

**DESTIN CITY COUNCIL MEETING
OCTOBER 21, 2024
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month - Transparency*****

CALL TO ORDER

*** INVOCATION (Pastor David J. Butler, Faith Assembly Christian Church)**

PLEDGE OF ALLEGIANCE

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

- 1. PROCLAMATIONS / RECOGNITIONS / SPECIAL / **PUBLIC PRESENTATIONS / ANNOUNCEMENTS**
- 2. PUBLIC COMMENTS (Section 5 - Public Hearings has separate public comments time for these items)** (Note: Individual speakers will be limited to 3 minutes. At the discretion of the mayor, this 3 minute allowance may be adjusted depending on the level of business coming before the City Council)
- 3. *** CONSENT AGENDA**
 - A. Grant Agreement DEP L0029 - Destin Harbor Dredge Project
 - B. RFB 24-13-PW Old Pass Lagoon Navigational Channel Dredging Project
 - C. Grant Agreement DEP P5100 - Pickleball Project
 - D. Professional Planning and Grant Consulting Services RFQ 24-12-CD
 - E. Okaloosa County Sheriff's Service Agreement FY2025
 - F. Approval of DEX Lease Agreement
 - G. RFB 24-08-REC Independence Day Fireworks
 - H. Destin Main Street Betterment Alliance - Veteran's Day 5k
 - I. McGuire's Irish Pub Halloween Run 5/10k
 - J. Approval of minutes of August 19, 2024, Regular City Council Meeting
 - K. Approval of minutes of August 5, 2024, Regular City Council Meeting
- 4. CITY MANAGER REPORTS**
 - A. RFB 24-14-REC Morgan Sports Center Field and Parking Lot Lights
 - B. Boardwalk Under the Bridge/PD&E/Stahlman Intersection - Update
 - C. TDC Monthly Report - **Informational Only**
 - D. Capital Project Status - **Informational Only**
 - E. Quarterly Investment Report - **Informational Only**
 - F. Quarterly Attendance Report - Volunteer Committees and Boards - **Informational Only**
 - G. Draft Minutes of Standing Committee and Board Meetings - **Informational Only**
 - H. Announcements

5. PUBLIC HEARINGS

- A. Second reading of Ordinance 24-15-CC - Relating to livery vessels; amending Sections 13-141 "Definitions" and 13-144 "Application for Permit" of the City of Destin Code or Ordinances.
- B. First reading of Ordinance 24-12-LC - Amending Land Development Code Section 11.04.00 Floodplain Management; amending sections relating to elevation of manufactured homes in flood hazard areas.
- C. First reading of Ordinance 24-18-CC - Amending Chapter 6 "Buildings and Building Regulations" of the Code of Ordinances; amending sections relating to flood hazard areas and floodplain management.
- D. First reading of Ordinance 24-19-CN - Authorizing the issuance of the city's Non-Ad valorem revenue note, Series 2024 in the principal amount of not to exceed \$25,000,000 for the purpose of financing various capital improvement projects in the city including without limitation the acquisition of certain land for the purpose of providing public park facilities located at One Harbor Blvd, construction of the cross-town connector roadway, and undergrounding overhead utilities.
- E. First reading of Ordinance 24-14-LC - Removing Section 20.06.00 of the Land Development Code - "Unsafe Building Abatement."
- F. First reading of Ordinance 24-17-CC - Amending Chapter 6 of the Code of Ordinances to create a new Article 5, "Property Maintenance Code."

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

- A. Councilmember Stephens
- B. Councilmember Geile
 - 1) Projects Status/Updates
- C. Councilmember Destin
- D. Councilmember Bagby
 - A) Proactive Code Compliance - Discussion
- E. Councilmember Hebert
- F. Councilmember King
- G. Councilmember Schmidt
- H. Mayor Wagner
- I. City Attorney

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

8. ADJOURN

****** Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council, or the City staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.***

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

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

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2024

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney
Krystal Strickland, Finance Director

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager

DATE: 10/4/24

SUBJECT: Grant Agreement DEP L0029 - Destin Harbor Dredge Project

I. BACKGROUND:

II. DISCUSSION: The state appropriation request for assistance with the Destin Harbor Dredge Project was approved/included in the State's FY25 budget. The Florida Department of Environmental Protection will administer this grant. The grant agreement to the city is attached.

In the near future an interlocal with the County is expected to come before Council as they will be partners with the city for this project.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

Agreement Number: L0029

Project Title: Destin Harbor Channel Dredge Project

Award Dates: Execution Date - 12/31/2026

Amount: \$100,000

Match Required: \$0

Grant Manager: Florida Department of Environmental Protection

Increases FY 2025 Budget Revenue by \$100,000 (305300-334402-DREDG Grant-FL State-Dredge project)

Increases FY 2025 Budget Expenditures by \$100,000 (30554902-565000-DREDG FL State Grant-Capital Infrastructure Improvement-Dredge project)

Increases Due from Other Governments (305-133402-DREDG)

Increases Unearned Revenue (305-223402-DREDG)

C. Level of Service (LOS): Level of Service will be increased.

D. Legislative Sponsor: Torey Geile

III. CONCLUSION: Staff recommends that the Council accept DEP grant agreement L0029 for the Destin Harbor Dredging Project and authorize the city manager to execute the agreement and return it to DEP for their execution.

IV. RECOMMENDED MOTION: I move to accept DEP grant agreement L0029 for the Destin Harbor Dredging Project and authorize the city manager to execute the agreement and return it to DEP for their execution.

I move to increase the FY 2025 Budget by \$100,000 to allow expenditure of this award.

Attachments:

1. L0029 Grant Agreement
2. 2024 1021 Budget Amend FDEP
DREDG grant

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Agreement Number:

Destin Harbor Channel Dredge Project

L0029

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Destin** Entity Type: **Local Government**

Grantee Address: **4200 Indian Bayou Trail Destin, Florida 32541** FEID: **592480854**

(Grantee)

3. Agreement Begin Date: Date of Expiration:
Upon Execution **December 31, 2026**

4. Project Number: Project Location(s):
(If different from Agreement Number) **Lat/Long: 30.3922, -86.5099**

Project Description: **The Grantee will contract to dredge the 100-foot-wide channel within Destin Harbor to provide safer conditions and increase maneuverability for boat traffic.**

5. Total Amount of Funding: \$ 100,000.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	LP, GAA LI 1732A, FY 24-25, GR	\$ 100,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 100,000.00

6. Department's Grant Manager Name: Olivia Atkins or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000 Phone: 850-245-2904 Email: Olivia.Atkins@FloridaDEP.gov	Grantee's Grant Manager Name: Jeff Cozadd or successor Address: City of Destin 4200 Indian Bayou Trail Destin, FL Phone: 850-279-4228 Email: jcozadd@cityofdestin.com
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Destin **GRANTEE**

Grantee Name

By _____
(Authorized Signature) Date Signed

Larry Jones, Interim City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____
 Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Olivia Atkins, DEP Grant Manager

David M. Taylor, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

Attachment 1

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

Attachment 1

- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

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that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

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22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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 Grantee, 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 section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0029**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Destin Harbor Channel Dredge Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2024 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section

908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Destin Harbor Channel Dredge Project

PROJECT LOCATION: The Project will be located in the City of Destin within Okaloosa County; Lat/Long (30.3922, -86.5099). See Figure 1 for a site plan.

PROJECT BACKGROUND: The Destin Harbor is situated along the Emerald Coast which allows for quick and easy access to deep sea fishing within the Gulf of Mexico. There is an existing 100-foot-wide channel, built by the Army Corps of Engineers (ACOE), that helps guide boat traffic in Destin Harbor from the nearby East Pass. Larger boats that utilize Destin Harbor struggle to maneuver within the existing channel due to boat traffic and the lack of depth within portions of the channel. Dredging the harbor channel will increase maneuverability and provide safer conditions for boat traffic.

PROJECT DESCRIPTION: The City of Destin (Grantee) will hire a contractor to dredge the 100-foot-wide ACOE channel within the Destin Harbor. The dredging spoils will be air dried and relocated to Norriego Point Park by the approved FDEP permit number 0288799-003-JC and the East Pass Inlet Management Plan.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Muck Dredging and Spoil Management

Deliverables: The Grantee will dredge approximately 10,000 cubic yards of muck sediments from the Destin Harbor channel in accordance with the construction contract documents. The Dredge Material Management Area (DMMA) site(s) will be prepared for dewatering and treatment of the dredged material, the site(s) restored, and the suitable dredged materials offloaded to the prepared spoil disposal site(s).

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Muck Dredging and Spoil Management	Contractual Services	\$100,000	07/01/2024	06/30/2026
Total:			\$100,000		

Figure 1: Site Plan



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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection Agency	2024-2025	37.039	Statewide Water Quality Restoration Projects – LI 1732A	\$100,000	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award					\$100,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

CITY OF DESTIN Budget Amendment Form

Fiscal Year

2025

Short Description

FDEP DREDGE GRANT

Entity Code

1

Period

1

Effective Date

10/21/2024

Amendment Type*

2

Ref 1

BUA

Budget Year Code

1

Budget Projection Inclusion

One Time

Ref 2

ADJ

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

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
305300 GRANT REV	334402 FDEP WTR	DREDG	FDEP DREDGING GRANT	I	\$ 99,999.00	\$ 1.00	\$ 100,000.00
30554902 FDEP WTR	565000 CIP	DREDG	FDEP DREDGING GRANT	I	\$ 99,999.00	\$ 1.00	\$ 100,000.00
		Also do JE: DR 305-133402-DREDG// CR 305-223402-DREDG					
TOTAL					\$ 199,998.00		

Initials

Date

Created by:

Entered by:

Approved by:

Note
BUDGET AMENDMENT FOR FDEP DREDGING GRANT AWARD
(BUDGETED \$1 AT APPLICATION PRE-AWARD)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2024**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 3.B.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager

DATE: October 15, 2024

SUBJECT: RFB 24-13-PW Old Pass Lagoon Navigational Channel Dredging Project

I. BACKGROUND: The harbor channel requires regular dredging to maintain the ability of larger vessels to navigate safely in the harbor.

II. DISCUSSION: The City Council added the Harbor Dredging Project to the FY25 Capital Improvement Program. The City successfully secured a grant through FDEP to assist with this project. The county will also partner with the city to support this project as it will improve tourism. An interlocal between the city and county is being drafted and will be brought to council soon. The RFB can be advertised prior to the interlocal being executed but contractor selection and award should wait until all funding needed has been secured.

FDEP has been offered the opportunity to review the RFB prior to advertisement but has not responded yet. If they decide to do one, it is not anticipated that their review will take very long.

Attached is the RFB for council's review and approval.

- A. Link to Strategic Goals / Objectives:** 5.2 Dredge Harbor Channel
- B. Effect on Budget (EOB):**
- C. Level of Service (LOS):** Level of service will be increased.
- D. Legislative Sponsor:**

III. CONCLUSION: Staff recommends advertising RFB 24-13-PW at this time. An interlocal with the county will be brought to a meeting in November for City Council consideration.

IV. RECOMMENDED MOTION: I move that to approve Request for Bid #24-13-PW "Old Pass Lagoon Navigational Channel Dredging Project" and authorize the City Manager

to advertise the RFB.

Attachments:

1. OLD PASS LAGOON
NAVIGATIONAL CHANNEL
DREDGING PROJECT v10.16
2. _OVERALL DREDGING
MAINTENANCE PLANS-
REDUCED
3. East Pass and Destin Harbor
Dredging_0288799-003-JC (002)
4. East Pass and Destin Harbor
Dredging_0288799-004-BV_Variance
5. DMMA2

CITY OF DESTIN, FLORIDA

**REQUEST FOR BIDS
RFB NO. 24-13-PW**

OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT



City of Destin, Florida
October 24, 2024

Larry Jones, Interim City Manager
Phone (850) 837-4242
4200 Indian Bayou Trail
Destin, Florida 32541

REQUEST FOR BIDS
RFB NO. 24-13-PW
OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT

CITY OF DESTIN, FLORIDA

The City of Destin will receive sealed competitive proposals for the maintenance dredging the Old Pass Lagoon navigational channel. The project is located in the City of Destin in the Destin Harbor.

In accordance with the Federal & State permits No. 0288799-003-JC, this project shall include, but may not be limited to, setting up piping, dredging approximately 10,000 CY total of material from two locations, moving dredge spoils, construction of DMMA #2 only, bathometric survey of completed channel and demobilization. The anticipated project completion date is April 30, 2025.

To bid on a project you must be placed on the Plan Holders List. To do so, obtain the Bid documents (containing the full specifications and requirements) by emailing the City Clerk's Office at cityclerk@cityofdestin.com. Please include "Request for Bid Documents – RFB No. 24-13-PW" in the subject line of the email. Vendors may also obtain the RFB by contacting the City of Destin, City Clerk's Office at (850) 837-4242, between the hours of 8 a.m. and 5 p.m., Monday through Friday. Proposal submissions must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **"RFB NO. 24-13-PW - OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT"**, along with the name, return address and telephone number of the submitter, no later than **2:00 p.m. CDT, on November 26, 2024**, at which time they will be opened. The City reserves the right to reject any and all submittals or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Larry Jones
Interim City Manager

REQUEST FOR BIDS
RFB NO. 24-13-PW
OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT

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OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT

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REQUEST FOR BIDS
RFB NO. 24-13-PW
OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT

1.0 INTRODUCTION

The City of Destin is issuing a Request for Bids (RFB) to secure proposals from qualified contractors for dredging in accordance with the Federal & State permits No. 0288799-003-JC, this project shall include, but may not be limited to, setting up piping, dredging approximately 10,000 CY total of material from two locations, moving dredge spoils, construction of DMMA #2 only, bathometric survey of completed channel and demobilization. The anticipated project completion date is April 30, 2025.

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

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

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

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

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

2.0 INSTRUCTION TO RESPONDENTS

- A. The City of Destin will accept RFB responses until November 26, 2024, no later than 2:00 p.m. (CDT) at City Clerk's Office located at City Hall, 4200 Indian Trail Bayou Destin FL. 32541, to provide the City with Qualified Respondents for RFB NO. 24-13-PW - OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT.
- B. Any responses received after the above stated time and date will NOT be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal

REQUEST FOR BIDS
RFB NO. 24-13-PW
OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT

delivered to City Clerk's Office for receipt on or before the above stated time and date. RFB responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.

- C. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **November 26, 2024 2:00 p.m. (CDT)**. All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at 4200 Indian Bayou Trail Destin, FL 32541.
- D. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. Such a request shall be received in writing at least five (5) business days prior to the submittal deadline.
- E. If any addendum(s) are issued to this RFB, the City will attempt to notify all prospective respondents. It shall be the responsibility of each respondent, prior to submitting the RFB response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.
- F. **One (1) original, so designated, and seven (7) copies (for a total of eight (8) submissions), and one (1) digital copy on a USB Thumb Drive of the RFB responses shall be submitted in a sealed package clearly marked on the outside " RFB NO. 24-13-PW - OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT " and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.**
- G. Complete and submit Responsive Bidder Qualification Statement, form herein as an attachment. Clearly indicate the legal name, address and telephone number of the responsive bidder. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal Employer Identification Number (FEIN) on their RFB submittal.
- H. Submissions shall be portrait orientation, "8 1/2 X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages.
- I. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.

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OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT

- J. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City Council for approval. Responsive bidders may be required to provide a presentation at a City Council meeting.
- K. The Bid Committee shall consist of City of Destin staff members.
- L. Each responsive bidder, by submission of a proposal, acknowledges that in the event of any legal action challenging the award of the RFB; damages, if any, shall be limited to the actual cost of the preparation of the RFB.
- M. Procurement Schedule

Tasks	Date
RFB issued	October 24, 2024
Last day for questions to be submitted	November 15, 2024
Due Date/Bid Opening	November 26, 2024
Tentative Date - Bid Committee Evaluation	December 5, 2024
Tentative Date – City Council Meeting	December 16, 2024
Tentative Date- Execution of Contract	January 10, 2025
Tentative Date- Notice to Proceed	January 10, 2025

3.0 GENERAL CONDITIONS

3.1 Project Description

Details of the proposed work are provided in the engineering drawings and specifications, (see technical attachments including all addendums) All work shall be completed as shown in the construction documents and in accordance with applicable federal, state, and local codes and regulations.

The general description of work shall include, but may not be limited to:

setting up piping, dredging approximately 10,000 CY total of material from two locations, moving dredge spoils, construction of DMMA #2 only, bathometric survey of completed channel and demobilization. The anticipated project completion date is April 30, 2025.

Contractor is responsible for obtaining all necessary governmental agency permits. All permitting costs are to be included in the base offer including permit related signage.

3.2 Project Schedule

Final Completion Deadline is April 30, 2025. Contractor shall reach substantial completion for all work fifteen (15) days prior to final completion. The time stated for completion shall include final cleanup of the premises. Extensions of contract time for delays caused by the effects of

REQUEST FOR BIDS
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inclement weather are justified only when rain or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

The Contractor being unable to work at least 50% of the normal workday on predetermined controlling work items; or

The Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.

ESTIMATED PROJECT SCHEDULE	
Tasks	Date
Permitting	Completed
Begin Construction	January 10, 2025
Substantial completion date	15 Days Prior to Complete Construction
Complete Construction	April 30, 2025

4.0 CONTRACTOR REQUIREMENTS

City of Destin is seeking an independent general contractor (including all necessary independent subcontractors) with all applicable licenses for work on this project.

4.1 Independent Contractor

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Bidder is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Bidder shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Bidder's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Bidder, which policies of Bidder shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Bidder's funds provided for herein. The Bidder agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Bidder and the City and the City will not be liable for any obligation incurred by Bidder, including but not limited to unpaid minimum wages and/or overtime premiums.

REQUEST FOR BIDS
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OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT

4.2 License Requirements

Provide all applicable contractor licenses: including license name, license numbers and contact information. Contractor must be Florida State Certified or possess an Okaloosa County Competency License <http://www.co.okaloosa.fl.us/gm/licensing>.

Contractor must also be registered in the City of Destin
<https://www.cityofdestin.com/DocumentCenter/View/12259/Contractor-Packet>.

4.3 Insurance Requirements

Respondent, contractor and/or sub-contractors (used interchangeably) shall, at its expense, procure and maintain at a minimum for the duration of the project and through the period as stated in the Construction Contract, the types and amounts of insurance described below or as otherwise requirement by state and federal law:

- a. Workers' Compensation and Employers Liability Insurance: Shall carry Workers' Compensation Insurance in accordance with the laws of the State of Florida and in the amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors. Any Florida State or County Licensed contractor who performs any type of marine construction work as defined in FAC 61G4015.033, must maintain applicable workers' and general liability insurance as required by state and federal law, including but not limited to the provisions of the Longshore and Harbor Workers' Compensation Act.
- b. General Liability Insurance: General Liability Insurance with a minimum liability insurance requirement of \$1,000,000 for combined single limit.
- c. Respondent shall produce proof of insurance in the types and amounts required by the city, state, and federal regulations, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The city shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the city. All coverage shall be with carriers doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 days' notice

REQUEST FOR BIDS
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OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT

4.4 Bonding Requirements

a. Bid Bond Security

All bidders shall furnish with their bids a bid bond. Said bid bond shall be issued by a surety duly authorized to conduct business in the State of Florida and shall be in the amount of five percent (5%) of the total amount of the bid. Bid security is submitted as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in the manner and form required as defined by the Contract Documents. The Bidder must be named as the principal of the bond. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

b. Performance and Payment Bond

The bidder to whom the Contract is awarded shall furnish to the City, without extra compensation, and shall maintain in effect throughout the life of the Contract, and for the duration of the period described in the bond, acceptable Performance and Payment bonds in sums at least equal to 100% of the full amount of the Contract, conditioned to indemnify and save harmless the City from and against any loss, damage, or expense ensuing from failure on the part of the Contractor to faithfully and properly perform the Contract or to promptly pay all its subcontractors, suppliers, materialmen or laborers for work completed on the Project.

The required forms for the performance and payment bonds are included in these Instructions. If within ten (10) calendar days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the contract and to furnish the required performance and payment bonds properly signed by the bidder and the surety or sureties satisfactorily to the owner, the bidder shall be deemed to be in default and the owner will retain the Bid Bond Security as liquidated damages, but not as a penalty. The owner reserves the option to accept the bid of any of the other bidder within ten (10) calendar days from default, in which case such acceptance shall have the same effect on such bidder as though he were the original, successful bidder.

4.5 Permitting Requirements

Contractor is required to obtain all required permits prior to the start of construction.

- a. City of Destin Site & Building Permit
- b. City of Destin Trade Permits (e.g. electrical, plumbing, etc.)

**REQUEST FOR BIDS
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OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT**

- c. Any and all other applicable and/or required federal, state, and local permits

4.6 Codes and Standards

All project work shall be done in accordance with all applicable Federal, State, and local codes and standards which include, Florida State Building Codes, City Codes and Ordinances, Approved Development Order and Manufacturers Recommendations.

5.0 CONSTRUCTION CONSIDERATIONS

Project implementation for this scope of work under this RFB includes all labor, materials, equipment and services required for construction including any permitting, compliance with all federal, state and local codes and construction of the project. All new construction shall be completed as indicated in the construction documents. All work shall meet City standards and be performed to the satisfaction of the City Engineer or his designee. All materials and equipment shall be subject to inspection by the City prior to incorporation into the final work.

5.1 Subcontractor(s)

Unless otherwise stated in the contract documents or the bidding requirements, the contractor, as soon as practicable after award of the contract, shall furnish in writing to the City the names of persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for each principal portion of the Work. The City will promptly inform the bidder in writing whether it has reasonable objection to any such proposed person or entity. The City may consider the use of any particular subcontractor when evaluating whether a bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

5.2 Notice to Proceed

The City shall issue a signed Purchase order and official Notice to Proceed for the services referenced in this RFB and resulting contract. The Notice to Proceed shall be sent via facsimile or email. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed.

The services shall commence upon written Notice to Proceed from the City, and the project shall be completed in accordance with the project schedule.

REQUEST FOR BIDS
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OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT

5.3 Changes in Scope of Work

- a. “Additional work” shall be defined as work that results from a change or alteration in plans concerning the scope of work of the contract or added work necessary to meet the performance goals of the scope of work.
- b. “Extra work” shall be defined as work not required under the scope of work of the contract, is something done or furnished beyond the requirements of the contract and is entirely outside and independent of the scope of work and not contemplated by it.
- c. “Change Order” shall be defined as a written instrument prepared by and signed by the City and Bidder, stating the specific agreement upon all of the following: the change in the scope of work, the amount of the adjustment, if any, to the contract price, and the adjustment, if any, to the contract completion time.
- d. No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Bidder and authorized by the City as a Change Order.
- e. All change orders shall be considered a written addendum to the Contract.

5.4 Site Preparation

- a. Clearing and Grubbing: All clearing, and grubbing shall be completed to limits shown in the construction documents and in accordance with applicable local, State and Federal ordinances/regulations.
- b. Erosion Control: Erosion control devices shall be installed as shown in the construction documents. The contractor shall maintain all devices throughout the life of the contract.
- c. Tree Protection: Those trees identified to remain at the completion of the project will be protected with orange construction fencing (or equivalent) throughout the duration of the project. The tree protection area is defined as a ring of fencing with a radius of 1’ for every 1” of trunk diameter measured at 4.5’ above ground level. Those hardscaped items to be removed during the demolition phase will have the tree protection added immediately after removal. Exceptions to this rule must be approved by the Project Manager in writing.
- d. Public Infrastructure and Accesses: Contractor will be responsible for any damages to publicly owned infrastructure to include sidewalks, curb and gutter, storm sewer inlets/grates, manholes, pipes, etc. Repair or replacement of these items will adhere to Florida Department of Transportation (FDOT), City of Destin, and Destin Water Users standards as applicable.
- e. Access Control: Contractor will coordinate upland access with the Contractor of the Noriega Point Beach Park.
- f. Hours of Operation: Contractor will limit times of activity to 6am to 6pm Monday through Sunday, in accordance with the City’s Noise Ordinance. No construction activity shall take place on federally recognized Holidays. City of Destin reserves the right to direct the contractor as to specific days when work will be allowed.

REQUEST FOR BIDS
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OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT

5.5 Schedule for Delivery of Materials

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

5.6 Waste Disposal

Contractor shall be responsible for disposal of all waste and debris.

5.7 Site Utilities

All site utilities (Electrical, Potable Water, Wastewater, and Storm Drainage/Stormwater) shall be installed as indicated in the construction documents and shall comply with all applicable local, State and Federal codes and regulations in terms of material quality and workmanship. The contractor shall obtain all required permits prior to starting work.

5.8 Material Data

- a. United States-Produced Iron and Steel (s. 255.0993, Fla. Stat.) - Any iron or steel product permanently incorporated into the project must be produced in the United States

5.9 Construction Administration & Management

- a. Identify a Construction/ Quality Assurance Supervisor. Providing their name(s), qualifications including a minimum of five (5) years of experience on similar scope and magnitude projects.
- b. Construction/Quality Assurance Supervisor to provide construction coordination and is responsible for communicating with City of Destin project manager, other contractors; provides directives to sub-contractors and attends scheduled construction meetings on site, and review of all project billing.
 - If named individual is replaced during construction period, replacement will require approval of same or greater credentials and experience level initially proposed prior to replacements' start of work.
 - Named individual is to provide input to reports and meeting minutes with City of Destin, and other contractors.

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OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT

- Responsible for quality control of project and addressing areas that may affect the quality of the project's final product and identify inspection procedures to ensure poor quality issues do not occur.
- Construction and Quality Assurance Supervisor shall be responsible for overall project construction quality control, inspection/field condition reports, weekly progress reports, project photographs, project schedule coordination, inspection scheduling, and schedule and attend biweekly construction progress meetings with City and other designees

5.10 Inspection, Acceptance, and Title

Inspection and acceptance will be at destination unless otherwise stipulated by the City. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City, unless loss of damage results from negligence by the City or its Departments.

5.11 Disputes

In case of any doubt or differences of opinion as to the items to be furnished pursuant to the specifications of this Invitation to Bid, the decision of the City Manager shall be final and binding on both parties.

5.12 Payments Withheld

The City may withhold such amounts from any payment as may be necessary to protect itself from loss on account of:

- a. Damage to subject property, adjacent property or right(s)-of-way(s)
- b. Defective work not remedied;
- c. Claims filed or reasonable evidence indicating probable filing of claims;
- d. Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- e. A reasonable doubt that the contract can be completed for the balance then unpaid;
- f. Damage to another contractor;
- g. Failure to submit required reports; or
- h. Modifications of the contract which necessitate the execution of change orders prior to payment of funds.

REQUEST FOR BIDS
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OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT

5.13 Temporary Suspension of Work

The City shall have the authority to suspend the work wholly or in part as it may deem appropriate where the Contractor fails to perform the work in accordance with plans and specifications.

- a. In the event that the City suspends the work as a result of the failure of the Contractor to comply with plans and specifications, the Contractor shall not be entitled to assert claims for additional time and/or money to complete the project and shall remain liable for satisfactory completion of the contract within the contract time.
- b. An order to suspend the work for periods exceeding one calendar day shall be in writing and shall include specific reason for the suspension.

5.14 Warranty Submittal Requirements

- a. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the Owner.
- b. The City reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.
- c. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty.
- d. The City shall incur no labor or equipment cost during the guarantee period.
- e. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

5.15 Defective Work

All work completed by the Bidder at any time during the progress of the work shall be subject to the inspection by the City, who shall have full power to accept or reject any part thereof.

The Bidder shall remedy any defective or unsatisfactory work at no additional cost to the City. In the event the Bidder fails to initiate corrections within forty-eight (48) hours after written notice, the City shall have full right to have same done and to bill the Bidder for cost thereof.

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OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT

5.16 Project Close-out

Upon notice from the Bidder that work is completed in accordance with the specifications, the City shall make a final inspection of the work. The Bidder will be notified of all instances where his work fails to comply with the specifications. The Bidder shall immediately make those alterations which will make the work fully comply with the specifications. The Bidder shall immediately correct or complete all issues as well as defects that were identified by the City or his/her representative. Upon completion of the repair work the Bidder shall notify the City when it is ready for inspection. The City shall make a final inspection of the work and notify the Bidder of any necessary repair work that is not completed. The Bidder shall immediately complete all incomplete work and arrange for re-inspection.

In order to accept project as final the following must occur:

- a. Completion of the punch list.
- b. Acceptance and occupancy of the project.
- c. Submission and approval of final invoice.
- d. Submission of all product warranties and operating manuals.
- e. Successful Final Completion inspection by the City of Destin, including all Certificate of Occupancy and/or Certificate of Completion requirements.
- f. Provide accurate construction As-Built drawings representing final installation. Provide surveyed As-Built drawings for underground utilities. Provide As-Built information to City of Destin Engineer for review and approval prior to final approval.
- g. Receipt of two (2) hardcopy as-built drawings, stamped by contractor as "As-Built", in addition to both AutoCAD and PDF electronic versions on a flash drive.
- h. Provide at close of project, all Operations and Maintenance Manuals that include all information and warranties. Provide two (2) copies and an electronic copy in PDF format, on same flash drive.
- i. Provide written warranties covering quality of labor and installation of all products/materials.
- j. All final project submittals are required to be on flash drive format. Documents can be submitted as PDF files.

Any documents prepared by the construction team for this project are for the City of Destin's use. City of Destin shall have sole ownership of such documents to include making reproducible copies for its use and information in connection with follow-up contracts for design services, further planning, construction, or for permitting uses.

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OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT

6.0 EVALUATION OF RESPONSES

6.1 Selection Process

In general, the City will conduct the selection process in accordance with this Section and all applicable City purchasing policies and procedures.

6.2 Scoring

The criteria to determine the lowest, best responsive, and responsible bidder, is listed numerically below by their relative order of importance.

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

6.3 Criteria Descriptions

a. Price Proposal

- Costs will be evaluated based on the items outlined in the scope of work and price proposal submission requirements.
- Are costs reasonable compared to the work performed? Are assumptions used in developing costs reasonable?
- Did responsive bidder provide all the requested cost information?
- How competitive is the price proposal compared to the others received?

b. Qualifications and Experience

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

c. Project Approach and Performance Differentiators

- Does the submittal include detailed information that demonstrates the responsive bidder's understanding of the scope of work and how they intend to meet the objectives of the project?

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

d. Past Performance

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

7.0 SUBMITTAL REQUIREMENTS

7.1 No Contact Clause

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

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
clerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

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

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7.2 Addenda

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

7.3 Inquiries

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFB. The City will respond to written, e-mailed or faxed; inquiries received by November 19, 2024. Questions or requests for Bid documents, plans and specifications regarding this RFB may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 rbailey@cityofdestin.com.

7.4 Submittal Preparation

Submittals should be prepared in the following order:

- a. Coversheet: provide a submittal cover sheet that includes RFB NO. 24-13-PW - OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT, bid opening date and responsive bidder contact information.
- b. Table of Contents: provide Table of Contents to aid the evaluation of the qualifications
- c. Transmittal Letter: provide a signed letter of transmittal that demonstrates the responsive bidder's:
 - commitment to perform the work,
 - understanding of the work to be done, including approach, notional schedule, assumptions, contingencies, and mitigating factors
 - delineating features that articulate why it is the best qualified firm to perform the work (e.g. bidder's qualifications, competence, and capacity for the construction proposed in this RFB),
- d. Price Proposal Sheet
- e. Completed Forms [Reference RFB Attachments]
 - Attachment NO. 1 - Responsive Bidder Qualification Statement
 - Attachment NO. 2 - Public Entity Crime Form
 - Attachment NO. 3 - Drug Free Workplace Certification Form
 - Attachment NO. 4 - Bid Bond Form
 - Attachment NO. 5 - Anti-Human Trafficking Affidavit
 - Attachment NO. 6 - Anti-Collusion Statement

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- f. Proof of Insurance: provide proof of insurance meeting minimum insurance requirements as outlined in section 4.3 Insurance Requirements.
- g. Proof of licensing and certifications: provide proof of licensing and certifications meeting minimum requirements as outlined in section 4.2 License Requirements.
- h. Addendums (if applicable)

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

7.5 Price Proposal Sheet

The 'Total Base Bid' and 'Total Alternative Bid Items' amounts, as respectively submitted by the bidder in the Price Proposal Sheet, shall include the cost of all work and all costs incidentals thereto, to accomplish the scope identified in this RFB and supporting Exhibits.

7.6 Conflict of Interest Disclosure

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

7.7 Drug Free Workplace Program

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

7.8 Public Entity Crime Form

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

7.9 Anti-Human Trafficking Affidavit

All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this

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affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

7.10 Sealed Submittal Packages

All proposals to be considered must be in the possession of the Destin City Clerk no later than **November 26, 2024, 2:00 p.m. (CDT)**. Submittals may be mailed or delivered to the Office of the City Clerk at the address below and shall be submitted in a sealed envelope clearly marked **“RFB NO. 24-13-PW - OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT”** and note the time and date of the opening. Regardless of method of delivery, each responsive bidder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Proposals offered or received after the time set for the Bid Opening will be rejected and returned unopened to the submitter.

Mailing and Hand Delivery Address:

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
clerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

7.11 Bid Withdrawals

Bidders may withdraw a bid after it has been deposited with the Purchasing Division office any time before the scheduled time for opening the bids.

7.12 Bid Opening

Proposals are presently scheduled to be opened publicly and read aloud at **November 26, 2024 2:00 p.m. (CDT)** in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida.

7.13 Reservation of Rights

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

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7.14 Public Records

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

The successful responsive bidder shall:

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

**RFB NO. 24-13-PW
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT**

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

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

Check One

Submitted By: _____	Corporation	☐
Name: _____	Partnership	☐
Address: _____	Individual	☐
City, State, Zip: _____	Other	☐
Telephone 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 responsive bidder is:

The address of the principal place of business is:

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

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

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

a. Date of organization: _____

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

c. State whether general or limited partnership: _____

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

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

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

Under what other former names has your organization operated?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signed)_____

(Title)_____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

Notary Public (Signature)

My Commission Expires: _____

END OF SECTION

RFB NO. 24-13-PW
ATTACHMENT NO. 2
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

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

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

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

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

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

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

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

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

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

(Signature) Date: _____

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 202__, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

END OF SECTION

RFB NO. 24-13-PW
ATTACHMENT NO. 3
DRUG-FREE WORKPLACE CERTIFICATION

The below signed submitter 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: _____

END OF SECTION

RFB NO. 24-13-PW
ATTACHMENT NO. 4
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as _____ Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of, (five percent (5%) of the Contract Bid) _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this ____ day of _____, 20__

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 24-13-PW - OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT**.

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Surety (Print Full Name):

(Seal) Surety's Name and Corporate Seal

By: _____ (L.S.) By: _____

Signature (attach power of attorney)

Title: _____

Title: _____

Attest: _____

Attest: _____

Signature and Title

Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

RFB NO. 24-13-PW
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name:
Title:
Nongovernmental entity:
Date:

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or ____ remote notarization by
_____ as _____ on behalf of
_____, who is personally known to me or who produced
_____ as identification this _____ day of _____, 202__.

(Notary Seal)

Notary Public

RFB NO. 24-13-PW
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:

The below signed bidder has not divulged to, discussed, or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Bidder's Company Name

Authorized Signature

Authorized Signatory (Print Name)

Address

Title

Phone #

Fax #

Federal ID # or SS #

RFB NO. 24-13-PW
EXHIBITS A-B

Exhibit A – Price Proposal Sheet

Bidder may use paper copy provided on next page of this bid document or may use the MS Excel fillable spreadsheet posted at the site above.

Exhibit B – Civil Design Plans

EXHIBIT A

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 24-13-PW
OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT**

PART I Bid submitted by:

Company: _____

Address: _____

City & State: _____ Zip Code: _____

Telephone: () _____ E-mail: _____ Fax: () _____

Number of Years in Business: _____ Contact Name _____

PART II Bidding RFB NO. 24-13-PW - OLD PASS LAGOON NAVIGATIONAL CHANNEL DREDGING PROJECT, as follows:

<u>Cubic yard placed cost</u>	\$ _____
<u>Total Cost based on 10,000 CY</u>	\$ _____

PART III Certifications:

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

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

Signature and Certification:

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

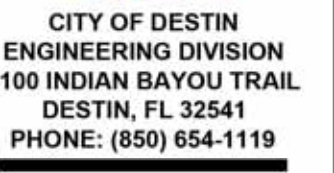
Signature: _____

Date of Bid: _____

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

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

END OF BID FORM



THE DESIGN, CONCEPTS, SPECIFICATIONS, AND DOCUMENTS HEREIN ARE THE PROPERTY OF THE CITY OF DESTIN, FLORIDA AND NO PART THEREOF SHALL BE COPIED OR OTHERWISE DISCLOSED TO OR USED BY OTHERS WITHOUT THE WRITTEN CONSENT OF THE CITY OF DESTIN, FLORIDA

DESTIN HARBOR MAINTENANCE DREDGING CITY OF DESTIN, FLORIDA

[illegible]

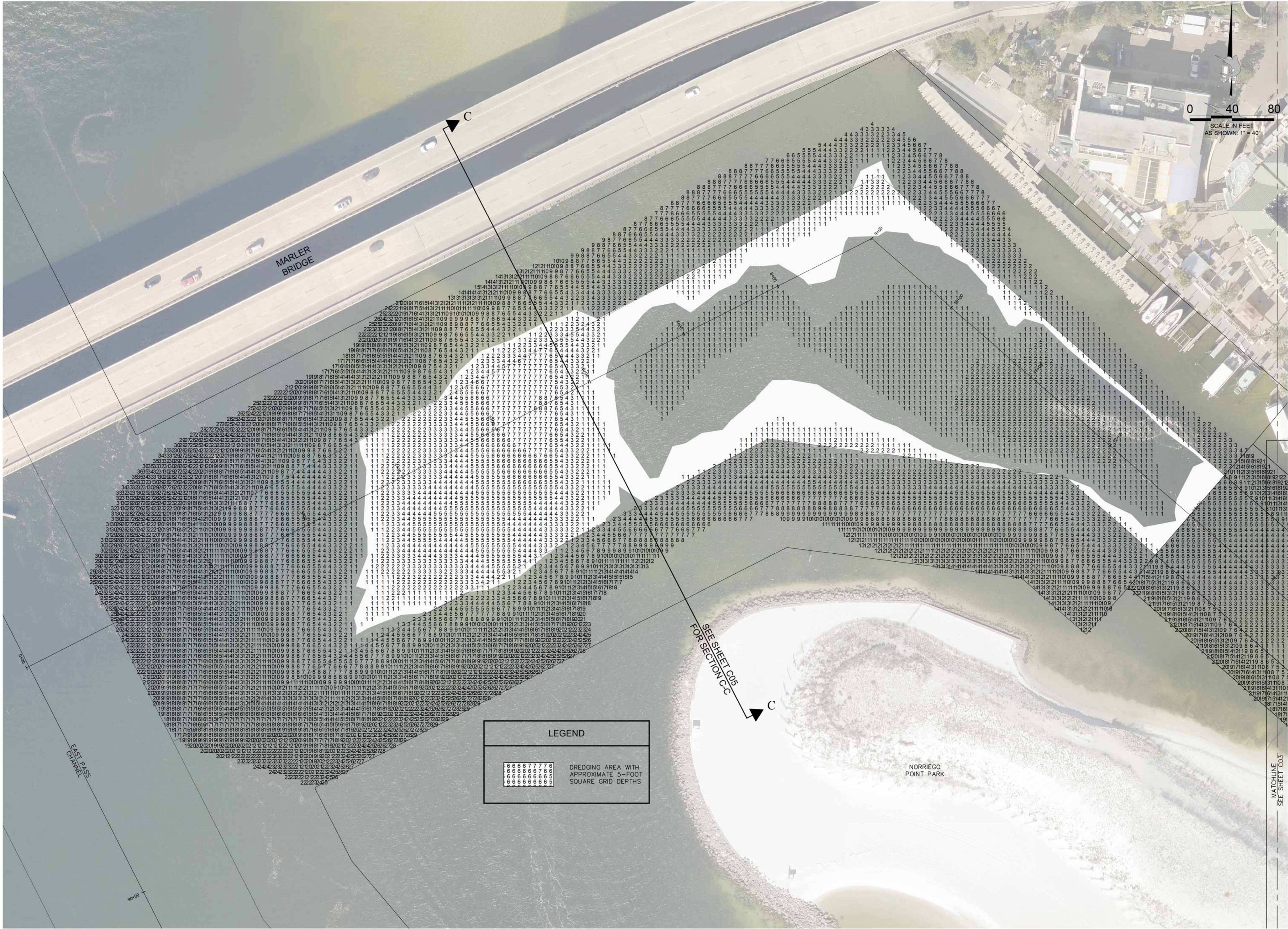
SHEET TITLE
**OVERALL
DREDGING
PLAN**
SHEET NUMBER

C01



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AERIAL PHOTOGRAPH SOURCE: OKALOOSA COUNTY – FLIGHT YEAR 2022



DESTIN HARBOR
MAINTENANCE DREDGING
CITY OF DESTIN, FLORIDA

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DESTIN HARBOR MAINTENANCE DREDGING CITY OF DESTIN, FLORIDA

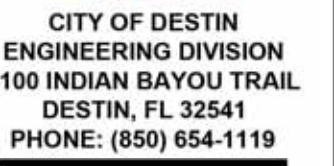
DATE

REVISIONS
DESCRIPTION

DATE: MARCH 2024
PROJECT NO: N/A
FILE NO.: 00-02-22
SCALE: 1" = 40'

SHEET TITLE
**CHANNEL
DREDGING
PLAN**
SHEET NUMBER
C03





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DESTIN HARBOR MAINTENANCE DREDGING CITY OF DESTIN, FLORIDA

[illegible]

DATE:	MARCH 2024
PROJECT NO:	N/A
FILE NO.:	00-02-22
SCALE:	1" = 40'

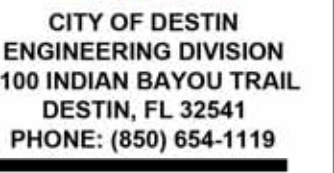
SHEET TITLE
**CHANNEL
DREDGING
PLAN**
SHEET NUMBER

C04



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AERIAL PHOTOGRAPH SOURCE: OKALOOSA COUNTY – FLIGHT YEAR 2022



DOCUMENTS HEREIN ARE THE PROPERTY OF THE CITY OF DESTIN, FLORIDA AND NO PART THEREOF SHALL BE COPIED OR OTHERWISE DISCLOSED TO OR USED BY OTHERS WITHOUT THE WRITTEN CONSENT OF THE CITY OF DESTIN, FLORIDA

DESTIN HARBOR MAINTENANCE DREDGING CITY OF DESTIN, FLORIDA

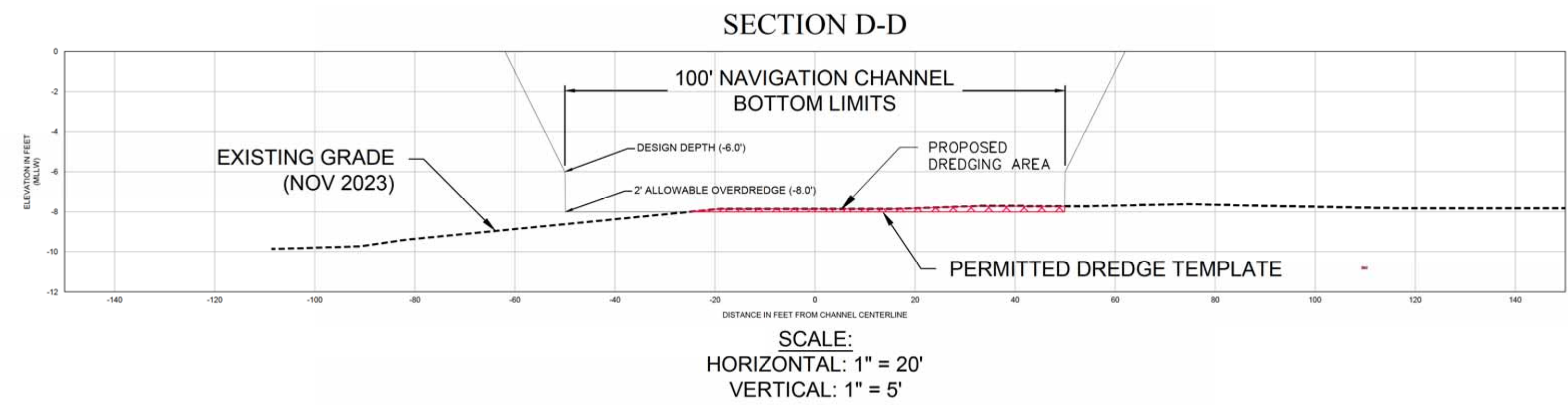
DATE	REVISIONS	DESCRIPTION
NO.		
DATE:	MARCH 2024	
PROJECT NO.:	N/A	
FILE NO.:	00-02-22	
SCALE:	AS SHOWN	

SHEET TITLE

REDGE ECTIONS

ET NUMBER

C05





**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**
BOB MARTINEZ CENTER
2600 BLAIR STONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

JONATHAN P. STEVERSON
SECRETARY

**CONSOLIDATED JOINT COASTAL PERMIT AND
SOVEREIGN SUBMERGED LANDS AUTHORIZATION**

PERMITTEE:

City of Destin
Attn.: Greg Kisela, City Manager
4200 Indian Bayou Trail
Destin, Florida 32541

PERMIT INFORMATION:

Permit Number: 0288799-003-JC

Project Name: East Pass and Destin Harbor
Maintenance Dredging

AGENT:

Taylor Engineering, Inc.
Attn.: Matt Trammell
1221 Airport Road, Suite 210
Destin, Florida 32541

County: Okaloosa

Issuance Date: February 26, 2015

Expiration Date: February 26, 2030

REGULATORY AUTHORIZATION:

This permit is issued under the authority of Chapter 161 and Part IV of Chapter 373, Florida Statutes (F.S.), and Title 62, Florida Administrative Code (F.A.C.). Pursuant to Operating Agreements executed between the Department of Environmental Protection (Department) and the water management districts, as referenced in Chapter 62-113, F.A.C., the Department is responsible for reviewing and taking final agency action on this activity.

PROJECT DESCRIPTION:

The project is to perform periodic maintenance dredging of the federally authorized East Pass and Destin Harbor navigation channels. The dredging limits are as follows:

- For the Exterior East Pass Entrance Channel, from Station 0+00 (in the Gulf of Mexico) to Station 38+99 (at the southern end of the East Pass jetties), 180 feet wide, to a maximum allowable depth of -22 feet mean lower low water (MLLW), which includes a design depth of -20 feet, with 2 feet of allowable overdepth;
- For the Interior East Pass Entrance Channel and 2 turning wideners, from Station 39+00 (at the southern end of the East Pass jetties) to Station 146+00 (at the northern terminus of the channel in Choctawhatchee Bay), 180 feet wide in the channel and up to 450 feet wide in the main channel and 350 feet wide in Destin Harbor at the wideners, to a maximum allowable depth of -16 feet MLLW, which includes a design depth of -14 feet, with 2 feet of allowable overdepth;
- For the Old Pass Lagoon Exterior Channel and turning widener, from Station 0+90 (on the south side of the U.S. Highway 98 Bridge) to Station 13+00 (near the northwestern end of Norriego Point), with widths of 175 feet at the western end of the channel, up to

275 feet at the widener and 100 feet at the eastern end of the exterior channel, to a maximum allowable depth of -14 feet MLLW, which includes a design depth of -12 feet, with 2 feet of allowable overdepth; and

- For the 100-foot wide Old Pass Lagoon Entrance Channel, from Station 13+00 (near the northwestern end of Norriego Point) to Station 41+25 (inside of Destin Harbor), to a maximum allowable depth of -8 feet MLLW, which includes a design depth of -6 feet, with 2 feet of allowable overdepth.

The first maintenance dredging event will remove approximately 100,000 to 130,000 cubic yards of beach quality material from the navigation channels and place the dredged material along Norriego Point, as previously authorized in Permit No. 0175572-003-JC for the Norriego Point Stabilization Project. Dredged material from subsequent maintenance dredging activities will be placed in the swash zones of the beaches east and west of East Pass, as specified in the East Pass Inlet Management Plan.

PROJECT LOCATION:

The dredging is located within the Federal navigation channel at East Pass, from Stations 0+00 to 146+00 and the Destin Harbor (Old Pass Lagoon) Entrance Channel, from Stations 0+90 to 41+25. The beach placement sites are located as follows: on Norriego Point, which is situated inside of East Pass; on Santa Rosa Island, which is situated west of East Pass, extending into the Gulf of Mexico, which is within the Gulf Islands National Seashore and designated as Outstanding Florida Waters, between Department reference monuments V-611 and V-622; and on 2 beach sites situated east of East Pass, extending into the Gulf of Mexico, from R-17 to R-20.5 and from R-23.5 to R-25.5. The entire project is located in Okaloosa County, Sections 29 and 30, Township 2 South, Range 22 West, and Sections 25, 26 and 27, Township 2 South, Range 23 West.

PROPRIETARY AUTHORIZATION:

This activity also requires a proprietary authorization, as the activity is located on sovereign submerged lands held in trust by the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Sections 253.002 and 253.77, F.S. The activity is not exempt from the need to obtain a proprietary authorization. The Board of Trustees delegated, to the Department, the responsibility to review and take final action on this request for proprietary authorization in accordance with Section 18-21.0051, F.A.C., and the Operating Agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C. This proprietary authorization has been reviewed in accordance with Chapter 253, F.S., Chapter 18-21 and Section 62-330.075, F.A.C., and the policies of the Board of Trustees.

As staff to the Board of Trustees, the Department has reviewed the project described above, and has determined that the maintenance dredging of a Federal navigation channel and beach fill activities qualify for a Letter of Consent to use sovereign, submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with

the terms and conditions herein. Therefore, consent is hereby granted, pursuant to Chapter 253.77, F.S., to perform the activity on the specified sovereign submerged lands.

COASTAL ZONE MANAGEMENT:

This permit constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

WATER QUALITY CERTIFICATION:

This permit constitutes certification of compliance with state water quality standards pursuant to Section 401 of the Clean Water Act, 33 U.S.C. 1341.

OTHER PERMITS:

Authorization from the Department does not relieve you from the responsibility of obtaining other permits (Federal, State, or local) that may be required for the project. When the Department received your permit application, a copy was sent to the U.S. Army Corps of Engineers (Corps) for review. The Corps will issue their authorization directly to you, or contact you if additional information is needed. If you have not heard from the Corps within 30 days from the date that your application was received by the Department, contact the nearest Corps regulatory office for status and further information. Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.

AGENCY ACTION:

The above named Permittee is hereby authorized to construct the work that is outlined in the project description and project location of this permit and as shown on the approved permit drawings, plans and other documents attached hereto. This agency action is based on the information submitted to the Department as part of the permit application, and adherence with the final details of that proposal shall be a requirement of the permit. **This permit and authorization to use sovereign submerged lands are subject to the General Conditions, General Consent Conditions and Specific Conditions, which are a binding part of this permit and authorization.** Both the Permittee and their Contractor are responsible for reading and understanding this permit (including the permit conditions and the approved permit drawings) prior to commencing the authorized activities, and for ensuring that the work is conducted in conformance with all the terms, conditions and drawings.

GENERAL REGULATORY CONDITIONS:

1. All activities authorized by this permit shall be implemented as set forth in the plans and specifications approved as a part of this permit, and all conditions and requirements of this permit. The Permittee shall notify the Department in writing of any anticipated deviation from the permit prior to implementation so that the Department can determine whether a modification of the permit is required pursuant to section 62B-49.008, Florida Administrative Code.

Joint Coastal Permit
East Pass and Destin Harbor Maintenance Dredging
Permit No. 0288799-003-JC
Page 4 of 31

2. If, for any reason, the Permittee does not comply with any condition or limitation specified in this permit, the Permittee shall immediately provide the Beaches Inlets and Ports Program and the appropriate District office of the Department with a written report containing the following information: a description of and cause of noncompliance; and the period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
3. This permit does not eliminate the necessity to obtain any other applicable licenses or permits that may be required by federal, state, local, special district laws and regulations. This permit is not a waiver or approval of any other Department permit or authorization that may be required for other aspects of the total project that are not addressed in this permit.
4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of sovereignty land of Florida seaward of the mean high-water line, or, if established, the erosion control line, unless herein provided and the necessary title, lease, easement, or other form of consent authorizing the proposed use has been obtained from the State. The Permittee is responsible for obtaining any necessary authorizations from the Board of Trustees of the Internal Improvement Trust Fund prior to commencing activity on sovereign lands or other state-owned lands.
5. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
6. This permit does not convey to the Permittee or create in the Permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the Permittee. The issuance of this permit does not convey any vested rights or any exclusive privileges.
7. This permit or a copy thereof, complete with all conditions, attachments, plans and specifications, modifications, and time extensions shall be kept at the work site of the permitted activity. The Permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
8. The Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel with proper identification and at reasonable times, access to the premises where the permitted activity is located or conducted for the purpose of ascertaining compliance with the terms of the permit and with the rules of the Department and to have access to and copy any records that must be kept under conditions of the

permit; to inspect the facility, equipment, practices, or operations regulated or required under this permit; and to sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules. Reasonable time may depend on the nature of the concern being investigated.

9. At least forty-eight (48) hours prior to commencement of activity authorized by this permit, the Permittee shall submit to the Beaches Inlets and Ports Program (JCP Compliance Officer) and the appropriate District office of the Department a written notice of commencement of construction indicating the actual start date and the expected completion date and an affirmative statement that the Permittee and the contractor, if one is to be used, have read the general and specific conditions of the permit and understand them.
10. If historic or archaeological artifacts, such as, but not limited to, Indian canoes, arrow heads, pottery or physical remains, are discovered at any time on the project site, the Permittee shall immediately stop all activities in the immediate area that disturb the soil in the immediate locale and notify the State Historic Preservation Officer and the Beaches Inlets and Ports Program (JCP Compliance Officer). In the event that unmarked human remains are encountered during permitted activities, all work shall stop in the immediate area and the proper authorities notified in accordance with Section 872.02, F.S.
11. Within 30 days after completion of construction or completion of a subsequent maintenance event authorized by this permit, the Permittee shall submit to the Beaches Inlets and Ports Program (JCP Compliance Officer) and the appropriate District office of the Department a written statement of completion and certification by a registered professional engineer. This certification shall state that all locations and elevations specified by the permit have been verified; the activities authorized by the permit have been performed in compliance with the plans and specifications approved as a part of the permit, and all conditions of the permit; or shall describe any deviations from the plans and specifications, and all conditions of the permit. When the completed activity differs substantially from the permitted plans, any substantial deviations shall be noted and explained on two paper copies and one electronic copy of as-built drawings submitted to the Beaches Inlets and Ports Program (JCP Compliance Officer).

GENERAL CONSENT CONDITIONS:

1. Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.

Joint Coastal Permit
East Pass and Destin Harbor Maintenance Dredging
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2. Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
3. Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.
4. Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.
5. Construction, use or operation of the structure or activity shall not adversely affect any species that is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.
6. Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
7. Structures or activities shall not create a navigational hazard.
8. Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident or fire.
9. Structures or activities shall be constructed, operated and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(f), F.A.C., or any other applicable law.

SPECIFIC CONDITIONS:

1. No work shall be conducted until and unless the Department issues a Final Order of Variance (File No. 0288799-004-EV) from Rule 62-4.244(5)(c), F.A.C. to establish an expanded mixing zone.
2. All reports or notices relating to this permit shall be electronically submitted to the Department's JCP Compliance Officer (e-mail address: JCPCompliance@dep.state.fl.us) unless otherwise specified in the specific conditions of this permit.
3. The Permittee shall not store or stockpile tools, equipment, materials, etc., within littoral zones or elsewhere within surface waters of the state without prior written approval from the Department. Storage, stockpiling or access of equipment on, in, over or through beds of submerged aquatic vegetation, wetlands or hardbottom is prohibited unless it occurs

within a work area or ingress/egress corridor that is specifically approved by this permit. Anchoring or spudding of vessels and barges within beds of aquatic vegetation or hardbottom is also prohibited.

4. The Permittee shall not conduct project operations or store project-related equipment in, on or over dunes, or otherwise impact dune vegetation, outside the approved staging, beach access and dune restoration areas designated in the permit drawings.
5. No work shall be conducted under this permit until the Permittee has received a written notice to proceed from the Department for each event. At least 30 days prior to the requested date of issuance of the notice to proceed, the Permittee shall submit a written request for a Notice to Proceed along with the following items for review and approval by the Department:
 - a. An electronic copy of detailed final construction plans and specifications for all authorized activities. The **plans and specifications** must be consistent with the project description of this permit and the attached permit drawings, and shall also be certified by a professional engineer (P.E.), who is registered in the State of Florida. The plans and specifications shall include a description of the dredging and construction methods to be utilized and drawings and surveys that show all biological resources and work spaces (e.g., anchoring areas, pipeline corridors, staging areas, boat access corridors, etc.) to be used for this project.
 - b. **Turbidity monitoring qualifications.** In order to assure that turbidity levels do not exceed the compliance standards established in this permit, construction at the project site shall be monitored closely by an independent third party with formal training in water quality monitoring and professional experience in turbidity monitoring for coastal construction projects. Also, an individual familiar with beach construction techniques and turbidity monitoring shall be present at all times when fill material is discharged on the beach. This individual shall have authority to alter construction techniques or shut down the dredging or beach construction operations if turbidity levels exceed the compliance standards established in this permit. The names and qualifications of those individuals performing these functions along with 24-hour contact information shall be submitted for approval;
 - c. A **Scope of Work for the turbidity monitoring** to ensure that the right equipment is available to conduct the monitoring correctly at any location, and under any conditions;
 - d. Prior to the second event authorized under this permit, and each subsequent event, the **results of the intermediate turbidity monitoring** shall be evaluated and provided to the Department. If the results indicate that the project can be built using a smaller

mixing zone, this adjustment shall be made through an administrative modification to the permit prior to commencement of construction.

- e. Documentation from the U.S. Fish and Wildlife Service (FWS) that this work will be covered under a Statewide Programmatic **Biological Opinion** or a Biological Opinions (BO) issued for construction on this project site. If the BO contains conditions that are not already contained herein, the Notice to Proceed will not be issued until the permit has been modified to include those additional conditions.
 - f. Prior to the second dredging event authorized under this permit, and each subsequent event, the **Physical Monitoring Data**, as specified in Specific Condition 9, shall be submitted to select the appropriate placement locations.
6. **Pre-Construction Conference.** The Permittee shall conduct a pre-construction conference to review the specific conditions and monitoring requirements of this permit with Permittee's contractors, the engineer of record, those responsible for turbidity monitoring and the JCP Compliance Officer (or designated alternate) prior to each construction event. In order to ensure that appropriate representatives are available, at least twenty-one (21) days prior to the intended commencement date for the permitted construction, the Permittee is advised to contact the Department, and the other agency representatives listed below:

JCP Compliance Officer
E-mail: JCPCompliance@dep.state.fl.us

Imperiled Species Management Section
Florida Fish & Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600
Phone: (850) 922-4330
Fax: (850) 921-4369 or email: marineturtle@myfwc.com

The Permittee is also advised to schedule the pre-construction conference at least a week prior to the intended commencement date. At least seven (7) days in advance of the pre-construction conference, the Permittee shall provide written notification, advising the participants of the agreed-upon date, time and location of the meeting, and also provide a meeting agenda and a teleconference number.

7. Sediment quality shall be assessed as outlined in the Sediment QA/QC Plan dated September, 2014 (received on September 3, 2014). Any occurrences of placement of material not in compliance with the Plan shall be handled according to the protocols set forth in the Sediment QA/QC Plan. The sediment testing result shall be submitted to the JCP Compliance Officer within 90 days following the completion of beach construction.

The Sediment QA/QC Plan include the following:

- a. If during construction, the Permittee or Engineer determines that the beach fill material does not comply with the sediment compliance specifications, measures shall be taken to avoid further placement of noncompliant fill, and the sediment inspection results shall be reported to the Department.
 - b. The Permittee shall submit post-construction sediment testing results and an analysis report as outlined in the Sediment QA/QC Plan to the JCP Compliance Officer within 90 days following each beach construction event. The sediment testing results shall be certified by a P.E. or P.G. from the testing laboratory. A summary table of the sediment samples and test results for the sediment compliance parameters as outlined in Table 1 of the Sediment QA/QC Plan shall accompany the complete set of laboratory testing results. A statement of how the placed fill material compares to the sediment analysis and volume calculations from the geotechnical investigation shall be included in the sediment testing results report.
 - c. A post-remediation report containing the site map, sediment analysis, and volume of noncompliant fill material removed and replaced shall be submitted to the JCP Compliance Officer within 7 days following completion of remediation activities.
8. When discharging slurried sand onto the beach from a pipeline, the Permittee shall employ best management practices (BMPs) to reduce turbidity. At a minimum, these BMPs shall include the following:
- a. Use of shore-parallel sand dike to promote settlement of suspended sediment on the beach before return water from the dredged discharge reenters the Gulf of Mexico and Choctawhatchee Bay, when practical; and
 - b. Locate the discharge pipeline as far landward as possible. These measures are intended to maximize the settlement of suspended sediment on the beach before the return water flows reach open water.
9. Following the initial placement of material on Norriego Point, fill site selection shall be supported by the latest physical monitoring data over a minimum of five years in accordance with the adopted East Pass Inlet Management Implementation Plan (July 24, 2013). All physical monitoring shall be conducted in accordance to the Approved physical monitoring plan dated August, 2014. A notice to proceed for specific projects shall be withheld pending concurrence by the Department that the data support the proposed placement location.
10. Dredge material placement shall not exceed the design template of any proximate beach restoration projects. Any dredge material placement shall be strategically sited to

minimize the potential for any re-entry or re-entrainment back into the inlet or the federal navigation channel of East Pass.

11. **Pre-Construction Meeting.** The pre-construction conference held between the contractors, the engineer and staff representative of the Department (see Specific Condition 6 above) shall also include the Marine Turtle Monitor/permit holder, Bird Monitors, and staff representatives of the Florida Fish and Conservation Commission (FWC). Notification of the proposed meeting to FWC shall be sent at least 10 business days before the date of that meeting. The FWC Regional Species Conservation Biologist shall be invited. See the attached FWC contact information exhibit and FWC marine turtle staff can be contacted by sending the invitation to MarineTurtle@myfwc.com. The purpose of this portion of the meeting is to ensure that the Permittee fully understands the wildlife protection measures and site-specific measures that need to be taken before, during, and after construction.
12. **In-water Activity.** The following conditions shall be followed for all in-water activity:
 - a. All personnel associated with the project shall be instructed about the presence of marine turtles, Gulf Sturgeon and manatees, and the need to avoid collisions with (and injury to) these protected marine species. The Permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees or marine turtles, which are protected under the Endangered Species Act, the Marine Mammal Protection Act, the Marine Turtle Protection Act and the Florida Manatee Sanctuary Act.
 - b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels shall follow routes of deep water whenever possible.
 - c. Siltation or turbidity barriers (if used) shall be made of material in which manatees and marine turtles cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee or marine turtle movement.
 - d. All on-site project personnel are responsible for observing water-related activities for the presence of marine turtles and manatees. All in-water operations, including vessels, shall be shut down if a marine turtle or manatee comes within 50 feet of the operation. Activities shall not resume until the animal(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the animal(s) has not reappeared within 50 feet of the operation. Animals shall not be herded away or harassed into leaving.

- e. Any collision with or injury to a marine turtle or manatee shall be reported immediately to the FWC Hotline at 1-888-404-3922, and to FWC at ImperiledSpecies@myFWC.com. Any collision with and/or injury to a sea turtle shall also be reported immediately to the Sea Turtle Stranding and Salvage Network (STSSN) at SeaTurtleStranding@myfwc.com.
 - f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the Permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC shall be used. One sign which reads "Caution Boaters: Watch for Manatees" shall be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations shall be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to ImperiledSpecies@myFWC.com.
13. **Hopper Dredging.** In the event a hopper dredge is utilized, the following requirements shall be met:
- a. Handling of captured marine turtles shall be conducted only by persons with prior experience and training in these activities and who are duly authorized to conduct such activities through a valid Marine Turtle Permit issued by the FWC, pursuant to Chapter 68E-1, F.A.C.
 - b. Dredging pumps shall be disengaged by the operator, or the draghead bypass valve shall be open and in use when the dragheads are not firmly on the bottom, to minimize impingement or entrainment of marine turtles within the water column. This precaution is especially important during the cleanup phase of dredging operations.
 - c. A state-of-the-art rigid deflector draghead shall be used on all hopper dredges at all times of the year.
 - d. The Sea Turtle Stranding and Salvage Network (STSSN) Coordinator shall be notified at 1-904-573-3930 or via e-mail at Allen.Foley@myfwc.com of the start-up and completion of hopper dredging operations. In the event of capturing or recovering marine turtles or marine turtle parts, the STSSN shall be contacted at seaturtlestranding@myfwc.com.
14. **Trawling.** If re location trawling or non-capture trawling is required as per applicable National Marine Fisheries Service (NMFS) Biological Opinions and Incidental Take authorizations, the following is required:

- a. Any activity involving the use of nets to harass and/or to capture and handle marine turtles in Florida waters requires a Marine Turtle Permit from FWC.
- b. The Permittee or their contractor shall e-mail (MTP@MyFWC.com) weekly reports to the Imperiled Species Management Section on Friday of each week that trawling is conducted in Florida waters. These weekly reports shall include the species and number of turtles captured in Florida waters, general health, and release information. A summary (using FWC provided Excel spreadsheet) of all trawling activity (including non-capture trawling) shall be submitted to MTP@myfwc.com by January 15 of the following year or at the end of the project. The summary shall include all turtles captured in Florida waters (including all measurements), the latitude and longitude (in decimal degrees) of captures and tow start-stop points, and times for the start-stop points of the tows (including those tows on which no turtles are captured).

15. Beach Related Activities

- a. *Beach Driving.* All vehicles shall be operated in accordance with the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you- conserve/wildlife/beach-driving/>). Specifically, the vehicle shall be operated at a speed <6 mph and run at or below the high-tide line. All personnel associated with the project shall be instructed about the potential presence of nesting seabirds, shorebirds and marine turtles and the need to avoid Take of (including disturbance to) these protected species.
- b. *Beach Maintenance.* All derelict concrete, metal, and coastal armoring material and other debris shall be removed from the beach prior to any material placement, to the maximum extent practicable. If debris removal activities will take place during shorebird or marine turtle nesting seasons, the work shall be conducted during daylight hours only and shall not commence until completion of daily seabird, shorebird or marine turtle surveys each day. All excavations and temporary alteration of beach topography shall be filled or leveled to the natural beach profile prior to 9:00 p.m. each day. The beach surface shall be inspected subsequent to completion of the project and all tracks or impressions due to the project or movement of heavy equipment across the beach shall be removed.
- c. *Equipment Storage and Placement.* Staging areas for construction equipment shall be located off the beach, if off-beach staging areas are available. Nighttime storage of construction equipment not in use shall be off the beach to minimize disturbance to shorebird and marine turtle nesting and hatching activities. In addition, all construction pipes that are placed on the beach shall be located as far landward as possible without compromising the integrity of the existing or reconstructed dune system. Pipes placed parallel to the dune shall be 5 to 10 feet away from the toe of the dune. Temporary storage of pipes shall be off the beach to the maximum extent

possible. If it will be necessary to extend construction pipes past a known shorebird nesting site or over-wintering area for piping plovers, then whenever possible those pipes shall be placed landward of the site before birds are active in that area. No pipe or sand shall be placed seaward of a shorebird nesting site during the shorebird nesting season.

16. Nesting Seabird and Shorebird Protection Conditions

- a. *Selection of Bird Monitors.* The Permittee or designated representative shall hire one or more Bird Monitors, depending on the size of the area to be affected. The Bird Monitors shall monitor shorebird and seabird (shorebird) activity before, during, and after construction. Bird Monitors shall have proven seabird and shorebird identification skills and avian survey experience. Before hiring any Bird Monitors, the Representative shall provide a list of candidate Bird Monitors with (1) their contact information and (2) a summary of their qualifications, including bird identification skills and avian survey experience, to the FWC Regional Species Conservation Biologist (see the attached FWC contact information exhibit) for FWC approval before the Permittee hires the Bird Monitor(s). The list shall also be copied to JCPCCompliance@dep.state.fl.us.
- b. The Bird Monitor(s) shall review and become familiar with the general information on the FWC's Florida Shorebird Database (FSD) website (www.FLShorebirdDatabase.org). They shall use the data-collection protocol and implement data-entry procedures as outlined in that website. An outline of data to be collected, including downloadable field data sheets, is available on the website.

Breeding season varies by species. Most species have completed the breeding cycle by September 1, but flightless young may be present through September. The following breeding season dates for the project area are based on the best available information regarding ranges and habitat use by species for this project:

February 15 – September 1.

- c. Surveys during the breeding season shall begin on the first day of the breeding season, or 10 days before any site work begins, whichever is later. Surveys shall be conducted through August 31, or until all breeding activity has concluded, whichever is later.
- d. During the breeding season, the Bird Monitor(s) shall survey all potential beach-nesting bird habitats that may be affected by construction or pre-construction activities. The Bird Monitor(s) shall establish one or more shorebird survey routes in the FSD website to cover these areas.

- e. During the pre-construction and construction phases of the project, the Bird Monitor(s) shall complete surveys on a daily basis to detect breeding activity and the presence of flightless chicks before (1) equipment is moved to the area, (2) vehicles are operated in the area, or (3) any other activities occur that have the potential to disrupt breeding behavior or cause harm to the birds or their eggs or young. Once construction is completed and all personnel and equipment have been removed from the beach, surveys may be conducted at weekly intervals.
- f. The Bird Monitor(s) shall survey the project area by walking and looking for evidence of (1) shorebirds exhibiting breeding behavior, (2) shorebird chicks, or (3) shorebird juveniles, as outlined in the FSD's Breeding Bird Protocol for Shorebirds and Seabirds. The Bird Monitor(s) shall use binoculars for these surveys.
- g. If an ATV or other vehicle is needed to cover large project areas, operators shall adhere to the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you-serve/wildlife/beach-driving/>). Specifically, the vehicle shall be operated at a speed under 6 mph and only on beaches at or below the high-tide line. The Bird Monitor(s) shall stop at no greater than 200-meter intervals to look for breeding activity.
- h. Once the Bird Monitor(s) confirms that birds are breeding, as evidenced by the presence of a scrape, eggs, or young, the Bird Monitor(s) shall notify the FWC Regional Species Conservation Biologist (see the attached FWC contact information exhibit) within 24 hours. The Bird Monitor(s) shall report all breeding activity to the FSD website within one week of data collection.

17. Seabird and Shorebird Buffer Zones and Travel Corridors

The Bird Monitor(s) shall establish a disturbance-free buffer zone around any location within the project area where shorebirds have been engaged in breeding behavior, including territory defense. The FWC considers a 300-foot-wide buffer to be adequate based on published studies; however, a smaller, site-specific buffer may be established if approved by the FWC Regional Species Conservation Biologist (see the attached FWC contact information exhibit). All sources of human disturbance (including pedestrians, pets, and vehicles) shall be prohibited in the buffer zone.

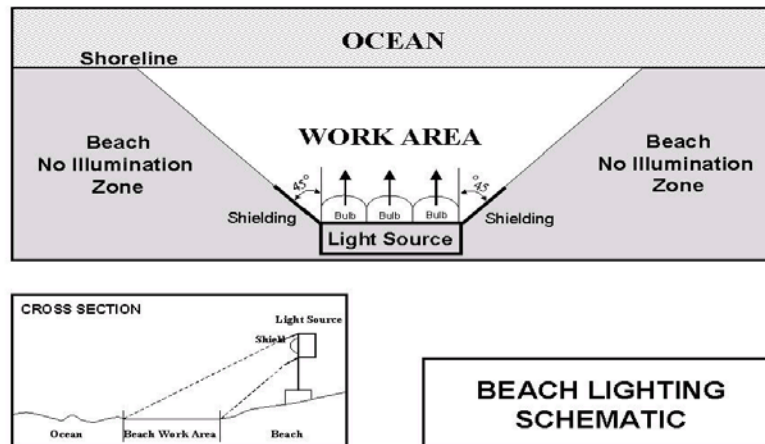
- a. The Bird Monitor(s) shall keep breeding sites under sufficient surveillance to determine if birds appear agitated or disturbed by construction or other activities in adjacent areas. If birds do appear to be agitated or disturbed by these activities, then the Bird Monitor(s) shall widen of the buffer zone immediately to a sufficient size to protect breeding birds.

- b. The Bird Monitor(s) shall ensure that reasonable and traditional pedestrian access is not blocked in situations where breeding birds will tolerate pedestrian traffic. This is generally the case with lateral movement of beach-goers walking parallel to the beach at or below the highest tide line. Pedestrian traffic may also be tolerated when breeding was initiated within 300 feet of an established beach access pathway. The Bird Monitor(s) shall work with the FWC Regional Species Conservation Biologist to determine if pedestrian access can be accommodated without compromising nesting success.
- c. The Bird Monitor(s) shall ensure that the perimeters of designated buffer zones are marked with posts, twine, and signs stating “Do Not Enter, Important Nesting Area” or similar language. The signs shall include the name and a phone number of the entity responsible for posting. Posts shall not be higher than 3 feet once installed. “Symbolic fencing” (i.e., twine, string, or rope) shall be placed between all posts and be clearly visible to pedestrians. In areas where marine turtles nest, the ropes shall be at least 2.5 feet above the ground. If pedestrian pathways are approved by the FWC Regional Species Conservation Biologist within the 300-foot buffer zone, these shall be clearly marked. The Bird Monitor(s) shall ensure that the posting is maintained in good repair until breeding is completed or terminated. Although solitary nesters may leave the buffer zone with their chicks, the posted area continues to provide a potential refuge for the family until breeding is complete. Breeding is not considered to be completed until all chicks have fledged.
- d. The Bird Monitor(s) shall ensure that no construction activities, pedestrians, moving vehicles, or stockpiled equipment are allowed within the buffer area.
- e. The Bird Monitor(s) shall designate and mark travel corridors outside the buffer areas so as not to cause disturbance to breeding birds. Heavy equipment, other vehicles, or pedestrians may go past breeding areas in these corridors. However, other activities such as stopping or turning heavy equipment and vehicles shall be prohibited within the designated travel corridors adjacent to the breeding site.
- f. When flightless chicks are present within or adjacent to travel corridors, movement of vehicles shall be adequately monitored by the Bird Monitor who shall advise the contractor whose responsibility it is to ensure no chicks are in the path of the moving vehicle and no tracks capable of trapping flightless chicks result.
- g. The FWC recommends that the Bird Monitor(s) ensure that some activity in the travel corridor is maintained on a daily basis in order to discourage birds from nesting within the travel corridor. These activities shall not be allowed to disturb shorebirds nesting on site or interfere with marine turtle nesting, especially if the corridors are established before construction has started.

- h. *Notification.* If the Bird Monitor(s) find that shorebirds are breeding within the project area, he or she shall ensure that an informational bulletin board is placed and maintained in the construction staging area. This bulletin board shall display the location map of the construction site, depict the location(s) of the bird breeding areas, and include a clearly visible warning stating: “NESTING BIRDS ARE PROTECTED BY LAW INCLUDING THE FLORIDA ENDANGERED AND THREATENED SPECIES ACT AND THE STATE AND FEDERAL MIGRATORY BIRD ACTS”.
18. **Marine Turtle Nest Surveys and Relocation.** For sand placement on Gulf-front beaches that occur during marine turtle nesting season (from May 1 through October 31), daily early morning (before 9 a.m.) surveys shall be conducted, and eggs shall be relocated per the requirements below until completion of sand placement.
- a. Marine turtle monitors shall not enter posted shorebird buffer areas to conduct monitoring or to relocate nests. Monitoring and reporting shall continue throughout the nesting season and shall be conducted according to Post-construction Monitoring and Reporting Marine Turtle Protection Conditions included in this document.
 - b. Marine Turtle Monitors: Nesting surveys and egg relocations shall only be conducted by persons with prior experience and training in these activities and who are duly authorized to conduct such activities through a valid permit issued by FWC, pursuant to Chapter 68E-1, F.A.C. Please contact FWC’s Marine Turtle Management Program in Tequesta at MTP@myfwc.com for information on the permit holder in the project area. It is the responsibility of the Permittee to ensure that nesting surveys are completed by the authorized Marine Turtle Permit Holder. Nesting surveys shall be conducted daily between sunrise and 9 a.m.
 - c. Nesting surveys shall be initiated 65 days prior to sand placement activities or by the beginning of marine turtle nesting season, whichever is later. Nesting surveys shall continue daily through the end of the project, or August 31, or until two weeks after the last crawl in the project area, whichever is earlier. If nests are laid in areas where they may be affected by sand placement activities, eggs shall be relocated per the requirements listed in these conditions. Monitoring shall resume following nesting seasons according to Post-construction Monitoring and Reporting Marine Turtle Protection Conditions included in this document.
 - d. Only those nests in the area where sand placement will occur shall be relocated. Nest relocation shall cease upon completion of sand placement. Nests requiring relocation shall be moved no later than 9:00 a.m., the morning following deposition to a nearby self-release beach site, in a secure setting, where artificial lighting would not interfere with hatchling orientation. Relocated nests shall not be placed in organized groupings. Relocated nests shall be randomly staggered along the length and width

- of the beach, in settings that are not expected to experience daily inundation by high tides or known to routinely experience severe erosion and egg loss, or that are subject to artificial lighting. Nest relocations in association with construction activities shall cease when sand placement activities no longer threaten nests.
- e. Nests deposited within areas where construction activities have ceased, or will not occur for 65 days, or nests laid in the nourished berm prior to tilling shall be marked and left in place. The turtle permit holder shall install an on-beach marker at the nest site and/or a secondary marker at a point as far landward as possible to assure that future location of the nest will be possible should the on-beach marker be lost. No activity shall occur within this area, nor shall any activities occur that could result in impacts to the nest. Nest sites shall be inspected daily to assure nest markers remain in place and the nest has not been disturbed by the project activity.
19. **Marine Turtle or Nest Encounters.** Upon locating a dead or injured marine turtle adult, hatchling or egg that may have been harmed or destroyed as a direct or indirect result of the project, the Permittee shall ensure that the FWC is notified at FWC Wildlife Alert at 1-888-404-FWCC (3922). Care shall be taken in handling injured marine turtles or eggs to ensure effective treatment or disposition, and in handling dead specimens to preserve biological materials in the best possible state for later analysis. In the event a marine turtle nest is excavated during construction activities, but not as part of the authorized nest relocation process outlined in these specific conditions, the permitted person responsible for egg relocation for the project shall be notified immediately so the eggs can be moved to a suitable relocation site.
20. **Project Lighting.** Direct lighting of the beach and nearshore waters during the Marine Turtle nesting season shall be limited to the immediate construction area and shall comply with safety requirements. Lighting on offshore or onshore equipment shall be minimized through reduction, shielding, lowering and appropriate placement to avoid excessive illumination of the water's surface and nesting beach while meeting all Coast Guard, EM 385-1-1, and OSHA requirements. Light intensity of lighting equipment shall be reduced to the minimum standard required by OSHA for General Construction areas, in order not to misdirect marine turtles. Shields shall be affixed to the light housing and be large enough to block light from all lamps from being transmitted outside the construction area (Figure 1 below).

Figure 1.



21. **Fill Restrictions.** During the marine turtle nesting season, the contractor shall not extend the beach fill more than 500 feet along the shoreline between dusk and the following day until the daily nesting survey has been completed and the beach cleared for fill advancement. An exception to this may occur if there is permitted marine turtle monitor present on-site to ensure no nesting and hatching marine turtles are present within the extended work area. If the 500 feet is not feasible for the project, an agreed upon distance shall be established during the preconstruction meeting. Once the beach has been cleared, and the necessary nest relocations have been completed, the contractor shall be allowed to proceed with the placement of fill during daylight hours until dusk, at which time the 500-foot length limitation shall apply.
22. **Compaction Sampling.** Sand compaction shall be monitored in the area of sand placement immediately after completion of the nourishment event and prior to April 15th for three (3) subsequent years and shall be monitored in accordance with a protocol agreed to by the FWC and the Permittee. The requirement for compaction monitoring can be eliminated if the decision is made to till regardless of post-construction compaction levels. Out-year compaction monitoring and remediation are not required if placed material no longer remains on the beach. At a minimum, the protocol provided under a. and b. below shall be followed. If the average value for any depth exceeds 500 pounds per square inch (psi) for any two or more adjacent stations, then that area shall be tilled immediately prior to April 15th. If values exceeding 500 psi are distributed throughout the project area but in no case do those values exist at two adjacent stations at the same depth, then the Permittee shall consult with the FWC to determine if tilling is required. If a few values exceeding 500 psi are present randomly within the project area, tilling shall not be required.

- a. Compaction sampling stations shall be located at 500-foot intervals along the project area. One station shall be at the seaward edge of the dune/bulkhead line (when material is placed in this area), and one station shall be midway between the dune line and the high water line (normal wrack line).
- b. At each station, the cone penetrometer shall be pushed to depths of 6, 12 and 18 inches three times (i.e., three replicates at each depth). Material may be removed from the hole if necessary to ensure accurate readings of successive levels of sediment. The penetrometer may need to be reset between pushes, especially if sediment layering exists. Layers of highly compact material may lie over less compact layers. Replicates shall be located as close to each other as possible, without interacting with the previous hole and/or disturbed sediments. The three replicate compaction values for each depth shall be averaged to produce final values for each depth at each station. Reports shall include all 18 values for each transect line, and the final 6 averaged compaction values.
- c. No compaction sampling shall occur within 300 feet of any shorebird nest.
- d. Any vehicles operated on the beach in association with compaction surveys shall operate in accordance with the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you-choose/wildlife/beach-driving/>).

23. Tilling Requirements

If tilling is required, as specified above, the area shall be tilled to a depth of 24 inches. All tilling activity shall be completed prior to the marine turtle nesting season. If tilling occurs during shorebird nesting season, shorebird surveys prior to tilling shall be required per the Shorebird Conditions included within this document. It is the responsibility of the contractors (and ultimately the Permittee) to avoid tilling, scarp removal, or dune vegetation planting in areas where nesting birds are present. Each pass of the tilling equipment shall be overlapped to allow thorough and even tilling. If the project is completed during the marine turtle nesting season, tilling shall not be performed in areas where nests have been left in place or relocated. If compaction measurements are taken, a report on the results of the compaction monitoring shall be submitted electronically to FWC at marineturtle@myfwc.com prior to any tilling actions being taken.

- a. No tilling shall occur within 300 feet of any shorebird nest.
- b. If flightless shorebird young are observed within the work zone or equipment travel corridor, a Shorebird Monitor shall be present during the operation to ensure that equipment does not operate within 300 feet of the flightless young.

- c. A relatively even surface, with no deep ruts or furrows, shall be created during tilling. To do this, chain-linked fencing or other material shall be dragged over those areas as necessary after tilling.
- d. Tilling shall occur landward of the wrack line and avoid all vegetated areas 3 square feet or greater with a 3-foot-wide buffer around the vegetated areas. The slope between the mean high water line and the mean low water line must be maintained in such a manner as to approximate natural slopes.
- e. Any vehicles operated on the beach in association with tilling shall operate in accordance with the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you- conserve/wildlife/beach-driving/>).

24. Escarpment Surveys

Visual surveys for escarpments along the project area shall be made immediately after completion of the sand placement project and during March 15 to April 15 for three (3) subsequent years if sand from the project area still remains on the beach. Escarpments that interfere with marine turtle nesting or that exceed 18 inches in height for a distance of at least 100 feet shall be leveled and the beach profile shall be reconfigured to minimize scarp formation by April 15. Any escarpment removal shall be reported by location. If the project is completed during the marine turtle nesting and hatching season, escarpments may be required to be leveled immediately, while protecting nests that have been relocated or left in place. The Permittee shall contact FWC immediately if subsequent reformation of escarpments occurs during the nesting and hatching season, and the escarpments interfere with marine turtle nesting or exceed 18 inches in height for a distance of 100 feet. The FWC would then determine the appropriate action to be taken. If it is determined that escarpment leveling is required during the nesting or hatching season, the FWC shall provide a brief written authorization that describes methods to be used to reduce the likelihood of impacting existing nests. An annual summary of escarpment surveys and actions taken shall be submitted electronically to marineturtle@myfwc.com along with the annual summary as described below. If escarpment removal occurs during shorebird breeding season, shorebirds surveys shall be required per the Shorebird Conditions included within this document prior to removal. (NOTE: Out-year escarpment monitoring and remediation are not required if placed material no longer remains on the dry beach).

- a. No heavy equipment shall operate within 300 feet of any shorebird nest.
- b. If flightless shorebird young are observed within the work zone or equipment travel corridor, a Shorebird Monitor shall be present during the operation to ensure that equipment does not operate within 300 feet of the flightless young.

- c. Any vehicles operated on the beach in association with escarpment surveys or removal shall operate in accordance with the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you-conserve/wildlife/beach-driving/>).

25. Post-construction Conditions, Monitoring and Reporting

- a. Shorebird: If beach cleaning will occur on the nourished beach, a minimum of 30% of the biotic material within the wrack line shall be left on the beach post-cleaning at the strand line in a natural configuration to ensure that the nourished beach re-establishes its function as foraging habitat for shorebirds. This shall occur for as long as the placed sand remains on the beach.
 - b. Marine Turtles: Reports on all marine turtle nesting activity shall be provided for the initial marine turtle nesting season (May 1 through September 30) and for up to two additional nesting seasons as follows:
 - i. For the initial nesting season and the following year, the number and type of emergences (nests or false crawls) shall be reported per species in accordance with **Table 1 below**. An additional year of nesting surveys may be required if nesting success for any species on the nourished beach is less than 40%.
 - ii. For the initial nesting season, reproductive success shall be reported per species in accordance with Table 1 below. Reproductive success shall be reported for all loggerhead, Kemp's ridley, green and leatherback nests.
 - iii. In the event that the reproductive success documented by species meets or exceeds required criteria (outlined in Table 1 below) for each species, monitoring for reproductive success shall be recommended, but not required for the second year post-construction.
 - iv. Monitoring of nesting activity in the seasons following construction shall include daily surveys and any additional measures authorized by the FWC. Summaries shall include all crawl activity, nesting success rates, hatching success of all relocated nests, hatching success of a representative sampling of nests left in place (if any) by species, project name and applicable project permit numbers and dates of construction.
- 26.** Data shall be reported for the nourished areas in accordance with the Table 1 below and shall include number of nests lost to erosion or washed out. Summaries of nesting activity shall be submitted in electronic format (Excel spreadsheets) to the FWC Imperiled Species Management Section at marineturtle@myfwc.com and **copied to** JCPCompliance@dep.state.fl.us. All summaries shall be submitted by January 15 of the

following year. The FWC Excel spreadsheet is available upon request from marineturtle@myfwc.com.

Table 1. Marine Turtle Monitoring for Beach Placement of Material

Metric	Duration	Variable	Criterion
Nesting Success	Year of construction and one year post construction if placed sand remains on beach. Up to three years if variable does not meet criterion. ^{1 and 2}	Number of nests and non-nesting emergences by day by species	40% or greater
Hatching Success	Year of construction. Additional one to two years post construction if placed sand remains on beach and variable does not meet criterion. ^{1 and 2}	Number of hatchlings by species to completely escape egg	Average of 60% or greater (data must include washed out nests)
Emergence Success	Year of construction. Additional one to two years post construction if placed sand remains on beach and variable does not meet success criterion. ^{1 and 2}	Number of hatchlings by species to emerge from nest onto beach	Average must not be significantly different than the average hatching success
Disorientation	Year of construction and one to three years post construction if placed sand remains on beach. ^{1 and 2}	Number of nests and individuals that disorient	
Lighting Surveys	Two surveys the year following construction, one survey between May 1 and May 15 and second survey between July 15 and August 1. ^{1 and 2}	Number, location and photographs of lights visible from nourished berm, corrective actions and notifications made	100% reduction in lights visible from nourished berm within one to two month period
Compaction	Not required if the beach is tilled prior to nesting season each year placed sand remains on beach.	Shear resistance	Less than 500 psi
Escarpment Surveys	Weekly during nesting season for up to three years each year placed sand remains on the beach. ²	Number of scarps 18 inches or greater extending for more than 100 feet that persist for more than 2 weeks	Successful remediation of all persistent scarps as needed

Notes: ¹Not required for maintenance dredging.

²Not required if dredged sand is placed in the nearshore swash or littoral zones only.

MONITORING REQUIRED:

27. Water Quality - Turbidity shall be monitored follows:

Units: Nephelometric Turbidity Units (NTUs).

Frequency: 3 times daily, at least 4 hours apart, during all dredging and sand placement operations. Sampling shall be conducted **while the highest project-related turbidity levels are crossing the edge of the mixing zone**. Since turbidity levels can be related to pumping rates, the dredge pumping rates shall be recorded, and provided to the Department upon request. The compliance samples and the corresponding background samples shall be collected at approximately the same time, i.e., one shall immediately follow the other.

Location: Background: At surface, mid-depth, and (for sites with depths greater than 25 feet) 2 meters above the bottom, clearly outside the influence of any artificially generated turbidity plume or the influence of an outgoing inlet plume.

Dredge Site: Samples shall be collected at least 300 meters up-current from the source of turbidity at the dredge site.

Gulf-Front Beach Sites: Samples shall be collected at least 300 meters up-current from any portion of the beach that has been, or is being, filled during the current construction event, at the same distances offshore as the associated compliance samples.

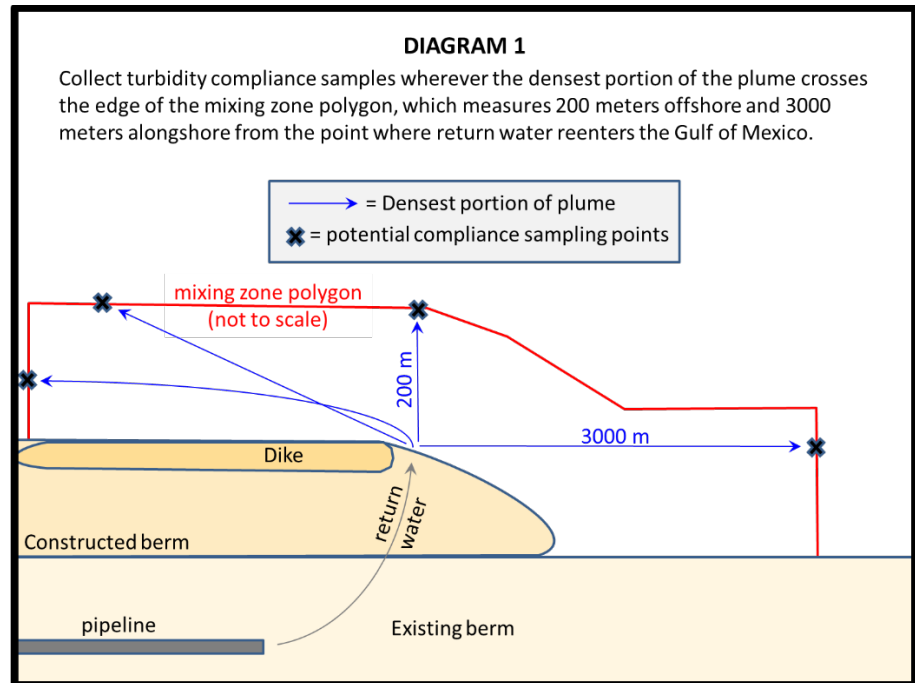
Norriego Point Site: Samples shall be collected at least 300 meters up-current from any portion of the site that has been, or is being, filled during the current construction event, at the same distances offshore as the associated compliance samples.

Compliance: At surface, mid-depth, and (for sites with depths greater than 25 feet) 2 meters above the bottom.

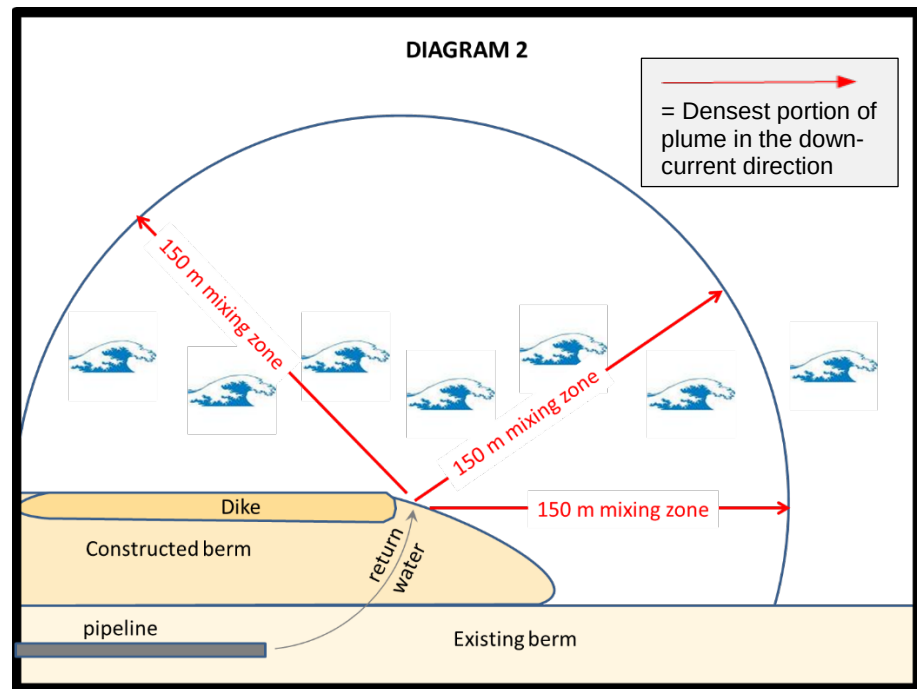
Dredge Site: Samples shall be collected 150 meters down-current from the dredge head, **and** from any other source of turbidity generated by the dredge, in the densest portion of any visible turbidity plume. If no plume is visible, follow the likely direction of flow.

Gulf-Front Beach Site, on the western side of East Pass (in OFW): Samples shall be collected where the densest portion of the turbidity plume crosses the edge of the mixing zone polygon, which measures

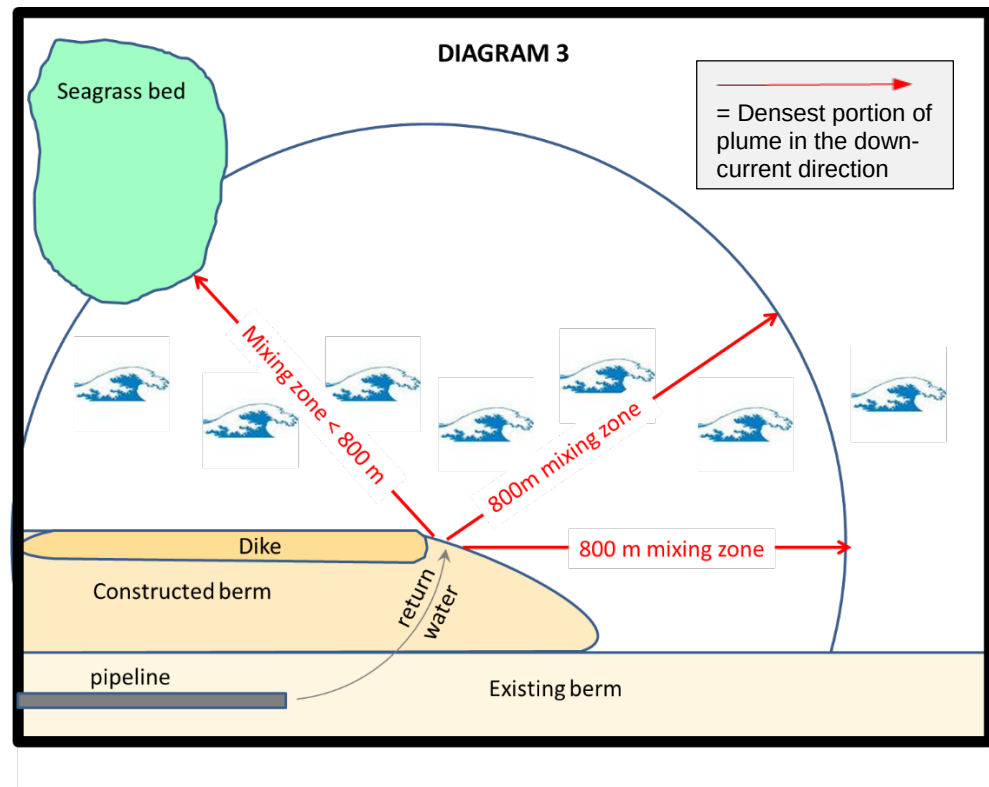
up to 200 meters offshore and up to 3,000 meters alongshore from the point where the return water from the dredged discharge reenters the Gulf of Mexico. *Note: If the plume flows parallel to the shoreline, the densest portion of the plume may be close to shore, in shallow water. In that case, it may be necessary to access the sampling location from the shore, in water that is too shallow for a boat. See Diagram 1.*



Gulf-Front Beach Site, on the eastern side of East Pass (outside of OFW): Samples shall be collected where the densest portion of the turbidity plume crosses the edge of the mixing zone, which measures 150 meters down-current from the point where the return water from the dredged discharge reenters the Gulf of Mexico, as shown in Diagram 2. *Note: If the plume flows parallel to the shoreline, the densest portion of the plume may be close to shore, in shallow water. In that case, it may be necessary to access the sampling location from the shore, in water that is too shallow for a boat.*



Norriego Point Site: Samples shall be collected where the densest portion of the turbidity plume crosses the edge of the mixing zone, which measures 800 meters down-current from the point where the return water from the dredged discharge reenters East Pass, or at the edge of the nearest seagrass beds in the down-current direction, whichever is closer. *Note: If the plume flows parallel to the shoreline, the densest portion of the plume may be close to shore, in shallow water. In that case, it may be necessary to access the sampling location from the shore, in water that is too shallow for a boat. See Diagram 3.*



Intermediate Monitoring shall be conducted at the placement sites where the mixing zone exceeds 150 meters in size. Samples shall be collected at surface, mid-depth, and (for sites with depths greater than 25 feet) 2 meters above bottom. Intermediate sampling sites for the Gulf-front placement shall be located in the densest portion of the turbidity plume, at points approximately 1,000, 1,500, 2,000 and 2,500 meters down-current from the point where the return water from the dredged discharge reenters the Gulf of Mexico (if those points are located inside the mixing zone). Intermediate sampling sites for the Norriego Point placement shall be located in the densest portion of the turbidity plume, at points approximately 150, 250 and 500 meters down-current from the point where the return water from the dredged discharge reenters East Pass (if those points are located inside the mixing zone). These measurements will be used to establish the appropriate mixing zone size for subsequent events.

Calibration: The instruments used to measure turbidity shall be fully calibrated with primary standards within one month of the commencement of the project, and at least once a month throughout the project. Calibration with secondary standards shall be verified each morning prior to use, after each time the instrument is turned on, and after field sampling using two secondary turbidity “standards” that bracket the anticipated

turbidity samples. If the post-sampling calibration value deviates more than 8% from the previous calibration value, results shall be reported as estimated and a description of the problem shall be included in the field notes.

Analysis of turbidity samples shall be performed in compliance with DEP-SOP-001/01 FT 1600 Field Measurement of Turbidity:

<http://publicfiles.dep.state.fl.us/dear/sas/sopdoc/2008sops/ft1600.pdf>

If the turbidity monitoring protocol specified above prevents the collection of accurate data, the person in charge of the turbidity monitoring shall contact the JCP Compliance Officer to establish a more appropriate protocol. Once approved in writing by the Department, the new protocol shall be implemented through an administrative permit modification.

28. The **compliance** locations given above shall be considered the limits of the temporary mixing zone for turbidity allowed during construction. If monitoring reveals turbidity levels at the **compliance** sites that are greater than 3.0 NTUs above the corresponding background turbidity levels for the Gulf-Front Beach Site, on the western side of East Pass (in OFW), 6.2 NTUs above the corresponding background turbidity levels for the Norriego Point placement site when the plume extends into OFW, or 29 NTUs above the corresponding background turbidity levels outside the OFW, the construction activities shall **cease immediately** and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. Any such occurrence shall also be immediately reported to the JCP Compliance Officer via email at JCPCompliance@dep.state.fl.us and include in the subject line, "TURBIDITY EXCEEDANCE", and the Project Name and Permit Number. Also notify the Department's Northwest District office.

Any project-associated turbidity source other than the authorized dredging or fill placement (e.g., scow or pipeline leakage) shall be monitored as close to the source as possible. If the turbidity level exceeds the limits stated in the preceding paragraph, the construction activities related to the exceedance shall **cease immediately** and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. This turbidity monitoring shall continue every hour until background turbidity levels are restored or until otherwise directed by the Department. The Permittee shall notify the Department, by separate email to the JCP Compliance Officer, of such an event within 24 hours of the time the Permittee first becomes aware of the discharge. The subject line of the email shall state "OTHER PROJECT-ASSOCIATED DISCHARGE, TURBIDITY EXCEEDANCE".

When reporting a turbidity exceedance, the following information shall also be included:

- a. the Project Name;

- b. the Permit Number;
- c. location and level (NTUs above background) of the turbidity exceedance;
- d. the time and date that the exceedance occurred; and
- e. the time and date that construction ceased.

Prior to re-commencing the construction, a report shall be emailed to the JCP Compliance Officer with the same information that was included in the “Exceedance Report”, plus the following information:

- a. turbidity monitoring data collected during the shutdown documenting the decline in turbidity levels and achievement of acceptable levels;
- b. corrective measures that were taken; and
- c. cause of the exceedance.

29. **Turbidity Reports:** All turbidity monitoring data shall be submitted within one week of analysis. The data shall be presented in tabular format, indicating the measured turbidity levels at the compliance sites for each depth, the corresponding background levels at each depth and the number of NTUs over background at each depth. Any exceedances of the turbidity levels specified in Specific Condition 28 shall be highlighted in the table. In addition to the raw and processed data, the reports shall also contain the following information:

- a. time of day samples were taken;
- b. dates of sampling and analysis;
- c. GPS location of sample;
- d. depth of water body;
- e. depth of each sample;
- f. antecedent weather conditions, including wind direction and velocity;
- g. tidal stage and direction of flow;
- h. water temperature;

- i. a map, overlaid on an aerial photograph, indicating the sampling locations, dredging and discharge locations, and direction of flow. A sample map shall reviewed and approved by the Department prior to construction;
 - j. a statement describing the methods used in collection, handling, storage and analysis of the samples;
 - k. a statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection, calibration of the meter, accuracy of the data and precision of the GPS measurements;
 - l. When samples cannot be collected, include an explanation in the report. If unable to collect samples due to severe weather conditions, include a copy of a current report from a reliable, independent source, such as an online weather service.
30. The initial dredging event shall not include the portion of the Main Channel that extends north of the Highway 98 Bridge, where seagrasses are present. During subsequent events, the portion of the channel located north of the bridge shall not be dredged unless the permit is modified to include seagrass monitoring and addresses the potential seagrass impacts and mitigation. Seagrass surveys shall be required prior to the dredging of this area. In the event a permit modification is granted to authorize dredging north of the Highway 98 Bridge the following conditions apply:
- a. The in-water seagrass survey shall involve a visual inspection of the channel, the proposed pipeline route, the 150-meter mixing zone adjacent the dredge area, and all vessel operation areas. Transects shall be no more than 20 meters apart, or the minimum spacing necessary for visual assessment of all marine substrate within the areas of concern. The perimeter of all seagrass beds within the mixing zone shall be delineated on a map at a resolution sufficient to help the contractor avoid anchoring within the beds, and for use in Specific Condition No. 27 (Water Quality Monitoring). The density of seagrass and macroalgae shall be indicated for various portions of the community. Species composition and abundance information shall also be noted and spatially referenced. A copy of this map shall be provided to the Department with the first weekly turbidity report described in Specific Condition No. 29.
 - b. If seagrasses are located within 15 meters of the top of the adjusted channel side slopes, the dredging would be prohibited. However, the prohibition could be rescinded if the Permittee applies for and receives a permit modification to address any necessary adjustments to the turbidity mixing zone, the possible need for seagrass mitigation, the possible need for a post construction survey, and the possible need for seagrass monitoring.

- c. The identified pipeline corridor shall avoid seagrasses and macroalgae within a 3-meter radius of the centerline. However, if the pipeline corridor cannot avoid such resources, the Permittee may apply for a permit modification to allow a minimal amount of impact. The permit modification application must include a quantitative estimate of seagrass acreage and density (including species composition) within the corridor and address seagrass avoidance, mitigation or remediation strategies.
 - d. Whenever seagrasses occur within 50 meters of the channel being dredged, coordinates of all dredge anchor drop points shall be recorded using DGPS technology, accurate to two (2) meters. The Permittee shall instruct the contractor to anchor outside of seagrass beds.
 - e. Within 21 days of completing any dredging north of the Highway 98 Bridge, a post-construction seagrass survey shall be conducted following the same approximate transect routes as were used for the pre-construction survey, except that areas previously identified as barren sand do not need to be re-surveyed. Although anchoring is prohibited within seagrass beds, if such unauthorized anchoring occurs, divers shall assess the impacts at those anchor locations. Within 60 days of the post-construction seagrass survey, a report shall be emailed to the JCP Compliance Officer documenting all signs of impact to the seagrass beds since the pre-construction survey (e.g., reduced perimeter, reduced density, and scouring), and an approximate quantification of the extent of the impacts.
 - f. Impacts to seagrasses are not approved by this permit unless so authorized through a permit modification. Unintentional impacts to seagrasses will require remediation and may require further mitigation to fully offset the impacts.
31. The Permittee shall require the biological monitoring company to submit raw data and reports directly to the Department. The Department is entitled to communicate directly with the biological monitoring company on issues related to biological data collection and methodology, and field sampling logistics without having to coordinate through the Permittee. Any issues involving changes to the monitoring or mitigation plan or changes to the permit conditions shall involve coordination with the Permittee. Monitoring companies shall assess biological monitoring results independently and without consultation with the Permittee or its contractors and shall submit reports to the Department, contractor and Permittee simultaneously. This condition does not authorize the Department to change the scope of the monitoring without coordinating with the Permittee.
32. If the Permittee is unable to complete two maintenance events within the 15-year life of the permit, the Permittee may request (prior to the expiration date of the permit), and the Department shall grant, an extension of the permit expiration date in order to allow

completion of the second maintenance event. The extension would be documented through an administrative modification.

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Martin K. Seeling, Administrator
Beaches, Inlets and Ports Program

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.



Deputy Clerk

02/26/15

Date

Prepared by Tom Jacobs.

Attachments: Approved Permit Drawings (21 pages)
FWC Regional Biologist Contact Information
Approved physical monitoring plan dated August, 2014

RECEIVED

DEC 12 2014

DIVISION OF WATER
RESOURCE MANAGEMENT



AERIAL REFERENCE: GOOGLE EARTH, 2013
0 1000
SCALE: 1" = 3,000'
No. 89244



TAYLOR ENGINEERING INC.

1221 AIRPORT ROAD
SUITE 210
DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION 0-4016

FIGURE C-1
TITLE SHEET
EAST PASS AND DESTIN HARBOR MAINTENANCE DREDGING
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-017
DRAWN BY	AF
SHEET	1 of 21
DATE	SEPT 2014



PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

GENERAL NOTES:

1. ALL ELEVATIONS REFERENCE MEAN LOWER LOW WATER, UNLESS NOTED OTHERWISE.
2. ALL COORDINATES REFERENCE STATE PLANE FLORIDA NORTH NAD 83.
3. EAST PASS MAIN CHANNEL AND OLD PASS LAGOON CHANNEL SURVEYED ON MARCH/APRIL 2014 BY US ARMY CORPS OF ENGINEERS.
4. AERIAL IMAGERY TAKEN IN 2013 AND OBTAINED FROM GOOGLE EARTH. AERIAL IMAGERY DISPLAYED HEREON FOR INFORMATIONAL PURPOSES ONLY, NO PHOTOGRAPHIC ACCURACY IS IMPLIED BY THIS MAP.
5. FEDERAL NAVIGATION CHANNEL BOUNDARIES DEFINED BY FDEP PERMIT # 0288799-001-JC FOR THE USACE'S EAST PASS MAINTENANCE DREDGING PROJECT; PERMIT DRAWINGS DATED JULY 2008; AND USACE ELECTRONIC FILES OF THE NAVIGATION CHANNEL AVAILABLE AT [HTTP://NAVIGATION.SAM.USACE.ARMY.MIL/SURVEYS/DETAIL.ASP?CODE=DE](http://NAVIGATION.SAM.USACE.ARMY.MIL/SURVEYS/DETAIL.ASP?CODE=DE)
6. WEST BEACH DISPOSAL AREA DEFINED BY FDEP PERMIT # 0288799-001-JC FOR THE USACE'S EAST PASS MAINTENANCE DREDGING PROJECT
7. NORRIEGO POINT DISPOSAL AREA DEFINED BY FDEP PERMIT # 0175572-003-JC FOR THE NORRIEGO POINT STABILIZATION PROJECT
8. EAST BEACH DISPOSAL AREA DEFINED BY FDEP PERMIT # 0288575-004-JC FOR THE WEST DESTIN BEACH RESTORATION PROJECT
9. ALL DREDGE SPOIL WILL BE DISCHARGED WITHIN THE PROJECT AREAS DEFINED BY THE ABOVE FDEP PERMITS
10. ALL DREDGE SPOIL PLACED WITHIN THE EAST BEACH AND WEST BEACH DISPOSAL AREAS WILL BE PLACED WITHIN THE SWASH ZONE (AT OR BELOW THE 3' NAVD 88 CONTOUR)
11. TIDAL DATUMS OBTAINED FROM NOAA CENTER FOR OPERATIONAL OCEANOGRAPHIC PRODUCTS AND SERVICES ([HTTP://TIDESANDCURRENTS.NOAA.GOV/](http://tidesandcurrents.noaa.gov/)).

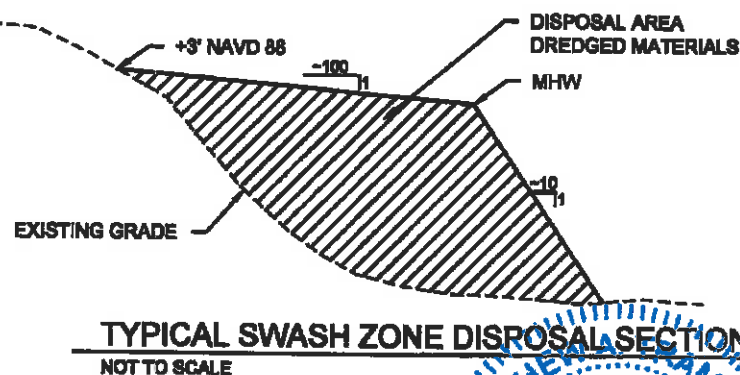
FEDERAL CHANNEL DESCRIPTION:

THE FEDERALLY AUTHORIZED CHANNEL EXTENDS FROM THE GULF OF MEXICO INTO CHOCTAWHATCHEE BAY (MAIN CHANNEL), TERMINATING 5,100 LINEAR FEET NORTH OF THE HIGHWAY 98 BRIDGE, AND BRANCHES 3,800 LINEAR FEET FROM THE MAIN CHANNEL INTO OLD PASS LAGOON (OLD PASS LAGOON CHANNEL). THE AUTHORIZED DREDGE WIDTHS AND DEPTHS, REFERENCED TO MEAN LOWER LOW WATER (MLLW), ARE AS FOLLOWS:

1. 180 FEET WIDE BY -22 FEET DEEP, FOR THE REACH OF THE MAIN CHANNEL EXTENDING FROM THE GULF OF MEXICO NORTHWARD TO THE OUTER REACHES OF THE JETTIES (STATION 0+00 TO STATION 38+88)
2. 180 FEET WIDE BY -16 FEET DEEP, FOR THE REACH OF THE MAIN CHANNEL EXTENDING FROM THE OUTER REACHES OF THE JETTIES NORTHWARD THROUGH CHOCTAWHATCHEE BAY (STATION 38+88 TO STATION 146+00)
3. 175 FEET WIDE BY -14 FEET DEEP, FOR THE WESTERN PORTION OF THE OLD PASS LAGOON CHANNEL FROM THE EDGE OF THE MAIN CHANNEL TO STATION 13+00
4. 100 FEET WIDE BY -8 FEET DEEP, FOR THE EASTERN PORTION OF THE OLD PASS LAGOON CHANNEL FROM STATION 13+00 TO STATION 41+25
5. CHANNEL WIDENERS, AS SHOWN IN THESE DRAWINGS, INCLUDE THE FOLLOWING AREAS:
 - A. MAIN CHANNEL FROM STATION 48+79 TO 65+38, -16 FEET DEEP WITH VARIABLE WIDTHS
 - B. NORTH OF THE HIGHWAY 98 BRIDGE FROM STATION 117+84 TO 128+56, -16 FEET DEEP WITH VARIABLE WIDTHS
 - C. WESTERN PORTION OF THE OLD PASS LAGOON CHANNEL FROM STATION 08+00 TO 12+00, -14 FEET DEEP WITH VARIABLE WIDTHS

TIDAL DATUM REFERENCE:

MHHW	0.61'
MHW	0.60'
MSL	0.28'
MLW	0.01'
MLLW	0.00'
NAVD 88	-0.12'



PERMIT # 288799003



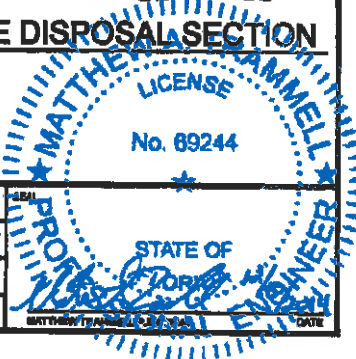
TAYLOR ENGINEERING INC.

1221 AIRPORT ROAD
SUITE 210
DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION # 6815

FIGURE C-2
GENERAL NOTES
EAST PASS AND DESTIN HARBOR MAINTENANCE DREDGING
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-017
DESIGNED BY	AF
SHEET	2 of 21
DATE	SEPT 2014



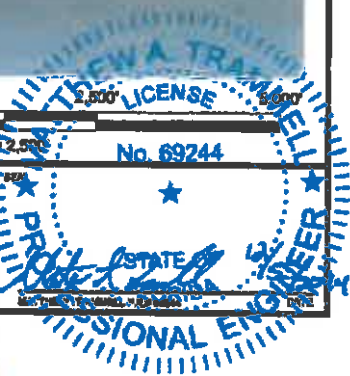
PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



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 DESTIN, FL 32541
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**FIGURE C-3
 PROJECT OVERVIEW
 EAST PASS AND DESTIN HARBOR MAINTENANCE DREDGING
 OKALOOSA COUNTY, FLORIDA**

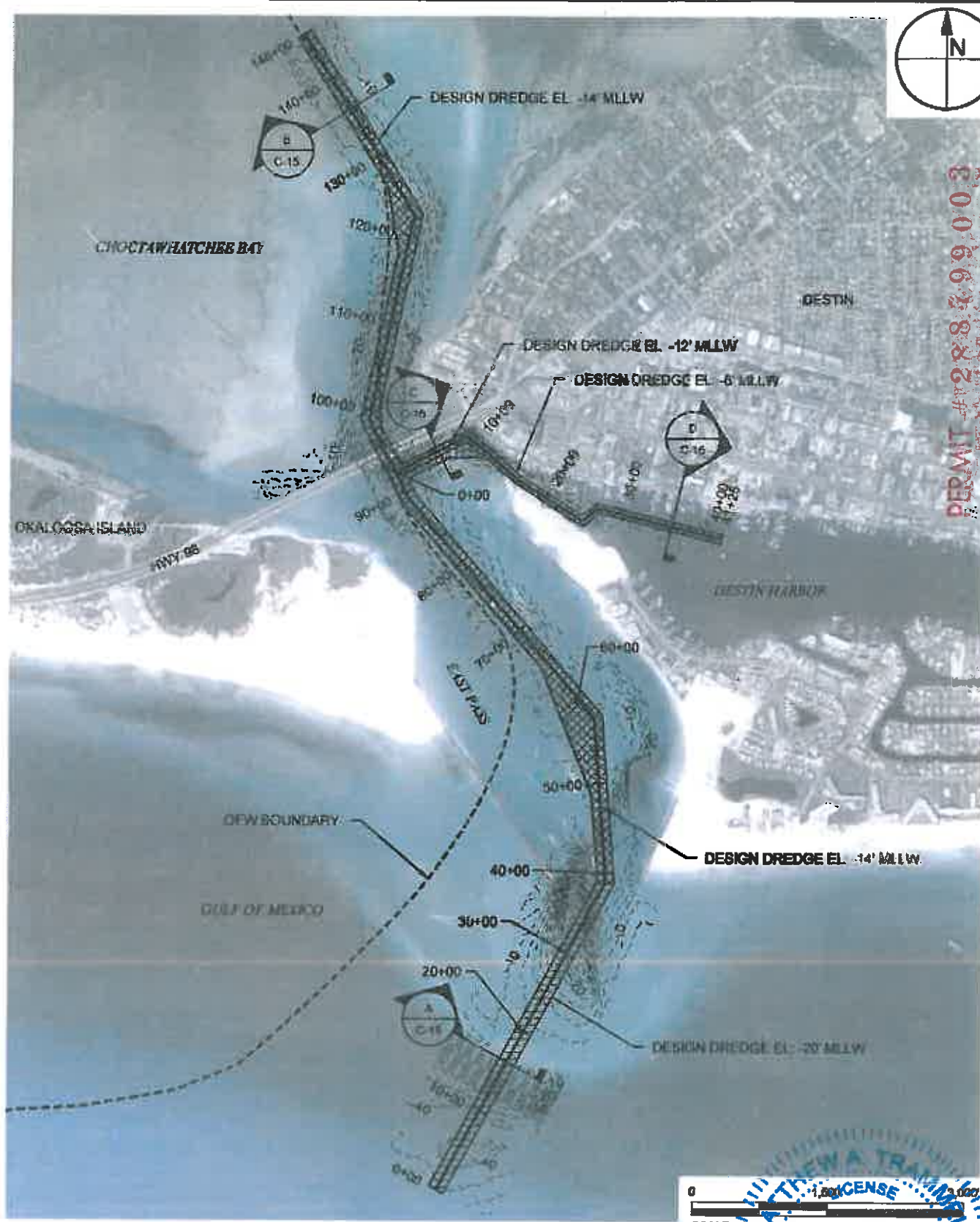
PROJECT	G2014-017
DRAWN BY	AF
SHEET	3 of 21
DATE	SEPT 2014



PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



PERMIT 288299003



NOT FOR CONSTRUCTION. THIS DRAWING IS THE PROPERTY OF TAYLOR ENGINEERING INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM TAYLOR ENGINEERING INC.



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FIGURE C-4 DREDGING OVERVIEW EAST PASS AND DESTIN HARBOR MAINTENANCE DREDGING OKALOOSA COUNTY, FLORIDA				
PROJECT	C2014-017	DRAWN BY	AF	SHEET
			4 of 21	DATE
			SEPT 2014	

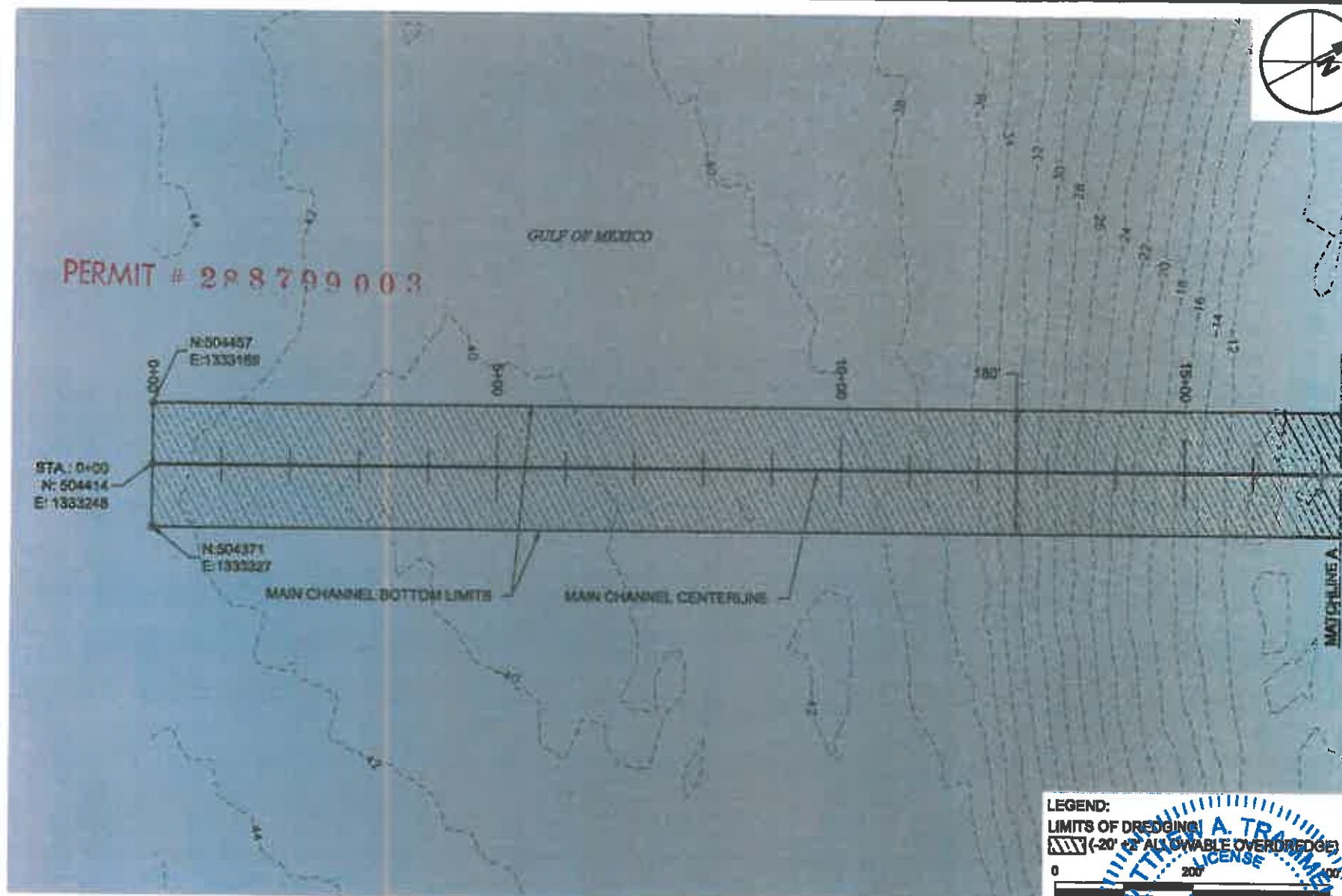


STATE OF FLORIDA
PROFESSIONAL ENGINEER
No. 69244

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PERMIT # 288799003



LEGEND:
LIMITS OF DREDGING
((-20' ± ALLOWABLE OVERDREDGE))

0 200 400
SCALE: 1" = 200'

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SUITE 210
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4816

FIGURE C-8
DREDGE PLAN
EAST PASS AND DESTIN HARBOR MAINTENANCE DREDGING
OKALOOSA COUNTY, FLORIDA

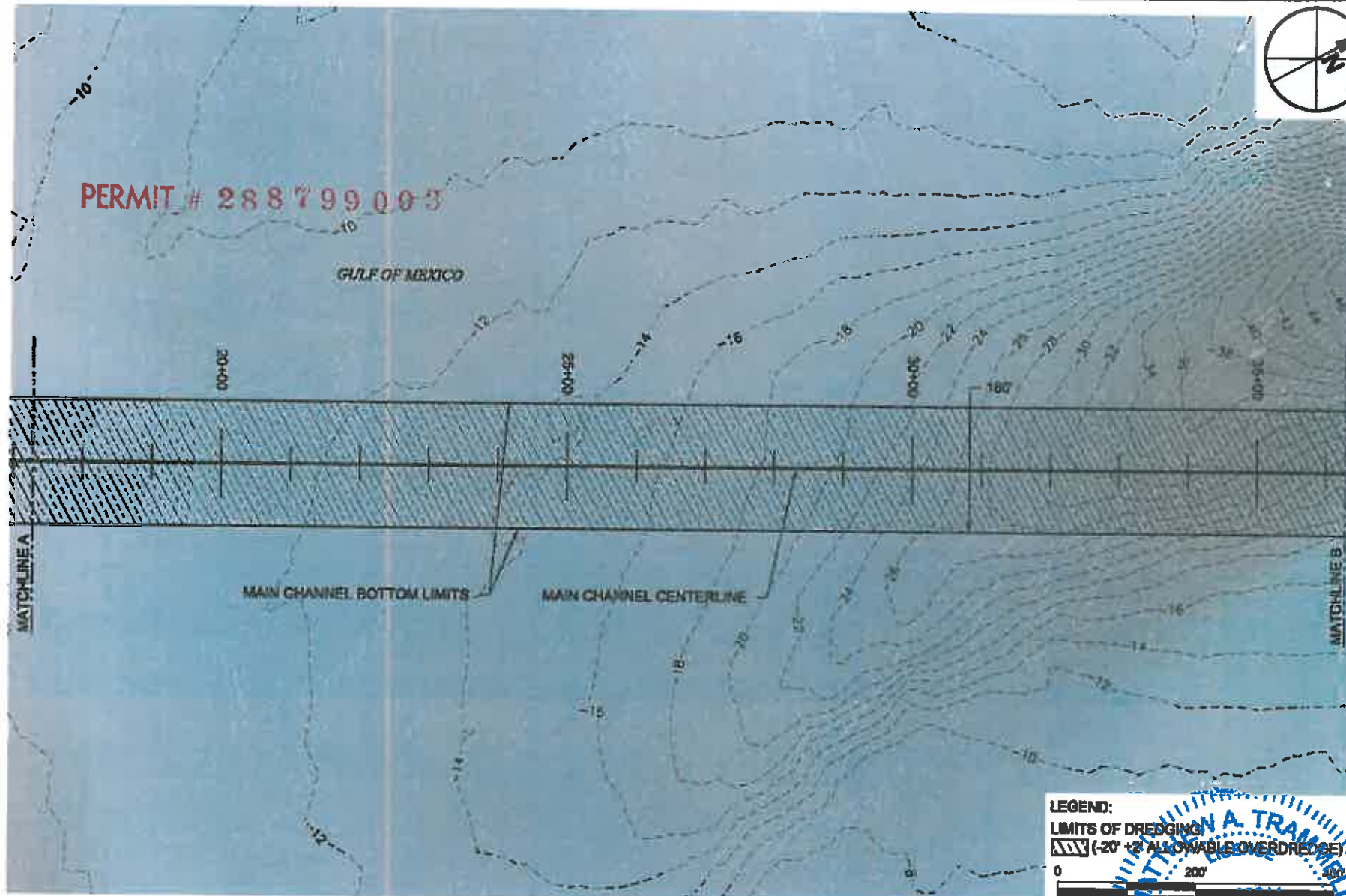
PROJECT	C2014-017
DRAWN BY	AF
SHEET	5 of 21
DATE	SEPT 2014

STATE OF
FLORIDA
PROFESSIONAL ENGINEER
No. 69244
DATE

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PERMIT # 288799003

GULF OF MEXICO

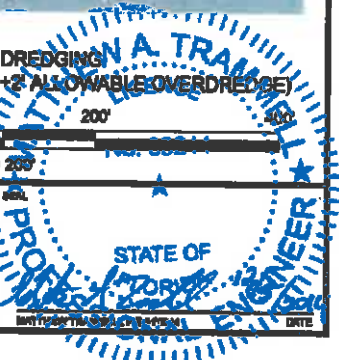


LEGEND:
 LIMITS OF DREDGING
 (20' ± ALLOWABLE OVERDREDGE)
 0 200' 400'
 SCALE: 1" = 200'

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 1221 AIRPORT ROAD
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**FIGURE C-6
 DREDGE PLAN
 EAST PASS AND DESTIN HARBOR MAINTENANCE DREDGING
 OKALOOSA COUNTY, FLORIDA**

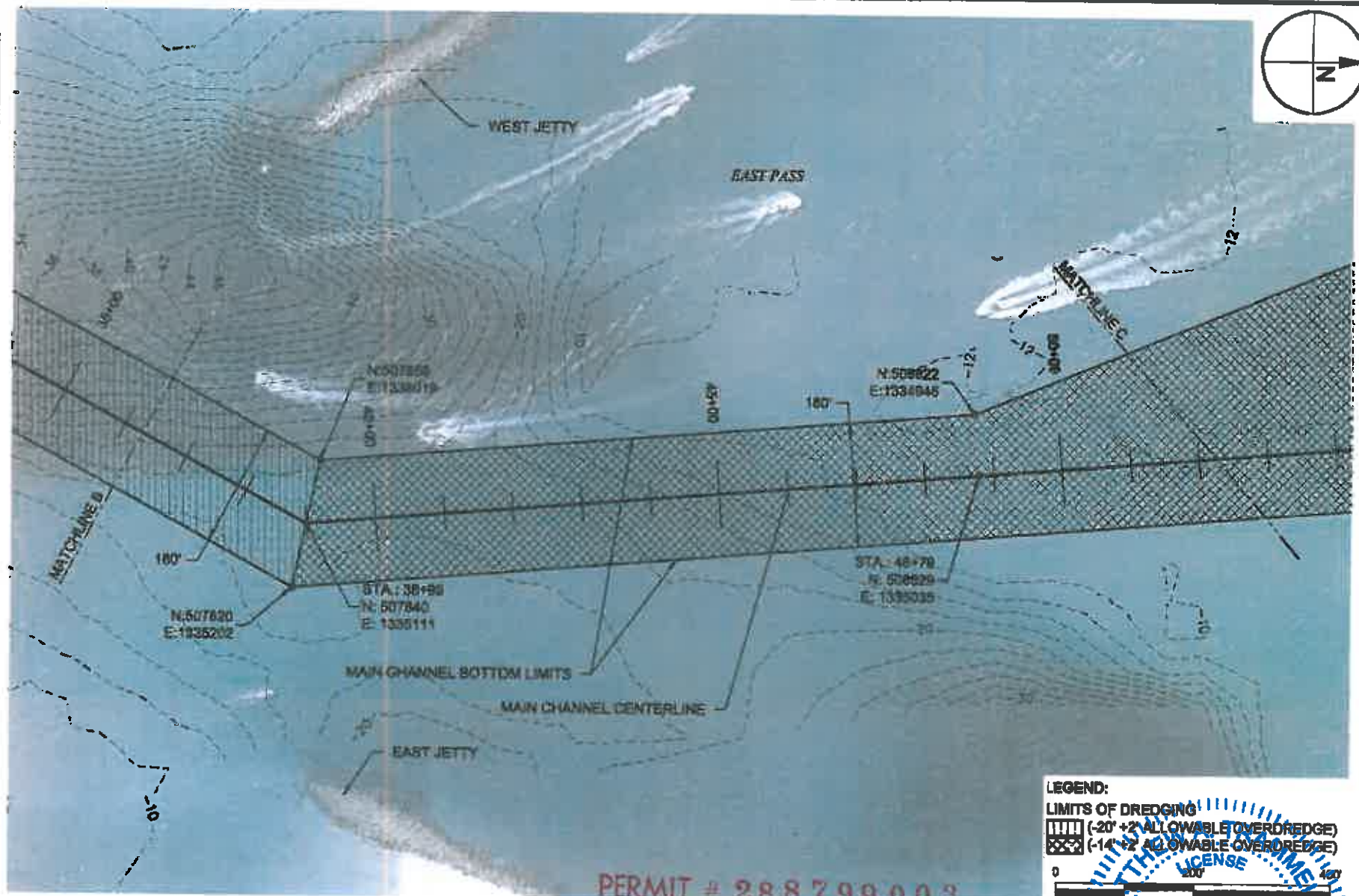
PROJECT	C2014-012
DRAWN BY	AF
SHEET	6 of 21
DATE	SEPT 2014



PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

09/09/14 09:22 AM

AVIATION DIVISION\PROJECTS\2014\407 EAST PASS DREDGING\FIGURE C-7\FIGURE C-7.DWG

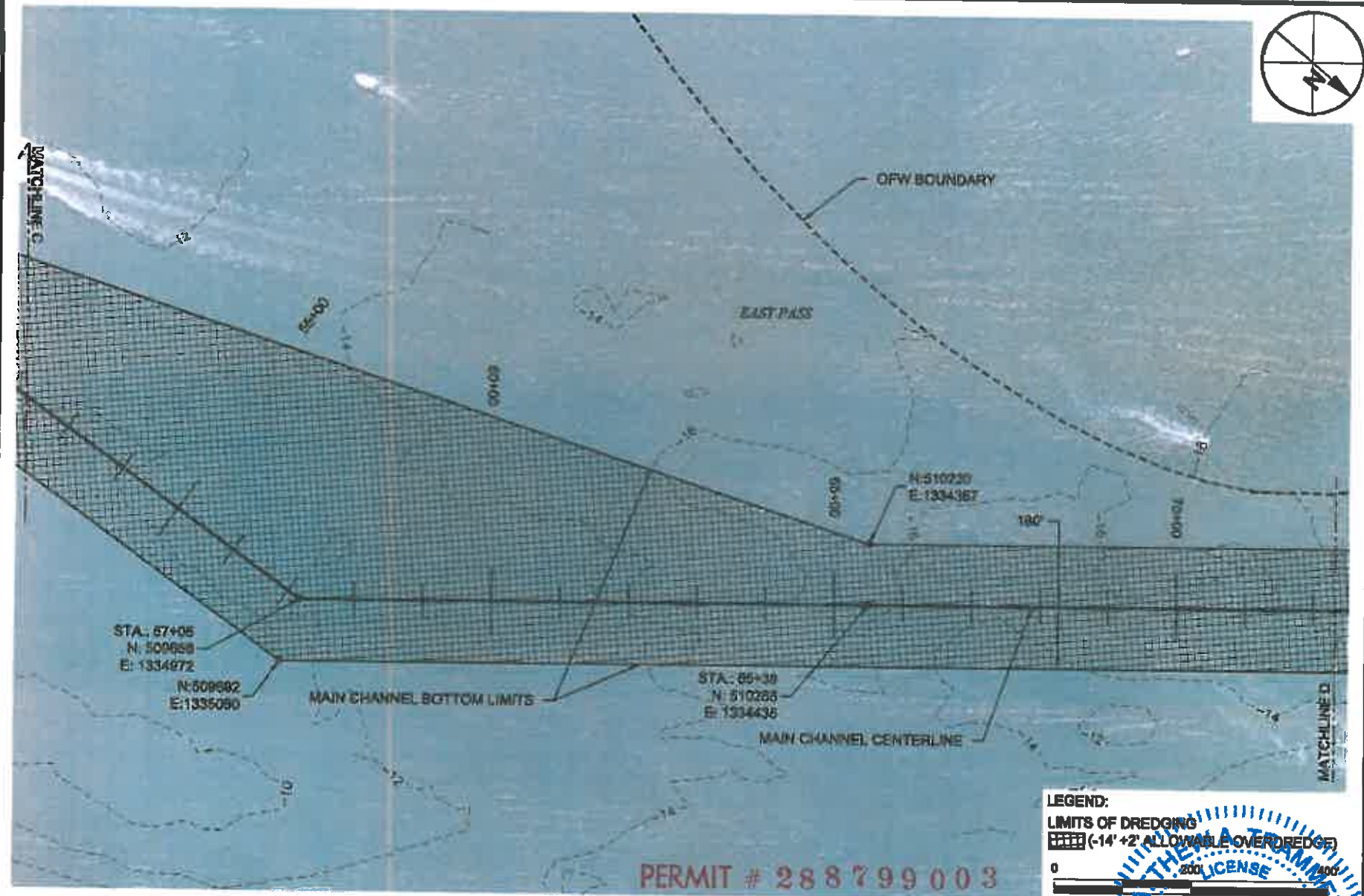


LEGEND:
LIMITS OF DREDGING
 [Hatched Box] (-20' +2' ALLOWABLE OVERDREDGE)
 [Cross-hatched Box] (-14' +2' ALLOWABLE OVERDREDGE)

0 200 400
 SCALE: 1" = 200' No. 69244

 TAYLOR ENGINEERING INC. 1221 AIRPORT ROAD SUITE 210 DESTIN, FL 32541 CERTIFICATE OF AUTHORIZATION # 4815	FIGURE C-7 DREDGE PLAN EAST PASS AND DESTIN HARBOR MAINTENANCE DREDGING OKALOOSA COUNTY, FLORIDA	PROJECT C2014-01	SEAL
		DRAWN BY AE	STATE OF FLORIDA
		SHEET 7 of 21	PROFESSIONAL ENGINEER
		DATE SEPT 2014	DATE

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LEGEND:

LIMITS OF DREDGING

▨ (-14' +2' ALLOWABLE OVERDREDGE)

0 200 400

SCALE: 1" = 200'

No. 69244



TAYLOR ENGINEERING INC.

1221 AIRPORT ROAD
SUITE 210
DESTIN, FL 32541

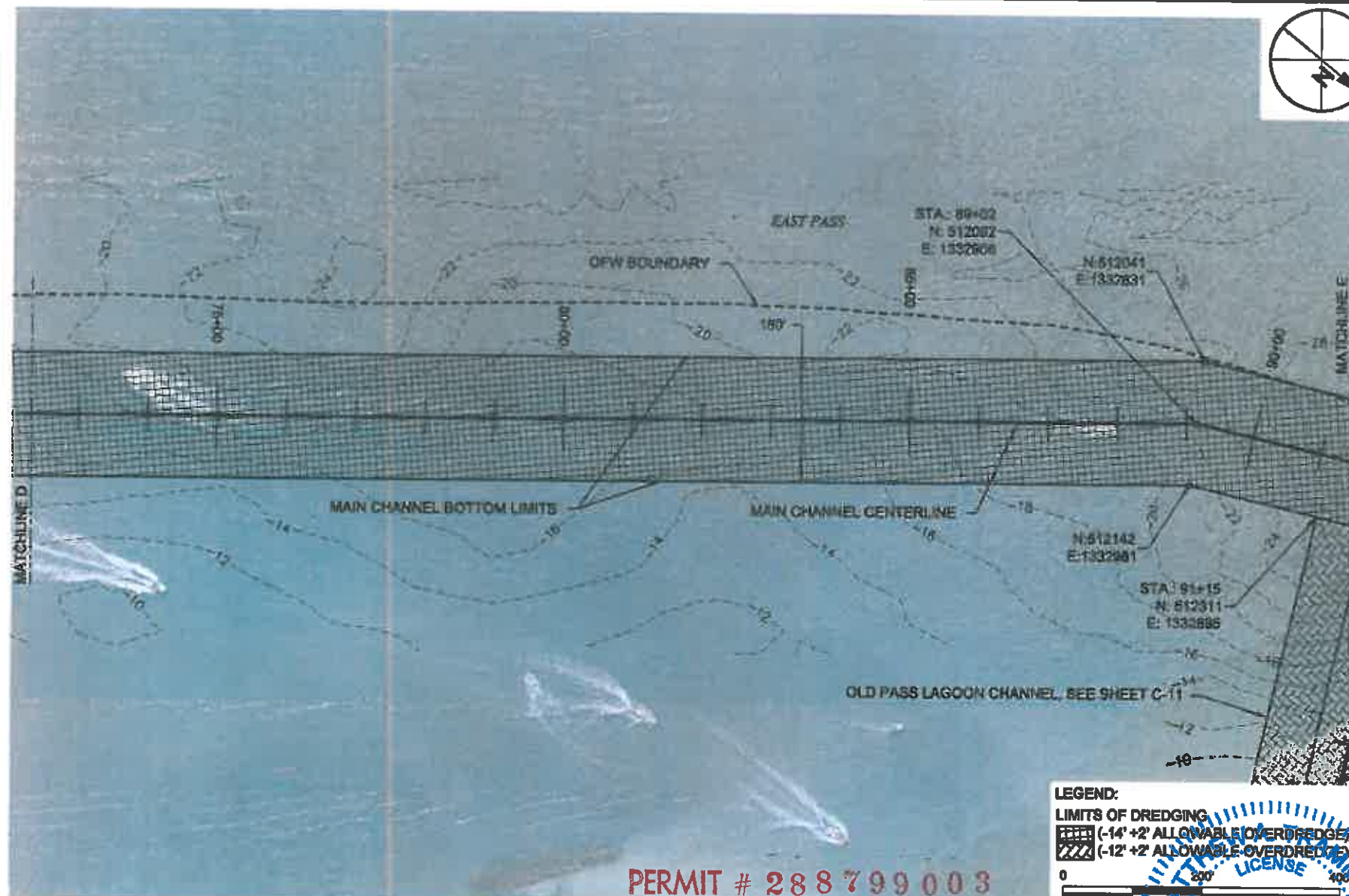
CERTIFICATE OF AUTHORIZATION 9-4815

FIGURE C-8
DREDGE PLAN
EAST PASS AND DESTIN HARBOR MAINTENANCE DREDGING
OKALOOSA COUNTY, FLORIDA

PROJECT C2014-012
DRAWN BY AF
SHEET 8 of 21
DATE SEPT 2014

STATE OF FLORIDA
PROFESSIONAL ENGINEER
No. 69244

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PERMIT # 288799003

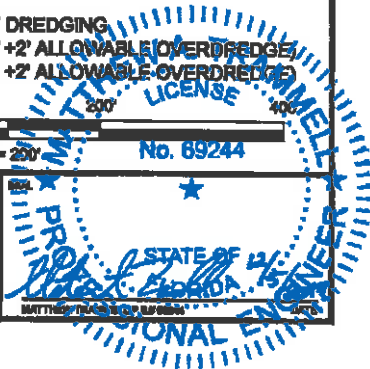
LEGEND:
LIMITS OF DREDGING
[Pattern] (-14' +2' ALLOWABLE OVERDREDGE)
[Pattern] (-12' +2' ALLOWABLE OVERDREDGE)
0 200' 400'
SCALE: 1" = 200' No. 89244



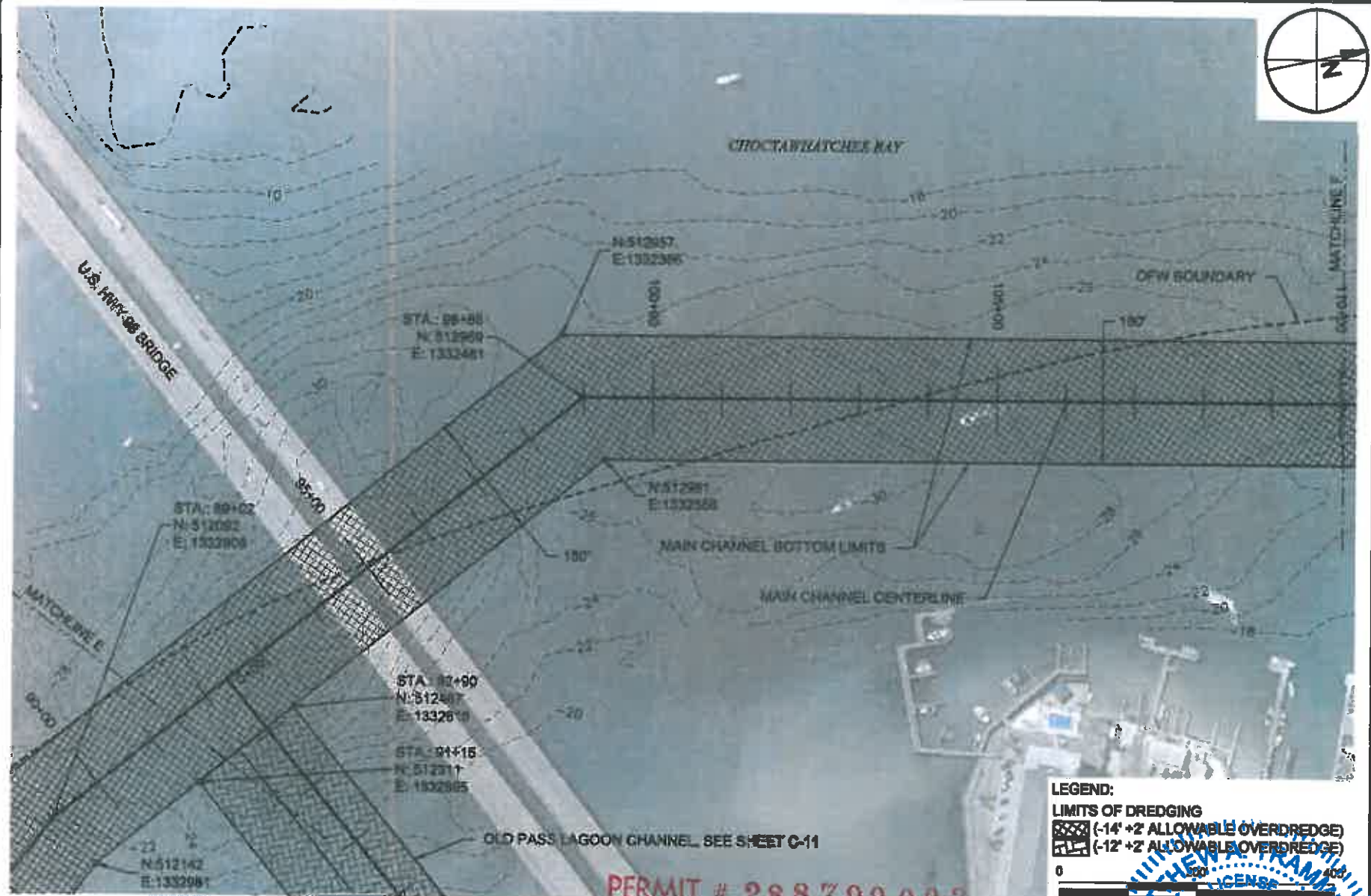
TAYLOR ENGINEERING INC.
1221 AIRPORT ROAD
SUITE 210
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4818

FIGURE C-8
DREDGE PLAN
EAST PASS AND DESTIN HARBOR MAINTENANCE DREDGING
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-017
DRAWN BY	AF
SHEET	9 of 21
DATE	SEPT 2014



PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



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SUITE 210
DESTIN, FL 32541

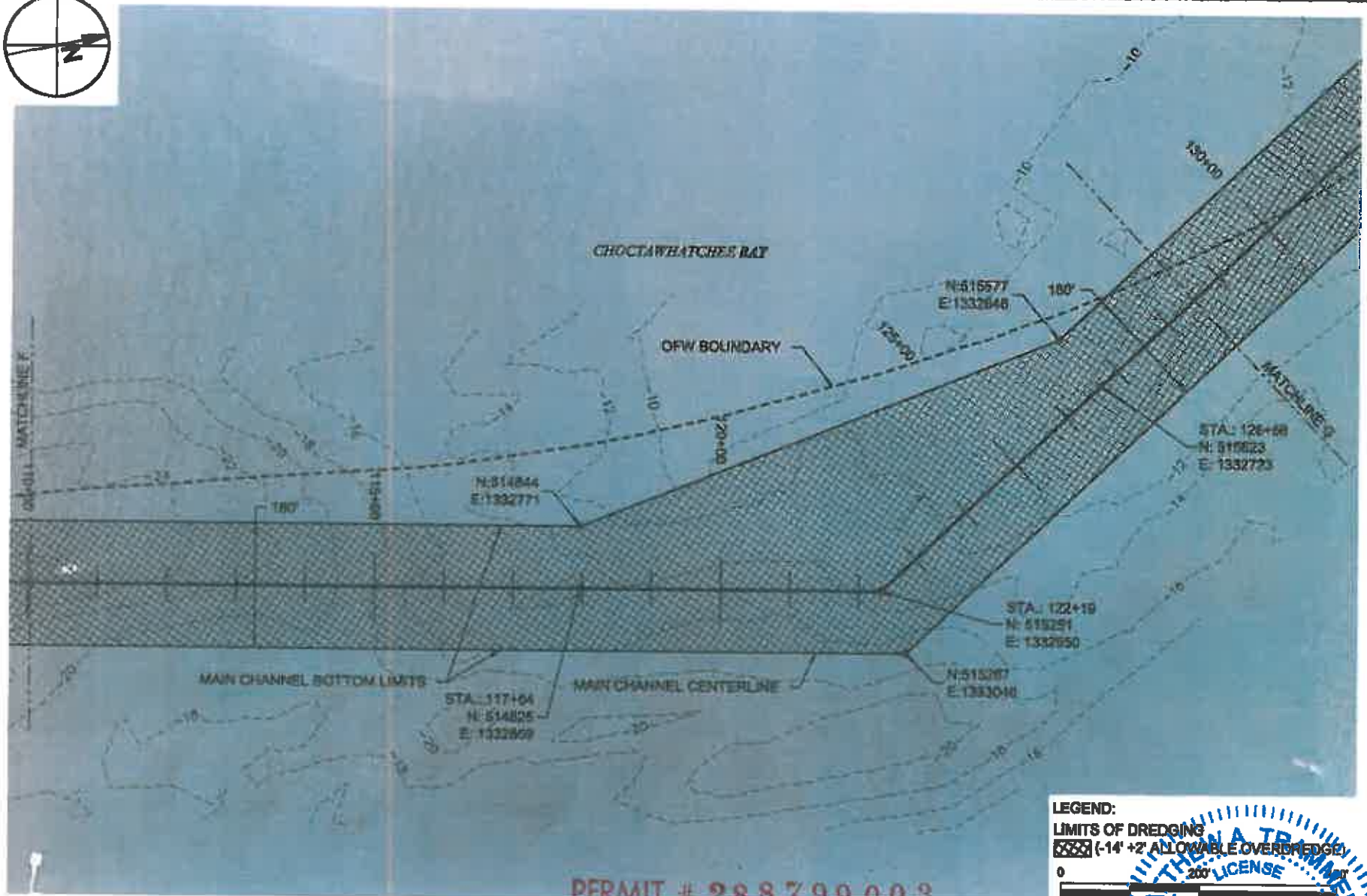
CERTIFICATE OF AUTHORIZATION #4818

FIGURE C-10
DREDGE PLAN
EAST PASS AND DESTIN HARBOR MAINTENANCE DREDGING
OKALOOSA COUNTY, FLORIDA

PROJECT C2014-012
DRAWN BY AE
SHEET 10 of 20
DATE SEPT 2014

No. 03244
Professional Engineer
Date

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LEGEND:
 LIMITS OF DREDGING
 (-1' +2' ALLOWABLE OVERLEDGE)
 0 200
 SCALE: 1" = 200'

STATE OF FLORIDA
ENGINEER
No. 69244



TAYLOR ENGINEERING INC.
 1221 AIRPORT ROAD
 SUITE 210
 DESTIN, FL 32541
 CERTIFICATE OF AUTHORIZATION #4815

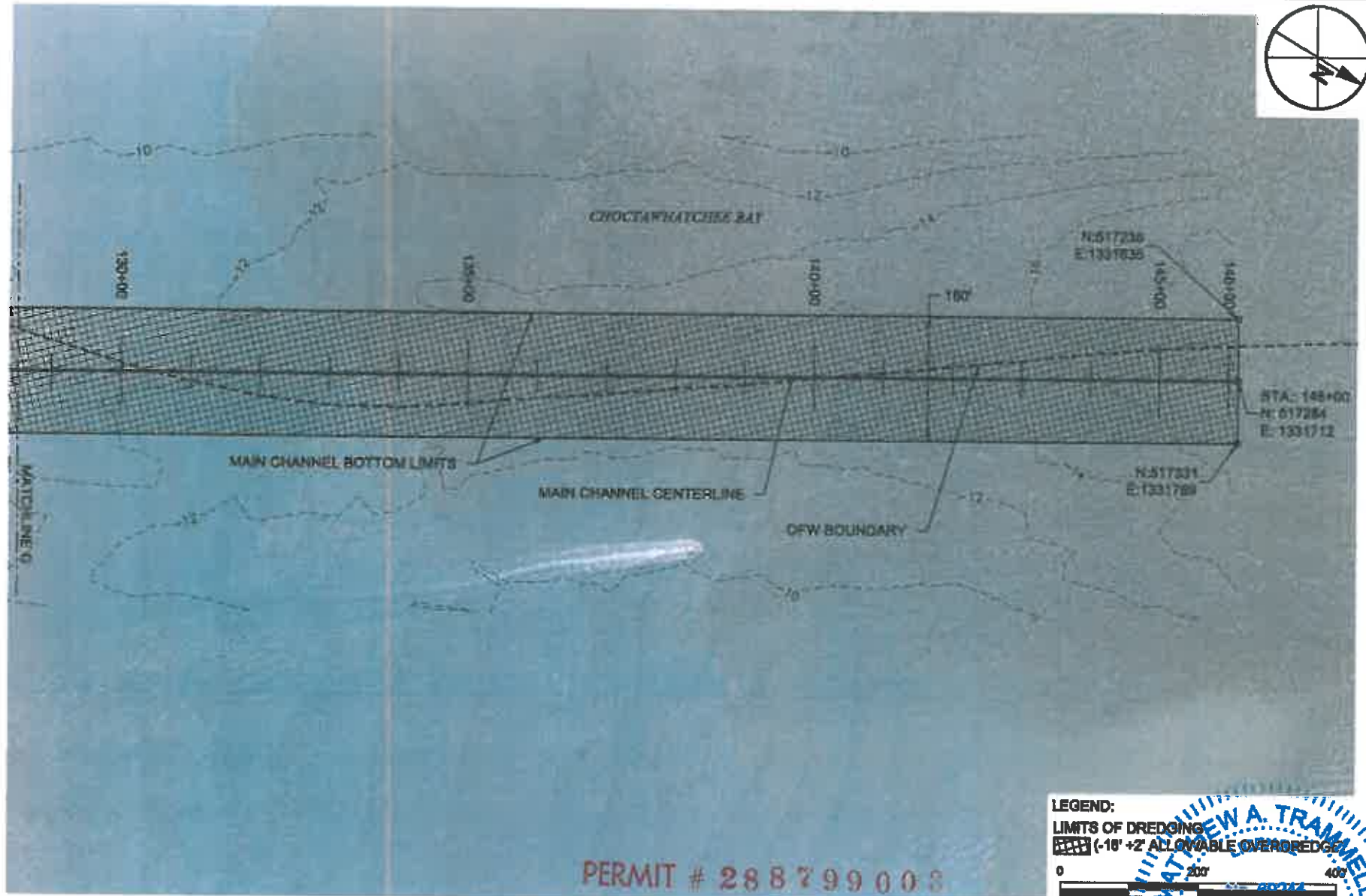
FIGURE C-11
DREDGE PLAN
EAST PASS AND DESTIN HARBOR MAINTENANCE DREDGING
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-017
DRAWN BY	AF
SHEET	11 of 21
DATE	SEPT 2014



PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

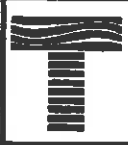
ANTHONY SURVEYING & CONSULTING, INC. 12000 N. 10TH AVE. SUITE 100, DALLAS, TEXAS 75243-4500 (972) 412-1000 FAX (972) 412-1001



LEGEND:
LIMITS OF DREDGING
10' (-10' +2' ALLOWABLE OVERDREDGE)

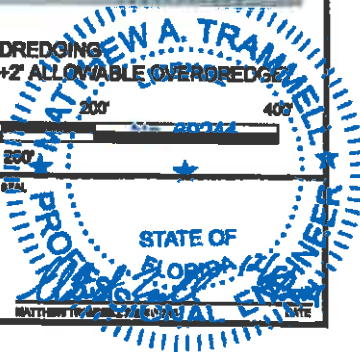
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SCALE 1" = 200'

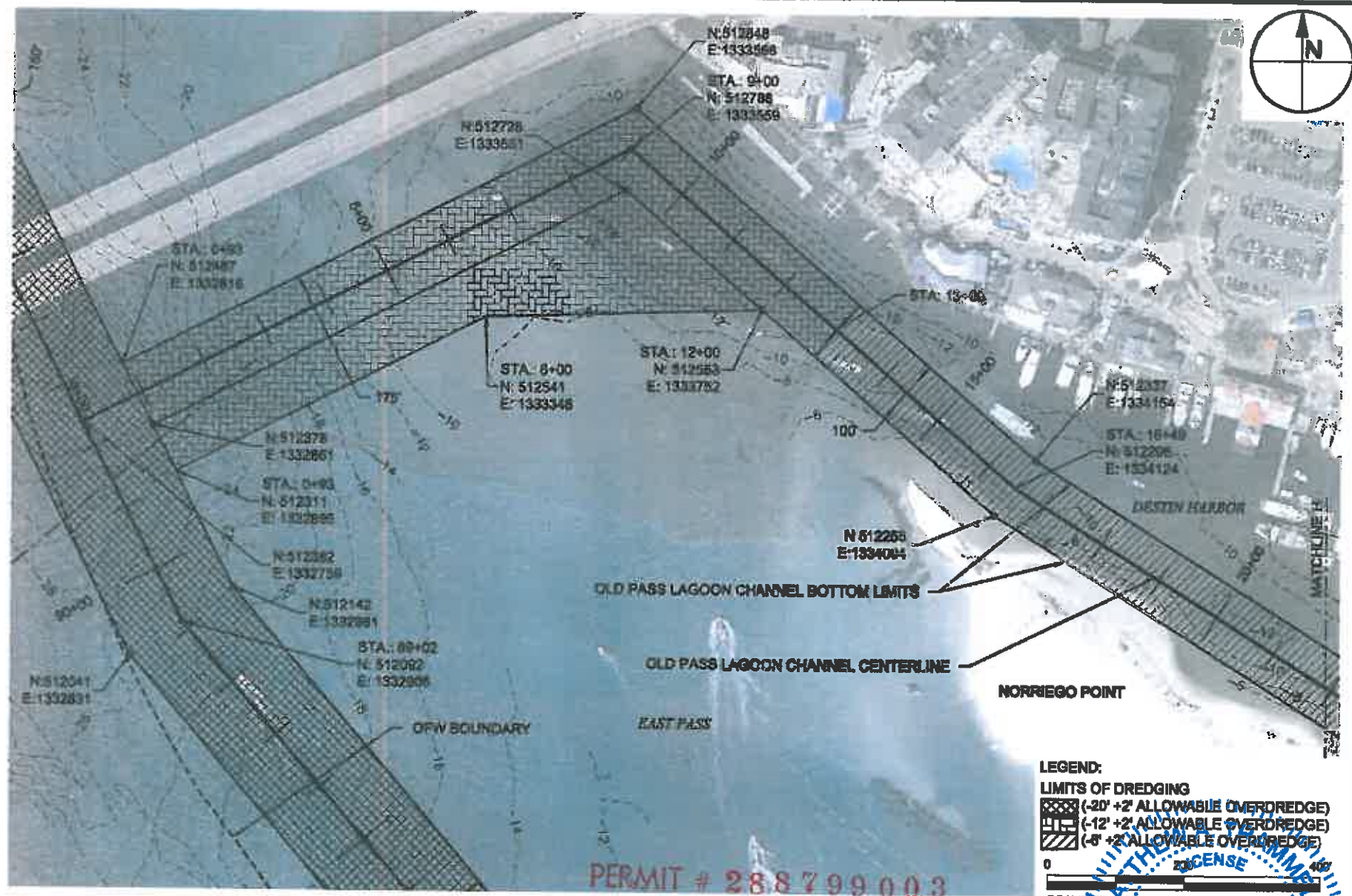
 **TAYLOR ENGINEERING INC.**
1221 AIRPORT ROAD
SUITE 210
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION 9-0015

**FIGURE C-12
DREDGE PLAN**
EAST PASS AND DESTIN HARBOR MAINTENANCE DREDGING
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-017
DRAWN BY	AF
SHEET	12 of 21
DATE	SEPT 2014



PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



TAYLOR ENGINEERING INC.

1221 AIRPORT ROAD
SUITE 210
DESTIN, FL 32541

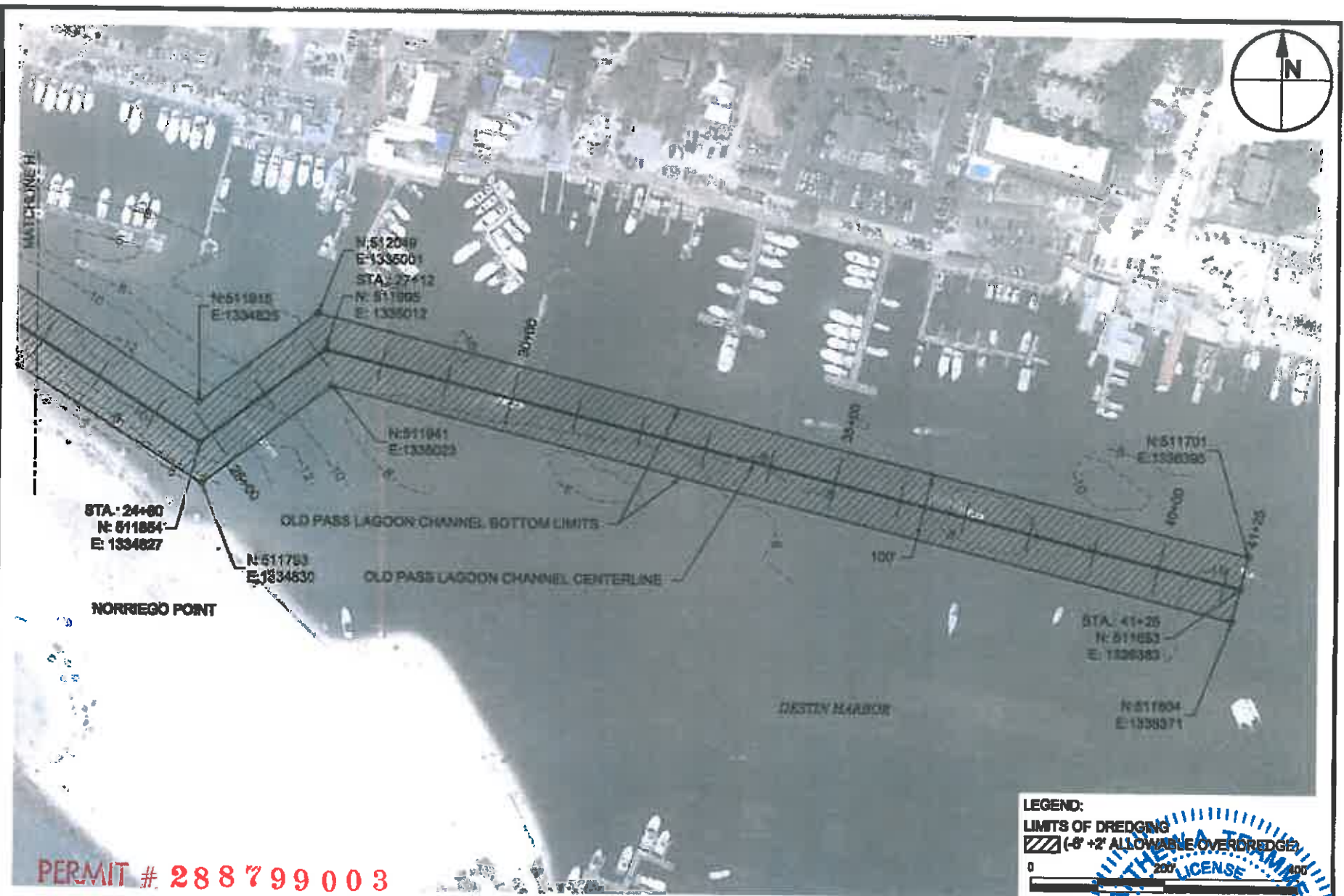
CERTIFICATE OF AUTHORIZATION # 4816

FIGURE C-13
DREDGE PLAN
EAST PASS AND DESTIN HARBOR MAINTENANCE DREDGING
OKALOOSA COUNTY, FLORIDA

PROJECT C2014-017
DRAWN BY AFD
SHEET 13 of 21
DATE SEPT 2014

SCALE 1" = 200'
No. 69244
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DATE

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



LEGEND:
LIMITS OF DREDGING
((-8' +2' ALLOWABLE OVERDREDGE)



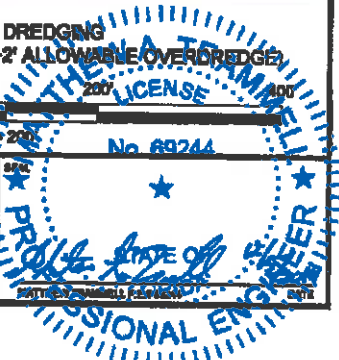
TAYLOR ENGINEERING INC.

1221 AIRPORT ROAD
SUITE 210
DESTIN, FL 32541

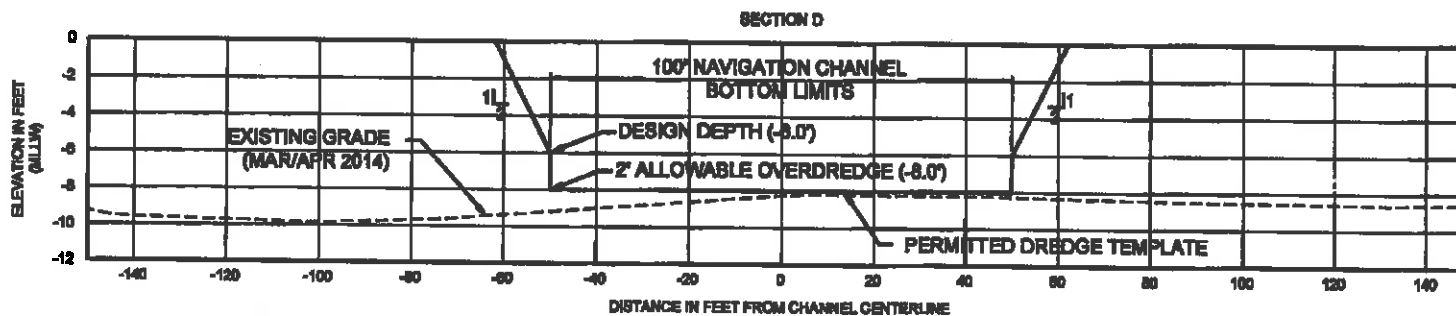
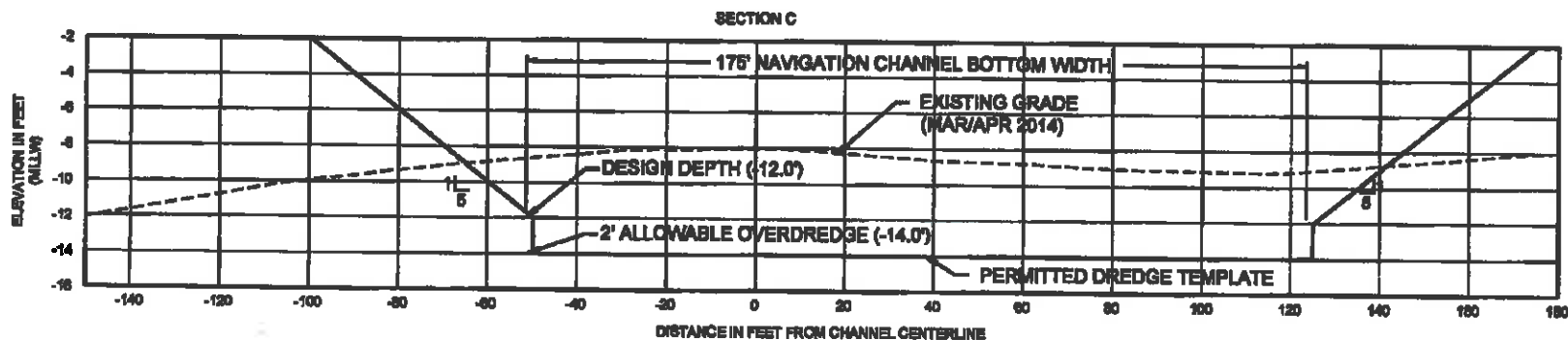
CERTIFICATE OF AUTHORIZATION #4818

FIGURE C-14
DREDGE PLAN
EAST PASS AND DESTIN HARBOR MAINTENANCE DREDGING
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-012
DRAWN BY	AE
SHEET	14 of 21
DATE	SEPT 2014



PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



PERMIT # 288799003



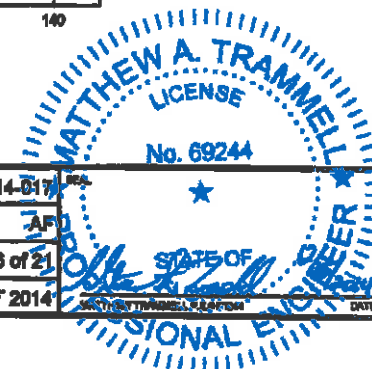
TAYLOR ENGINEERING INC.

1221 AIRPORT ROAD
SUITE 210
DESTIN, FL 32541

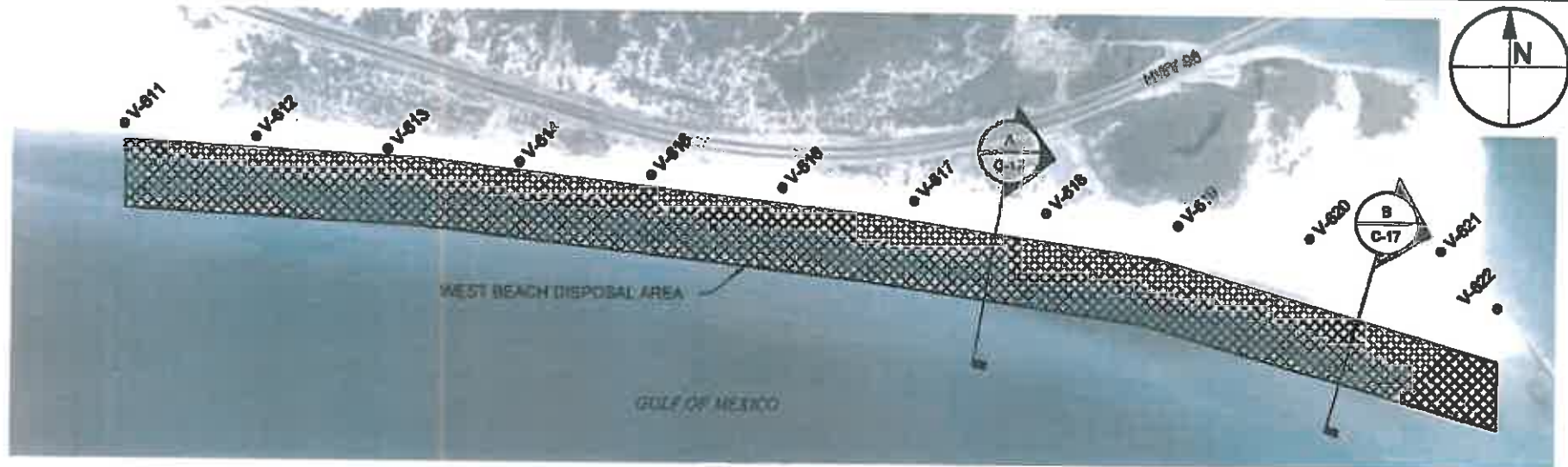
CERTIFICATE OF AUTHORIZATION #4815

FIGURE C-16
DREDGE SECTIONS
EAST PASS AND DESTIN HARBOR MAINTENANCE DREDGING
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-017
DRAWN BY	AFJ
SHEET	16 of 21
DATE	SEPT 2014



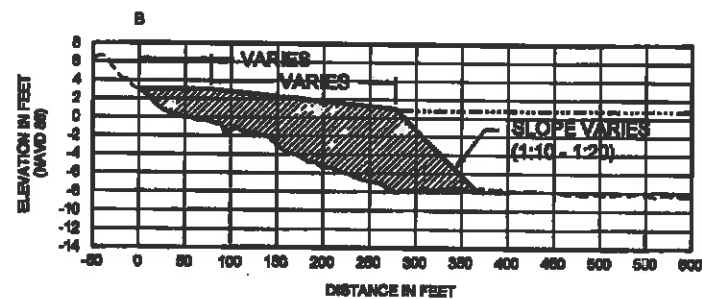
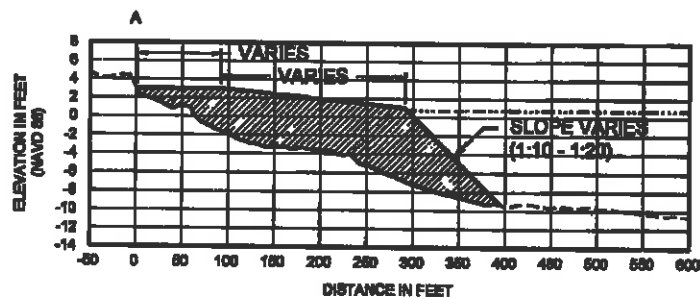
PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



WEST BEACH DISPOSAL AREA PLAN

SCALE: 1" = 1,200'

0 1,200'



WEST BEACH DISPOSAL AREA SECTIONS

SCALE: 1" = 200'

0 200'

PERMIT # 288799003

LEGEND:

- EXISTING GRADE (JULY 2014)
- PROPOSED CONSTRUCTION TEMPLATE
- MEAN HIGH WATER (+0.77' NAVD)
- PROPOSED SWASH ZONE FILL PLACEMENT



TAYLOR ENGINEERING INC.

1221 AIRPORT ROAD
SUITE 210
DESTIN, FL 32541

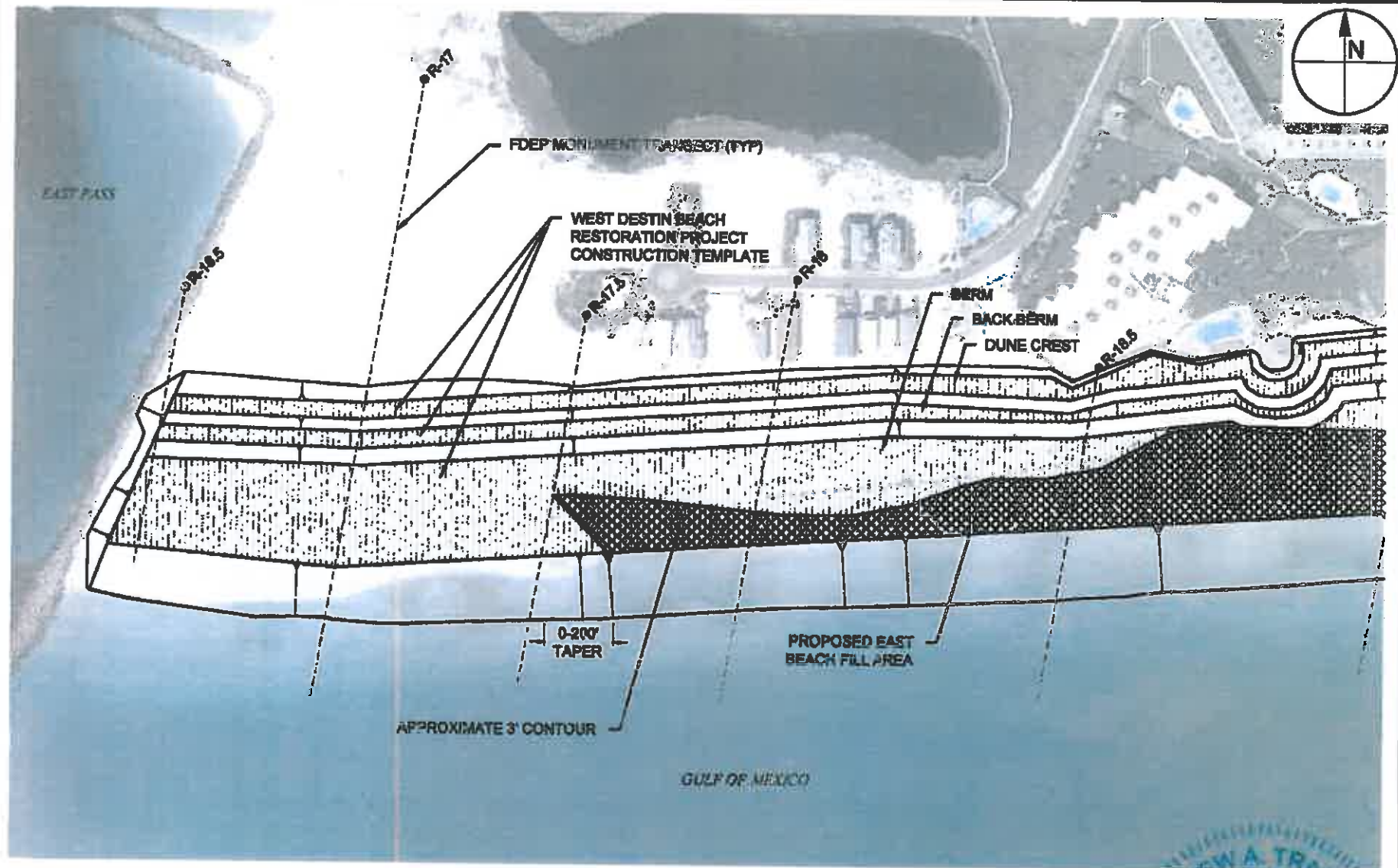
CERTIFICATE OF AUTHORIZATION #4815

FIGURE C-17
WEST BEACH DISPOSAL AREA PLAN AND SECTION
EAST PASS AND DESTIN HARBOR MAINTENANCE DREDGING
OKALOOSA COUNTY, FLORIDA

PROJECT C2014-017
DRAWN BY AS
SHEET 17 of 21
DATE SEPT 2014

STATE OF FLORIDA
REGISTERED PROFESSIONAL ENGINEER
No. 88244
DATE

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



PERMIT # 288799003



TAYLOR ENGINEERING INC.

1221 AIRPORT ROAD
SUITE 210
DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION # 4816

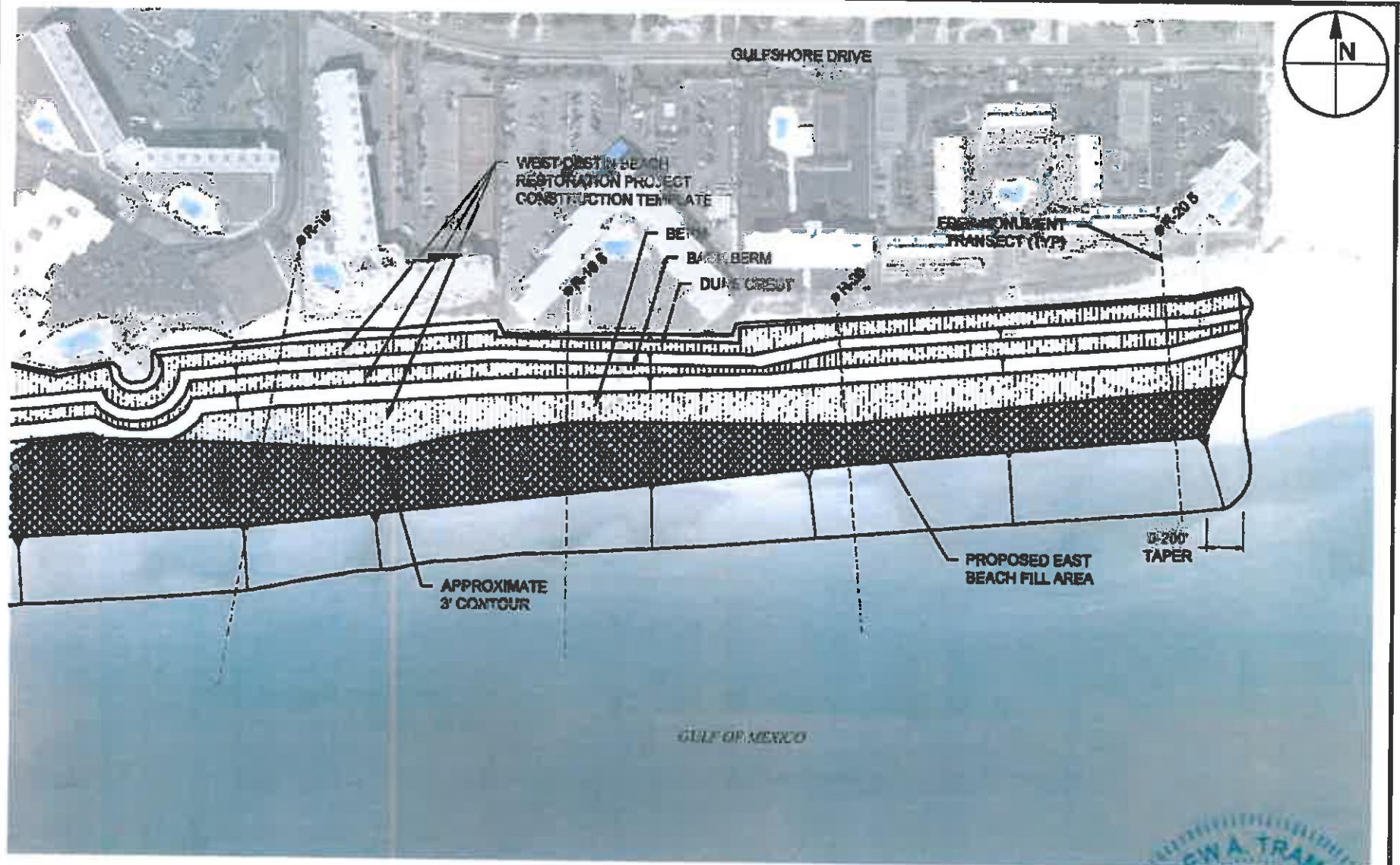
FIGURE C-18
EAST BEACH DISPOSAL AREA PLAN
EAST PASS AND DESTIN HARBOR MAINTENANCE DREDGING
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-017
DRAWN BY	AF
SHEET	18 of 21
DATE	SEPT 2014

SCALE: 1" = 250'
No. 69244



PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



PERMIT # 288799003



TAYLOR ENGINEERING INC.

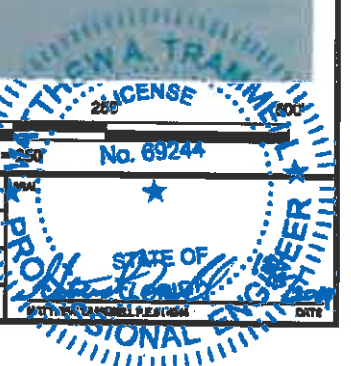
1221 AIRPORT ROAD
SUITE 210
DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION # 4816

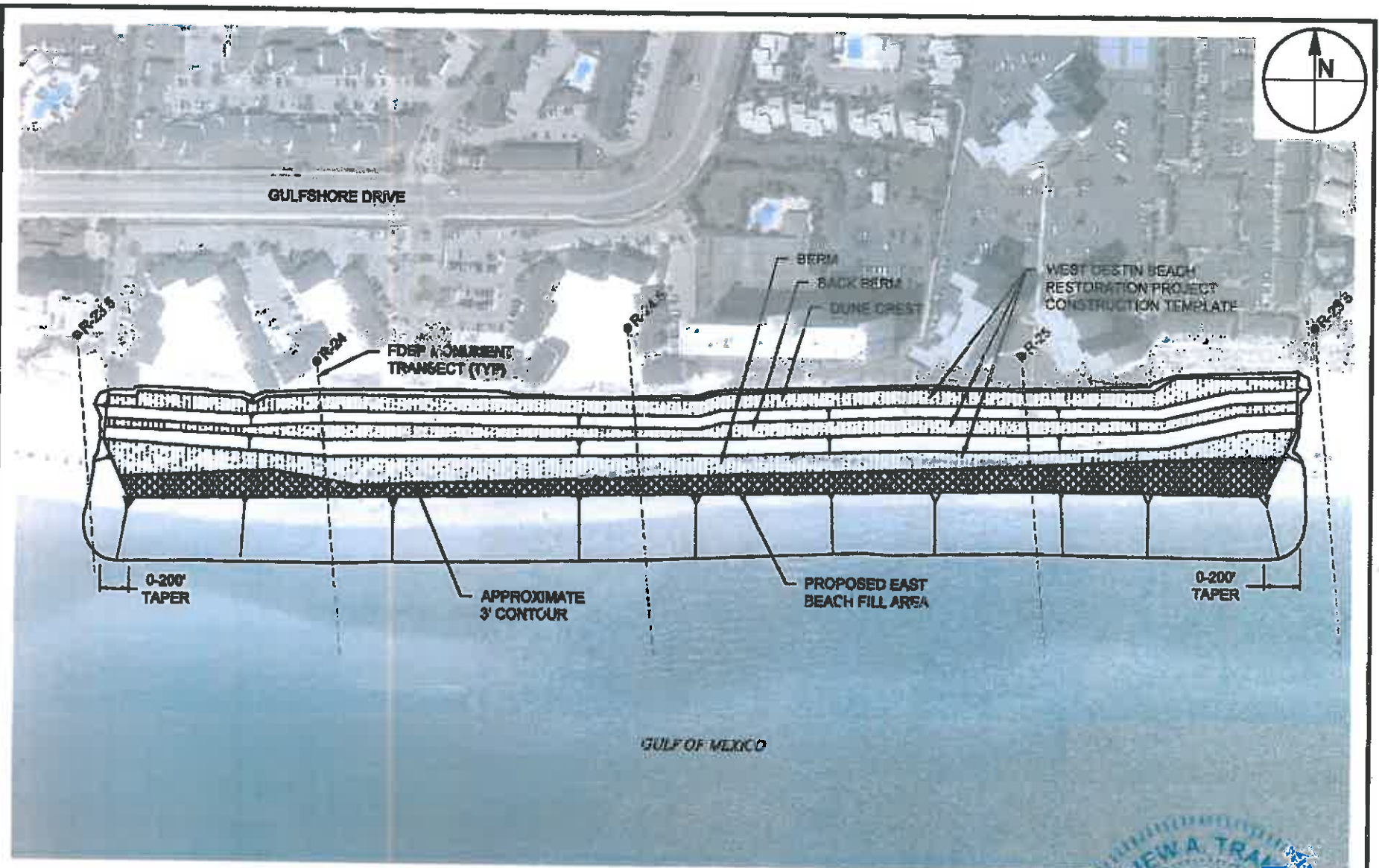
FIGURE C-19
EAST BEACH DISPOSAL AREA PLAN
EAST PASS AND DESTIN HARBOR MAINTENANCE DREDGING
OKALOOSA COUNTY, FLORIDA

PROJECT	C2014-017
DRAWN BY	AF
SHEET	19 of 21
DATE	SEPT 2014

0 200 400
SCALE: 1" = 250'
No. 69244



PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



PERMIT # 288799003



TAYLOR ENGINEERING INC.

1221 AIRPORT ROAD
SUITE 210
DESTIN, FL 32541

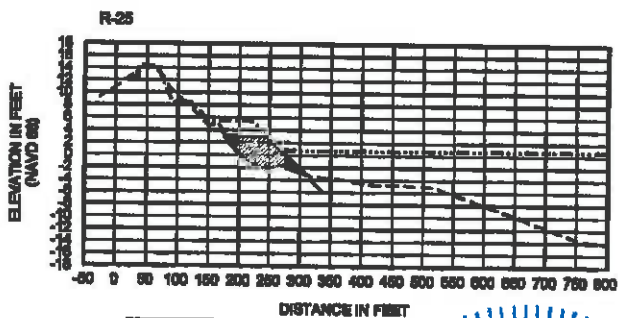
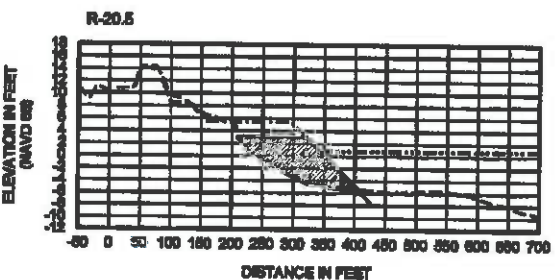
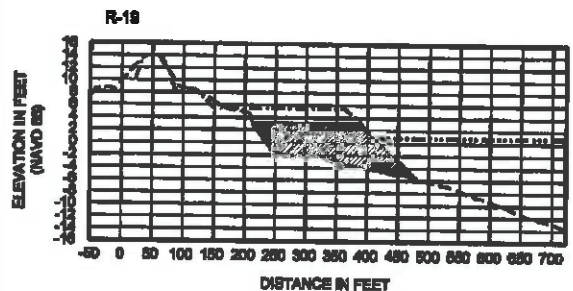
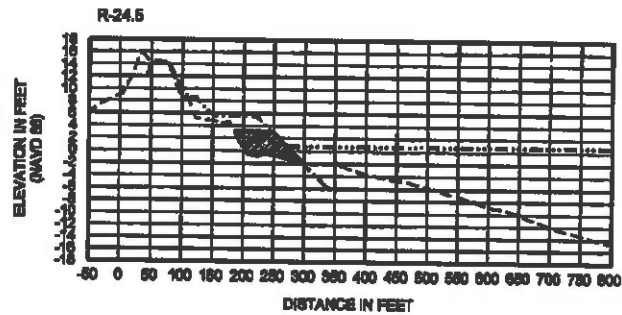
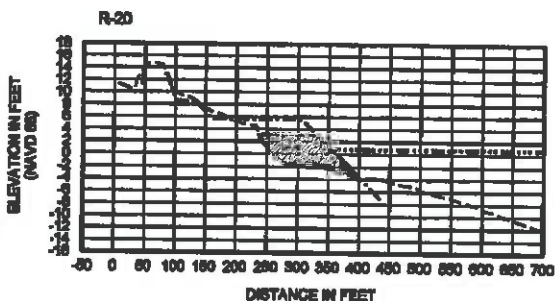
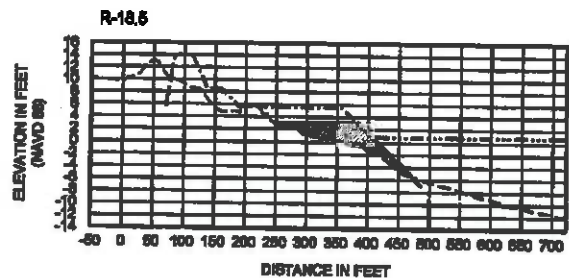
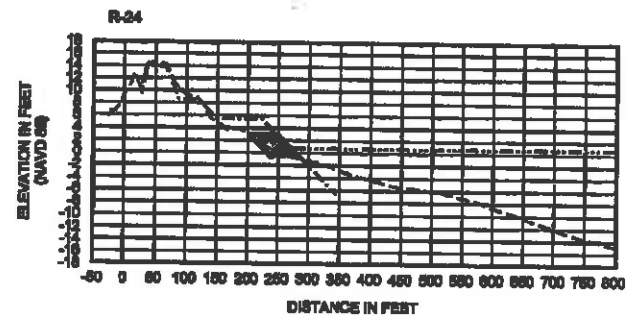
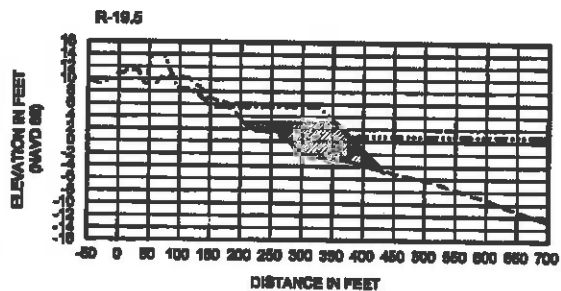
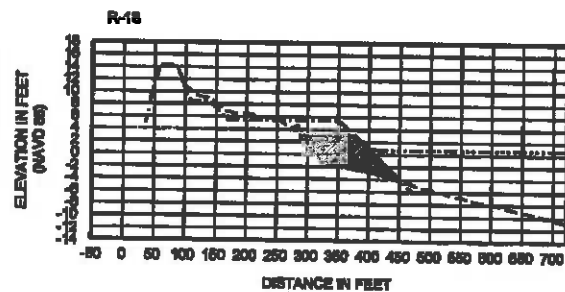
CERTIFICATE OF AUTHORIZATION #4816

FIGURE C-20
EAST BEACH DISPOSAL AREA PLAN
EAST PASS AND DESTIN HARBOR MAINTENANCE DREDGING
OKALOOSA COUNTY, FLORIDA

PROJECT **C2014-017**
DRAWN BY **AC**
SHEET **20 of 24**
DATE **SEPT 2014**

SEAL
STATE OF
PROFESSIONAL ENGINEER
DATE

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



LEGEND:

- EXISTING GRADE (JULY 2014)
- PROPOSED CONSTRUCTION TEMPLATE
- WESTERN DESTIN CONSTRUCTION TEMPLATE
- MEAN HIGH WATER (+0.77 NAVD)
- PROPOSED SWASH-ZONE FILL PLACEMENT

PERMIT # 288799003



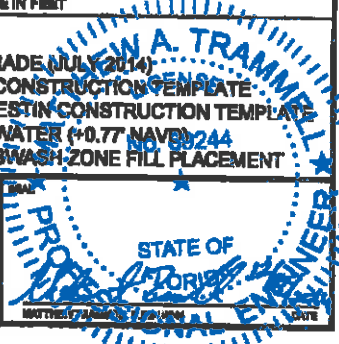
TAYLOR ENGINEERING INC.

1221 AIRPORT ROAD
SUITE 210
DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION #4818

FIGURE C-21
EAST BEACH DISPOSAL AREA SECTIONS
EAST PASS AND DESTIN HARBOR MAINTENANCE DREDGING
OKALOOSA COUNTY, FLORIDA

PROJECT C2014-017
DRAWN BY AF
SHEET 21 of 21
DATE SEPT 2014



PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

FINAL ORDER OF VARIANCE

GRANTEE:

City of Destin
Attn.: Greg Kisela, City Manager
4200 Indian Bayou Trail
Destin, Florida 32541

PROJECT INFORMATION:

Variance No. 0288799-004-BV

Date of Issue: February 26, 2015

Expiration Date: Same as expiration date of
Permit No. 0288799-003-JC

AGENT:

Taylor Engineering, Inc.
Attn.: Matt Trammell
1221 Airport Road, Suite 210
Destin, Florida 32541

County: Okaloosa

Project: East Pass and Destin Harbor
Maintenance Dredging

FINAL ORDER BY THE DEPARTMENT:

The Department of Environmental Protection (Department) hereby grants, to the City of Destin, a variance from the requirements of Rule 62-4.244(5)(c), Florida Administrative Code (F.A.C.), to establish a temporary mixing zone greater than 1,000 meters.

This variance will temporarily establish an expanded mixing zone that extends 3,000 meters downcurrent and 200 meters offshore for the Gulf-front beach placement site on the western side of East Pass. This temporary variance shall only be valid during the construction activities authorized in Permit No. 0288799-003-JC and shall expire when the permit expires on February 25, 2030, unless the permit is modified to grant a time extension.

Rule 62-4.242 (2)(a)2.b., F.A.C., limits water quality degradation within an OFW to a period of thirty (30) days. This rule also allows the Department to grant an extension of time, in which construction-caused degradation may occur, within a defined mixing zone, if the Grantee can demonstrate that the extension is unavoidable and that suitable management practices and technology will be employed to minimize any degradation. In their permit application, City of Destin demonstrated, given the nature and scale of this beach restoration project, that it would be impossible to complete the work within thirty days. They requested, and the Department approved, a period of 90 days to complete the dredging within the OFW.

The associated joint coastal permit (No. 0288799-003-JC) is to perform periodic maintenance dredging of the federally authorized East Pass and Destin Harbor navigation channels, over a 15-year period. The Gulf-front beach placement site that is located on the western side of East Pass, in Outstanding Florida Waters (OFW), would not be used for the

placement of dredged material during the initial dredging event, but would be used for subsequent events.

After reviewing the Petition for Variance, the Department concluded that it satisfied the requirements and criteria set forth in Section 403.201, Florida Statutes (F.S.), and Rule 62-110, F.A.C.

The *Consolidated Notice of Intent to Issue Joint Coastal Permit, Variance and Authorization to Use Sovereign Submerged Lands* notified the City of Destin of the Department's proposed agency action and advised them of their right to a hearing pursuant to Sections 120.569 and 120.57, F.S. On December 24, 2014, notice was given in the Destin Log and on December 24, 2014, notice was given in the Florida Administrative Register informing the public of the Department's intended action and offering an opportunity for hearing pursuant to Sections 120.569 and 120.57, F.S. A copy of the notice is attached as Exhibit A.

The Grantee and interested parties having been advised of their rights under Chapter 120, F.S., and having failed or declined to file a Petition pursuant to Sections 120.569 and 120.57, F.S., are hereby deemed to have waived those rights. Acceptance of the variance constitutes notice and agreement that the Department will periodically review this variance for compliance, including site inspections where applicable, and may initiate enforcement action for violation of the conditions and requirements thereof. It is therefore:

ORDERED by the State of Florida, Department of Environmental Protection, that the Petition of the **City of Destin** requesting a variance be and is hereby granted, subject to the conditions specified by the Department in Permit No. 0288799-003-JC.

The variance shall also be subject to the following conditions:

1. Given good cause by either party, the Director of the Division of Water Resource Management may alter the terms and conditions of the variance.
2. The variance is temporary and shall only be valid for up to 90 days for each dredging event.
3. This variance shall be subject to all monitoring conditions required by Permit No. 0288799-003-JC.

Any Party to this Order has the right to seek judicial review of the Order Pursuant to Section 120.68, F.S., by the filing of a Notice of Appeal pursuant to Rule 9.110, Florida Rules of the Appellate Procedure, with the clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this Order is filed with the clerk of the Department.

DONE AND ORDERED this 26th day of February, 2015, in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Martin K. Seeling, Administrator
Beaches, Inlets and Ports Program

Attachment: Exhibit A (Variance Notice)

cc: Greg Kisela, Destin City Manager	Tony McNeal, DWRM
David Campbell, City of Destin	Rolando Gomez, DWRM
Matt Trammell, Taylor Engineering	Elizabeth Orr, DEP Northwest District
Danielle, Irwin, DWRM	Kristen Sella, FWC
Martin Seeling, DWRM	FWC Marine Turtle Website
Tom Jacobs, DWRM	FWC Conservation Services Website
Robert Brantley, DWRM	DEP Coastal Engineering Website
Ralph Clark, DWRM	Clif Payne, Corps
Jen Coor, DWRM	David Sherry
Alex Reed, DWRM	John Donovan
Tom Edwards, DWRM	

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, Florida Statutes, with the designated
Department Clerk, receipt of which is hereby acknowledged.



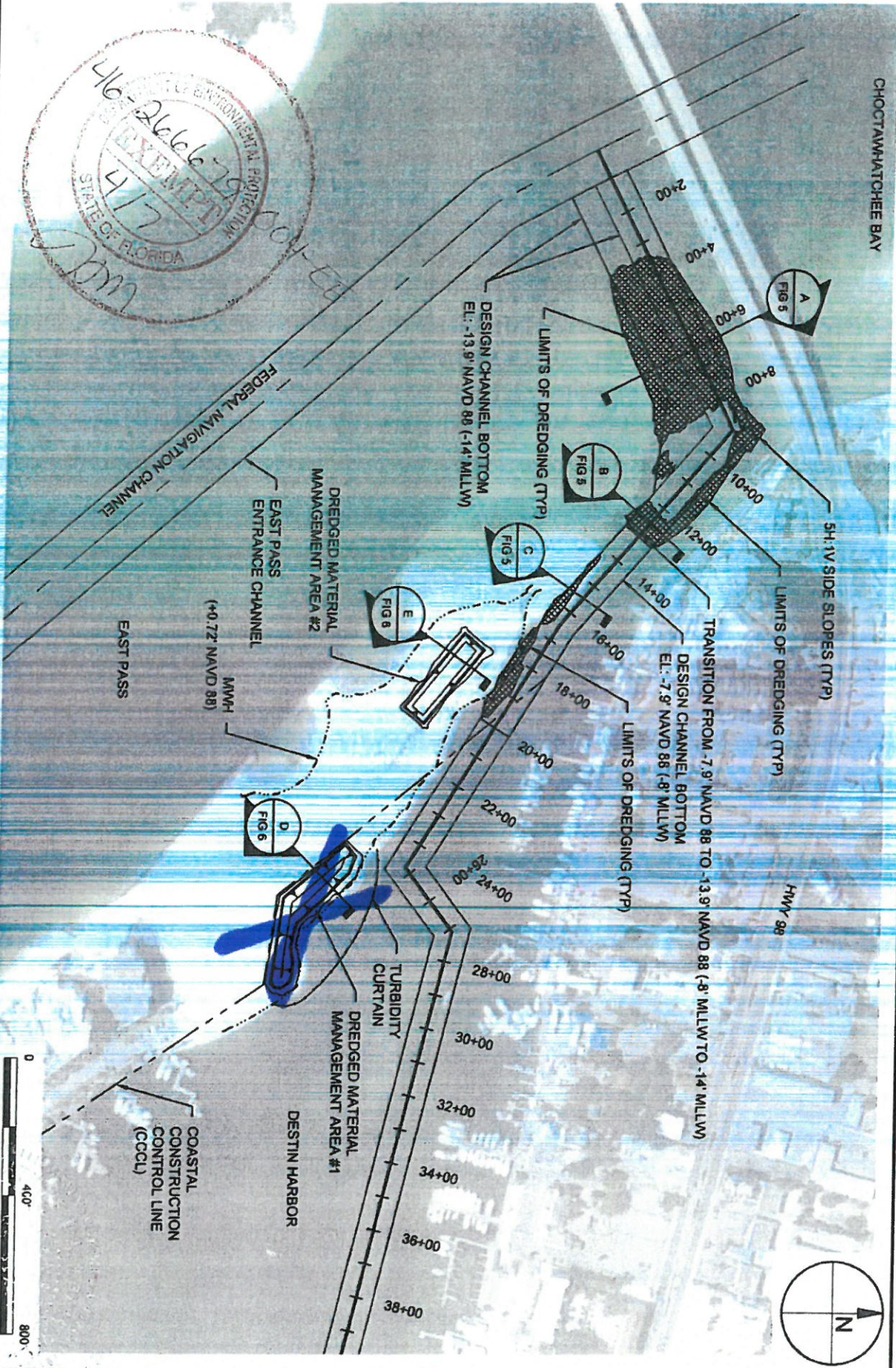
02/26/15

Deputy Clerk

Date

Prepared by: Tom Jacobs

CHOCTAWHATCHEE BAY



TAYLOR ENGINEERING INC.

1221 AIRPORT ROAD

SUITE 210

DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 4

PROPOSED DREDGE AND DREDGE MATERIAL MANAGEMENT AREAS

DESTIN HARBOR ENTRANCE EMERGENCY DREDGING

CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA

PROJECT C2013-019

DRAWING BY AF

SHEET 4 OF 7

DATE MAR 2013

SCALE: 1" = 400'

0 400' 800'

Matthew J. Raywell, P.E.
DATE 3/15/13



TAYLOR ENGINEERING INC.

10151 DEERWOOD PARK BLVD.
BLDG. 300, SUITE 300
JACKSONVILLE, FL 32256
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 6

DREDGE MATERIAL MANAGEMENT AREA SECTIONS
DESTIN HARBOR ENTRANCE EMERGENCY DREDGING
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA

PROJECT C2013-019

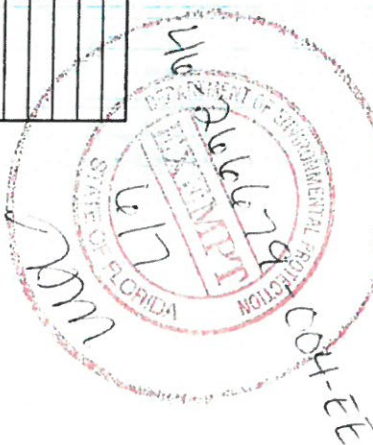
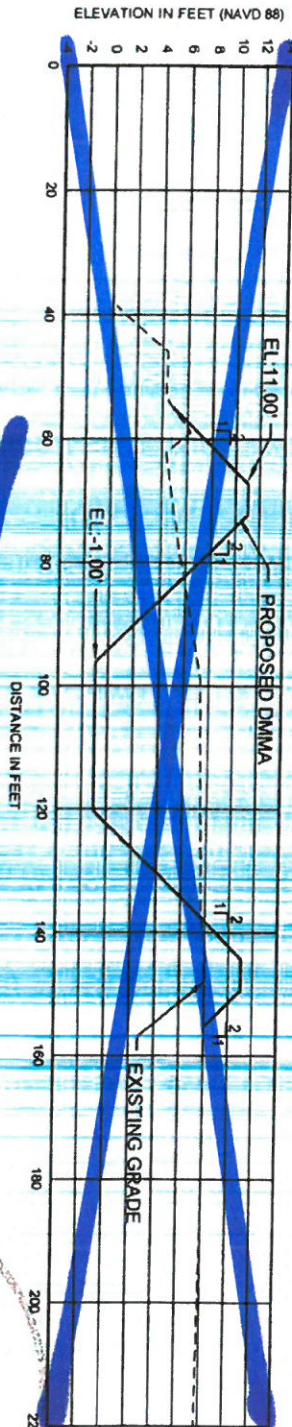
DRAWN BY AF

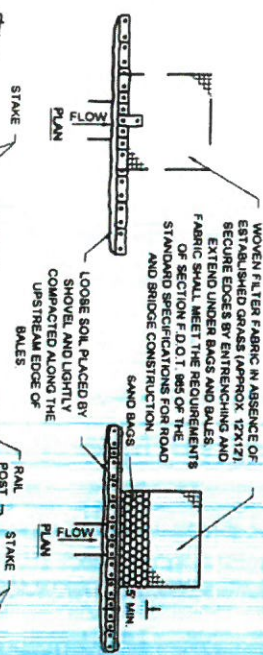
SHEET 6 of 7

DATE MAR 2013

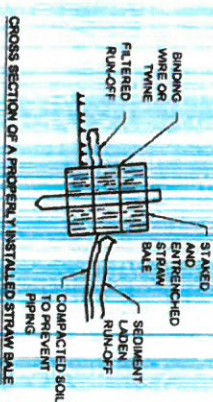
MATTHEW TRAVELL, P.E., REG. P.E.
3/15/13

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

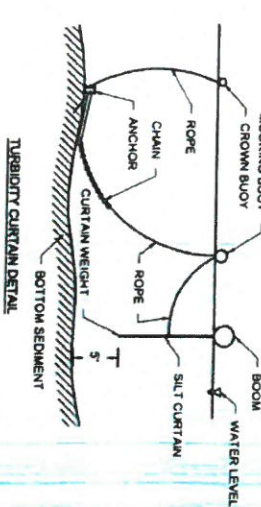
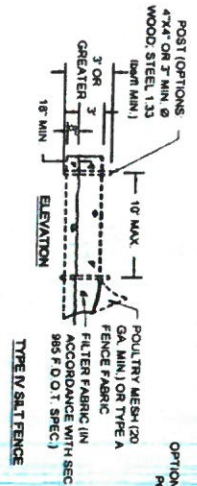




TYPICAL STRAW BALE DETAIL



DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UP AND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.



TAYLOR ENGINEERING INC.

1221 AIRPORT ROAD

SUITE 210

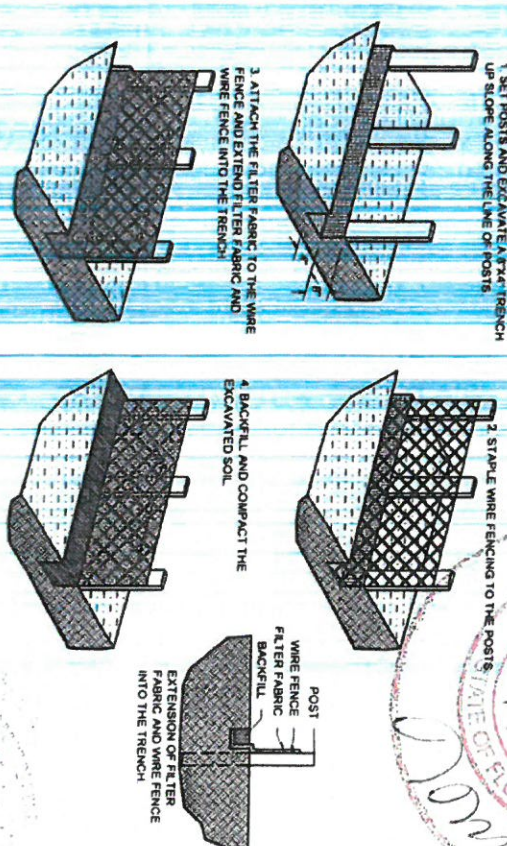
DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 7

EROSION AND TURBIDITY CONTROL DETAILS
DESTIN HARBOR ENTRANCE EMERGENCY DREDGING
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA

SILT FENCE INSTALLATION DETAILS



PROJECT C2013-019

DRAWING BY AF

SHEET 7 of 7

DATE MAR 2013

PRELIMINARY DRAWINGS. THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2024

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 3.C.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager

DATE: October 4, 2024

SUBJECT: Grant Agreement DEP P5100 - Pickleball Project

I. BACKGROUND: The Florida Recreation Development Assistance Program (FRDAP) grant application was applied for in September 2023. The city was informed in July 2024 that the grant was being funded.

II. DISCUSSION: The Florida Recreation Development Assistance Program (FRDAP) grant application for Pickleball was funded in the State's FY25 budget. The State assigned FDEP (Florida Department of Environmental Protection) as the grant manager. Attached is the grant agreement from the Florida Department of Environmental Protection (DEP). The grant amount is \$50,000 with a match requirement of \$250,000.

A. Link to Strategic Goals / Objectives: 4.7 Pickleball Courts

B. Effect on Budget (EOB):

Agreement Number: P5100

Project Title: Pickleball Courts

Award Dates: Execution Date - 06/30/2027

Amount: \$50,000

Match Required: \$250,000

FY2025 Adopted Budget includes \$375,000 of Park Impact Fees 31557232-565000-RC127 to meet match requirement

Grant Manager: Florida Department of Environmental Protection

Increases FY 2025 Budget Revenue by \$50,000 (305300-334702-RC127 Grant-FL State-Pickleball)

Increases FY 2025 Budget Expenditures by \$50,000 (30557202-565000-RC127 FL State Grant-Capital Infrastructure Improvement-Pickleball)

Increases Due from Other Governments (305-133702-RC127)

Increases Unearned Revenue (305-223702-RC127)

C. Level of Service (LOS): Level of Service will be increased.

D. Legislative Sponsor:

III. CONCLUSION: Staff recommends that the Council accept DEP grant agreement P5100 for Pickleball Phase 1 and authorize the city manager to execute the agreement and return it to DEP for their execution.

IV. RECOMMENDED MOTION: I move that the Council accept DEP grant agreement P5100 for Pickleball Phase 1 and authorize the city manager to execute the agreement and return it to DEP for their execution.

I move to increase the FY 2025 Budget by \$50,000 to allow expenditure of this award.

Attachments:

1. P5100 Destin Grant Agreement
DRAFT
2. 2024 1021 Budget Amend FDEP
PICKLEBALL RC127

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

P5100

(Department)

Entity Type: Local Government

FEID: 59-1082116

(Grantee)

Date of Expiration:

June 30, 2027

Project Location(s):

3949 Commons Drive. Destin, FL 32541

Project Description:

New: Construction of four Pickleball Courts, sidewalks, lighting and stormwater improvements.

5. Total Amount of Funding: \$50,000	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	Line Item 1829, GAA, FY 24-25	\$ 50,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☒ Grantee Match		\$ 250,000.00

Total Amount of Funding + Grantee Match, if any:	<u>\$300,000.00</u>
--	---------------------

Grantee's Grant Manager

Name: Jeff Cozadd

or successor

Address: 4200 Indian Bayou Trail

Destin, FL 32541

Tallahassee, FL 32399

Phone: 850-837-4242

Email: jcozadd@cityofdestin.com

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Destin

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Callie DeHaven, Director, Division of State Lands

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

Attachment 1

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price

Attachment 1

- subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT**

Attachment 1

TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized

aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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 Grantee, 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 section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.**Attachment 1**

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)

Project Name: **Pickleball Courts**
Grantee Name: **City of Destin**
FRDAP Project No.: **P25100**
DEP Agreement No.: **P5100**

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at **3949 Commons Drive, Destin, FL 32541** and is considered a "**Large Project**" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.

☐ This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

☒ This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is **April 30, 2027**.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$ 50,000.00
Required Grantee Match Amount:	\$ 250,000.00
Total Estimated Project Cost:	\$ 300,000.00
Match Ratio:	50:50

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 1.A. Development of Commencement Documentation Checklist (DRP-107) ¹ . 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	DELIVERABLE 1 The Department will issue “Notice to Commence” upon receipt and approval of: 1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107) 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.	180 calendar days after Execution of Agreement ²	Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.

	The Grantee may not proceed with development of the Project until Notice to Commence has been issued.		
TASK 2 2.A. Development of Primary and Support Project Elements, which includes: New: Construction of four pickleball courts, sidewalks, lighting and stormwater improvements. 2.B. Development of Completion of Documentation Checklist (DRP-111). 2.C. Completion of Final Status Report (DRP-109).	DELIVERABLE 2 The Grantee may request reimbursement upon Department receipt and approval of: 2.A. Development of required Project Elements. 2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111) 2.C. Final Status Report (DRP-109). The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.	Due April 30, 2027, which shall also be the Project Completion Date³	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government, or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following <u>Matching</u> Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1829 Fixed Capital Outlay Florida Recreation Development Assistance Grants From General Revenue Fund and Land Acquisition Trust Fund	2024-2025	37.017	Florida Recreation Development Assistance Program	\$50,000	140002

Total Award	\$50,000	
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¹ Subject to change by Change Order.

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

- i. **Pre-Agreement Expenses.** Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
- k. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
- l. **Cost Limits.** Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
- h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:
- Status Reports.**
- a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
10. **Site Dedication.**
- a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
- b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



Florida Department of Environmental Protection

EXHIBIT A Land and Water Conservation Fund Program Florida Recreation Development Assistance Program Project Status Report

Required Signatures: **Adobe Signature**

Project Name: _____ Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. **(50% of total costs must be in primary facilities).**

PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:**Period Covered** (Check Appropriate Period):☐

January through April:

Due May 5th☐

May through August:

Due September 5th☐

September through December:

Due January 5th☐

Final Status Report

Date from Project Completion Certification: _____

LIAISON: _____

Signature

Date



Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

Date: _____

Grantee

Project Name and Number

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$0.00	\$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date

CITY OF DESTIN Budget Amendment Form

Fiscal Year

2025

Short Description

FDEP PICKLEBALL GRANT

Entity Code

1

Period

1

Effective Date

10/21/2024

Amendment Type*

2

Ref 1

BUA

Budget Year Code

1

Budget Projection Inclusion

One Time

Ref 2

ADJ

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

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
305300 GRANT REV	334702 REC GRANT	RC127 PICKLEBALL	FDEP PICKLEBALL GRANT	I	\$ 50,000.00	\$ -	\$ 50,000.00
30557202 STATE REC	565000 CIP	RC127 PICKLEBALL	FDEP PICKLEBALL GRANT	I	\$ 50,000.00	\$ -	\$ 50,000.00
		Also do JE: DR 305-133702-RC127// CR 305-223702-RC127					
TOTAL					\$ 100,000.00		

Created by:

Entered by:

Approved by:

Initials

Date

Note

BUDGET AMENDMENT FOR FDEP PICKLEBALL (FRDAP) GRANT AWARD

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2024**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 3.D.**TO:** City Council**THRU:** Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney**FROM:** Tina Deater, Community Development Director
Krystal Strickland, Finance Director
Jeffrey Cozadd, Projects, Grants and Contracts Manager**DATE:** October 8, 2024**SUBJECT:** Professional Planning and Grant Consulting Services RFQ 24-12-CD

I. BACKGROUND: Assistance is needed in both the Community Development Department and the City Manager's Office to implement various projects as directed by the Council, and to provide support for critical City functions that are being impacted by position vacancies.

This request is for the City to proceed with an RFQ to secure Consulting support services to supplement planning, rate analysis and grant pursuits to accomplish projects in the CRA Master Plans, the Mobility Plan, and other capital projects prioritized by Council. These services will include assistance with planning functions, including various studies and reviews associated with the permitting and Development Order processes. In addition, grant consulting can help advance the City's Capital Improvement Plan through researching nationwide grant opportunities and grant writing to supplement and augment current efforts by the City's Capital Project and Grant Manager.

II. DISCUSSION: Staff have prepared Professional Planning and Grant Consulting Services RFQ 24-12-CD. If approved by the Council, the RFQ will be advertised on October 24, 2024, and a bid opening will be held on December 5th, 2024.

The information listed below identifies the need for and benefits of these services.

Community Development

A Professional Planning Services contract is necessary for the completion of any specialized planning and rate analysis studies requested by the Council. Position vacancies in the Planning Division have also impacted permit and developer application reviews.

Having a Professional Planning Services contract will allow the Division to receive assistance, as needed, and ensure that permit applications are reviewed in a timely manner. The Community Development Department also requires rate consulting assistance periodically for building permit fees, developer fees, and impact fees.

City Manager's Office

The City has many projects at this time that are funded with both **grant funds** and **general fund** dollars. Many of the large capital projects in the draft mobility plan can be expedited with external funding which will reduce the amount of impact fee funds and general funds needed to complete them.

Some underfunded projects may be eligible for highly competitive and more complex grant opportunities, such as the Federal RAISE Program through DOT, the Florida SUNTRAIL Program, and Safe Streets for All. However, the City is challenged with limited staffing resources to accomplish large grant-writing efforts due to the extensive information required for these highly competitive applications. Grant consulting services assist in identifying grant opportunities for larger capital projects and grant writing when existing staff capacity is overloaded.

The City of Destin's **Capital Improvement Plan (CIP), CRA Master Plans, Mobility Plan, and Comprehensive Plan** are lists of medium and high-priority capital projects that are vital for the growth and well-being of the City. The **CIP** provides an approach to capital projects that includes strategic planning, financial management, renewal and replacement, and economic development.

- A. **Link to Strategic Goals / Objectives:** II. Enhanced Quality of life and safety for families
III. Economic development and revitalization
IV. Improved mobility and connectivity
- B. **Effect on Budget (EOB):** No effect on budget at this time.
- C. **Level of Service (LOS):** Level of service will be increased
- D. **Legislative Sponsor:**

III. **CONCLUSION:** Master service agreements with consulting firms for planning, rate analysis and grant consulting services would establish the contractual agreements and, as needed, project-specific task orders would be authorized to engage the consultant for any assigned tasks at an established cost.

IV. **RECOMMENDED MOTION:** I move the City advertise RFQ 24-12-CD for Professional Planning and Grant Consulting Services.

Attachments:

1. RFQ 24-12-CD Professional Planning and Grant Consulting Services

v10.7.24

**REQUEST FOR QUALIFICATIONS
(RFQ)
PROFESSIONAL PLANNING AND GRANT CONSULTING
SERVICES**

RFQ No. 24-12-CD

**RFQ DUE DATE: December 5, 2024 2:00 P.M. CST
4200 Indian Bayou Trail
Destin, FL 32541**



City of Destin, Florida
October 24, 2024

Larry Jones, Interim City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

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REQUEST FOR QUALIFICATIONS
PROFESSIONAL PLANNING AND GRANT CONSULTING SERVICES
RFQ No. 24-12-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, December 5, 2024, 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, six (6) copies (total of seven (7) submissions) and one digital (USB only) copy of the response shall be submitted in a sealed package clearly marked on the outside: "RFQ No. 24-12-CD, "PROFESSIONAL PLANNING AND GRANT 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 RFQs 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

Larry Jones
Interim City Manager

**NOTICE TO PROPOSERS
(Advertisement)**

The City of Destin, Florida (City), is currently seeking sealed submittals for “Professional Planning and Grant 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. 24-12-CD , “PROFESSIONAL PLANNING AND GRANT CONSULTING SERVICES FOR THE CITY OF DESTIN”**”, along with the name, return address and telephone number of the firm submitting the proposal, no later than 2:00 p.m. Central Time, on Thursday, December 5, 2024 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.

Larry Jones
Interim City Manager

SECTION 1 –SCOPE OF SERVICES AND GENERAL INFORMATION

1.1 SUMMARY OF THE SCOPE OF SERVICES:

The City of Destin, Florida is seeking firms to enter into a "continuing contract" to provide various Professional Planning and Grant Consulting services for the City. The professional planning services required relate to the Community Development Department's Development Order Review process, the Land Development Code, the Comprehensive Plan, and other professional planning reviews, studies and/or planning projects as assigned by the City Manager or Community Development Director. The grant consulting services shall include, but are not limited to, all forms of grant seeking, grant writing, and project support services.

The intent of this RFQ is to acquire a broad range of Professional Planning and Grant Consulting Services for the City.

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 at the City's sole discretion.

1.3 TERM OF THE SERVICE

The City intends to enter into a **five (5) year with five (5) one-year extensions for a total of ten (10) year continuous contract with the successful bidder**. This term may be negotiated by the parties.

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

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

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

Once these fixed hourly costs are negotiated and the contracts signed, each project will be negotiated relative to the number of hours required by each position to accomplish the scope of services. The consulting services costs will be based on time and expenses with a not to exceed limit based on the negotiated hours and expenses or a fixed lump sum

fee. The results of this negotiation will result in a Task Order for the miscellaneous project. The City's standard form of consulting agreement will be utilized with appropriate changes and modifications for each specific circumstance.

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

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

1.4 SCOPE OF SERVICES TO BE PERFORMED:

The City is seeking consulting firms to enter into a "continuing contract" to provide various Professional Planning and Grant Consulting Services for the City. The Professional Planning and Grant Consulting Services required may include, but are not limited to the following:

Professional Planning Services

The City requires the services of a qualified firm to provide professional planning services related to the Community Development Department's Development Order Review process, the Land Development Code, the Comprehensive Plan, and other professional planning reviews, studies and/or planning projects as assigned by the City Manager or Community Development Director. The selected Consultant will be required to abide by all applicable federal, state and local laws and ordinances that may be required in the conduct or performing such services.

The intent of this RFQ is to acquire a broad range of Professional Planning services for the City of Destin that may include, but are not limited to:

- Planning Review, Development Order(s): Review project submittals for compliance with the City's Land Development Code (LDC); prepare review letter(s) describing deficiencies and/or LDC non-compliance, referencing specific code sections; prepare review summaries, inclusive of applicable LDC code sections in preparation for issuance of Final Development Order; consult with City Staff.
 - Serve as a project reviewer for the Community Development Department and serve as the Department's representative on the Technical Review Committee (TRC), as outlined in Article 2 - Administration of the City's Land Development Code (LDC); consult with City Staff.
- Planning: Review project submittals not associated with the Development Order Review Process; prepare review letter(s) describing deficiencies and/or LDC non-compliance, referencing specific code section; prepare review summary, inclusive of applicable LDC code Sections; consult with City Staff.
- Planning Projects: Conduct various planning projects and/or planning studies as assigned by the City Manager and/or Community Development Director; review, apply, and/or study LDC code sections; prepare review summary; consult with Planning Staff.

- Land Development Code maintenance: including the review, study, and proposed modification of LDC sections.
- Comprehensive Plan support: including data collection; analysis and preparation of map and text amendments to the Comprehensive Plan; preparation of Evaluation and Appraisal Reports (EAR); organizing and leading community engagement activities for Comprehensive Plan updates and amendments; conducting planning studies supporting the Comprehensive Plan.
- Transportation planning services: conducting multimodal transportation studies; supporting the development or review of existing transportation related fees including, but not limited to, a transportation impact fee or mobility fee; review and preparation of comments on traffic studies submitted with site development applications.
- Data collection, analysis and rate analysis: including providing collection, research, reporting and presentation of data and analytical findings. Includes rate analysis for building permit fees, developer fees, and impact fees.

The successful Proposer will meet or exceed the following qualifications:

- Minimum qualifications include five (5) years' experience in professional planning, including experience with all services described above. AICP certification of at least one Project Team Member is preferred.
- Expert knowledge of the Florida Administrative Code and Florida State Statutes pertaining to Comprehensive Plans, Zoning and Growth Management.
- Expertise and practice in Comprehensive Planning, Land Development Codes, transportation planning, and preparing and presenting various planning studies.
- Expertise and practice in reviewing Building Permits, Development Plans, Development Orders, Development Order Deviations, and Subdivisions.
- Competencies: Decision Making, Ethical Conduct, Financial Management, Strategic Thinking, Thoroughness, Collaboration Skills, Communication Proficiency, and Time Management.
- The firm must be available to the Community Development Department Staff as needed, including email communication, virtual meetings, conference calls, and attending meetings, in-person, virtually or by conference call as directed by the Community Development Director.
- The firm must have an office located in the State of Florida, and have at least one Project Team Member located within a 100-mile radius of the City of Destin.

Grant Consulting Services

The City recognizes that obtaining grant funding is a critical and important function to enable the City to leverage public funds to accomplish capital projects.

The City requires the services of a qualified firm to identify possible grant opportunities to support major capital projects identified in the City's comprehensive plan, the City's strategic plan, the City's 5-year capital improvement plans, and other major capital projects identified by council members as maintained by the City's Project Review Team. The firm will coordinate with City staff on the assimilation of information and data required to put forth a concise and complete grant applications, prepare the grant applications, respond to questions and/or requests from the grant making organization and monitor on behalf of the City the progression of the submitted application until such time the application is awarded or denied. The selected Consultant will be required to abide by all applicable federal, state and local laws and ordinances that may be required in the conduct or performing such services.

The intent of this RFQ is to acquire a broad range of Grant Consulting services for the City of Destin that may include, but are not limited to:

Conduct research to identify grant resources including, but not limited to, federal, state, foundation, agencies, corporations, and organizations that support the City's funding needs and priorities.

Grant writing will include the completion of grant applications on behalf of the City, including preparation of funding abstracts, production and submittal of applications to funding sources. In addition, ongoing technical review of grant applications prepared and submitted by staff when requested are to be provided. A copy of each grant application package submitted for funding, in its entirety, is to be provided to the City. Fees for grant application preparation by the Consultant will be negotiated on a case-by-case basis and will documented with a project specific task order. The selected Consultants will meet the following required grant conditions:

- Full proposal review at least two (2) weeks prior to grant submission deadline by City staff assigned to the grant proposal.
- Final proposal that includes all required proposal documents will be submitted to City staff assigned to the grant proposal for final approval at least one (1) week before grant submission deadline.
- Full, City approved grant application documents will be submitted to the funder to meet grant submission deadline.

The successful Proposer will provide the following:

- Thoroughly understand the history, projects, and services of the City to better comprehend all projects for which grants will be sought and to recommend the seeking of grants.
- Be knowledgeable about potential community resources for grant collaboration / partnership.
- Identify prospective grant sources for the project or program.
- Work with City's management team to identify community partners as necessary.
- Attend applicable pre-proposal workshops/webinars and provide City management team with information from workshops/webinars.
- Engage City management team in creatively strategizing for project grant development.

- Provide strategies and recommendations to steer City management team to success and timely proposal development.
- Demonstrate resourcefulness, creative thinking, and innovation to generate high quality plans for program and proposal development.
- Review the budget of a project or program for which funding is sought and make recommendations to better present it to grant-making organizations.
- Compile, write, and edit grant applications exhibiting strong expository writing skills and a high-level command of grammar and spelling.
- Design graphs, charts and visuals that illustrate and explain key processes, programmatic concepts and cycles of work/timelines.
- Initiate, develop, and document the scope of grant project-related partnerships with community organizations as required by the funder.
- Secure all required supplemental documentation, including drafting and collecting signed copies of letters of support, and other documents including memoranda of understanding or articulation agreements that correspond to the project description in the proposal.
- At the beginning of the proposal process, develop a timeline that is agreeable to the City management team for submission of proposal drafts and review.
- Write well-organized and compelling proposal drafts that follow the requirements of the grant and submit for review to appropriate City Staff, and if applicable, to partners, adhering strictly to timelines/deadlines throughout the process.
- Make edits or revisions to drafts as required in a timely manner.
- Submit final proposal after approval by City staff via print, electronic or online submission to ensure receipt before the deadline and in compliance with all proposal preparation requirements.
- Provide digital and paper copies of complete proposal for City personnel.
- Notify applicable state and/or local partners of grant proposal submission and provide additional advocacy suggestions regarding outreach.
- Keep in contact with grant-making organizations during their review of a submitted grant application to be able to supply additional supportive material, if required. Annual Report and Annual Summary of grants the City has applied for with the grant writer's assistance and the outcome of each grant request are to be provided.

Project support services will include promoting and establishing relationships with community stakeholders and partners, potential funders, governmental agencies, and the public that will help support the project and advance its development and eventual completion.

Services of the Consultant shall be under the general direction of the City Manager or his 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 **December 5, 2024** 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. 24-12-CD Professional Planning and Grant 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 **December 5 2024 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 may 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, six (6) copies (total of seven (7) 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. 24-12-CD Professional Planning and Grant 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
References	15
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 will 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 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: PROFESSIONAL PLANNING AND GRANT CONSULTING SERVICES

RFQ Number: 24-12-CD

RFQ Received By: **December 5, 2024, NO LATER THAN 2:00 P.M. (CT)**

RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom, unless specified otherwise, on: **December 5, 2024, 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.: _____		
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. 24-12-CD, PROFESSIONAL PLANNING AND GRANT
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. 24-12-CD
"PROFESSIONAL PLANNING AND GRANT CONSULTING SERVICES
FOR THE CITY OF DESTIN"**

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

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

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

2. This sworn statement is submitted by _____

whose business address is _____

and (if applicable) Federal Employer Identification Number (FEIN) is _____

_____(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signature)

Date:

STATE OF _____
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:

CITY OF DESTIN, FLORIDA

**REQUEST FOR QUALIFICATIONS (RFQ) NO. 24-12-CD
“PROFESSIONAL PLANNING AND GRANT 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. 24-12-CD
“PROFESSIONAL PLANNING AND GRANT CONSULTING SERVICES
FOR THE CITY OF DESTIN”**

CONFLICT OF INTEREST DISCLOSURE FORM

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

YES _____

NO _____

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

YES _____

NO _____

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

YES _____

NO _____

If YES, please describe:

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS _____

PHONE NO. _____

E-MAIL _____

CITY OF DESTIN, FLORIDA

**REQUEST FOR QUALIFICATIONS (RFQ) NO. 24-12-CD
“PROFESSIONAL PLANNING AND GRANT 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. 24-12-CD
“PROFESSIONAL PLANNING AND GRANT 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. 24-12-CD. – PROFESSIONAL PLANNING AND GRANT 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

PROFESSIONAL PLANNING AND GRANT 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.

ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name:

Title:

Nongovernmental entity:

Date:

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me _____ in person or _____ remote notarization by _____ as _____ on behalf of _____, who is personally known to me or who produced _____ as identification this _____ day of _____, 202____.

Notary Public

(Notary Seal)

APPENDIX “B”

THE DOCUMENT

BEHIND THIS PAGE

IS THE SAMPLE

CONTRACT



CITY OF DESTIN, FLORIDA

AGREEMENT FOR PROFESSIONAL PLANNING AND GRANT CONSULTING SERVICES

This AGREEMENT FOR PROFESSIONAL PLANNING AND GRANT 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 Professional Planning and Grant 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. 24-12-CD ("RFQ") which is hereby incorporated into this Agreement and attached hereto as Exhibit "A", the CONSULTANT shall provide services as directed by the City Manager or their

designee, including but not limited to: providing various Professional Planning and Grant Consulting services for the City. The professional planning services provided relate to the Community Development Department's Development Order Review process, the Land Development Code, the Comprehensive Plan, and other professional planning reviews, studies and/or planning projects as assigned by the City Manager or Community Development Director. The grant consulting services provided include, but are not limited to, all forms of grant seeking, grant writing, and project support 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:

CONSULTANT:

Larry Jones
Its: Interim City Manager

By: _____
Its: _____

Date

Date

Attest to Signature:

Witness to Signature:

Rey Bailey, City Clerk

Print Name

SEAL

Witness to Signature:

Approved as to Legal Form:

Kimberly Romano Kopp, City Attorney

Print Name

EXHIBITS

- A. Request for Proposal No. 24-12-CD
- B. Fee Schedule
- C. Certificates of Insurance

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2024**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 3.E.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Larry Jones , Interim City Manager

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Krystal Strickland, Finance Director

DATE: 10/11/2024

SUBJECT: Okaloosa County Sheriff's Service Agreement FY2025

I. BACKGROUND: The City contracts with the Okaloosa County Sheriff's (OCSO) office for law enforcement services. The current contract expires on September 30, 2024, which coincides with the City's fiscal year. The proposed FY2025 contract amount (\$3,063,695) was adopted in the FY2025 Budget.

II. DISCUSSION: The attached redline document shows the proposed revisions to the contract. Each year the City Manager negotiates a renewal of the law enforcement agreement with OCSO. The proposed FY2025 contract includes basic sheriff services and a marine patrol unit. Total staffing includes the following:

- Sixteen (16) patrol deputies
- Two (2) investigators
- One (1) deputy front desk position
- One (1) marine patrol deputy
- One (1) crd

A. Link to Strategic Goals / Objectives: II. Enhanced Quality of Life for Citizens and Visitors

B. Effect on Budget (EOB): The FY2025 Adopted Budget is adequate to cover the cost of this contract.

	0152140-534003
	GF Public Safety-
	Sheriff Contract
	\$ 3,063,695
FY 24 Adopted Budget*	3,063,695
Previous Expenses/Encumbrances	-
Available Program Budget	3,063,695
This Agreement +(-)	(3,063,695)
FY 24 Remaining Program Budget	\$ -

**FY 25 Adopted Budget includes Budget for Prior Year Encumbrances*

C. Level of Service (LOS): The FY2025 contract maintains a consistent level of law enforcement services for the City of Destin residents. In cooperation with the OCSO, key performance measures will be presented quarterly.

D. Legislative Sponsor:

III. CONCLUSION: Law enforcement services within the City of Destin are provided by the Okaloosa County Sheriff’s Office through the Law Enforcement Service Agreement negotiated each year. The proposed agreement totals \$3,063,695 and runs from October 1, 2024, through September 30, 2025.

IV. RECOMMENDED MOTION: I move that Council approves the FY2025 Law Enforcement Service Agreement to provide law enforcement services to the City of Destin by the Okaloosa County Sheriff’s Office from October 1, 2024, to September 30, 2025.

Attachments:

1. Law Enforcement Service Agreement
FY25
2. Redline

LAW ENFORCEMENT SERVICE AGREEMENT

THIS AGREEMENT, made and entered into on this 1st day of October 2024, by and between ERIC ADEN, AS SHERIFF OF OKALOOSA COUNTY, FLORIDA, hereinafter referred to as the SHERIFF, and the CITY OF DESTIN, FLORIDA, a municipality located in OKALOOSA COUNTY, Florida, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, the SHERIFF has heretofore maintained professional police protection for the benefit of the citizens of the CITY; and

WHEREAS, in recognition of the effort to minimize the cost of governmental services for the benefit of the citizens of the CITY; and

WHEREAS, the CITY is desirous of maintaining competent professional law enforcement services in conjunction and harmony with its program of fiscal responsibility; and

WHEREAS, the SHERIFF has agreed to render to the CITY professional law enforcement services and the CITY is desirous of contracting for such services, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I **LAW ENFORCEMENT SERVICES**

The SHERIFF shall provide to the CITY competent law enforcement protection within and throughout the corporate limits of the CITY ("Destin District") under the authority given the SHERIFF by the laws of the State of Florida, through the following:

- Sixteen (16) patrol deputies
- Two (2) investigators
- One (1) deputy front desk position
- One (1) marine patrol deputy
- One (1) crd

The CITY agrees and understands all positions will be based out of the Destin substation located at 107 Stahlman Avenue, Destin, Florida and will provide law enforcement services within the CITY's

corporate limits unless otherwise stated in this contract.

ARTICLE II

CONSIDERATION

In consideration for the services and responsibilities to be performed for the term hereof, the CITY shall pay to the SHERIFF, a sum of THREE MILLION, SIXTY-THREE THOUSAND, SIX-HUNDRED NINETY-FIVE DOLLARS (\$3,063,695), to be paid in twelve (12) monthly installments of TWO HUNDRED FIFTY-FIVE THOUSAND, THREE HUNDRED SEVEN DOLLARS AND NINETY-TWO CENTS (\$255,307.92). Included in the contract amount are operational expenses, auto expenses, uniforms, payroll, auto replacement, and administrative charge assignment.

These monthly installments, made payable to the SHERIFF by the CITY, shall be turned over by the SHERIFF, upon receipt, to the Board of County Commissioners of Okaloosa County in consideration and reimbursement for the County having allocated the entire amount payable under this agreement to the SHERIFF in its current budget. Any and all funds allocated to the SHERIFF by the Board of County Commissioners of Okaloosa County in consideration of this agreement shall be accounted to the general revenue fund of the SHERIFF.

ARTICLE III

EMPLOYMENT RESPONSIBILITY

The SHERIFF shall be responsible for any liability for or direct payment of any salaries, wages or other compensation, contributions to pension funds, insurance premiums, worker's compensation funds, vacation or compensatory time, sick leave benefits or any other amenities of employment to any SHERIFF personnel performing services, duties and responsibilities hereunder for the benefit of said CITY and the residents thereof, or any other liabilities whatsoever, unless otherwise specifically provided herein. The SHERIFF shall indemnify and hold harmless the CITY from all claims, demands and causes of action resulting from any law enforcement or other activity conducted pursuant to this agreement or as a result of this agreement or other acts of law enforcement personnel of the SHERIFF. The CITY shall not be liable, in any manner, for any activity of any employee of the SHERIFF.

ARTICLE IV

ADDITIONAL LAW ENFORCEMENT SERVICES

Any additional law enforcement services requested by, and exclusively provided to the CITY, shall be billed to the CITY on a monthly basis at the actual reimbursable cost for the personnel assigned. Only the CITY MANAGER or his/her designee will have the authority to request additional services provided pursuant to this article. Services provided pursuant to this article shall be agreed to by the parties' authorized representatives, in writing, prior to the commencement of said services.

ARTICLE V
RIGHT OF CONTROL

The SHERIFF shall have and maintain the responsibility for providing the level of service (LOS) determined by the CITY COUNCIL. The discipline of personnel and other matters pertinent to the performance of the services, duties and responsibilities shall be the responsibility of the SHERIFF, and if germane, results may be made available to the CITY MANAGER. Nothing herein contained should be construed to mean that the CITY is contracting away its constitutional authority.

ARTICLE VI
AUTHORITY TO ACT

The CITY does hereby vest in each sworn deputy of the SHERIFF, to the extent allowed by law, the police powers of the CITY, which are necessary to implement and carry forth the services, duties and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn officers. Any sworn deputy sheriff duly appointed as provided by law, shall have the authority and by this agreement is vested with the power to:

- Enforce the laws of the State of Florida;
- Enforce the ordinances of Okaloosa County that are applicable in the CITY; however, to the extent should an ordinance of the County be in conflict with an ordinance of the CITY, the CITY's ordinance shall prevail;
- Enforce the ordinances of the CITY and provide frequent patrols at CITY facilities and parks during special and sporting events and activities; and
- Provide any other law enforcement activity as authorized or directed by the City Council.

ARTICLE VII
UNIFORMS AND VEHICLES

The SHERIFF shall have the total responsibility for the selection of uniforms for the deputies performing duties and services pursuant to this agreement and the marking of patrol vehicles. All vehicles to be used by contracted deputies within the CITY shall be marked with the seal of the CITY of Destin. The SHERIFF agrees to enhance identification of the City of Destin through improved vehicular decals and substation building signage, the extent of which shall be mutually agreed upon by the CITY and the SHERIFF prior to implementation.

ARTICLE VIII
LIAISON & MONTHLY REPORTING

A liaison shall be maintained between the CITY and the SHERIFF and/or his designee. The CITY'S liaison shall be the CITY MANAGER or designee; who shall meet and confer with the SHERIFF and/or designee and other law enforcement officers on a regular basis to review law enforcement activity and other CITY related activities. Provided, the SHERIFF, shall consult only with an authorized representative of the CITY in carrying out the terms and conditions of this contract. The focus of the SHERIFF'S liaison is to improve and maintain optimum communications between the organizations identified in this agreement. The liaison will attend weekly City staff meetings and remain directly involved in issues of the CITY related to public safety within the City of Destin. The liaison will ensure the CITY is provided reports and data, in formats agreed upon by the Sheriff's Office and the City, on a no less than monthly basis, containing information generated within the corporate limits of the CITY. The SHERIFF'S liaison will provide direct and timely notification to the CITY MANAGER of any major incidents occurring within the City limits. Major incidents include those in which have is loss of life, significant property damage or which have the potential to generate high profile media coverage.

ARTICLE IX
INSURANCE

The personnel appointed and employed by the SHERIFF pursuant to this agreement shall be covered in all respects as are other members of the SHERIFF'S office either through the SHERIFF'S Self-Insurance Fund or through a private company with comparable coverage to minimally include worker's compensation, liability and adequately cover replacement costs of rented, borrowed or used equipment, vehicles and property. The SHERIFF shall provide the same insurance coverage for the vehicles used in the CITY under the terms of this agreement as is used for like vehicles in the SHERIFF'S Office.

ARTICLE X
TERM

This service agreement shall remain in full force and effect for the term commencing the 1st day of October, 2024 and ending the 30th day of September, 2025, inclusive, unless otherwise amended, extended or terminated in accordance with the terms hereof.

ARTICLE XI
OPTION TO RENEW

For, and in consideration of, the mutual benefits herein contemplated, the sufficiency of which is hereby acknowledged, the SHERIFF does hereby extend to the CITY a continuing option to renew this service agreement upon the same terms and conditions described herein, subject, however, to the provision that the contract price shall be negotiated between the parties each year. Any such contract price negotiations shall be completed with the City Manager thirty (30) days prior to the end of the then-current contract year to allow for inclusion of the contract sum in the CITY'S proposed budget, contingent upon an annual appropriation by the City Council.

ARTICLE XII

RIGHT OF CANCELLATION AND TERMINATION

Any party hereto shall have the right to cancel this contract at any time during its existence upon giving ninety (90) days advance notice of its intention to cancel. Upon the termination of the ninety (90) day period, this contract shall then be canceled, terminated, become null and void and of no further force and effect.

ARTICLE XIII

AUTHORITY TO EXECUTE

The SHERIFF, by his execution hereof, does hereby represent to the CITY that he has full power and authority to make and execute this service agreement pursuant to the powers vested in him under Article VIII of the Constitution of the State of Florida and Section 125.0101, Florida Statutes, to the effect that his making and execution hereof shall create a legal obligation upon himself as a political subdivision of the State and as SHERIFF of Okaloosa County, Florida, which shall be legally binding upon him; and that the same shall be enforceable by the CITY according and to the extent of the provisions hereof. Nothing contained herein, nor any obligation on the part of the SHERIFF to be performed hereunder, shall in any way be contrary to, or in contravention of, any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida.

The Mayor and/or City Manager, by their respective executions hereof, do each represent to the SHERIFF that they, collectively, have full power and authority to make and execute this service agreement on behalf of the City of Destin, Florida, and nothing herein contained is in any way contrary to or in contravention of the Charter of the City of Destin or the laws of the State of Florida.

ARTICLE XIV

NOTICES

All notices required hereunder shall be made by Certified Mail, Return-Receipt Requested, and any notice required hereunder shall be addressed to the party intended to receive same at the following address:

SHERIFF: Eric Aden, Sheriff
Okaloosa County Sheriff's Office
50 2nd Street
Shalimar, FL 32579

CITY: Larry Jones, Interim City Manager
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

ARTICLE XV

NON-ASSIGNABILITY

The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the consent of the City Council of the CITY, which consent must be evidenced by a duly passed action of the City Council and produced to the SHERIFF in writing.

ARTICLE XVI

SOVEREIGN IMMUNITY

The parties further agree that nothing in this Agreement constitutes a waiver of the City of Destin's rights and immunities under the common law, Florida Constitution or Florida Statutes 768.28, as amended from time to time.

ARTICLE XVII

INDEMNIFICATION

The SHERIFF shall be legally responsible for actions of Sheriff's law enforcement personnel performing services under this agreement. Lawsuits and claims that may be filed from time to time shall be handled by the SHERIFF in accordance with normal procedures and the SHERIFF shall hold the CITY harmless from any and all manner of actions, causes of actions, suits, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the Sheriff's use of CITY property or the intentional or negligent acts of the SHERIFF, Sheriff's Deputies and Sheriff's employees; and, the SHERIFF shall indemnify the CITY from any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the CITY might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the SHERIFF, Sheriff's Deputies and Sheriff's employees.

The CITY agrees to hold the SHERIFF harmless from any and all manner of actions, causes of actions, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the constitutionality of ordinances enacted by the CITY and enforced by the SHERIFF or from acts or omissions attributable to the CITY that occurred prior to the execution of this agreement, and the CITY agrees to indemnify the SHERIFF for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the SHERIFF might suffer in connection or as a result of the constitutionality of ordinances enacted by the CITY and enforced by the SHERIFF or from acts or omissions attributable to the CITY that occurred prior to the execution of this agreement. The SHERIFF does not assume any existing or

contingent liabilities regarding liability of the CITY unless specifically listed in this agreement. The CITY does not assume any existing or contingent liabilities regarding liability of the SHERIFF unless specifically listed in this agreement.

ARTICLE XVIII
ENTIRE AGREEMENT

The parties acknowledge one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereto. No modification hereof shall be effective unless in writing, executed with the same formalities as this agreement is executed.

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

CITY OF DESTIN, FLORIDA

By: Bobby Wagner, Mayor

Date: _____

ATTEST:

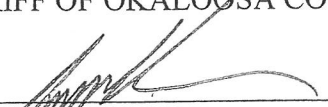
By: Larry Jones, Interim City Manager

Rey Bailey, and City Clerk

Approved as to legal form:

Kimberly Romano Kopp, City Attorney

SHERIFF OF OKALOOSA COUNTY, FLORIDA



Eric Aden, Sheriff

Date: 10/3/24

LAW ENFORCEMENT SERVICE AGREEMENT

THIS AGREEMENT, made and entered into on this 1st day of October ~~2023~~2024, by and between ERIC ADEN, AS SHERIFF OF OKALOOSA COUNTY, FLORIDA, hereinafter referred to as the SHERIFF, and the CITY OF DESTIN, FLORIDA, a municipality located in OKALOOSA COUNTY, Florida, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, the SHERIFF has heretofore maintained professional police protection for the benefit of the citizens of the CITY; and

WHEREAS, in recognition of the effort to minimize the cost of governmental services for the benefit of the citizens of the CITY; and

WHEREAS, the CITY is desirous of maintaining competent professional law enforcement services in conjunction and harmony with its program of fiscal responsibility; and

WHEREAS, the SHERIFF has agreed to render to the CITY professional law enforcement services and the CITY is desirous of contracting for such services, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I **LAW ENFORCEMENT SERVICES**

The SHERIFF shall provide to the CITY competent law enforcement protection within and throughout the corporate limits of the CITY ("Destin District") under the authority given the SHERIFF by the laws of the State of Florida, through the following:

- ~~Seventeen (17)~~Sixteen (16) patrol deputies
- Two (2) investigators
- One (1) deputy front desk position
- One (1) marine patrol deputy
- One (1) crd

The CITY agrees and understands all positions will be based out of the Destin substation located at 107 Stahlman Avenue, Destin, Florida and will provide law enforcement services within the CITY's

corporate limits unless otherwise stated in this contract.

ARTICLE II

CONSIDERATION

In consideration for the services and responsibilities to be performed for the term hereof, the CITY shall pay to the SHERIFF, a sum of ~~TWO MILLION, EIGHT HUNDRED SEVENTY-TWO THOUSAND, SEVEN HUNDRED SEVENTY-EIGHT DOLLARS (\$2,872,778.00)~~ THREE MILLION, SIXTY-THREE THOUSAND, SIX HUNDRED NINETY-FIVE DOLLARS (\$3,063,695), to be paid in twelve (12) monthly installments of ~~TWO HUNDRED THIRY-NINE THOUSAND, THREE HUNDRED NINETY-EIGHT DOLLARS AND SEVENTEEN CENTS (\$239,398.17)~~ TWO HUNDRED FIFTY-FIVE THOUSAND, THREE HUNDRED SEVEN DOLLARS AND NINETY-TWO CENTS (\$255,307.92). Included in the contract amount are operational expenses, auto expenses, uniforms, payroll, auto replacement, and administrative charge assignment.

These monthly installments, made payable to the SHERIFF by the CITY, shall be turned over by the SHERIFF, upon receipt, to the Board of County Commissioners of Okaloosa County in consideration and reimbursement for the County having allocated the entire amount payable under this agreement to the SHERIFF in its current budget. Any and all funds allocated to the SHERIFF by the Board of County Commissioners of Okaloosa County in consideration of this agreement shall be accounted to the general revenue fund of the SHERIFF.

ARTICLE III

EMPLOYMENT RESPONSIBILITY

The SHERIFF shall be responsible for any liability for or direct payment of any salaries, wages or other compensation, contributions to pension funds, insurance premiums, worker's compensation funds, vacation or compensatory time, sick leave benefits or any other amenities of employment to any SHERIFF personnel performing services, duties and responsibilities hereunder for the benefit of said CITY and the residents thereof, or any other liabilities whatsoever, unless otherwise specifically provided herein. The SHERIFF shall indemnify and hold harmless the CITY from all claims, demands and causes of action resulting from any law enforcement or other activity conducted pursuant to this agreement or as a result of this agreement or other acts of law enforcement personnel of the SHERIFF. The CITY shall not be liable, in any manner, for any activity of any employee of the SHERIFF.

ARTICLE IV

ADDITIONAL LAW ENFORCEMENT SERVICES

Any additional law enforcement services requested by, and exclusively provided to the CITY, shall be billed to the CITY on a monthly basis at the actual reimbursable cost for the personnel assigned. Only the CITY MANAGER or his/her designee will have the authority to request additional services

provided pursuant to this article. Services provided pursuant to this article shall be agreed to by the parties' authorized representatives, in writing, prior to the commencement of said services.

ARTICLE V

RIGHT OF CONTROL

The SHERIFF shall have and maintain the responsibility for providing the level of service (LOS) determined by the CITY COUNCIL. The discipline of personnel and other matters pertinent to the performance of the services, duties and responsibilities shall be the responsibility of the SHERIFF, and if germane, results may be made available to the CITY MANAGER. Nothing herein contained should be construed to mean that the CITY is contracting away its constitutional authority.

ARTICLE VI

AUTHORITY TO ACT

The CITY does hereby vest in each sworn deputy of the SHERIFF, to the extent allowed by law, the police powers of the CITY, which are necessary to implement and carry forth the services, duties and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn officers. Any sworn deputy sheriff duly appointed as provided by law, shall have the authority and by this agreement is vested with the power to:

- Enforce the laws of the State of Florida;
- Enforce the ordinances of Okaloosa County that are applicable in the CITY; however, to the extent should an ordinance of the County be in conflict with an ordinance of the CITY, the CITY's ordinance shall prevail;
- Enforce the ordinances of the CITY and provide frequent patrols at CITY facilities and parks during special and sporting events and activities; and
- Provide any other law enforcement activity as authorized or directed by the City Council.

ARTICLE VII

UNIFORMS AND VEHICLES

The SHERIFF shall have the total responsibility for the selection of uniforms for the deputies performing duties and services pursuant to this agreement and the marking of patrol vehicles. All vehicles to be used by contracted deputies within the CITY shall be marked with the seal of the CITY of Destin. The SHERIFF agrees to enhance identification of the City of Destin through improved vehicular decals and substation building signage, the extent of which shall be mutually agreed upon by the CITY and the SHERIFF prior to implementation.

ARTICLE VIII
LIAISON & MONTHLY REPORTING

A liaison shall be maintained between the CITY and the SHERIFF and/or his designee. The CITY'S liaison shall be the CITY MANAGER or designee; who shall meet and confer with the SHERIFF and/or designee and other law enforcement officers on a regular basis to review law enforcement activity and other CITY related activities. Provided, the SHERIFF, shall consult only with an authorized representative of the CITY in carrying out the terms and conditions of this contract. The focus of the SHERIFF'S liaison is to improve and maintain optimum communications between the organizations identified in this agreement. The liaison will attend weekly City staff meetings and remain directly involved in issues of the CITY related to public safety within the City of Destin. The liaison will ensure the CITY is provided reports and data, in formats agreed upon by the Sheriff's Office and the City, on a no less than monthly basis, containing information generated within the corporate limits of the CITY. The SHERIFF'S liaison will provide direct and timely notification to the CITY MANAGER of any major incidents occurring within the City limits. Major incidents include those in which have is loss of life, significant property damage or which have the potential to generate high profile media coverage.

ARTICLE IX
INSURANCE

The personnel appointed and employed by the SHERIFF pursuant to this agreement shall be covered in all respects as are other members of the SHERIFF'S office either through the SHERIFF'S Self-Insurance Fund or through a private company with comparable coverage to minimally include worker's compensation, liability and adequately cover replacement costs of rented, borrowed or used equipment, vehicles and property. The SHERIFF shall provide the same insurance coverage for the vehicles used in the CITY under the terms of this agreement as is used for like vehicles in the SHERIFF'S Office.

ARTICLE X
TERM

This service agreement shall remain in full force and effect for the term commencing the 1st day of October, ~~2023~~2024 and ending the 30th day of September, ~~2024~~2025, inclusive, unless otherwise amended, extended or terminated in accordance with the terms hereof.

ARTICLE XI

OPTION TO RENEW

For, and in consideration of, the mutual benefits herein contemplated, the sufficiency of which is hereby acknowledged, the SHERIFF does hereby extend to the CITY a continuing option to renew this service agreement upon the same terms and conditions described herein, subject, however, to the provision that the contract price shall be negotiated between the parties each year. Any such contract price negotiations shall be completed with the City Manager thirty (30) days prior to the end of the then-current contract year to allow for inclusion of the contract sum in the CITY'S proposed budget, contingent upon an annual appropriation by the City Council.

ARTICLE XII **RIGHT OF CANCELLATION AND TERMINATION**

Any party hereto shall have the right to cancel this contract at any time during its existence upon giving ninety (90) days advance notice of its intention to cancel. Upon the termination of the ninety (90) day period, this contract shall then be canceled, terminated, become null and void and of no further force and effect.

ARTICLE XIII **AUTHORITY TO EXECUTE**

The SHERIFF, by his execution hereof, does hereby represent to the CITY that he has full power and authority to make and execute this service agreement pursuant to the powers vested in him under Article VIII of the Constitution of the State of Florida and Section 125.0101, Florida Statutes, to the effect that his making and execution hereof shall create a legal obligation upon himself as a political subdivision of the State and as SHERIFF of Okaloosa County, Florida, which shall be legally binding upon him; and that the same shall be enforceable by the CITY according and to the extent of the provisions hereof. Nothing contained herein, nor any obligation on the part of the SHERIFF to be performed hereunder, shall in any way be contrary to, or in contravention of, any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida.

The Mayor and/or City Manager, by their respective executions hereof, do each represent to the SHERIFF that they, collectively, have full power and authority to make and execute this service agreement on behalf of the City of Destin, Florida, and nothing herein contained is in any way contrary to or in contravention of the Charter of the City of Destin or the laws of the State of Florida.

ARTICLE XIV **NOTICES**

All notices required hereunder shall be made by Certified Mail, Return-Receipt Requested, and any notice required hereunder shall be addressed to the party intended to receive same at the following address:

SHERIFF: Eric Aden, Sheriff
Okaloosa County Sheriff's Office
50 2nd Street
Shalimar, FL 32579

CITY: ~~Lance Johnson, City Manager~~ Larry Jones, Interim City Manager
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

ARTICLE XV

NON-ASSIGNABILITY

The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the consent of the City Council of the CITY, which consent must be evidenced by a duly passed action of the City Council and produced to the SHERIFF in writing.

ARTICLE XVI

SOVEREIGN IMMUNITY

The parties further agree that nothing in this Agreement constitutes a waiver of the City of Destin's rights and immunities under the common law, Florida Constitution or Florida Statutes 768.28, as amended from time to time.

ARTICLE XVII

INDEMNIFICATION

The SHERIFF shall be legally responsible for actions of Sheriff's law enforcement personnel performing services under this agreement. Lawsuits and claims that may be filed from time to time shall be handled by the SHERIFF in accordance with normal procedures and the SHERIFF shall hold the CITY harmless from any and all manner of actions, causes of actions, suits, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the Sheriff's use of CITY property or the intentional or negligent acts of the SHERIFF, Sheriff's Deputies and Sheriff's employees; and, the SHERIFF shall indemnify the CITY from any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the CITY might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the SHERIFF, Sheriff's Deputies and Sheriff's employees.

The CITY agrees to hold the SHERIFF harmless from any and all manner of actions, causes of actions, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the constitutionality of ordinances enacted by the CITY and enforced by the SHERIFF or from acts or omissions attributable to the CITY that occurred prior to the execution of this agreement, and the CITY agrees to indemnify the SHERIFF for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the SHERIFF might suffer in connection or as a result of the constitutionality of ordinances enacted by the CITY and enforced by the SHERIFF or from acts or omissions attributable to the CITY that

occurred prior to the execution of this agreement. The SHERIFF does not assume any existing or contingent liabilities regarding liability of the CITY unless specifically listed in this agreement. The CITY does not assume any existing or contingent liabilities regarding liability of the SHERIFF unless specifically listed in this agreement.

ARTICLE XVIII
ENTIRE AGREEMENT

The parties acknowledge one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereto. No modification hereof shall be effective unless in writing, executed with the same formalities as this agreement is executed.

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

CITY OF DESTIN, FLORIDA

By: Bobby Wagner, Mayor

Date: _____

ATTEST:

By: ~~Lance Johnson, City Manager~~ Larry Jones, Interim City Manager
and City Clerk

Rey Bailey,

Approved as to legal form:

Kimberly Romano Kopp, City Attorney

SHERIFF OF OKALOOSA COUNTY, FLORIDA

Eric Aden, Sheriff

Date: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2024**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 3.F.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Andy Peters, Director of Information Technology
Krystal Strickland, Finance Director

DATE: October 16, 2024

SUBJECT: Approval of DEX Lease Agreement

I. BACKGROUND: Document Scanning and Publication is a major portion of the City's business, touching nearly every aspect. The City has historically leased these machines as a white glove service in order to handle their maintenance and repair.

II. DISCUSSION:

In 2023, the City entered into a lease agreement with DEX Imaging for

8 enterprise-level machines and
12 accessories/services
for \$1,276.87
for 24 months.
=\$30,644.88

Over the course of the next year, several machines were added at the request of department heads. In addition, the primary document scanner in the Clerk's Office, a City-owned asset, reached the end of its life and was replaced with a leased machine from DEX. Finally, lightning strike incidents destroyed an enterprise-level scanner at the City Annex, which will be replaced on this lease. The new lease consolidates all bills, allowing for simpler tracking of GASB requirements for the Finance Office. This lease will be for

10 machines (including a new machine at Public Works) and
24 miscellaneous accessories/services
for \$1,505.67
for 36 months
= \$54,204.12

Of this, \$265.75 is the payment of the damaged machines at the Community Development Department. It is believed that this approach will stress the general funds' cash flow situation less. The losses have been submitted as claims to our Insurance Company, and the City is pursuing options for protecting the building against future surges with Dewberry Engineer's & Consultants.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): The new lease is expected to increase expenses by \$228.80 per month for the next 36 months.

The total contract is \$54,204 for the three-year term, or \$18,068 per year.

The lease start date is October 2024.

The impact on the FY 2025 budget will be as follows:

	0151764- 571000 PRINCIPAL DEX COPIERS	0151764- 572000 INTEREST DEX COPIERS	Total
FY 25 Adopted Budget (Council Level)	\$ 16,710	\$ 1,358	\$ 18,068
Internal Budget Transfers		-	
Revised Budget	16,710	1,358	18,068
Previous Expenses/Encumbrances	-	-	
Available Program Budget	16,710	1,358	18,068
This Agreement +(-)	(16,710)	(1,358)	(18,068)
FY 25 Remaining Program Budget	\$ -	\$ -	\$ -

To comply with lease accounting, there will also be a Credit to Lease Proceeds 01300-383100 and a Debit to Leased Property 0151931-568000 for the full lease amount of \$55,204.

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: Approval of this lease will allow for smooth installation, maintenance, and repair of publication equipment needs for all City Departments and compliance with GASB Accounting requirements.

IV. RECOMMENDED MOTION: I move to authorize the City Manager to enter into a Lease Agreement with Dex Imaging for \$1505.67 for 36 months as recommended.

Attachments:

1. City of Destin - Final 2024

MASTER AGREEMENT



AGREEMENT NO.:

CUSTOMER ("YOU" OR "YOUR")FULL LEGAL NAME: **City of Destin**FEDERAL TAX ID #: **59-2480854**ADDRESS: **4200 Indian Bayou Trail Destin Florida 32541****EQUIPMENT AND PAYMENT TERMS**

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

SEE ATTACHED SCHEDULE

EQUIPMENT LOCATION: **See Schedule A**TERM IN MONTHS: **36**MONTHLY PAYMENT AMOUNT*: **\$1505.67**

(*PLUS TAX)

SECURITY DEPOSIT: _____

END OF TERM PURCHASE OPTION

INDICATE PURCHASE OPTION – IF NO PO IS INDICATED OR IF MORE THAN ONE IS INDICATED, YOUR PURCHASE OPTION WILL BE FAIR MARKET VALUE.

PURCHASE OPTION (FAIR MARKET VALUE (FMV) OR \$1.00 (\$1) FMV)

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)

X

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

LESSOR ("WE", "US", "OUR")**Dex Imaging, LLC**

LESSOR

SIGNATURE

PRINT NAME & TITLE

DATE

5109 W Lemon St Tampa, FL 33609-1102

ADDITIONAL TERMS AND CONDITIONS

- 1. AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessions incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$75.00. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of seven (7) cents for each dollar overdue or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance. We may charge you a fee of up to \$50.00 for filing, searching and/or titling costs required under the Uniform Commercial Code (UCC) or other laws. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law.
- 2. NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.**
- 3. EQUIPMENT USE.** You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.
- 4. SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.
- 5. SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.
- 6. LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**
- 7. ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. **You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.**
- 8. LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Any insurance proceeds received relating to insurance you obtain will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify and defend (with counsel acceptable to us and our assignee) us and our assignee, if applicable, against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential, exemplary, or indirect damages.
- 9. INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium (and an insurance fee) which may be higher than the premium you would pay if you obtained insurance and an insurance fee, and which may result in a profit to us through an investment in reinsurance or otherwise. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we obtain pursuant to this subsection (A) will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk administrative costs or other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.
- 10. OWNERSHIP/TAXES.** Unless the \$1.00 Purchase Option is selected, we own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement, including estimated final-year personal property tax. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. If the \$1.00 Purchase Option is selected, you acknowledge that 1) the Agreement shall be deemed to be a conditional sales contract, 2) any ownership we have in the Equipment will be deemed transferred to you upon the commencement of the Agreement, and 3) you agree to file any required personal property tax returns relating to the Equipment. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment (and all additions thereto, replacements thereof, and proceeds) to secure your obligations under the Agreement and any other agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement. You authorize us to record UCC financing statements to protect our interests in the Equipment. You also agree to indemnify us on an after-tax basis against the loss of any tax benefits anticipated by us at the commencement of this Agreement arising out of your acts or omissions.
- 11. END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 30 but no more than 120 days prior to the End Date, of your intent to purchase or return the Equipment, and b) you timely purchase or return the Equipment to the location designated by us, at your expense. If the Fair Market Value Purchase Option is selected and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for its Fair Market Value. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment. Agreements with a \$1.00 Purchase Option selected will not renew.
- 12. DEFAULT/REMEDIES.** You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) you or any guarantor hereof file or have filed against you a petition for relief under the federal Bankruptcy Code or any similar federal or state law, or if there occurs a material adverse change in your or any guarantor's financial, business, or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum; and we may disable or repossess the Equipment, require you to stop using any software and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees and repossession costs) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
- 13. UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.
- 14. LIMITATION ON CHARGES.** This section controls over every other part of this Agreement and over all documents now or later pertaining to the Agreement. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this section, be read under any circumstance to allow for a charge higher than that allowable under applicable legal limit, is limited and modified by this section to limit the amounts chargeable under the Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Agreement, or refunded to you.
- 15. MISCELLANEOUS.** All indemnities in this Agreement shall survive the termination of this Agreement. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Any fees and amounts payable under this Agreement, including any estimated tax payments, may include a profit to us. The parties agree that this Agreement and any related documents hereto may be authenticated by electronic means. The parties agree that the sole original hereof for enforcement and perfection purposes, and the sole "record" constituting " chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct your legal name, the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. Within 30 days after our, or if assigned, our assignee's request, you will deliver all requested information (including current financial statements and/or tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. You authorize us or our assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement, and (b) provide your credit application and information regarding your account to credit reporting agencies, potential assignees, and parties having an economic interest in this Agreement and/or the Equipment. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: when you open an account or add any additional service, we will ask for your name, address, federal employer identification number and other information that will

**DEX SCHEDULE A**

Customer Name: City of Destin
Street Address: 4200 Indian Bayou Trail
City / State / Zip: Destin Florida 32541

Agreement No.
Contact Name: Andy Peters
Phone #: (850) 837-4242 x1101

Addendum A**Special Instructions:**

<u>Line #</u>	<u>Model</u>	<u>Asset #</u>	<u>Serial Number</u>	<u>Start Meter</u>	<u>End Meter</u>	<u>Meter Group</u>	<u>A3/A4</u>	<u>Vicinity</u>	<u>Address</u>	<u>Cost Center</u>
	Konica bizhub C360i A3 36ppm Color MFP- DF-714								101 Stahlman Avenue Destin, FL 32541	
	Konica bizhub C360i A3 36ppm Color MFP- DF-714								150 Sibert Avenue Destin, FL 32541	
	Konica bizhub C360i A3 36ppm Color MFP- DF-714								4200 Indian Bayou Trail Destin, Florida 32541	
	Konica bizhub C360i A3 36ppm Color MFP- DF-714								4200 Indian Bayou Trail Destin, Florida 32541	
	Konica bizhub C250i A3 25ppm Color MFP- DF-714								4200 Indian Bayou Trl Destin, Florida 32541	
	Konica Minolta bizhub 360i A3 36ppm Mono Laser Printer with DF-714								4200 Indian Bayou Trail Destin, Florida 32541	
	Konica bizhub C550i A3 55ppm Color MFP								4100 Indian Bayou Trail Destin, FL 32541	
	Konica bizhub C250i A3 25ppm Color MFP- DF-714								3949 Commons Drive West Destin, FL 32541	
	Konica bizhub C250i A3 25ppm Color MFP- DF-714								4200 Indian Bayou Trail Destin, Florida 32541	
	Fujitsu FI-7460 - Document Scanner								4200 Indian Bayou Trail Destin, Florida 32541	

Customer Signature: _____ Print Name and Title: _____ Date: _____

allow us to identify you. We may also ask to see other identifying documents.

Name and Address of Customer:
DESTIN, CITY OF
101 STAHLMAN AVE
DESTIN, FL 32541-1532

Re: **Master Agreement No. 450-8085361-006** dated _____ (the "**Agreement**")

"**Lessor**" means Dex Imaging, LLC together with its successor and assigns, and is also referred to as "**we**", "**us**" and "**our**." "**Customer**" means the above party listed as a Customer in the signature blocks below, and is also referred to as "**you**" and "**your**." This Amendment (this "**Amendment**") is entered into as of the date of the Agreement between you and us in connection with that certain Agreement between you and us. The terms of this Amendment are hereby incorporated into the Agreement as though fully set forth therein. Capitalized terms used but not defined herein shall have meanings given to them in the Agreement.

For good and valuable consideration and intending to be legally bound, you and we agree as follows:

A. Amendment to the Agreement.

1. **CONTRACT.** This Section, which is located on the front (or page 1) of the Agreement, shall be amended in its entirety to read as follows:

"CONTRACT. EXCEPT FOR LACK OF FUNDING APPROPRIATION, THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE STATE OF FLORIDA AND VENUE FOR ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA, OR SUCH OTHER COURT IN THE STATE OF FLORIDA. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL."

2. **AGREEMENT.** The fourth sentence of Section 1 of the Agreement shall be amended to read as follows:

"If any amount payable to us is past due by greater than 30 days, you will pay a late charge equal to: 1) the greater of seven (7) cents for each dollar overdue or 2) the highest lawful charge, if less."

3. **NET AGREEMENT.** The first sentence of Section 2 of the Agreement shall be amended to read as follows:

"THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM EXCEPT FOR LACK OF FUNDING APPROPRIATION."

4. **ASSIGNMENT.** Section 7 of the Agreement shall be amended in its entirety to read as follows:

"7. ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you provided however, that we will notify you if the address for remittance of payments changes as a result of any sale or assignment. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations, as we shall retain those obligations, and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else."

5. **LOSS OR DAMAGE.** Section 8 of the Agreement shall be amended in its entirety to read as follows:

"8. LOSS OR DAMAGE. Upon acceptance of the Equipment by you, You are responsible for any damage to or loss of the Equipment until returned in accordance with the requirements of this Agreement. No such loss or damage will relieve you from your payment obligations hereunder. Any insurance proceeds received relating to insurance you obtain will be applied to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify and defend (with counsel acceptable to us and our assignee) us and our assignee, if applicable, against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. Both Parties agree that, except for your indemnity obligations under this Agreement, neither party shall be liable for any consequential, exemplary, or indirect damages."

6. **INSURANCE.** The following sentence, which is located in Section 9 of the Agreement, shall be deleted in its entirety:

"You authorize us to sign on your behalf and appoint us as your attorney in fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment."

7. **END OF TERM.** Subsection a) of the first sentence of Section 11 of the Agreement shall be amended to read as follows:

"a) we receive written notice from you, at least 30 days prior to the End Date, of your intent to purchase or return the Equipment, and"

8. **DEFAULT/REMEDIES.** Section 12 of the Agreement shall be amended in its entirety to read as follows:

"12. DEFAULT/REMEDIES. You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you

die, dissolve or terminate existence, or (d) you file or have filed against you a petition for relief under the federal Bankruptcy Code or any similar federal or state law, or if there occurs a material adverse change in your financial, business, or operating condition. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum; and we may disable or repossess the Equipment, require you to stop using any software and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees and repossession costs) we incur in any dispute with you related to this Agreement. You agree to pay us 1% interest per month on all past due amounts. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy."

B. Limitations. The amendments set forth herein are limited precisely as written and shall not be deemed to (a) be a consent to, or waiver or modification of, any other term or condition of the Agreement, or (b) prejudice any right or rights which we may now have or may have in the future under or in connection with the Agreement or any of the other documents referred to therein. Except as expressly modified hereby or by express written amendments thereof, the terms and provisions as originally pre-printed on the Agreement or any other documents or instruments executed in connection with the foregoing are and shall remain in full force and effect. No handwritten (or typed, as the case may be) additions or deletions to the text of the terms and conditions of the Agreement shall be enforceable. In the event of a conflict between this Amendment and any of the foregoing documents, the terms of this Amendment shall be controlling.

C. Entire Agreement. This Amendment and the documents referred to herein represent your and our entire understanding regarding the subject matter hereof and supersede all of your and our prior and contemporaneous oral and written agreements with respect to the subject matter hereof.

D. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts and all of such counterparts shall together constitute one and the same instrument. This Amendment is not binding or effective with respect to the Agreement until executed by your and our respective authorized representatives.

IN WITNESS WHEREOF, you and we have caused this Amendment to be executed by each of our respective duly authorized representatives as of the date first above written.

DEX IMAGING, LLC

CUSTOMER: DESTIN, CITY OF

Signature of authorized signer

Signature of authorized signer

Print Name and Title

Print Name and Title

Date

Date

State and Local Government Addendum



Dex Imaging, LLC
5000 Riverside Drive Suite 300 East | Irving, TX 75039-4314

Agreement Number 450-8085361-006 dated as of October 2, 2024

Name and Address of Customer ("You" and "Your"):
DESTIN, CITY OF
101 Stahlman Ave
Destin, FL 32541-1532

This Addendum (this "Addendum") between the above-referenced customer ("Customer") and DEX IMAGING, LLC ("Company") is made and entered into as of the date of the financing arrangement corresponding to the account number set forth above (the "Agreement").

1. **INCORPORATION AND EFFECT.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.
2. **GOVERNMENTAL PROVISIONS.** Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness or require voter approval, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.
3. **LIMITATIONS.** The parties intend that the collection of any damages, the exercise of any remedy, the enforceability of any indemnity, and any requirements of Customer relative to Non-Appropriation set forth in the Agreement or in this Addendum are subject to any limitations imposed by applicable law. To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.
4. **CHOICE OF GOVERNING LAW.** Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located and the parties agree to the non-exclusive jurisdiction and venue of the state and federal courts in such state.
5. **ADDITIONAL FLORIDA PROVISIONS.**
- (a) Notwithstanding any provision in the Agreement to the contrary, any provision of the Agreement that provides, or requires that Customer (i) grant Company a security interest in the Equipment, and/or (ii) authorizes Company to file the Agreement as a financing statement, file a financing statement in respect of the Agreement, or repossess the Equipment, is hereby deleted in its entirety.
- (b) Company acknowledges that payments are payable from sources other than ad valorem taxes.
6. **MISCELLANEOUS.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. Company may in its sole discretion, accept a photocopy, electronically transmitted, facsimile or other reproduction of this Addendum as the binding and effective record of this Addendum whether or not an ink signed copy hereof is also received by Company from Customer.

IN WITNESS WHEREOF, Customer and Company have caused this Addendum to be executed by their duly authorized representatives as of the date first above written.

Company: DEX IMAGING, LLC

Customer: DESTIN, CITY OF

By: _____ Date: _____

By: _____ Date: _____

Print Name and Title: _____

Print Name and Title: _____



Company Information

City of Destin

Bill To Address

City Hall

4200 Indian Bayou Trail

Destin, Florida 32541

Contacts

Dex Imaging Sales Representative

Name: Todd Deveney

Phone: (850) 863-2515

Email: todd.deveney@deximaging.com

A/P Contact

Name: Accounts Payable

Phone: (850) 837-4242

Fax: (850) 837-3267

Email: accountspayable@cityofdestin.com

INSTALLATION for City of Destin

☐ Standard

- Site survey by DEX personnel
- Equipment delivered, preloaded and connected to customer network
- Training via DEX YouTube channel

☒ White Glove

- Site survey by DEX personnel
- Equipment delivered, preloaded and fully network integrated
- Hands on installation of required drivers and utilities
- Customization and testing of desired functionality with customer stakeholders
- Assistance with configuration of servers and infrastructure
- Customization of device or driver settings specific to customer workflow requirements
- Testing of the desired workflow and actively troubleshooting any workflow or integration challenges
- Training done by DEX personnel

NOTE : White Glove option does not apply to production units

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY
CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING LLC.

TERMS AND CONDITIONS ON THE FOLLOWING PAGES ARE AN INTEGRAL PART OF THIS CONTRACT.



Sales Order / Service Agreement

Equipment Delivery Location

City of Destin - Community Center
101 Stahlman Avenue
Destin, FL 32541

Equip. Contact: James Lauria
Phone:(850) 837-4242
Email:jlauria@cityofdestin.com

Base: (Monthly) / Overages: ()

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
Yes	1	CPP Service	\$0.00	0	0.0078	\$0.00	0	0.0688
Yes	1	*Refinance	\$0.00	0	0	\$0.00	0	0
Yes	1	Konica bizhub C360i A3 36ppm Color MFP- DF-714						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: Re-Lease ID F08745 - Community Center



Sales Order / Service Agreement

Equipment Delivery Location

City of Destin Library
150 Sibert Avenue
Destin, FL 32541

Equip. Contact: James Lauria
Phone:(850) 837-4242
Email:jlauria@cityofdestin.com

Base: (Monthly) / Overages: ()

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
Yes	1	CPP Service	\$0.00	0	0.0078	\$0.00	0	0.0688
Yes	1	*Refinance	\$0.00	0	0	\$0.00	0	0
Yes	1	Konica bizhub C360i A3 36ppm Color MFP- DF-714						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: Re-Lease ID F08741 - Library



Sales Order / Service Agreement

Equipment Delivery Location

City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

Equip. Contact: James Lauria
Phone:(850) 837-4242
Email:jlauria@cityofdestin.com

Base: (Monthly) / Overages: ()

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
Yes	1	CPP Service	\$0.00	0	0.0078	\$0.00	0	0.0688
Yes	1	*Refinance	\$0.00	0	0	\$0.00	0	0
Yes	1	Konica bizhub C360i A3 36ppm Color MFP- DF-714						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: Re-Lease ID F08740 - Public Services



Sales Order / Service Agreement

Equipment Delivery Location

City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

Equip. Contact: James Lauria
Phone:(850) 837-4242
Email:jlauria@cityofdestin.com

Base: (Monthly) / Overages: ()

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
Yes	1	CPP Service	\$0.00	0	0.0078	\$0.00	0	0.0688
Yes	1	*Refinance	\$0.00	0	0	\$0.00	0	0
Yes	1	Konica bizhub C360i A3 36ppm Color MFP- DF-714						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: Re-Lease ID F08744 - Clerk's Office



Sales Order / Service Agreement

Equipment Delivery Location

City of Destin
4200 Indian Bayou Trl
Destin, Florida 32541

Equip. Contact: James Lauria
Phone:(850) 837-4242
Email:jlauria@cityofdestin.com

Base: (Monthly) / Overages: ()

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
Yes	1	CPP Service	\$0.00	0	0.0078	\$0.00	0	0.05
Yes	1	*Refinance	\$0.00	0	0	\$0.00	0	0
Yes	1	Konica bizhub C250i A3 25ppm Color MFP- DF-714						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: Re-Lease ID 753656 Morgan Sports



Sales Order / Service Agreement

Equipment Delivery Location

City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

Equip. Contact: James Lauria
Phone:(850) 837-4242
Email:jlauria@cityofdestin.com

Base: (Monthly) / Overages: ()

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
Yes	1	CPP Service	\$0.00	0	0.008	\$0.00	0	0
Yes	1	Konica Minolta bizhub 360i A3 36ppm Mono Laser Printer with DF-714						
Yes	1	PK-524 Punch Kit For FS-539						
Yes	1	FS-539 Finisher -50 Sheets- plus manual Stplr						
Yes	1	DK-516 Enhanced Copy Desk - Storage only-						
Yes	1	RU-513 Relay Unit						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: Code Enforcement



Sales Order / Service Agreement

Equipment Delivery Location

City of Destin
4100 Indian Bayou Trail
Destin, FL 32541

Equip. Contact: James Lauria
Phone:(850) 837-4242
Email:jlauria@cityofdestin.com

Base: (Monthly) / Overages: ()

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
Yes	1	CPP Service	\$0.00	0	0.007	\$0.00	0	0.045
Yes	1	Konica bizhub C550i A3 55ppm Color MFP						
Yes	1	PC-416 Large Capacity Cassette - 2,500 Sheets/Letter Size Only-						
Yes	1	PK-524 Punch Kit For FS-539						
Yes	1	FS-539 Finisher -50 Sheets- plus manual Stplr						
Yes	1	RU-513 Relay Unit						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: Annex



Sales Order / Service Agreement

Equipment Delivery Location

City of Destin - Public Works
3949 Commons Drive West
Destin, FL 32541

Equip. Contact: James Lauria
Phone:(850) 837-4242
Email:jlauria@cityofdestin.com

Base: (Monthly) / Overages: ()

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
Yes	1	CPP Service	\$0.00	0	0.0078	\$0.00	0	0.05
Yes	1	Konica bizhub C250i A3 25ppm Color MFP- DF-714						
Yes	1	PC-216 2-Way Ppr Feed Cabinet -2 x 500-Sheet Univ Tray-						
Yes	1	FS-533 Inner Finisher						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: Public Services



Sales Order / Service Agreement

Equipment Delivery Location

City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

Equip. Contact: James Lauria
Phone:(850) 837-4242
Email:jlauria@cityofdestin.com

Base: (Monthly) / Overages: ()

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
Yes	1	CPP Service	\$0.00	0	0.0078	\$0.00	0	0.05
Yes	1	Konica bizhub C250i A3 25ppm Color MFP- DF-714						
Yes	1	RU-513 Relay Unit						
Yes	1	PK-524 Punch Kit For FS-539						
Yes	1	PC-216 2-Way Ppr Feed Cabinet -2 x 500-Sheet Univ Tray-						
Yes	1	FS-539 Finisher -50 Sheets- plus manual Stplr						
Yes	1	FK-514 FAX KIT -1ST & 2ND LINE-						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: Finance



Sales Order / Service Agreement

Equipment Delivery Location

City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

Equip. Contact: James Lauria
Phone:(850) 837-4242
Email:jlauria@cityofdestin.com

Base: (Monthly) / Overages: ()

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
Yes	1	*Refinance	\$0.00	0	0	\$0.00	0	0
Yes	1	Fujitsu FI-7460 - Document Scanner						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: Re-Lease



MFD (Multi-Function Device) Connectivity Support Agreement (MFD CSA)

DEX Imaging provides a Network Connectivity Support program to cover additional services not included in your Equipment Service Agreement. Today's MFD technology is complex. Loss of functionality can cause downtime. Examples of this are below but not limited to:

- Change of technology
- Software changes
- Infrastructure changes
- Operating system updates
- Authentication changes
- Antivirus software updates
- Firewall updates
- Internet service provider changes

Connectivity Support Agreement Details:

<u>Coverage</u>	<u>Charges</u>
Remote Support for Multi-Function Device(s)	1-5 Devices -> \$15/Device/Month
Unlimited Helpdesk Support	6-25 Devices -> \$12/Device/Month
Hours of coverage 8:00 AM to 7:00 PM (M-F)	26-50 Devices -> \$10/Device/Month
	51+ Devices -> \$8/Device/Month

Example of Support Functions Covered Under this Contract:

<u>Print/Scan Troubleshooting</u>	<u>Network issues/Key-Op</u>
Installing & updating the device print drivers on the customers PC/Laptop & Macs	Troubleshooting & resolving copy & print issues related to the device
Installing PC fax device drivers & troubleshooting fax related issues	Troubleshooting & reconfiguring device network settings due to networking infrastructure changes such as Internet Service provider change or new router
Enabling & configuring any type of account or job codes & installing the management software	Key-Op training the end users on basic & advanced functionality of device features
Quick & secure remote desktop phone support for PC/Mac	YouTube channel for easy access to procedures & PDF documentation available to be emailed upon request
Configuring/resolving issues with scan to email/folder on PC's or Mac	

Accept MFD CSA for ALL machines under DEX ESP: No

If this Connectivity Support Agreement is **DECLINED**, it is understood that **ANY** support not related to the mechanical function of the device will be charged at DEX Imaging's Published rates.

Address: 4200 Indian Bayou Trail

City: Destin	State: Florida	Zip: 32541
Phone Number: (850) 837-4242	Email: apeters@cityofdestin.com	
Name:		Title:
Signature:		Date:

EQUIPMENT SERVICE AGREEMENT TERMS AND CONDITIONS

SCOPE OF COVERAGE

This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond DEX imaging, LLC's control (including acts of God or natural disasters) is not covered. In addition, DEX imaging, LLC may terminate this Agreement in the event that the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by DEX imaging, LLC, or if parts, accessories, or components not authorized by DEX imaging, LLC are fitted to the equipment.

DEX Industry Best

Guaranteed 4 Hour Response Time

BUSINESS HOURS FOR SERVICE

Maintenance services shall be provided hereunder only during DEX imaging, LLC normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX imaging, LLC holidays and subject to change by DEX imaging, LLC.

EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. In the event that the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. We are not responsible for your network. It is agreed that if our support technician can connect a laptop computer directly to the equipment and print a test page, then the network communication functions of the equipment are considered operational. Any other network support to include re-establishing your network settings and/or connections after you have had computer work done or changed ISP's will be charged at prevailing IT rates.

TERM

This Agreement shall become effective upon receipt and acceptance by DEX imaging, LLC and shall continue for 36 months, following date of first invoice.

AUTOMATIC RENEWAL This Agreement shall not be renewed without the prior consent of the City Council by majority vote at a public meeting, followed by prior written approval of the City Manager.

TERMINATION This Agreement may be terminated by either party, without penalty, with ninety days written notice to the other party. All pro rata payments due must be paid within thirty days of such termination.

CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DEX IMAGING, LLC with accurate and timely meter readings at the end of each applicable billing period through the use of a DEX IMAGING, LLC provided DCA(Data Collection Agent) during the Initial Term and all subsequent Renewal Terms. If a DEX IMAGING, LLC Patrol Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$125.00. If DEX IMAGING, LLC Patrol WiFi units are deployed, they must be returned upon termination of this Agreement or Customer will be billed \$50 per unit. If Customer does not allow the use of a DEX provided DCA, or if DEX provided DCA cannot detect a meter, then Customer is responsible for the manual reporting of meters on a timely basis.. If Customer does not report meters as required, DEX MPS will dispatch a representative to secure them at a rate of \$120 per hour.

CHARGES

The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges. A copy/print is 8.5" x 11". DEX imaging, LLC reserves the right to add a fuel surcharge of \$10 per month per device if the average cost per gallon of regular gas exceeds \$4.00.

CUSTOMER CHANGES

Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. DEX imaging, LLC also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for DEX imaging, LLC to continue to service the Equipment. Customer must advise DEX imaging, LLC of any equipment movements not performed by DEX imaging, LLC via the portal at www.deximaging.com. This can be completed by selecting machine movement found within the service dropdown located on the site.

ADDITIONAL EQUIPMENT

Any equipment added by Customer, subsequent to the commencement of this Agreement, will be added at the discretion of DEX imaging, LLC.

EQUIPMENT REPLACEMENT

DEX imaging, LLC, at its sole discretion, reserves the right to replace any equipment covered by this Agreement with a comparable or appropriate model. Additional equipment supplied by DEX imaging, LLC will be governed by the contract type as delineated below.

CONTRACT TYPES

COPIER – Service and Supplies

PREMIER – Service and Supplies for existing Customer devices. Replacement units supplied at the Customer expense.

PLATINUM – Service and Supplies for existing Customer devices as well as newly refurbished DEX imaging, LLC provided devices. Additional devices and replacement devices not deemed to be at end of life require a minimum number of prints in addition to the originally contracted base. DEX imaging, LLC supplied equipment will be added per the following schedule:

B/W Speed Prints	Minimum Prints	Color Speed	Minimum
11 to 22 PPM Month	1,000 / Month	10 – 30 PPM	250 /
23 to 50 PPM Month	2,000 / Month	Over 30 PPM	500 /
Over 50 PPM	5,000 / Month		

PLATINUM+ – Service and Supplies utilizing OEM toner and parts for existing Customer devices as well as new DEX imaging, LLC provided devices.

PLATINUM/PLATINUM+ Contracts Only: All equipment delivered by DEX imaging, LLC remains the property of DEX imaging, LLC. Any printer removed from service by DEX imaging, LLC, deemed to have reached the end of its useful life, will be replaced with a model of equal or greater value.

Upon termination of this Agreement, printers owned by DEX imaging, LLC must be purchased by Customer within thirty (30) days at a mutually agreed upon price or Customer must deliver the equipment to DEX imaging, LLC in good condition and repair to a location designated by DEX imaging, LLC within sixty (60) days. Any printers owned by DEX imaging, LLC which are not returned will be billed to the customer at replacement value.

POWER REQUIREMENTS

Equipment under this Agreement must have a DEX imaging, LLC approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX imaging, LLC or an authorized agent of DEX imaging, LLC may not be covered under this Agreement.

WAIVER OF JURY TRIAL

CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.

BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due, or removes or disables Patrol Monitoring Appliances: (1) DEX imaging, LLC may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates and (2) the Customer agrees to pay DEX imaging, LLC the actual cost and expense of collecting.

NO WARRANTY

Other than the obligations set forth herein, DEX imaging, LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX imaging, LLC SHALL NOT BE RESPONSIBLE FOR, INDIRECT, OR CONSEQUENTIAL DAMAGES.

CONSUMABLES

Toner cartridges will be shipped via electronic alerts generated by a DEX IMAGING, LLC. approved Managed Print System. Manual orders can be placed for any units that do not report via the DEX IMAGING, LLC. approved Managed Print System. A freight charge, in accordance with market conditions, will be added to the per impression rates shown on the front of this agreement. In a cost per impression contract, all unused consumable items remain the property of DEX. At contract termination, all unused consumable items, toner cartridges, developer, drums, etc. must be promptly returned to DEX IMAGING, LLC.

MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed, and performed in the State. These terms and conditions, along with the attached Master Agreement, constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX imaging, LLC and the City of Destin. To the extent of any conflict between these Terms and Conditions and the attached Master Agreement fully executed and signed by both parties, the fully executed Master Agreement shall prevail.

Special Instructions

DEX Imaging, LLC Sales Associate

Name: Todd Deveney

Date: 10/10/2024

Approvals

I have read and agree to all terms and conditions contained in this 15 page document.

DEX Imaging, LLC.

City of Destin

DEX Imaging, LLC. Authorized Representative

Customer's Authorized Representative

Name:

Name:

Date:

Title:

Date:

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2024
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.G.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Larry Jones , Interim City Manager

FROM: Lisa Firth, Parks & Rec Director
Jeffrey Cozadd, Projects, Grants and Contracts Manager

DATE: October 15, 2024

SUBJECT: RFB 24-08-REC Independence Day Fireworks

I. BACKGROUND: The City of Destin prides itself on providing its residents and visitors with the best Independence Day pyrotechnic celebration. The 5 year continuing service contract has expired.

II. DISCUSSION: The purpose of this request for Bids is to secure sealed Bids for the Independence Day Fireworks Display held annually on July 4th with a minium duration of 22 minutes. The winning submitter will enter into a one-year contract beginning with the July 4th, 2025 fireworks show. The contract will be eligible for up to five annual renewals.

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

B. Effect on Budget (EOB): The effect on budget will be determined upon receipt of the bids and execution of a council-approved contract.

C. Level of Service (LOS): Level of service will be maintained at current levels.

D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move that the Council approve RFB 24-08-REC Independence Day Fireworks Display and authorize the City Manager to advertise the RFB.

Attachments:

1. RFB REC FIREWORKS 2025-2029
Draft

**CITY OF DESTIN, FLORIDA
RFB NO. 24-08-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT**

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS NO. 24-08-REC

INDEPENDENCE DAY FIREWORKS DISPLAY



October 24, 2024

Larry Jones
Interim City Manager
Phone (850) 837-4242
FAX (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

**CITY OF DESTIN, FLORIDA
RFB NO. 24-08-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT**

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed bids for its annual Independence Day Fireworks display held annually on July 4th. This will be a full-service contract. The show shall last a minimum of 22 minutes and include an accompanying soundtrack to be broadcast by the City's partner radio station. The successful bidder shall comply with all terms set forth in the contract and the City's agreement with Eglin Air Force Base for the use of USAF property as the launch site. Successful Bidder shall provide the City with proof of current Liability Insurance and Worker's Compensation Coverage. **To bid on a project you must be placed on the Plan Holders List. To do so, obtain the Bid documents (containing the full specifications and requirements) by emailing the City Clerk's Office at cityclerk@cityofdestin.com. Please include "Request for Bid Documents – RFB No. 24-08-REC in the subject line of the email.** Vendors may also obtain the RFB by contacting the City of Destin, City Clerk's Office at (850) 837-4242, between the hours of 8 a.m. and 5 p.m., Monday through Friday. BIDS must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin Florida 32541, in a sealed envelope clearly marked **"RFB 24-08-REC, Destin's Independence Day Firework Display" no later than 2:00pm (CST) NOVEMBER 14, 2024**, at which time they will be opened and read aloud. The City reserves the right to reject any and all Bids, to waive minor defects in the process, to take any other actions and to accept the bid deemed by the City to be in the City's best interest.

Larry Jones
Interim City Manager

CITY OF DESTIN, FLORIDA
RFB NO. 24-08-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

REQUEST FOR BIDS NO. 24-08-REC:

- I. PURPOSE:** The City prides itself on providing its residents and visitors with the best Independence Day pyrotechnics celebration on the Emerald Coast. The purpose of this Request for BIDS, (RFB #24-08-REC), is to secure sealed BIDS for the Independence Day Fireworks Display held annually on July 4th with a minimum duration of 22 minutes. The winning submitter will enter into a one-year contract beginning with the July 4th, 2025, fireworks show. The contract will be eligible for up to five (5) annual renewals as submitted when mutually agreed upon by both parties.
- II. SCOPE OF WORK:** The Scope of Work requires the contractor to provide all: fireworks, labor, shipping, setup, cleanup of launching and staging areas, pre and post event security, permitting, insurance, equipment and any other associated items required to provide a professional, safe fireworks show. The Independence Day fireworks show date is July 4th with a rain date of July 5th. The fireworks show will be launched from a site determined by the City. Currently the City has an Agreement in place with the United States Air Force to utilize a section of their land located adjacent to the western jetty of East Pass as the launching site for the Independence Day Fireworks Show. The contractor is responsible for all materials, staffing, licensing, permitting, transportation, storage, site security, fire contingency and application of the work on a continuing contract basis. Along with the proposal package, the vendor shall provide the City of Destin with a list of the brands, size, quantity, cost of each shell, and the country where the shells originated. The successful bidder will be required to have a representative present at the annual Fireworks Safety Coordination meeting held each year approximately 7-10 days in advance of July 4th.

DETAILED PERFORMANCE SPECIFICATIONS

A. This is a one-year continuing services contract beginning in 2025 renewable for five subsequent one-year contracts as submitted in bids for RFB 24-08-REC in the winning proposal if performance meets the City's expectations and both parties agree to the extension. Contractor must have adequate licensed personnel and equipment to complete the project within the time allocation. Bids are to include all costs associated with providing the specified full-service fireworks displays to include but not limited to materials, labor, transportation, shipping, setup, site cleanup, site security, insurance, licensing, permits, equipment and any other associated cost to provide a safe, professional display.

Standard Specifications/Requirements:

- 1) Minimum Fireworks Show Duration: The July 4th display must be a minimum of 22 minutes.
- 2) Show must be synchronized to music that will be played through our local radio station. Vendor must provide City with the proposed musical accompaniment at least 8 weeks in advance for content approval and contact radio station determined by City and supply them with all necessary materials to produce a synchronized fireworks display.
- 3) Must provide transportation to and from the launch site located ½ mile on beach near the West Jetties of East Pass on the USAF Beach Club property. Transportation must be completed in compliance with all terms established in the City's Agreement with the USAF for use of their property for this event.

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RFB NO. 24-08-REC
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- 4) Set-up, execution and Clean-up must meet all specifications established in the USAF/City Agreement for use of their property for this event. This includes but is not limited to staying out of protected areas, mitigating for protected species nesting in the area and hand cleaning sand dunes and jetties where debris from the show has landed. Removal of all firework debris 2" or greater after the event. Disposing of trash generated by the event off site. Beach sweeping of the launch area will be coordinated by the City if requested to do so by the U.S.A.F.
- 5) A list of proposed devices to be discharged and their value. Any "low Level" devices (Cakes, Candles, Strobe Pots, Etc.) must be listed separately and described. Items attached to shells, such as comets, are not to be included in total shell counts. All aerial shells are to be listed separately and size quoted in diameter only.
- 6) At least 10% of shells must be of American origin.
- 7) Contractor is responsible for securing all permits, permissions, and approvals required based on the designated launch site and coordinating with all local, state and federal agencies/organizations as required.
- 8) The City realizes that there is a wide range in the cost and quality of display fireworks. Total quantity of shells will not be a major factor in the award of proposal. The City believes that fireworks displays, by their nature, are a professional service and therefore the selection will be made based on subjective terms rather than quantitative. Heavy emphasis will be placed on the reputation of the company, the references supplied and past experiences with the company.
- 9) Duration Shortfall Penalty: A penalty of \$1,000 per minute will be assessed at the City's discretion.

B. Contractor must have adequate licensed personnel and equipment to complete the project within the time allocation and a minimum general liability & vehicle insurance policy of five million dollars.

C. Within the parameters of the scope of work, the contractor shall bear responsibility for curing any and all damages to the launch site area and its grounds resulting from the execution of fireworks display.

D. Payment of services will be paid accordance with the City of Destin's purchasing policy.

III. BID REQUIREMENTS: Mandatory documentation for responsive bids.

- a. Completed Bid Form including the number of years the firm has done business
- b. Completed IRS form W-9 [available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>]
- c. References: Provide the contact information for at least of your customers whom you have provided fireworks shows for within the last year, with value equal to or greater than your price quote.
- d. Current work commitments and staff available
- e. Evidence of all required federal, state and local license, certifications and permits to perform the service.
- f. Proof of required D.O.T. 5-million-dollar Vehicle Insurance
- g. Proof of eligibility to obtain adequate Liability and Workman's Compensation insurance coverage.
- h. List of the brands, size, cost and country of origin for each shell.
- i. One original hard copy, Six (6) hard copies and one electronic copy of your bid submission.
- j. Completed Drug Free Workplace and Public Entity Crime forms.
- k. Anti Human Trafficking Affidavit
- l. Contractor must initial each page of RFB 24-08-REC acknowledging all terms as outlined.
- m. Security Plan (site specific).

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INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

- n. Fire Contingency Plan (site specific).

IV. SUBMITTAL REQUIREMENTS: Each Bid shall include, in the following order, the **mandatory** information outlined below to be considered responsive. Bids not meeting these requirements may be considered with minor discrepancies.

- A. Bid Form. Your completed Bid Form (form contained within this RFB) shall precede all other required documents.
- B. Equipment & Personnel. List of equipment and personnel to support the Bidder's ability to adequately complete the work to the satisfaction of the City.
- C. References. A list of not less than three (3) references similar both in scope and type of work which your company has successfully completed within the past five (5) years. References shall include contact names, addresses, phone numbers, email addresses and dates of service for each project. The contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person must be informed they are being used as a reference and that the City may be contacting them. Do not list persons who are unable to answer specific questions regarding the requirements. Only those Bidders showing acceptable experience in work of this nature will be considered eligible.
- D. Licensing. Each Bid shall contain evidence of proper licensing to perform required services in the State of Florida, Okaloosa County, and City of Destin.
- E. Public Entity Crime Form. Each Bid shall contain a completed Public Entity Crime Form, a copy of which is attached, pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any Bid from or award any contract to or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.
- F. Disclosure. Each Bid is subject to the provisions of Florida Statutes, Chapter 112, providing that all Bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all Bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.
- G. Joint Ventures. Firms submitting Bids as a joint venture shall submit to the City, as part of Bids, a copy of any joint venture agreement.
- H. Drug - Free Workplace Program. Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more Bids, which are equal in respect to quality and service, are received and rated by the City. Bidders intending to demonstrate a Drug-Free Workplace Program shall provide a Drug-Free Workplace Certification form with the RFB submittal a copy of which is attached.
- I. Sealed Submittal Packages. All Bids to be considered must be in the possession of the Destin City Clerk no later than 2:00 p.m. CST, on Thursday, **November 14, 2024**. Bids may be mailed or delivered to the Office of the City Clerk at the address below. An original plus six (6) copies

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of the Bid and one (1) electronic copy of the Bid shall be submitted in a sealed envelope clearly marked “**RFB 24-08-REC, Destin’s Independence Day Firework Display**” and note the time and date of the opening. Regardless of method of delivery, each responder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Bids offered or received after the time set for the Bid Opening will be rejected and returned unopened to the Bidder

MAILING AND HAND-DELIVERY ADDRESS:

City of Destin
ATTN: City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

- J. Bid Opening. Bids are presently scheduled to be opened publicly and read aloud at 2:00 p.m. CST, on Thursday, **November 14, 2024**, in the City of Destin, City Hall, 4200 Indian Bayou Trail, Destin, Florida. The City’s Bid Committee will review all Bids and forward their recommendation to the City Council for award.
- K. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 24-08-REC may be directed to the individuals below:

For Administrative Questions
Rey Bailey, City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242
ClerksDepartment@cityofdestin.com

- L. Responsive Bids. Only those Bids fulfilling all requirements outlined in this RFB will be considered.
- M. Bid Evaluations. The Bid Committee shall evaluate each responsive Bid based on the requirements established herein and recommend the best offer(s) to the City Council for award of contract(s). The Bid Committee will evaluate the Bids and quotations from Bids submitted and will ask questions of a clarifying nature, if necessary. The Bid Committee reserves the right to negotiate terms of services with the lowest responsive and responsible bidder(s) or recommend awarding the bid to a bidder who did not submit the lowest responsive bid when it serves the best interest of the City.

In determining the “most responsive, responsible Bidder,” the City shall consider:

- The most advantageous prices contained in the bid.
- The ability, capacity and skill of the Bidder to perform the contract or provide the service required.
- Whether the Bidder can perform the contract or provide quality service promptly or within the time specified, without delay or interference for the categories stated on the bid form.
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- The quality of performance of previous contract of services, including, but not limited to, City contracts.

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- The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service.
 - The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
 - The number and scope of conditions attached to the bid.
 - The overall cost to the City.
 - The best interests of the City.
- N. Final Offer. The Bid, as submitted, will be considered to be the last and final offer. The Bid shall remain binding ninety (90) calendar days after the closing date of the request.
- O. Reservation of Rights. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to re-advertise Bids, to accept the Bid or award multiple Bids or take any other actions deemed by the City to be in the City's best interest.
- P. Insurance. Provide proof of the Proposer's ability to maintain the required minimum insurance amount of \$5,000,000 for Auto liability (including bodily injury and property damage).

Provide Comprehensive General Liability: Coverage must be afforded on a form no more restrictive than the latest edition of the comprehensive General Liability Policy filed by the Insurance Services Office and must include:

1. Minimum limits of \$1,000,000 per occurrence and \$5,000,000 aggregate combined single limit for Bodily Injury Liability and Property Damage Liability
2. Premises and Completed Operations
3. Independent Collectors and Contractors
4. Contractual Coverage applicable to this specific contract including any hold harmless and indemnification agreement.
5. Additional Insured - The City and the U.S.A.F. shall be specifically included as additionally insured.

Provide Workers Compensation And Employer's Liability:

1. Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; \
2. Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
3. The Contractor, and its insurance carrier, waives all subrogation rights against the City of Destin, its officials, employees and volunteers for all losses or damages which occur during the contract period, whether the suit is brought during the contract period or not. The City requires all policies to be endorsed with WC 00 03 13 Waiver of our Right to Recover from others or equivalent.

Insurance Certificate Requirements

- a. The Contractor/Vendor shall provide a Certificate of Insurance to the City within thirty (30) days of the contract's execution. The City shall be shown as an Additional Insured with a Waiver of Subrogation where appropriate.
- b. The Contractor/Vendor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation, ten (10) days' notice if cancellation is for nonpayment of premium.
- c. The certificate shall indicate if coverage is provided under a claims-made or occurrence

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form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

- d. The Agreement, Contract, Event Dates, Bid number or other identifying reference must be listed on the certificate.

Q. Other Documentation. Any other documentation requested by the City within this RFB.

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

Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.

Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

S. No Contact Clause. All prospective Respondents are hereby instructed NOT to contact any member of the City of Destin, City Council, City Manager, or City of Destin staff member other than the authorized City contact person identified in this Solicitation, or 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.

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

**CITY OF DESTIN, FLORIDA
RFB NO. 24-08-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT**

BID FORM: RFB 24-08-REC

THIS BID SUBMITTED BY: (PLEASE TYPE or PRINT ALL INFORMATION)

Authorized Representative's Name and Initials	NAME		INITIALS
Authorized Representative's Title			
Company Name			
Primary Address			
City, State, Zip Code	CITY	STATE	ZIP CODE
Telephone & Fax Numbers	TELEPHONE	FAX	
Email Address			
Number of Years In Business		Web Site Address:	

Please Enter Your All-Inclusive Bid	LUMP SUM BID
PYROTECHNICS DISPLAY: INCLUDING ALL COSTS REQUIRED TO PRODUCE A SHOW OF THIS NATURE TO INCLUDE, BUT NOT BE LIMITED TO: TRANSPORTATION, SET-UP, SECURITY, FIRING AND REMOVAL OF ALL SUPPLIES, MATERIALS, DEBRIS AND TRASH FROM THE LAUNCH SITE AND SURROUNDING AREAS.	\$

In accordance with your Request for BIDS, instructions and specifications, attached hereto, and subject to all conditions thereof, I (we), the undersigned, hereby propose and agree if this bid is accepted, to contract with the City of Destin, Florida as a continuing services provider, to furnish any items or service requested herein RFB 24-08-REC and deliver same without additional cost to the City of Destin.

The undersigned further declares that he/she has carefully examined the specifications of RFB 24-08-REC and is thoroughly familiar with them and their provision(s). He/She further declares that no other person than the proposer herein named has any interest in this proposal or in the contract to be executed, and that it is made without any connection with any other person(s) making proposal for the same articles, and it is in all respects fair and without collusion and fraud.

BIDDER'S INITIAL HERE: _____ Page 9 of 13

CITY OF DESTIN, FLORIDA
RFB NO. 24-08-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

Authorized Signature & Certification

Date

Printed Name & Title

END OF BID FORM

SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

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

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

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

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

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

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

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

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

BIDDER'S INITIAL HERE: _____ Page 10 of 13

CITY OF DESTIN, FLORIDA
RFB NO. 24-08-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

Authorized Signature

Date

STATE OF FLORIDA, COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 20_____, and is personally known to me, or has provided _____ as identification.

Notary Public My Commission expires:

ATTACHMENT #2

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.

SIGNATURE: _____

DATE: _____

COMPANY: _____

STREET ADDRESS: _____

CITY, STATE: _____

BIDDER'S INITIAL HERE: _____ Page 11 of 13

CITY OF DESTIN, FLORIDA
RFB NO. 24-08-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

ATTACHMENT #3

ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I _____ (insert name) as _____ (insert title) on behalf of
_____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name:
Title:
Nongovernmental entity:
Date:

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or ____ remote notarization by
_____ as _____ on behalf of
_____, who is personally known to me or who produced

BIDDER'S INITIAL HERE: _____ Page 12 of 13

CITY OF DESTIN, FLORIDA
RFB NO. 24-08-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

_____ as identification this _____ day of _____, 202____.

Notary Public

(Notary Seal)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2024**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 3.H.

TO: City Council

THRU: Rey Bailey, City Clerk

FROM: Kimberly Montgomery, Deputy City Clerk

DATE: October 2, 2024

SUBJECT: Destin Main Street Betterment Alliance - Veteran's Day 5k

I. BACKGROUND: The Main Street Betterment Alliance of Destin, Inc. is requesting the use of the city streets to hold their Annual 5k run/walk on Saturday, November 9, 2024.

II. DISCUSSION: The Main Street Betterment Alliance of Destin, Inc. is requesting the use of the city streets to hold their Annual 5k run/walk on Saturday, November 9, 2024. They have provided all the required documentation and have notified the Okaloosa County Sheriff's Office, the Destin Fire Control District, and the Okaloosa County Emergency Medical Services of the upcoming request. A map indicates the path of the race, and the Okaloosa County Sheriff's Posse has pledged their support. A volunteer race cleaning crew will remove any debris. There will not be any light or noise associated with this event.

A. Link to Strategic Goals / Objectives: I. Enhance Quality of Life

I.E. Enhance the City's Recreational Services

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

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

D. Legislative Sponsor:

III. CONCLUSION: All related and required documentation has been provided, reviewed, and approved by the City Attorney's office. Staff recommends approval for this request.

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

Attachments:

1. MBA - Vet's Day 2024



CHECKLIST FOR USE OF PUBLIC FACILITIES OR PROPERTY:

Name of Organization: DESTIN MAIN STREET BOTTENNOT ALUMNI INC
Type of Event: 5K RUN/WALK
Date(s) of Event: NOV 9, 2024
Location of Event: MAIN STREET / ANCESSION, DESTIN

1.* Certificate of Insurance (Endorsement to the Policy & Acord is required.) provided: Yes: X This is required. Date on which provided: _____

2.* Hold Harmless (Signed Original) provided: Yes: X This is required. Date on which provided: _____

3.** Permission granted from FDOT for use of State roadway (applicable only if using and closing any portion of State Highway 98) Yes _____ No _____ Date written permission granted: N/A

4.** Local law enforcement services requested: Yes X This is required. Law enforcement officer contacted: Jason Fulghum

5.** Destin Fire Control District contacted: Yes X This is required. Person contacted: MATT TAYLOR

6.** Okaloosa County Emergency Medical Services contacted: Person contacted: PATRICK HAA Yes X This is required
MADON

7. Please provide map of race route(s).

8. Describe steps being taken to ensure removal of all directional arrows, signage, as well as trash left on City streets upon conclusion of the event:

AS SOON AS RUN IS COMPLETED THE VOLUNTEERS WILL PICK UP ALL SIGNS & ANY TRASH ALONG ROUTE

9. Please provide location & pertinent information regarding sufficient and approved event participant parking for the event: LEGION PARKING LOT, SAFE HARBOR PRESBYTERIAN CHURCH

Any unauthorized event participant parking is subject to being towed from private property at vehicle owner's expense

10. City Park Permit needed: Yes _____ No X If yes, please contact Lisa Firth at Destin Community Center @ 850-654-5184 to make arrangements to reserve the park.

11. Will the event be in a residential neighborhood and will there be excessive noise or light glare from the event? PLANET NEIGHBORHOOD - NO NOISE

Ronald B. Burtch
(Requester's or Acting Agent's Signature)

* Original Certificate of Insurance and signed Hold Harmless must be provided to the City of Destin to be presented to City Council prior to their approval of the event, as well as a map of the race route.

** Provide the City a written acknowledgement/concurrence from the agency.



HOLD HARMLESS AGREEMENT

DESTIN MAIN STREET BOTTLER ALLIANCE INC (MSBA) agrees to indemnify and hold harmless the City of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the City of Destin may suffer as a result of claims, demands, costs or judgments against it arising from the Vets Day 5K Run to be held on NOVEMBER 9, 2024.

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

DESTIN MAIN STREET BOTTLER ALLIANCE INC
(Corporate Name)

Ronald J. Sandstead
Signature of President

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

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 2nd day of October 2024 by Ronald J. Sandstead who is personally known by me ☒ or has produced identification _____ Type of Identification: _____

Kimberly I. Montgomery (Seal)
Signature of Notary Taking Acknowledgement

Kimberly I. Montgomery
Printed name of Notary Taking Acknowledgement



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/26/2024

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

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

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	CONTACT NAME: Will Maddux PHONE (A/C No. Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com FAX (A/C No.): INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds Syndicate 2623 INSURER B: Lloyds Syndicate 623 INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # AA-1128623 AA-1126623
INSURED Destin Main Street Betterment Alliance Inc. c/o Ron Sandstead 337 Calhoun Avenue Destin FL 32541		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	N	EH-771324-L3220781	11/09/2024 12:01 AM	11/10/2024 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	☒ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES \$ 100,000
	☒ Host Liquor Liability						MED EXP (Any one person) \$ 5,000
	☐ Retail Liquor Liability						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Deductible \$ 1,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ Y/N	N/A					PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder listed below is named as additional insured per attached CG 20 26 04 13. Attendance: 120, Event Type: 5 K Run. Policy includes a 36 month Extended Reporting Period. Damage to Premises Rented (Other than Fire) included in the Each Occurrence Limit shown above.

CERTIFICATE HOLDER**CANCELLATION**

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

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

However:

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

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

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

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

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

OC EMS

Public Safety Approval 2024 Vets Day 5K

Patrick Maddox<pmaddox@myokaloosa.com>



To: You

Cc: Kim Montgomery; +4 others

Tue 9/3/2024 11:22 AM

Good Morning,

Public Safety has no objection pending S/O route approval and satisfaction of any requirements from City of Destin. I suspect the S/O will have questions on whether or not roads/traffic will be compromised including duration of time if more or less than the 2 hour event, traffic monitors be present, and certainly the number of expected participants.

Stay safe,

Patrick Maddox, LE CDR(R)
Director of Public Safety
Okaloosa County Board of County Commissioners
90 College Blvd E.
Niceville, Fl. 32578
(850) 651-7150
pmaddox@myokaloosa.com

OCSO

Sheriff Department Approval

2024 Vets Day 5K

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



To: You
Cc: Kevin R. Kirkpatrick

Fri 9/27/2024 11:53 AM

You replied on Fri 9/27/2024 11:53 AM
Thank you! Thank you for your confirmation. Great, thank you so much!
Your event is approved.
Sent from my iPhone

On Sep 27, 2024, at 11:11 AM, RON SANDSTEAD <ronsandstead@hotmail.com> wrote:

WARNING: This E-Mail Originated Outside of the Sheriff's Office.

DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Sir--

I sent you my "Traffic Safety Plan" and our route map on Monday. I am hoping you have had a chance to review it and I will hear from you soon.

I am resending them both in case you have misplaced them in your emails.

Have a good weekend.

Sincerely,
Ron Sandstead
850-974-9616
<Traffic Control Plan for Vets Day 5K on Nov 9.docx>
<Vets Day 5K Route Map.jpg>

DFCD

Fire Control District Approval for 2024 Vets day 5K

Matt Taylor<MTaylor@destinfire.com>



To: You
Cc: +4 others

Wed 10/2/2024 1:42 PM

Ron,

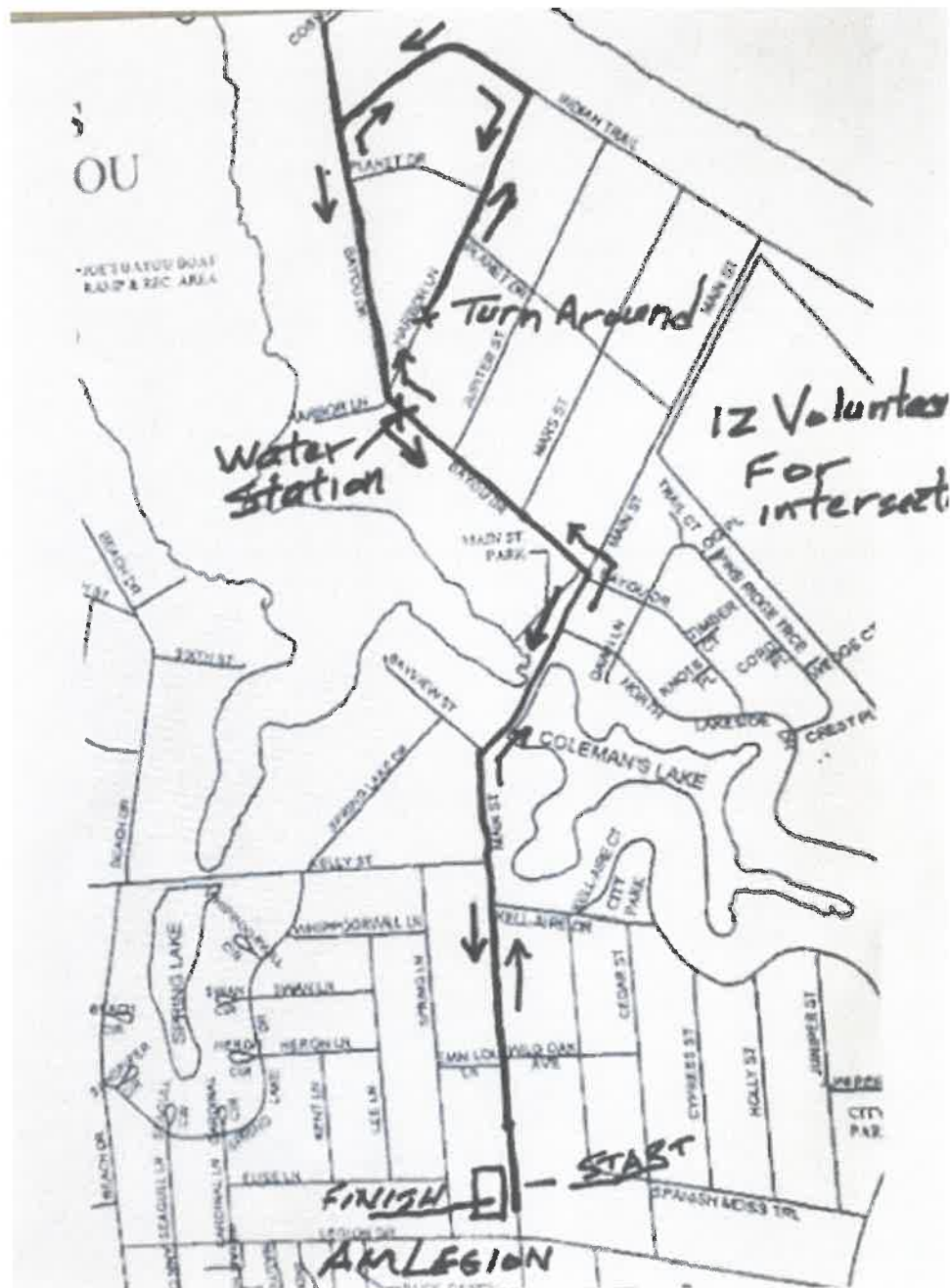
Thank you for notifying the Destin Fire Control District of the Annual Veterans Day 5K on November 9, 2024, from 8 to 10 am. The appropriate shift has been copied on this e-mail.

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

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

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

**Matt Taylor, Fire Marshal
Destin Fire Control District
Cell 850-685-3367
Office 850-837-8413**



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2024**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 3.I.

TO: City Council

THRU: Rey Bailey, City Clerk

FROM: Kimberly Montgomery, Deputy City Clerk

DATE: October 10, 2024

SUBJECT: McGuire's Irish Pub Halloween Run 5/10k

I. BACKGROUND: McGuire's Irish Pub of Destin is requesting the use of the city streets to hold their annual 5K/10K road race on October 26, 2024. They have provided all of the required documentation and have notified the Okaloosa County Sheriff's Office, the Destin Fire Control District, and the Okaloosa County Emergency Medical Services of the upcoming request. A map indicates the path of the race. The Okaloosa County Sheriff's Posse will control the traffic where necessary and the race sponsors will maintain the traffic elsewhere and remove any debris left after the request.

II. DISCUSSION:

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

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

C. Level of Service (LOS): There are not any staff requirements for this request.

D. Legislative Sponsor:

III. CONCLUSION: All related and required documentation has been submitted and approved for legal sufficiency by both the City Attorney and the Risk Manager. Staff recommends approval of this request.

IV. RECOMMENDED MOTION: I move to approve the McGuire's Irish Pub Halloween Fun 5k/10k Run request for use of City streets on October 26, 2024.

Attachments:

1. McGuire's Irish Pub Halloween Run

2024



**CHECKLIST FOR USE OF PUBLIC FACILITIES OR
PROPERTY:**

Name of Organization: McGuire's Halloween Run

Type of Event: 5 + 10 K Run

Date(s) of Event: 10.26.24

Location of Event: see Map

1.* Certificate of Insurance (**Endorsement to the Policy & Acord is required.**)
provided: Yes: ☒ **This is required.** Date on which provided: _____

2.* Hold Harmless (**Signed Original**) provided: Yes: ☒ **This is required.**
Date on which provided: 09.27.24

3.** Permission granted from FDOT for use of State roadway (applicable only if
using and closing any portion of State Highway 98) Yes ☒ No _____
Date written permission granted: N/A

4.** Local law enforcement services requested: ☒ **Yes** **This is
required.**
Law enforcement officer contacted: Joseph Fulghum

5.** Destin Fire Control District contacted: ☒ **Yes** **This is
required.**
Person contacted: Matt Taylor

6.** Okaloosa County Emergency Medical Services contacted:
Person contacted: Patrick Maddox ☒ **Yes** **This is
required**

7. Please provide map of race route(s).

8. Describe steps being taken to ensure removal of all directional arrows, signage,
as well as trash left on City streets upon conclusion of the event:

We will have a crew pick up all trash
immediately after the run

9. Please provide location & pertinent information regarding sufficient and
approved event participant parking for the event:

Parking at McGuire's

—
Any unauthorized event participant parking is subject to being towed from private property at vehicle owner's expense

10. City Park Permit needed: Yes___ No___ ☒ If yes, please contact Lisa Firth at Destin Community Center @ 850-654-5184 to make arrangements to reserve the park.

11. Will the event be in a residential neighborhood and will there be excessive noise or light glare from the event?

minimal impact.

Charlotte Ratikan
(Requester's or Acting Agent's Signature)

* **Original Certificate of Insurance and signed Hold Harmless must be provided to the City of Destin to be presented to City Council prior to their approval of the event, as well as a map of the race route.**

** **Provide the City a written acknowledgement/concurrence from the agency.**

HOLD HARMLESS AGREEMENT

_____ agrees to indemnify and hold harmless the City of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the City of Destin may suffer as a result of claims, demands, costs or judgments against it arising from the _____ to be held on _____

In addition, the _____ agrees to provide the City of Destin a Certificate of Insurance naming the City as an Additional Insured reflecting general liability coverage of not less than \$1,000,000.00.

(Corporate Name)

Signature of President

Print name and print President next to name

STATE OF _____

COUNTY OF _____



HOLD HARMLESS AGREEMENT

MCGUIRE'S IRISH PUB OF DESTIN INC agrees to indemnify and hold harmless the City of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the City of Destin may suffer as a result of claims, demands, costs or judgments against it arising

from MCGUIRE'S IRISH PUB OF DESTIN 27TH
Helloween 5k / 10k RUN / WALK

to be held on OCTOBER 26 2024

In addition, MCGUIRE'S IRISH PUB OF DESTIN INC agrees to provide the City of Destin a Certificate of Insurance naming the City as an Additional Insured reflecting general liability coverage of not less than \$1,000,000.00

MCGUIRE'S IRISH PUB OF DESTIN INC
(Corporate Name)

Signature of President

WILLIAM MCGUIRE MARTIN
Please Print Name and President next to name

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 20 day of AUGUST 20 24

by WILLIAM MARTIN as President of MCGUIRE'S IRISH PUB OF DESTIN INC

Shay Lisa Adams (Seal)
Signature of Person Taking Acknowledgement

SHAY LISA ADAMS
Printed name of Person Taking Acknowledgement



Personally known ☒ or has produced identification _____

Type of Identification produced _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/16/2024

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 Insurance Management Group 959 East 4th St Marion IN 46952	CONTACT NAME: Tabitha Messersmith PHONE (800) 272-8673 FAX (785) 864-0761 EMAIL: tmessersmith@insmgt.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Granite State Insurance Company INSURER B: National Union Fire Insurance Company of Pittsburgh, PA INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 23809 19445
INSURED Road Runners Club of America/2024 and its Member Clubs 100 W Jefferson St, Suite 202 Falls Church VA 22048	

COVERAGES CERTIFICATE NUMBER: 2024 \$1M A.I. Liability 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.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Legal Liability to Participant \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: For Event Basis		AIL0003450335100	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Abuse and Molestation \$ 500,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		AIL0003450335100	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE EL, EACH ACCIDENT \$ EL, DISEASE - EA EMPLOYEE \$ EL, DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)		AID0003450335800	12/31/2023	12/31/2024	Excess Medical \$10,000 AD & Specific Loss \$2,500

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

City of Destin IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED.
DATE OF EVENT(S): 10/28/24 McGuire's Halloween Run 5k/10k run walk INSURED RRCA CLUB/EVENT MEMBER: McGuire Irish Runners ATTN: Shay Adams, 600 E Gregory St, Pensacola FL 32502 Attached, KRGL56
Processed by RMV

Host Liquor Liability is included.

CERTIFICATE HOLDER 10/28/24 City of Destin 4200 Indian Bayou Trail Destin FL 32541	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Policy Change
Number 0029

GU 269
(11-85)

THE ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85

POLICY CHANGES

POLICY NO. KRO0000009332900	POLICY CHANGES EFFECTIVE 12/31/22	COMPANY NATIONAL CASUALTY COMPANY
NAMED INSURED ROAD RUNNERS CLUB OF AMERICA (RRCA)		AUTHORIZED REPRESENTATIVE K&K INSURANCE GROUP, INC.
COVERAGE PARTS AFFECTED COMMERCIAL LIQUOR LIABILITY		PAGE 01 OF 01
CHANGES THE FOLLOWING IS ADDED TO THE POLICY ADD LIQUOR LIABILITY COVERAGE FOR MCGUIRES IRISH RUNNERS ON 10/28/23 LIMITS \$1,000,000 EACH COMMON CAUSE LIMIT \$2,000,000 AGGREGATE ADDITIONAL PREMIUM: \$480		

LMB 08/23/23



Authorized Representative Signature

From: Charlotte Ratikan theratikans@gmail.com
Subject: Re: mcguires-RunDESKTOP_20160815_144848.pdf
Date: Sep 13, 2021 at 1:45:11PM
To: Matt Taylor mtaylor@destinfire.com

Thank you so much
Charlotte Ratikan

Sent from my iPhone

On Sep 13, 2021, at 8:01 AM, Matt Taylor <mtaylor@destinfire.com> wrote:

Charlotte,

Thank you for notifying the Destin Fire Control District of the McGuire's 5K – 10K run October 30, 2021 @ 9am. The appropriate shift has been copied on this e-mail.

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

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

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

Matt Taylor, Fire Marshal
Destin Fire Control District
[850-837-8413](tel:850-837-8413)

From: Charlotte Ratikan <theratikans@gmail.com>
Sent: Friday, September 10, 2021 3:35 PM
To: Matt Taylor <MTaylor@destinfire.com>
Subject: mcguires-RunDESKTOP_20160815_144848.pdf

From: Charlotte Ratikan charlotte@mcguiremgt.net
Subject: Fwd: McGuire's Irish Pub Halloween Run
Date: Sep 27, 2024 at 1:09:05 PM
To: Jack Martin jack@mcguiremgt.net

Sent from my iPhone

Begin forwarded message:

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

Date: September 25, 2024 at 6:14:18 PM CDT

To: Charlotte Ratikan <charlotte@mcguiremgt.net>

Subject: Re: McGuire's Irish Pub Halloween Run

Your welcome

Sent from my iPhone

On Sep 25, 2024, at 5:37 PM, Charlotte Ratikan <charlotte@mcguiremgt.net> wrote:

WARNING: This E-Mail Originated Outside of the Sheriff's Office.

DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Thank you very much

Charlotte Ratikan

Sent from my iPhone

On Sep 25, 2024, at 3:49 PM, Joseph J. Fulghum <jfulghum@sheriff-okaloosa.org> wrote:

The McGuire's Irish Pub Halloween Run has been approved as long as the event is held in accordance with the Traffic Control Plan submitted by the event planers to the OCSO.

From: Charlotte Ratikan theratikans@gmail.com
Subject: Fwd: McGuire's Halloween Run
Date: Sep 27, 2024 at 1:11:02 PM
To: Jack Martin jack@mcguiremgt.net

Sent from my iPhone

Begin forwarded message:

From: Patrick Maddox <pmaddox@myokaloosa.com>
Date: September 19, 2024 at 12:09:15 PM CDT
To: Charlotte Ratikan <theratikans@gmail.com>
Subject: Re: McGuire's Halloween Run

Thank you. As long as the S/O js guppy with their level of review, I have no further concerns.

Stay safe,

Patrick Maddox, LE CDR(R)
Director of Public Safety
Okaloosa County Board of County Commissioners
90 College Blvd E.
Niceville, FL 32578
(850) 651-7150
pmaddox@myokaloosa.com

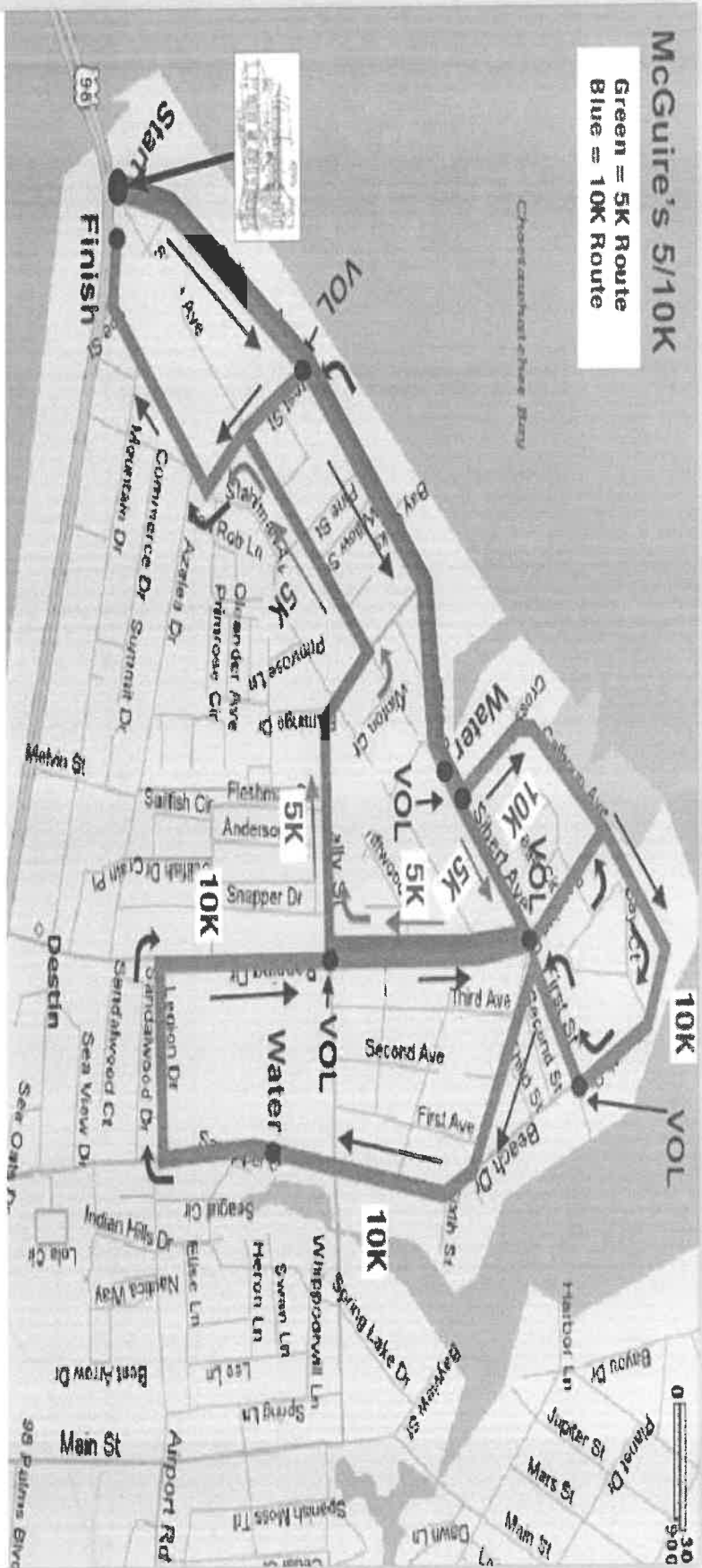
On Sep 19, 2024 12:07, Charlotte Ratikan <theratikans@gmail.com> wrote:

Hi,

Patrick Grantello spoke with Joseph Fulghum and I believe they agreed on a traffic plan.

We will have barricades at all the intersections on each side of the traffic that we will remove as soon as all the runners come through, there will also be a volunteer.

Green = 5K Route
Blue = 10K Route



600 East Gregory Street
Pensacola, FL 32502

Kim Montgomery

From: Kimberly Kopp <kkopp@romanokopplaw.com>
Sent: Wednesday, October 2, 2024 9:04 PM
To: Kim Montgomery
Cc: Jamie Haynes; Rey Bailey; Sharon Gardner
Subject: Re: Request for use of ROW

Looks good to me
Sent from my iPhone

On Oct 2, 2024, at 5:22 PM, Kim Montgomery <kmontgomery@cityofdestin.com> wrote:

Hi ladies,

Please see attached and reply with your approval so I can place it on the next Council Agenda Meeting.

Thanks,
-Kim

Kimberly L. Montgomery | Deputy City Clerk
City of Destin | 4200 Indian Bayou Trail
Destin, FL 32541 | (P) 850.837.4242
<image001.png>

Please visit our web site at www.cityofdestin.com/cssurvey to complete a customer service survey. We appreciate your honest opinion and will take it into consideration to help us improve our services. Thank you for your feedback.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. **Please be aware, the associated cost for public records is \$.15 per page for one-sided copies, \$.20 for two-sided copies, and \$21.00 per hour after the first 15-minutes; for time spent on research.**

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

<MBA - Vet's Day 2024.pdf>

Kim Montgomery

From: Jamie Haynes
Sent: Wednesday, October 9, 2024 12:01 PM
To: Kim Montgomery
Subject: RE: Request for use of ROW

Thank you for following up! I tried to find this email yesterday and I couldn't.

Looks good to me!

Thanks!

Jamie

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



From: Kim Montgomery <kmontgomery@cityofdestin.com>
Sent: Wednesday, October 9, 2024 11:41 AM
To: Jamie Haynes <jhaynes@cityofdestin.com>
Subject: FW: Request for use of ROW
Importance: High

Hi,

I don't think I have rec'd your response.
Thanks, -Kim

From: Kim Montgomery
Sent: Wednesday, October 2, 2024 4:23 PM
To: Kimberly Kopp <kkopp@romanokopplaw.com>; Jamie Haynes <jhaynes@cityofdestin.com>
Cc: Rey Bailey <rbailey@cityofdestin.com>; Sharon Gardner <sgardner@cityofdestin.com>
Subject: Request for use of ROW
Importance: High

Hi ladies,

Please see attached and reply with your approval so I can place it on the next Council Agenda Meeting.

Thanks,
-Kim

**REGULAR MEETING
DESTIN CITY COUNCIL
AUGUST 19, 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 Terésa Hebert

Councilmember John Stephens

Councilmember Kevin Schmidt

Councilmember Dewey Destin

Destin City Staff

Interim City Manager Larry Jones

IT Director Andy Peters

Library Circulation Desk Supervisor Kitty Kapps

Public Works Director Michael Burgess

Community Development Director Tina Deater

Projects/Grants/Contract Manager Jeffrey Cozadd

City Attorney Kimberly Kopp

City Clerk Rey Bailey

City Engineer Ryan Scott

Code Compliance Director Troy Williams

Finance Director Krystal Strickland

Public Information Director Tamara Young

Parks & Recreation Director Lisa Firth

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

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

AGENDA APPROVAL

Agenda item 4F – *STR Condominium Registration* – has been taken from the table and back for council consideration.

Motion by Councilmember Hebert, seconded by Councilmember Stephens, to approve the agenda, as amended, passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted “yes”; Councilmember Bagby was absent from the meeting).

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

2. PUBLIC COMMENTS

Mr. Ken Wampler, residing at 4320 Commons, expressed concern over the proposed fee for condominium owners, arguing it would be unfair as condo owners already manage noise,

trash, parking, and security issues through their associations. He emphasized that while the city needs to generate more revenue, targeting condo owners without providing additional services seems unjust. He suggested that any fee should apply broadly, including hotels, motels, vacation rentals, and timeshares. Additionally, he questioned whether imposing this fee was the best approach to address rising public safety costs and worried about the city building "big government" unnecessarily. He urged the council to consider more equitable solutions for funding public services.

Ms. Tiffany Edwards, a Walton County resident with properties in the city, also raised concerns about the proposed short-term rental and condo registration fee. She emphasized the importance of fairness and noted that hotels, although exempt by state law from short-term rental fees, still contribute to the tourism impact on public safety services. She recommended reconsidering the allocation of the fee, cautioning against spending large sums on compliance software. She shared insights from discussions with data companies, urging the council to verify the accuracy of rental listing data before proceeding with any decision.

Mr. Jim Wood, a Destin resident, briefly addressed the council to thank them for including items in the consent agenda that support the Destin Seafood Festival. He noted the festival would take place from September 27-29 and expressed appreciation for the continued use of local parks and parking lots for the event.

3. CONSENT AGENDA

- A. 40th Annual Christmas Parade
- B. Additional Staff Parking at Destin Public Library, authorization to issue Purchase Order
- C. 2024 Destin Seafood Festival Shuttle Stop Request/Parking Lots
- D. Approval of minutes of July 29, 2024, Special City Council Meeting

Motion by Councilmember Hebert, seconded by Councilmember Destin, to approve Consent Agenda items 3A through 3D passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

4. CITY MANAGER REPORTS

- A. Approval of Purchase - New Permitting and Licensing System (MGO)

The Interim City Manager introduced the item requesting approval for a new permitting and licensing system, "My Government Online," to replace the existing Tyler EnerGov component. He stated that the new system is expected to be more cost-effective and better serve both citizens and staff. The city staff recommended approval of the request, and a representative from My Government Online was available remotely to answer questions.

Councilmember Stephens raised a concern about potential office closures during the transition, referencing past software changes that led to Friday closures for training. The city's IT Director assured that no such closures were anticipated.

Councilmember Geile moved to approve the adoption of My Government Online (MGO) and authorize the City Manager to execute the agreement with SCPDC at a monthly fee as set forth in the draft agreement. Councilmember Hebert seconded the motion, which passes 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted “yes”; Councilmember Bagby was absent from the meeting).

B. Approval of Purchase - New Accounting System (Aclarian)

The Interim City Manager asked the council to approve a new accounting system as the city transitions away from the Tyler Munis software. The recommended replacement is a financial and budgeting software from Aclarian. Staff reviewed several alternatives and determined that Aclarian’s system would meet the city’s current and future financial management needs. The proposal is for a three-year contract with Aclarian.

Motion by Councilmember Stephens, seconded by Councilmember Hebert, to direct the City Manager to proceed to enter into a three-year contract with Aclarian for the provision of Financial and Budgeting Module services, passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted “yes”; Councilmember Bagby was absent from the meeting).

C. Consultant Support Services - Community Development and City Manager Office

The Interim City Manager introduces this item which involves a request for approval to issue a Request for Qualifications (RFQ). He noted that the purpose of the RFQ is to secure consulting services to support various city projects, including planning, rate analysis, grant pursuits, and the implementation of the Community Redevelopment Agency (CRA) Master Plan, the Mobility Plan, and other council-prioritized capital projects.

Additionally, the request seeks to include grant assistance to help the city’s Capital Improvement Plan by researching nationwide grant opportunities and providing grant writing services. The city’s current agreement for these services has expired or is expiring, necessitating this action. The proposal is for a master agreement (or agreements) with one or more firms. Specific projects will be brought back to the council for approval, ensuring there is no cost involved unless task orders are formally approved by the council. Staff recommended approval to move forward with issuing the RFQs.

Councilmember Hebert moved to direct staff to prepare an RFQ for planning, rate and grant consulting support services and bring that back to the council for review and approval at a future meeting; seconded by Councilmember Destin. Motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted “yes”; Councilmember Bagby was absent from the meeting).

D. City staff work schedule for Joe’s Bayou

The Interim City Manager presented this item which addressed the staffing and operation of Joe’s Bayou boat ramp. The city currently has three part-time positions budgeted for this role, but only one is filled, creating challenges in covering all required hours. The sole staff member works Friday through Monday, from 6:00 a.m. to 3:00 p.m. Parks and Recreation covers other

days and holidays, but concerns were raised about the lack of coverage in the late afternoons when unauthorized use of the ramp has been reported.

There were concerns about rogue operators who take advantage of the unattended ramp after 3 p.m. It was suggested that Parks staff monitor the ramp between 3 and 6 p.m., especially on weekends.

Councilmember Geile provided insights based on personal experience, noting that Parks staff on site are often ignored by those violating regulations. He expressed that without enforcement authority, Parks staff could not control the situation effectively. He suggested stronger authority or assistance from law enforcement.

Councilmember Destin supported the idea of installing live cameras at the ramp, proposing that video surveillance could help document infractions and assist law enforcement.

Councilmember Destin made a motion to direct the City Manager to investigate the cost of installing a video camera at Joe's Bayou to gather evidence of illegal activities that law enforcement personnel can use to pursue violators of the law; seconded by Councilmember Hebert. Motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

Councilmember Schmidt shared concerns about the staffing gap and supported exploring ways to staff the ramp after 3 p.m., suggesting possible pay increases or rethinking the role to make it more appealing for recruits. He also emphasized the need to start planning for better staffing for the next season.

Councilmember Stephens added that during peak summer periods, it may be beneficial to have code compliance officers present during morning hours to monitor frequent users of the ramp. He suggested this measure to identify patterns of misuse.

The council discussed alternative enforcement options, including hiring off-duty deputies to monitor the ramp during peak times. There was a proposal to investigate whether Sheriff's Posse members, who volunteer for event security, could assist, but a representative from the Sheriff's Department clarified that they lack arrest authority.

Councilmember Schmidt moved to direct the City Manager to collaborate with Human Resources, the Parks & Recreation, Code Compliance, and the Sheriff's departments to ensure that the Joe's Bayou attendant positions are fully staffed, providing complete coverage in preparation for the next season. Councilmember Stephens provided a second to the motion, which passes 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

E. Morgan Sports Center Playground

The Interim City Manager presented the Morgan Sports Center playground project. He noted that the council previously approved using the Omnia Game Time contract for playground equipment, with two requirements: confirming the final contract amount and presenting information on other local governments using the contract. He stated that the updated contract amount is \$696,042, which is \$222,000 less than the initial estimate. Nearby jurisdictions,

including Fort Walton Beach, Crestview, Niceville, and Walton County, have also utilized this contract.

Motion by Councilmember Hebert, seconded by Councilmember Destin, to contract with GameTime through a piggybacking off the OMNIA contract #104851-01-06 passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted “yes”; Councilmember Bagby was absent from the meeting).

F. Short Term Rental-(STR) registration and possible STR Condominium registration

The meeting continued with a discussion about the registration requirements for short-term rental properties in the city, focusing on condominiums. This item had been tabled in the last meeting but was reinstated with the current agenda. Discussions, led by Code Compliance Director Troy Williams, examined how to integrate condominiums into the city’s short-term rental registration program, including discussing potential fee structures.

Director Williams began by explaining the current system that applies to single and multifamily homes and presented options for extending these requirements to condominium rentals. He highlighted the strain that short-term rentals place on public resources such as code compliance, public safety, and beach lifeguard services. Notably, there are approximately 7,400 condominiums in the city, with an estimated 4,700 participating in short-term rentals. He suggested that applying a uniform fee based on square footage, such as \$0.30 per square foot, could be an equitable way to distribute the cost of these services.

Councilmember Hebert spoke to the broader impact of short-term rentals, emphasizing the financial strain on public resources due to the influx of visitors. She highlighted a steep increase in city expenses, particularly in contracts with the Okaloosa Sheriff’s Office and beach safety services. She stressed that the proposed fees aim to offset these rising costs and are not about penalizing businesses but rather addressing the needs arising from the significant seasonal population increase.

Councilmember Geile supported the square footage fee structure as a fair way to standardize fees across properties of varying sizes, noting that it aligns well with the revenue generated by larger units.

Councilmember Schmidt questioned whether the proposed fees would adequately cover the additional public safety costs, such as those for beach lifeguards and police services. Finance Director Krystal Strickland confirmed that the projected revenue from these fees would only partially cover these costs, contributing approximately 60%.

Councilmember Destin and Councilmember King both raised concerns about the fee complexity. Councilmember Destin suggested a simpler flat fee approach, arguing that this would be more straightforward and easier for property owners to comply with, while Councilmember King questioned the necessity of an increase in fees, asking for clarity on how the proposed rates were calculated.

Tabled motion from the August 12th Special City Council Meeting:

Councilmember Bagby moved to set a short-term rental registration condominium fee of \$300 annually and direct staff to bring back a draft ordinance; seconded by Councilmember Schmidt.

Councilmember Geile offered a substitute motion to require short-term condominium rentals, hotels and timeshares, to be included in the city's rental registration program and establish an additional level of registration fee of thirty cents per square footage of such rentals, which will be set forth in the city's fee resolution. Motion seconded by Councilmember Hebert.

Councilmember Destin proposed an amendment to the substitute motion requiring that these properties be subject to the same fee rates as those currently outlined in the city code for short-term rentals. Motion seconded by Councilmember Hebert and passed 4-2 (Council members Schmidt, Hebert, Destin, and Geile voted "yes"; Council members Stephens and King voted "no"; Councilmember Bagby was absent from the meeting)

Vote on the substitute motion, as amended, passed 4-3 (Council members Destin, Hebert, and Schmidt voted "yes"; Council members Stephens, Geile, and King voted "no"; Mayor Wagner cast a tie-breaking vote of "yes").

Councilmember Schmidt moved to direct staff to return with proposals for software that can be used to oversee the short-term rental programs; seconded by Councilmember Stephens. Motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

G. Code Compliance Work Schedule

The Interim City Manager addressed the work schedule for the Code Compliance Department, which is currently 50% staffed, limiting the availability of evening hours. There were concerns about staffing constraints and operational needs. Discussion focused on whether to maintain the current daytime-focused schedule or to shift some coverage to evenings, acknowledging that this would reduce daytime availability.

According to the Code Compliance Director Williams, the Code Compliance Department has eight total staff members, including the director and an administrative assistant, leaving limited personnel for field operations. Due to staffing shortages, three officers are tasked with morning and afternoon crossing guard duties, which further limits the department's ability to extend service hours. Director Williams reiterated that they had already reduced hours to adapt to staffing limitations.

Councilmember Hebert moved that Code Compliance Department keeps their revised schedule with a return to expended hours in 2025; seconded by Councilmember Geile.

Councilmember Stephens proposed a substitute motion requesting that staff return with a more comprehensive scheduling proposal to be implemented until the department is fully staffed; seconded by Councilmember Geile.

The Interim City Manager confirmed that currently, the department does not have anyone on duty after 5 p.m. but is exploring options such as supplemental pay to incentivize on-call coverage.

The council discussed various staffing options, including potential increased pay or temporary reallocation of resources, and requested a comprehensive plan that addresses coverage during short-staffed periods.

Director Williams confirmed that Code Compliance is in the process of hiring new officers, with two interviews conducted recently. He assured the council that any staffing adjustments would remain within the existing budget constraints.

Councilmember Destin emphasized that if code compliance is reduced at night, it is vital to ensure the public is not informed about specific times when officers won't be on duty.

Councilmember Kevin Schmidt stressed the importance of maintaining a nighttime presence for Code Compliance, citing the risk to public safety if evening coverage is entirely dropped.

Motion passed 4-2 (Council members King, Hebert, Geile, and Stephens voted “yes”; Council members Destin and Schmidt voted “no”; Councilmember Bagby was absent from the meeting).

The council revisited the role of Code Compliance officers as crossing guard. Councilmember Stephens proposed involving the local school in managing crossing guard duties, potentially engaging parents or school staff to help fill gaps.

Several members of the council provided support for the recommendation acknowledging the community impact of reduced crossing guard availability and considering alternative solutions.

Councilmember Stephens made a motion, seconded by Councilmember Hebert, to direct the City Manager to engage with Destin Elementary School to assist in providing crossing guard duties. The assistance could involve implementing a volunteer parent program until the city is fully staffed. Motion passed 5-1 (Council members Schmidt, King, Hebert, Geile, and Stephens voted “yes”; Councilmember Destin voted “no”; Councilmember Bagby was absent from the meeting).

H. Norriego Point Park Update

The Interim City Manager presented an update on the Norriego Point Park project, managed by the Florida Department of Environmental Protection. He noted that phase three of the recreational improvements is set to begin on September 5th, with RJ Gorman awarded the construction contract. The project is estimated to take nine months to complete. To ensure safety, the Gulf Shore Drive Extension will be closed and used as a secure staging area. The contractor

requested to keep the entire park closed for the project's duration, citing safety and liability concerns.

The Interim City Manager noted that after reviewing the construction and staging plans, staff agreed with this approach, recommending the full park closure to avoid safety risks.

Councilmember Hebert moved to direct the City Manager to work with staff and the City Attorney to close Norriego Point Park throughout the duration of the construction improvements; seconded by Councilmember Stephens.

Councilmember Destin expressed concern over closing the inlet channel areas that are frequently used and house lifeguard towers. He proposed to have staff collaborate with the contractor to explore options for keeping these areas open.

Councilmember Schmidt supported Councilmember Destin's recommendation, but proposing an update by April 1st to monitor project progress and assess if adjustments are necessary.

Councilmember Destin made a substitute motion to direct the City Manager to work with staff, the City Attorney, FDEP, and RJ Gorman Marine Construction, LLC to leave the Gulf/Inlet side of the park open throughout the duration of the construction improvements providing a status update to the council on a quarterly basis; seconded by Councilmember Stephens. Motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

I. Capital Project Status - Informational Only

Councilmember Schmidt moved to approve an internal transfer of \$119,000 from the Renewal and Replacement 572 fund, designated for Parks and Recreation, to the Morgan Sports Center batting cage facility. The motion was seconded by Councilmember Stephens

Councilmember Schmidt highlighted that there were remaining funds after budget allocations to other major projects, and this internal transfer would allow Parks & Recreation Department to complete a desired improvement at the Morgan Sports Center.

The Finance Director provided clarification on the Renewal and Replacement fund, explaining that it is a general fund dedicated to Parks and Recreation. The transfer is allowable within these funds and would utilize available resources. She further noted that essential projects for the following year, such as HVAC replacements, window replacements, community center upgrades, and LED light installations, are sufficiently funded.

The Parks and Recreation Director Lisa Firth supported the proposal, emphasizing the need for an upgraded batting cage at Morgan Sports Center. She detailed that the current facility is outdated, and that the new installation would be similar to one recently added at Threadgill Park, which was initially intended for Morgan Sports Center. She stressed that this would be a beneficial addition to serve the community's children and align with the city's improvement goals.

Councilmember Destin sought clarification on whether the project would complete the entire batting cage facility. Ms. Firth responded that this transfer would facilitate a substantial upgrade but might not cover the complete facility immediately. However, it would significantly enhance recreational facilities and serve the needs of the community effectively.

Motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted “yes”; Councilmember Bagby was absent from the meeting).

- J. Operations Financial Report - Informational Only
- K. TDC Monthly Report - Informational Only
- L. Draft minutes of Standing Boards and Committees - Informational Only
- M. Attendance Report - Volunteer Committees / Boards - Informational Only
- N. Announcements:

1. Primary Elections voting occurs on Tuesday, August 21st. Voting locations are City Hall, Community Center, and United Methodist Church.
2. City Council Workshop on LDC Rewrite scheduled for Monday, August 26th, at 5:30 PM.
3. City facilities will be closed on Monday, September 2nd, in observance of the Labor Day Holiday.
4. City’s Open House is scheduled for Wednesday, October 23rd. It will be held at the Destin Community Center, from 11:30 AM to 1:00 PM.
5. The Christmas Parade is scheduled for Saturday, December 14th.

5. PUBLIC HEARINGS

- A. Second reading of Ordinance 24-06-LC - Amending Article 7 - Zoning and Regulatory Controls - of the Land Development Code to modify conditions and criteria for approval For a Luxury Recreational Vehicle (RV) resorts (Formerly referred to as Luxury Motor Home Resorts).

The City Attorney read Ordinance 24-06-LC by title, and then presented it to the city council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING ARTICLE 7, ZONING AND REGULATORY CONTROLS, OF THE LAND DEVELOPMENT CODE TO MODIFY CONDITIONS AND CRITERIA FOR APPROVAL FOR LUXURY RECREATIONAL VEHICLE (RV) RESORTS (FORMERLY REFERRED TO AS LUXURY MOTOR HOME RESORTS); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Motion by Councilmember Hebert, seconded by Councilmember King, to adopt proposed Ordinance 24-06-LC passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted “yes”; Councilmember Bagby was absent from the meeting).

- B. Second reading of Ordinance 24-07-PC, amending the Comprehensive Plan, providing for the adoption of a small-scale amendment to the Comprehensive Plan Future Land Use Map to include a change in future land use designations of eight parcels of real property located north of Calhoun Avenue, as described and depicted in Exhibit "A", consisting of approximately 4.75 acres from Calhoun Mixed Use - Village (CMU-V) to Calhoun Mixed Use (CMU).

The City Attorney read Ordinance 24-07-PC by title, and then presented it to the city council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE ADOPTION OF A SMALL SCALE AMENDMENT TO THE COMPREHENSIVE PLAN FUTURE LAND USE MAP TO INCLUDE A CHANGE IN FUTURE LAND USE DESIGNATION OF EIGHT PARCELS OF REAL PROPERTY LOCATED NORTH OF CALHOUN AVENUE, AS DESCRIBED AND DEPICTED IN EXHIBIT "A", CONSISTING OF APPROXIMATELY 4.75 ACRES, FROM CALHOUN MIXED USE- VILLAGE (CMU-V) TO CALHOUN MIXED USE (CMU); PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (PARCEL ID NUMBERS: 00-2S-22-0630-0000-1230; 00-2S-22-0630-0000-1240; 00-2S-22-0310-000D-072J; 00-2S-22-0310-000D-072I, 00-2S-22-0310-000D-0040; 00-2S-22-0310-000D-0030; 00-2S-22-0310-000D-0020; 00-2S-22-0310-000D-002A).

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

Councilmember Schmidt inquired about the notification process for nearby property owners regarding the proposed zoning and land use amendment. The Community Development Director clarified that notification was indeed sent to all property owners within a 300-foot radius once the application was deemed sufficient. The notification process also included a public notice posted on the property, legal ads in local newspapers, and a photographic record of the signage, ensuring thorough community awareness.

Councilmember Schmidt further sought clarification on the project's details, specifically its purpose and requirements. The Director explained that the developers, who own an adjacent parcel were seeking this amendment to support a future development project requiring additional parking. The land use amendment and rezoning would enable the property to be incorporated into this development. Additionally, the Director mentioned that although the developers were not present to provide direct responses, they are planning a wedding venue and will return for further review as part of the major development order amendment process.

Motion by Councilmember Hebert, seconded by Councilmember Stephens, to adopt proposed Ordinance 24-07-PC passed 5-1 (Council members King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Schmidt voted "no"; Councilmember Bagby was absent from the meeting).

- C. Second reading of Ordinance 24-08-LC, amending the official Zoning Map as Referenced in the Land Development Code, Section 7.12.01(A)2, Zoning Maps, to include a change in the zoning designation of eight parcels of real property located north of Calhoun Avenue, as described and depicted in Exhibit "A" consisting of approximately 4.75 acres, from Calhoun Mixed Use - Village (CMU-V) to Calhoun Mixed Use (CMU).

The City Attorney read Ordinance 24-08-LC by title, and then presented it to the city council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2, ZONING MAPS, TO INCLUDE A CHANGE IN THE ZONING DESIGNATION OF EIGHT PARCELS OF REAL PROPERTY LOCATED NORTH OF CALHOUN AVENUE, AS DESCRIBED AND DEPICTED IN EXHIBIT "A", CONSISTING OF APPROXIMATELY 4.75 ACRES, FROM CALHOUN MIXED USE- VILLAGE (CMU-V) TO CALHOUN MIXED USE (CMU); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENTS; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (PARCEL ID NUMBERS: 00-2S-22-0630-0000-1230; 00-2S-22-0630-0000-1240; 00-2S-22-0310-000D-072J; 00-2S-22-0310-000D-072I, 00-2S-22-0310-000D-0040; 00-2S-22-0310-000D-0030; 00-2S-22-0310-000D-0020; 00-2S-22-0310-000D-002A).

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

Motion by Councilmember Hebert, seconded by Councilmember Stephens, to adopt proposed Ordinance 24-08-LC passed 5-1 (Council members King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Schmidt voted "no"; Councilmember Bagby was absent from the meeting).

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

A. Councilmember Stephens

B. Councilmember Geile

1) Projects Status/Updates

Councilmember Geile highlighted that detailed updates on the capital projects are available to the public through the city's website by navigating to the regular council meeting agenda packet. The latest report, dated August 13, 2024, includes the status of all projects currently underway in Destin.

Next, Councilmember Geile provided an update on the ongoing discussions about the interlocal agreement with Destin High School. He emphasized the complexity of the request, as it encompasses multiple sports and has broader implications for local recreational resources. He noted that the school's attorney had submitted a revised draft, and a meeting was scheduled for the following day to review proposed changes. The revisions focus on access to local

recreational fields for various sports, including baseball, softball, and soccer. He also pointed out the delicate nature of providing equal access to city resources among multiple schools in and near Destin. He highlighted that Destin High School is the only high school within the city limits, and other schools have expressed interest in similar agreements, which may lead to increased requests and complications.

The City Attorney added that Destin Water Users had also received a copy of the agreement for their feedback, as they are stakeholders due to their connection with park facilities.

Councilmember Schmidt raised concerns about the potential need for a firm timeline or ultimatum for the high school's compliance. He noted that presenting the unreviewed draft directly to the council might have caused significant confusion or concern.

C. Councilmember Destin

Councilmember Dewey Destin initiated a discussion about the chain-link fence under construction around Harbor One, expressing dissatisfaction with its appearance and receiving negative public feedback. He suggested options that maintain safety without compromising the area's visual appeal.

Councilmember Destin made a motion to suspend the construction of the chain-link fence on the One Harbor property and to direct staff to present alternative options, such as signage or fences similar to those at Morgan Sports Center, or other alternatives that are more aesthetically pleasing than a chain-link fence. Councilmember Stephens provided a second to the motion.

Councilmember Hebert raised questions about the financial implications. She specifically inquired about the feasibility of refunding the \$25,000 already committed to the project.

The City's Public Works Director responded, explaining that materials had already been purchased and significant labor expended. He noted that while construction could be halted, costs related to the partial completion would need to be settled with the contractor. He detailed that, thus far, fencing posts had been installed along the northern boundary by neighboring condominiums and the water's edge, with additional adjustments made to minimize visual impact.

Councilmember King expressed concern over the sudden shift in council sentiment, questioning the abandonment of initial safety motivations for the fence. He reiterated the importance of securing the seawall area to prevent trip and fall hazards.

Councilmember Destin replied, suggesting that less obtrusive fencing or signage could address safety without requiring an unsightly chain-link fence. He referenced other areas, such as the Jetties, which remain unfenced despite posing greater risks. He reiterated his preference for an alternative fencing solution that would not obstruct views or create an undesirable atmosphere.

Motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

D. Councilmember Bagby

E. Councilmember Hebert

Councilmember Hebert moved to schedule the city's annual Christmas Party on the second Saturday of December, coinciding with the city's Christmas Parade, beginning in 2025 and continuing in future years; seconded by Councilmember Schmidt. Motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

Next, Councilmember Hebert raised concerns regarding ongoing code violations by renters, especially those with absentee landlords. She highlighted a specific case of a property on Main Street, owned by an individual residing in Virginia, where repeated violations have occurred. She expressed frustration over the strain on city resources caused by these continuous issues. She suggested exploring whether stricter regulations, similar to those applied to short-term rentals, could be implemented for long-term rentals. Specifically, she proposed possibly revoking rental authorizations for properties with multiple violations.

Councilmember Hebert moved to direct the City Attorney to draft an ordinance for future discussion and action, aimed at penalizing long-term property owners whose tenants repeatedly violate city codes. Motion was seconded by Councilmember Schmidt

The City Attorney confirmed that implementing a system akin to the one for short-term rentals could be possible.

Councilmember Destin addressed the issue of landlords and renters ignoring code enforcement fines, noting that fines alone are often ineffective. He pointed out that the city has the option to pursue legal action in Circuit Court to compel compliance through a court order. He emphasized that such legal actions, while more severe, could be necessary for landlords who consistently disregard fines. He acknowledged that this approach would incur additional litigation costs but could potentially include sanctions like jail time for non-compliance.

Further discussion highlighted that in cases where fines accumulate on a property, the council may have to make decisions regarding lien reductions, particularly if the property changes hands or if the owner is deceased. The City Attorney clarified that the council has the authority to reduce liens in certain cases, and that previous instances of taking matters to court have been rare but are within the council's discretion if deemed appropriate.

The motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

F. Councilmember King

G. Councilmember Schmidt

Councilmember Schmidt requested that staff research whether the city has the authority to take any action regarding the reported jet ski racing in the bayou, including the possibility of reporting the activity to the appropriate authorities.

1) Morgan Sports Center / Dalton Threadgill Park Update/Plan

Councilmember Schmidt provided the following slide presentation:

Parks/Facilities

- Destin Community Center
- Destin Sports Complex
- Morgan Sports Center
- Buck Destin Park/Facility
- Dalton Threadgill Park
- ...and more....

Destin Community Center

- Originally built in 1991 (the current one)
 - Population of Destin approximately 8,104...now nearly 14,000
- Full roof replacement in 2014
- Gym floor replaced
- New bleachers added



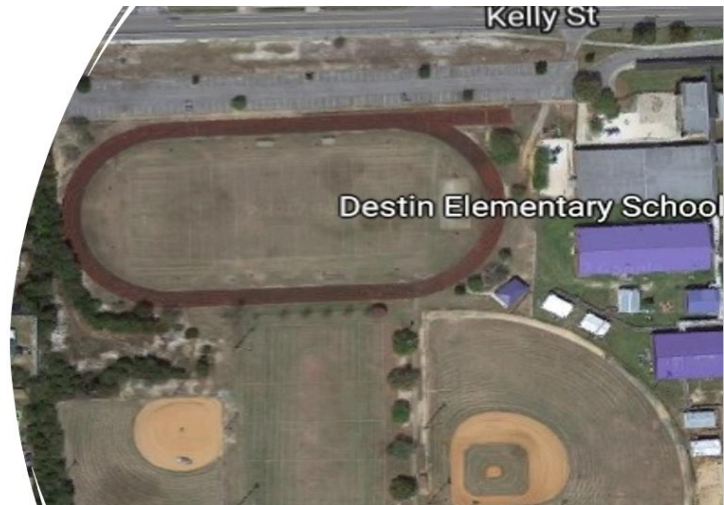
DCC continued...

- Current FY 25 Plan - Approximately \$750k project for roof repair, window repair, stucco repair, front entry awning, and more...
- FY 26 Plan – TBD based on SRS Findings



Destin Sports Complex

- Also known as Destin Elementary Fields
- Owned by Okaloosa School District
- Rubber track, 2x football/soccer field, baseball field, softball field



DSC continued...

- Lost 1 baseball field
- Softball field no longer has lights
- Current FY 25 Plan –
 - Regular maintenance
 - Review Inter-Local Agreement with OCSD



Morgan Sports Center

- Built in 2000
- 26.7 Acres owned by Destin Water Users Inc
 - 4 large baseball/softball fields (dirt/grass)
 - 3 soccer fields (grass)
 - Childrens playground
 - Sand Volleyball court
 - Concession stand
- 11.95 Acres owned by City of Destin
 - 2 small softball/baseball fields (dirt/grass)



MSC continued...

- Current FY 25 Plan
 - ALL field lights to be upgraded to LED...\$1.3M
 - New children's playground...\$750k



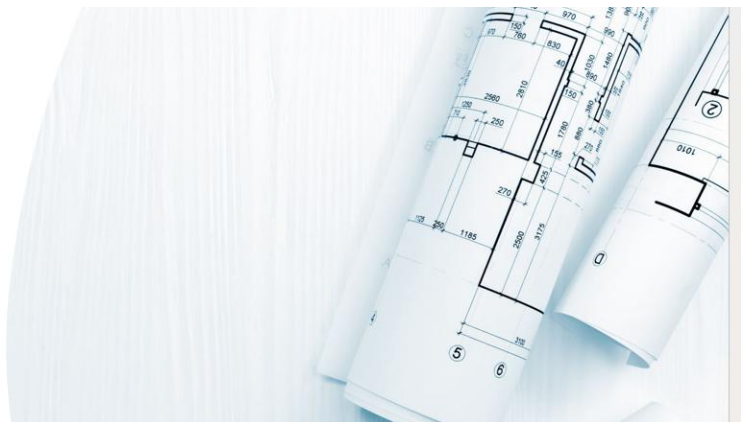
Buck Destin Park

- 2 Tennis courts
- 2 outdoor basketball courts
- Childrens playground
- Indoor meeting facility (small parties/gatherings)



BDP continued...

- Current FY 25 Plan
 - New bathroom to be installed to allow visitors to the park to use



Dalton Threadgill Park

- 3.18 Acres owned by City of Destin
 - 1 medium baseball field (dirt/grass)
 - 1 small baseball/softball field (dirt/grass)
 - 1 tee-ball field (dirt/grass)
 - Covered batting cage (4 stalls)
 - Concession stand, bathrooms
- Leased to Destin Little League, Inc. for 7 months out of the year



DTP continued...

Current FY 25 Plan – regular maintenance



Planning for the future...

- FY25 - Morgans
 - Lights/Playground/2 Turf Infields
- FY26 – Morgans
 - Bathroom/Field House/Storage
 - Sunshades over bleachers
 - Overhead safety netting
- FY25 – Community Center
 - Roof repair/windows/stucco
- FY25 – Threadgill Park
 - Property boundaries
 - Site stormwater management plan
- FY26 – Threadgill Park
 - Survey/Study to modify parking
 - 2 turf infields (\$100k donation from Destin Little League)

Councilmember Schmidt moved to direct the City Manager to collaborate with staff in determining whether any of the necessary actions highlighted during his presentation regarding park facilities, which have not been previously addressed, can be incorporated into the 2025 budget. Motion seconded by Councilmember Hebert.

Councilmembers Schmidt discussed the ongoing budget process and the potential for adjusting budget priorities before the final approval. He noted the importance of clarity as the

council is preparing for the state-mandated budget hearing and inquired about the flexibility in making further adjustments before the budget's first reading on September 5th.

Councilmember Destin emphasized that the budget remains a "living, breathing, changing document" until it is formally approved. He clarified that while specific priorities might not have been comprehensively outlined, the council has already made some modifications to the budget, particularly in areas like vehicle acquisitions and the community center. He expressed his openness to considering additional adjustments if needed, as long as they could be feasibly incorporated into the fiscal year 2025 budget.

Both council members acknowledged the importance of adhering to state mandates while also ensuring that potential changes or considerations are realistically evaluated by staff, and that staff could review and provide feedback on the feasibility of incorporating any suggested changes into the budget before the formal voting process.

The motion passed 6-0 (Council members Schmidt, King, Hebert, Destin, Geile, and Stephens voted "yes"; Councilmember Bagby was absent from the meeting).

H. Mayor Wagner

I. City Attorney

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 8:25 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

**REGULAR MEETING
DESTIN CITY COUNCIL
AUGUST 5, 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 Terésa Hebert

Councilmember Jim Bagby
Councilmember John Stephens
Councilmember Kevin Schmidt
Councilmember Dewey Destin

Destin City Staff

Acting City Manager Krystal Strickland
IT Director Andy Peters
HR Director Jamie Haynes
Community Development Director Tina Deater
Projects/Grants/Contract Manager Jeffrey Cozadd
City Attorney Kimberly Kopp

City Clerk Rey Bailey
City Engineer Ryan Scott
Code Compliance Director Troy Williams
Public Works Director Michael Burgess
Public Information Director Tamara Young

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

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

AGENDA APPROVAL

Councilmember Hebert has requested that the discussion regarding the fencing of the bridge parcel at One Harbor be added to the agenda under her name.

Motion by Councilmember Hebert, seconded by Councilmember King, to approve the agenda, as amended, passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted “yes”).

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

- A. The following sports teams were given a special recognition for their outstanding achievements and dedications:

- Destin Little League Intermediate 50/70 Boys Baseball team, who achieved the titles of District Champion, Sectional Champion, State Champion, and Southeast Region Runner-Up.
- Destin Little League 10U Softball team, recognized as District Champion and Sectional Champion.
- DFSW 12U Softball team, also honored as District Champion and Sectional Champion.
- Destin Little League Machine Pitch Softball team, celebrated as District Champion.

2. PUBLIC COMMENTS

Mr. Jesse London, owner of a billboard at Fudpucker's in Destin; associated with Tier One, a local advertising company based in Navarre, spoke first. He noted that Tier One owns a single billboard in Destin, in contrast to Lamar Advertising's 17 billboards. He emphasized Tier One's local ties, providing affordable advertising options to Destin businesses, with over half of their clients being Destin-based. Tier One also actively participates in local events and community support. He voiced strong opposition to Lamar's proposal for installing 12 new digital billboards in Destin, arguing that it would result in Tier One's exit from the market, creating a Lamar monopoly. He claimed the proposal would transform Destin's aesthetic from a quaint fishing village to a highly commercialized landscape akin to Times Square. He argued that Lamar's plan would significantly increase billboard advertising and disrupt the community's character. He emphasized that the digital boards are more intrusive due to their brightness and visibility. He warned that allowing an increase in digital billboards would commercialize the landscape unnecessarily, infringing on the community's traditional aesthetic.

Ms. Tina Spicer, resident of Legion Drive, raised ongoing concerns about speeding on Legion Drive. She stated that prior petition for speed bumps was submitted but reportedly mishandled, resulting in no action. She cited recent dangerous incidents involving children and pets to highlight the urgent need for speed control measures on their street. She requested that the committee revisit the possibility of installing speed bumps to enhance safety.

Mr. Brian Otto echoed the previous speaker's concerns about traffic and emphasized the need for traffic calming measures as children return to school.

3. CONSENT AGENDA

- A. Task Order- DAG Architects- Buck Destin Bathrooms
- B. Approval of minutes of June 3, 2024, Regular City Council Meeting

Motion by Councilmember Hebert, seconded by Councilmember Stephens, to approve Consent Agenda items 3A and 3B passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes").

4. CITY MANAGER REPORTS

- A. Presentation- Mike Carraway from Acentria to present findings from partially self-funded quotes and FL Blue renewal.

Mr. Mike Carraway presented information on the renewal of the group medical plan for city employees, following directions from the city council to gather quotes. The city explored options for both partially self-funded and fully insured plans, engaging with multiple carriers, including UnitedHealthcare, Aetna, and the Florida Municipal Insurance Trust (FMIT). All carriers declined to provide partially self-funded or level-funded proposals due to unfavorable market conditions, particularly with the FMIT, citing this year as unfavorable for considering such plans. With partially self-funded options unavailable, Acentria entered into negotiations with Florida Blue for the fully insured plan renewal. Initially, Florida Blue proposed a rate increase just below 20%. However, Acentria managed to negotiate down to an 8% increase for the traditional PPO plan and just under 10% for the high-deductible health plan. Mr. Carraway provided a historical overview of rate increases from 2021 to the present, noting that while 2021 saw a significant 33% increase under UnitedHealthcare, the average increase over the last few years has been maintained at around 8%. He highlighted that moving to a partially self-funded plan offers more control and transparency over long-term healthcare costs. However, to qualify, factors like claims history and demographics need to align favorably.

Mayor Wagner asked about incentives for employees to adopt healthier behaviors to potentially reduce claims and costs.

Mr. Carraway emphasized the importance of wellness programs, biometric screenings, and encouraging use of telemedicine as strategies to improve overall health and reduce future claims.

Councilmember Bagby asked whether other carriers offered competitive options and sought clarification on the league's options, which were only partially self-funded. He also inquired about how the city handles employee transitions to Medicare, with HR Director explaining that transitions are managed as life events without coverage gaps.

Councilmember Hebert inquired about communication with employees regarding wellness initiatives and if reminders are sent out.

The HR Director responded that the city has partnered with Better You Strides, a wellness platform, to engage employees. She noted they are still building awareness and participation in these programs. She confirmed that the city's wellness platform is relatively new, and they are working on increasing employee engagement and understanding of the benefits. She also clarified that Medicare transitions are treated as life events, similar to events like marriage or childbirth.

Motion by Councilmember Schmidt, seconded by Councilmember Bagby, to direct staff and Acentria to proceed with renewal for Florida Blue, Guardian, and Healthiest You passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes").

B. The Barrett School-Tri-Party Agreement

The City Engineer introduced the item, explaining that under an existing interlocal agreement between the City and the County, developments affecting both jurisdictions require shared review and approval. Barrett School, a STEM school for Pre-K through Grade 12, is prepared to open on August 19th, pending completion of required improvements related to traffic and parking. He highlighted that a traffic study is necessary, and the school must obtain the appropriate permits for any modifications suggested by the study.

Councilmember Destin asked about specific traffic issues mentioned in the agreement, particularly around pickup and drop-off times.

The City Engineer confirmed that the primary concern was the queuing of vehicles during peak times. The County requires designated spaces to prevent overflow onto Common's Drive, which could lead to significant congestion.

Councilmember Destin expressed reservations about the phrase “pursue solutions” in the agreement, noting it lacked a firm deadline and could lead to prolonged inaction.

The City Attorney clarified that while “pursue solutions” is less definitive, the overall deadline for completion of requirements, including traffic solutions, is November 30th. This deadline applies to items listed in Section 2 of the agreement, and failure to meet this date could result in non-approval by the City and County.

The attorney representing the Barrett School owners explained that the term “pursue” was intentionally used for flexibility until the traffic study is finalized and its recommendations reviewed. He reassured that the November 30th deadline applies strictly to all deliverables in Section 2, including overflow parking agreements.

Councilmember Stephens questioned the enforceability of requiring a law enforcement officer for traffic control and was reassured that the November 30th deadline ensures compliance with specific measures, including the presence of an officer.

Councilmember Bagby requested confirmation that the council would be updated if deadlines were not met, either through an extension or another mechanism, to ensure transparency and follow-up.

Councilmember Bagby moved to approve the Tri-Party Agreement as presented; seconded by Councilmember Hebert. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted “yes”).

C. Parks and Recreation FY 2024 Budget vs Actuals

The Council discussed the Parks and Recreation budget for FY 2024, with a focus on spending versus actual expenditures. The city’s Grants/Project/Contract Manager Jeff Cozadd, stepping in for the Parks Director, provided an overview of the current budget and its allocations. Mr. Cozadd noted that the 2024 budget for Parks and Recreation, including capital and renewal

projects, totals approximately \$3.9 million. As of July 23, around \$585,000 has been encumbered, with no budget amendments yet. Reasons for high unencumbered balance were for lack of sufficient funds to complete certain projects, delays due to non-responsible bids, and restrictions on some funds, whether by grants or statutes. Approximately \$2.4 million remains available for either reallocating to other projects or carrying over to FY 2025. Approximately \$2.4 million remains available for either reallocating to other projects or carrying over to FY 2025.

Councilmember Schmidt requested clarity on the application timing and planning for an upcoming grant. Mr. Cozadd explained that while the application is due in September, announcements are not expected until July, and projects must be part of the Capital Improvement Plan (CIP) to qualify.

Councilmember Bagby expressed concern over the lack of a clear plan. He noted:

- A pattern of rolled-over funds and unfinished projects.
- The need for a detailed spending plan that reflects accurate estimates rather than placeholder figures.
- Specific projects such as lighting, bathrooms, and community centers require detailed proposals.

He recommends moving this item to the August 12 special council meeting, where he expects a more comprehensive plan, including budget amendments if necessary.

Councilmember Schmidt echoed Councilmember Bagby's concerns, expressing his desire for a plan that addresses both immediate and future needs. He emphasized the importance of discussing priorities among council members before approving the reallocation of funds.

Councilmember Geile questioned whether the \$2.4 million could be allocated toward other city needs, specifically stormwater projects, given the city's broader infrastructure issues.

The Finance Director confirmed that these funds are unrestricted and could indeed be used for other priorities.

Councilmember Hebert moved to include this agenda item with details for discussion at the August 12, 2024, Budget Special Council meeting; seconded by Councilmember Destin. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes").

D. Code Compliance Department Presentation

Code Compliance Director Troy Williams provided an overview of the Code Compliance Department's current status and shared data on last year's accomplishments, this year's goals, and proactive service calls through mid-July. He explained that he had sent the council an agenda packet with detailed statistics on department activities, which included a breakdown of calls and proactive cases. He also indicated that he was open to Council's questions on the information provided.

Director Williams noted that the department is currently operating at half capacity with 8 staff members out of a possible 16, which includes both full-time and part-time officers. He emphasized that this shortage limits their ability to provide comprehensive coverage across the city.

Councilmember Stephens inquired about FACE certification for officers. Director Williams explained that five of the current officers are certified and that training opportunities are limited due to few class offerings nearby.

Councilmember Hebert expressed concern about the impact of low staffing on follow-up for code cases. Director Williams cited several factors, including competition for higher wages in other cities and an overall challenge in retaining officers due to the demanding nature of the work and occasional lack of support from the public and council. He clarified that the department handles a broad range of duties, from short-term rental registrations and livery vessel checks to general code enforcement across the city. He acknowledged that the department's responsibilities in Destin are unique and extensive compared to similar departments in other cities.

Councilmember Bagby questioned whether some duties, such as handling registrations for various vendors and rentals, should fall under the Code Compliance Department. He suggested that these tasks might be better handled by administrative staff, freeing up code officers to focus solely on enforcement.

Councilmember Schmidt analyzed data showing that 64% of code cases are proactive, indicating that officers are initiating cases rather than responding to complaints. He expressed concerns that proactive cases might be skewing department priorities away from city residents' concerns.

Several council members discussed the need to prioritize residential areas over tourist zones, particularly those with issues related to short-term rentals and beach activities. Director Williams noted that the department's current priority is life safety issues and that proactive enforcement is largely shaped by visible code violations during routine patrols.

Councilmember Geile suggested that more focus be placed on addressing resident concerns in non-tourist areas. He pointed out that the balance between managing Destin's tourist demands and ensuring quality of life for residents should be carefully considered.

Councilmember Destin emphasized the importance of maintaining a good relationship between code officers and the public. He also discussed the need for council to express clear support for the Code Department and ensure officers feel protected and valued in their roles.

Director Williams expressed a preference for restructuring officer shifts to focus on day-time hours due to the staffing shortage, which he believes will enhance support among team members and optimize coverage during peak times. He also indicated that his department is working closely with HR to expedite hiring processes and fill vacant positions. He reiterated a need for ongoing training and potentially adjusting priorities to align with council goals once staffing levels stabilize.

Councilmember Bagby suggested the creation of a separate registration department, allowing code officers to focus more on enforcement. Director Williams was open to discussions on optimizing workflow and agreed that further conversations were needed to assess and potentially revise the department's duties.

Councilmember Destin highlighted that all feedback for Williams should be routed through the city manager to ensure clear and consistent communication. The council underscored the need for defined priorities for code enforcement, improved public understanding of code regulations, and further evaluation of departmental duties to maximize efficiency and effectiveness.

Director Williams welcomed council members to participate in “ride-along” with code officers to better understand the scope and challenges of their duties, emphasizing the department’s commitment to transparency and responsiveness.

E. 2024 Debt Issuance RFQ Underwriters and Bank Loan

The city council discussed proposals to secure \$25 million for city projects, deliberating between obtaining funds through underwriters for a bond issuance or pursuing a bank loan. This meeting focused on finalizing terms for Requests for Proposals (RFPs) from underwriters and banks and involved an in-depth discussion on amortization schedules, balloon payments, interest rate resets, and the flexibility in structuring loan terms.

The city’s Finance Director Krystal Strickland reported that after Council's previous meeting, the RFQs were updated to inform banks of possible bond issuance via underwriters and an alternative option of a bank loan. It was established that the top three firms in both categories would be invited to present their proposals at the September 16, 2024, council meeting.

Mr. Jerry Ford, the financial consultant, explained the two primary options: A 15-year or 20-year amortization with a 10-year balloon payment. The loan would allow the city to renegotiate terms after 10 years, with the option to either renew with the same bank or explore other financing options.

Director Strickland noted that after council feedback, the initial five-year interest reset option was changed to a 10-year balloon payment, expected to attract more competitive offers.

Councilmember Schmidt moved to release the RFQ and the ITN as proposed on August 7, 2024; seconded by Councilmember Hebert.

Councilmember Schmidt emphasized the importance of balancing the amortization period with manageable debt service payments and noted that pushing for a 10–15-year amortization might limit bank participation, given the longer-term commitment required.

Councilmember Bagby advocated for flexibility in loan terms, suggesting that strict amortization requirements might dissuade banks from bidding. He emphasized structuring terms

to maximize bank participation and ensuring that proposals allow for comparisons between different financing structures.

Mr. Ford suggested that maintaining a 15 to 20-year amortization schedule with a 10-year balloon payment was optimal. He indicated this approach would balance attracting competitive bids with ensuring cash flow needs.

Councilmember Destin offered a substitute motion to request for 10- and 15-years amortization schedules with a balloon payment at 10 years on the 15 year amortization; and bring back the revised RFQ at the August 12 special city council meeting; seconded by Councilmember Hebert. Motion passed 5-2 (Council members King, Hebert, Bagby, Destin, and Stephens voted “yes”; Council members Geile and Schmidt voted “no”).

Director Strickland confirmed that the revised proposals, reflecting council’s direction, would be presented at the next meeting, scheduled for October 1, 2024, aligning with potential budget discussions.

Councilmember Bagby requests staff provide a detailed plan for the allocation of funds that were identified in the 2023 budget, that were rolled over into 2024 budget, and that remained unspent for the Parks and Recreation Department.

F. Mobility Plan - Fee Discussion

This item focuses on the city’s ongoing discussion regarding the Mobility Plan fee structure, with Allan Steinbeck of 3TP Ventures presenting options for determining the necessary impact fees for funding the Mobility Plan. This plan is crucial for long-term mobility improvements, with a total cost estimated at \$150 million. The discussion outlined several funding scenarios, weighing the impact of including or excluding certain projects in the initial phases, such as large parking structures, and how these decisions would affect the ultimate fee structure and revenue generation.

The plan was initiated in 2021, with \$150 million in needed projects identified, though funding the entire plan within a 20-year horizon may be challenging. Mr. Allan Steinbeck of 3TP Ventures presented that the current impact fee of \$813 is significantly lower than recommended rates, and existing revenues are insufficient to cover the anticipated costs.

Fee Structure Options:

- **Option 1:** Based on the most critical Phase One projects, excluding large parking structures. This would mean setting fees approximately 7.6 times the current level.
- **Option 2:** Exclude the two major parking structures, reducing the overall project cost but increasing fees to cover other Phase One and Phase Two needs.
- **Option 3:** Exclude the funded projects and focus the fee calculation on new projects, which would still require substantial fee increases.
- **Option 4:** Base the fees on current Capital Improvement Program spending levels, aiming for around \$2 million a year in generated revenue.

- **Option 5:** Simple increases of the current fee by a multiplier, such as doubling or quadrupling, but this would require a compliant fee study.

Councilmember Bagby supported Option 1, minus the parking garages, to prioritize road improvements over parking projects. He expressed concern about balancing development and affordability.

Councilmember Geile was in favor of Options 1 or 3, emphasizing the need to increase fees significantly while being cautious of economic impacts.

Councilmember Destin highlighted concerns about making housing unaffordable due to high fees, advocating a cautious approach toward raising fees.

Councilmember Schmidt moved to direct the City Manager to work with staff and 3TP Ventures to move forward with completing the draft mobility plan and associated fee schedule based upon Option 1, minus the parking garage value; seconded by Councilmember Hebert.

The Finance Director and City Engineer clarified that Option 1, with parking garages excluded, would still provide flexibility for future project funding while aligning with council priorities.

Motion passed 6-1 (Council members Schmidt, King, Hebert, Bagby, Geile, and Stephens voted “yes”; Councilmember Destin voted “no”).

The consultant team will continue with technical calculations for the final fee study and bring a completed draft of the Mobility Plan and associated fee schedule for council review.

G. Tyler Technologies - Notice to Terminate/Not Renew Contract - For Informational Only

The Acting City Manager announces that the city’s IT director has initiated the process to replace certain software systems, starting with the termination of Tyler Technologies' services. A certified letter has been sent to Tyler Technologies to inform them that the city will not renew their contract, which is set to expire in June 2025. This update was presented as an informational item to the council, as part of ongoing technology updates.

H. Interim City Manager Discussion

This item addressed the appointment of an interim city manager due to the current city manager's expected absence for an extended period. The city’s HR Director initiated the discussion by presenting three options to the council. She had explored external candidates through the FCCMA network but encountered challenges in availability and housing. However, Mr. Larry Jones, a local candidate who was available immediately and could fulfill the interim role without relocation issues. The council also had the option to continue with Finance Director Krystal Strickland, the current acting city manager.

The City Attorney explained the temporary nature of the interim city manager contract. She noted that the contract would end when the current city manager was ready to return. She proposed standard provisions such as compensation and decision-making requirements involving HR and the city attorney to ensure consistent governance.

The council members discussed the advantages of a local candidate, especially for a short-term role. Some expressed concerns about the limitations posed by short-term housing for external candidates and advocated for a local appointment.

Councilmember Hebert made a motion to negotiate an Interim City Manager contract with Mr. Larry Jones and present it for council approval at the August 19th city council meeting; seconded by Councilmember Schmidt.

Mr. Larry Jones, who was present, addressed the council, expressing his willingness to assist the city during the current city manager's absence. He clarified that he was not seeking a permanent role and underscored the importance of clear expectations for his interim position. Councilmembers expressed gratitude for Jones' willingness to step into the role, emphasizing the importance of leadership continuity.

The motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes").

I. Announcements

- 1) Thank you to the Okaloosa County Sheriff's Department, Fire Department, and 18 other city partners, for coming out to the Big Truck event last weekend. It was well attended, and the Parks and Recreation Department did an amazing job organizing it.
- 2) City of Destin 40th Anniversary Celebration scheduled for this Saturday, August 10th, at Harbor Walk Village, from 5:30 PM to 8:45 PM. The drone show is scheduled to start at 8:15 PM on Norriego Point.
- 3) SRS Workshop scheduled for Tuesday, 5:30 PM, in the Annex Council Chambers. Council members are invited to attend.

5. PUBLIC HEARINGS

- A. First reading of Ordinance 24-06-LC - Amending Article 7 - Zoning and Regulatory Controls - of the Land Development Code to modify conditions and criteria for approval for a Luxury Recreational Vehicle (RV) resorts (Formerly referred to as Luxury Motor Home Resorts).

The City Attorney read Ordinance 24-06-LC by title, and then presented it to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING ARTICLE 7, ZONING AND REGULATORY CONTROLS, OF THE LAND DEVELOPMENT CODE TO MODIFY CONDITIONS AND CRITERIA FOR APPROVAL FOR LUXURY RECREATIONAL VEHICLE (RV) RESORTS (FORMERLY REFERRED TO AS LUXURY MOTOR HOME RESORTS); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Councilmember Bagby moved to approve proposed Ordinance 24-06-LC on first reading with the following modifications:

Para F: *Change the last sentence to read **No pad may be occupied by the same recreational vehicle or occupant for longer than 120 consecutive days and no longer than 180 days total in any one year.***

Para H: *Change to read, **Minimum setback from perimeter of parcel to recreational pad: 35 feet next to residential uses; 25 feet nest to all other uses.***

Para J(3): *Change to read, **Buffering adjacent to residential uses: Natural area or maintained landscaping of dense plantings comprised of material with a median average height of twelve feet (12) feet at time of certificate of occupancy covering a depth of not less than 20 feet inward from the perimeter wall.***

Para 4: *To read, **Buffers adjacent to non- residential uses: Minimum of 10 feet wide landscaped buffers planted with materials in accordance with Section 7.09.03.F.1.f.2.c***

The motion was seconded by Councilmember Hebert and passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted “yes”).

- B. First reading of Ordinance 24-07-PC, amending the Comprehensive Plan, providing for the adoption of a small-scale amendment to the Comprehensive Plan Future Land Use Map to include a change in future land use designations of eight parcels of real property located north of Calhoun Avenue, as described and depicted in Exhibit "A", consisting of approximately 4.75 acres from Calhoun Mixed Use - Village (CMU-V) to Calhoun Mixed Use (CMU).

The City Attorney read Ordinance 24-07-PC by title, and then presented it to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE ADOPTION OF A SMALL SCALE AMENDMENT TO THE COMPREHENSIVE PLAN FUTURE LAND USE MAP TO INCLUDE A CHANGE IN FUTURE

LAND USE DESIGNATION OF EIGHT PARCELS OF REAL PROPERTY LOCATED NORTH OF CALHOUN AVENUE, AS DESCRIBED AND DEPICTED IN EXHIBIT "A", CONSISTING OF APPROXIMATELY 4.75 ACRES, FROM CALHOUN MIXED USE- VILLAGE (CMU-V) TO CALHOUN MIXED USE (CMU); PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (PARCEL ID NUMBERS: 00-2S-22-0630-0000-1230; 00-2S-22-0630-0000-1240; 00-2S-22-0310-000D-072J; 00-2S-22-0310-000D-072I, 00-2S-22-0310-000D-0040; 00-2S-22-0310-000D-0030; 00-2S-22-0310-000D-0020; 00-2S-22-0310-000D-002A).

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

The primary discussion focused on a rezoning request for a 4.75-acre property intended to support parking for a new marina and wedding venue development. The applicant, represented by Attorney Stephen Tatum, along with various city council members, deliberated over the implications of rezoning from Calhoun Mixed Use - Village (CMU-V) to Calhoun Mixed Use (CMU). Key points and concerns raised by the council members included the environmental impact of the rezoning, the future use of the land, and the potential for increased development density.

Attorney Tatum clarified that the entire 4.75-acre property would not be converted into a parking lot. Instead, the rezoning was necessary to unify the zoning across several parcels associated with the development. He emphasized that existing residential structures on some parcels would remain intact, and that the zoning change was needed to allow a parking lot that would serve multiple facilities, including the cottages, wedding venue, and marina. He assured council members that the project was still in the early planning stages, with no finalized development plan or detailed construction approvals yet.

The City Attorney responded to questions regarding the Land Development Code (LDC) rewrite and its relationship to the proposed rezoning. She clarified that the LDC rewrite, which is still under consideration, does not directly affect the current rezoning request. Furthermore, she noted that the rewrite had initially proposed eliminating CMU zoning, but this aspect was reconsidered at a prior council meeting. She confirmed that standalone parking lots are not allowed under CMU-V zoning, making CMU rezoning essential for the development.

Councilmember Bagby expressed concerns about the environmental impact of the rezoning, particularly regarding the potential for tree removal to accommodate a parking lot. He questioned whether similar situations in the past had resulted in unwanted environmental degradation. He emphasized the importance of preserving the natural environment and raised doubts about whether the rezoning could lead to adverse effects on the surrounding area's ecology. He indicated his disagreement with the staff's findings, which claimed no immediate negative environmental impacts from the zoning change itself, noting that the zoning change could indirectly enable future development that harms the environment.

Councilmember Bagby also questioned why only part of the development was being rezoned to CMU instead of applying the same zoning to all parcels, including those across the street from the current property. He suggested that the zoning change felt piecemeal and

emphasized the importance of considering comprehensive planning. Bagby voiced his disapproval of the rezoning, noting his concerns about the environmental impact, density, and potential future uses allowed under CMU zoning. He argued that the zoning change could facilitate undesirable developments like large parking lots that negatively impact the area's natural environment.

Motion by Councilmember Stephens, seconded by Councilmember King, to approve proposed Ordinance 24-08-LC on first reading passed 5-2 (Council members King, Hebert, Destin, Geile, and Stephens voted “yes”; Council members Schmidt and Bagby voted “no”).

- C. First reading of Ordinance 24-08-LC, amending the official Zoning Map as referenced in the Land Development Code, Section 7.12.01(A)2, Zoning Maps, to include a change in the zoning designation of eight parcels of real property located north of Calhoun Avenue, as described and depicted in Exhibit "A" consisting of approximately 4.75 acres, from Calhoun Mixed Use - Village (CMU-V) to Calhoun Mixed Use (CMU).

The City Attorney read Ordinance 24-08-LC by title, and then presented it to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2, ZONING MAPS, TO INCLUDE A CHANGE IN THE ZONING DESIGNATION OF EIGHT PARCELS OF REAL PROPERTY LOCATED NORTH OF CALHOUN AVENUE, AS DESCRIBED AND DEPICTED IN EXHIBIT “A”, CONSISTING OF APPROXIMATELY 4.75 ACRES, FROM CALHOUN MIXED USE- VILLAGE (CMU-V) TO CALHOUN MIXED USE (CMU); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENTS; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (PARCEL ID NUMBERS: 00-2S-22-0630-0000-1230; 00-2S-22-0630-0000-1240; 00-2S-22-0310-000D-072J; 00-2S-22-0310-000D-072I, 00-2S-22-0310-000D-0040; 00-2S-22-0310-000D-0030; 00-2S-22-0310-000D-0020; 00-2S-22-0310-000D-002A).

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

Motion by Councilmember Stephens, seconded by Councilmember King, to approve proposed Ordinance 24-08-LC on first reading passed 5-2 (Council members King, Hebert, Destin, Geile, and Stephens voted “yes”; Council members Schmidt and Bagby voted “no”).

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

A. Councilmember Stephens

Councilmember Stevens expressed gratitude to the Sheriff's Department for instituting foot patrols on the harbor docks, which he appreciates as a valuable addition to public safety.

B. Councilmember Geile

1) Projects status/updates

Councilmember Geile provided an update on a project involving Destin High School and Morgan Sports Complex. He explained that meetings had taken place with the contractor and representatives from Destin High School and the Parks and Recreation crew. An interlocal agreement was presented for review by the City Attorney, and further updates were expected.

C. Councilmember Destin

Councilmember Destin proposed renewing a sister city program with a coastal town in France, which had been inactive for years. He received positive feedback and promised to look into the details to discuss with the acting city manager.

D. Councilmember Bagby

E. Councilmember Hebert

1) One Harbor Fencing

There was a discussion regarding a chain link fence being installed near Harbor One. Councilmember Hebert voiced concerns about the impact of the fence on the area's aesthetic appeal and suggested using "tow-away" signs instead. During the discussion, a suggestion was made to place the fence closer to the hazardous area along the water's edge. There was also a proposal to replace the fence with a low brick wall or concrete poles that could still prevent illegal parking while maintaining the view.

Next, Councilmember Hebert requests the following topic be placed on the next council meeting agenda under her name: *Speed tables on Legion Drive, between Beach Drive and Benning Drive.*

Councilmember Bagby shared his reluctance towards speed bumps, except when justified by safety studies, particularly due to the upcoming changes with the cross-town connector. He encouraged exploring alternative traffic calming measures and expressed support for diverting traffic from Legion Drive and Mountain Drive as the new infrastructure is developed.

F. Councilmember King

G. Councilmember Schmidt

Councilmember Schmidt requests city staff work schedule for Joe s Bayou be provided to the council at the next council meeting.

H. Mayor Wagner

1) Voting Delegate - 2024 FLC Annual Conference

Motion by Councilmember Hebert, seconded by Councilmember Bagby, to appoint Mayor Wagner as the voting delegate to the 2024 FLC Annual Conference passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted “yes”).

I. City Attorney

8. PUBLIC COMMENTS

Ms. Becky Pritchard, a Destin resident, expressed her support for speed tables or other traffic-calming measures, particularly in areas with high foot traffic, such as near schools. She emphasized that speeding is not the only factor that makes roads dangerous and suggested examining additional east-west routes. She expressed concerns that people would continue to use routes without speed bumps, undermining the intended traffic flow once the cross-town connector is completed.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 10:25 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2024**TYPE OF AGENDA ITEM:** City Manager Report**AGENDA OUTLINE NUMBER:** 4.A.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Larry Jones, Interim City Manager

FROM: Lisa Firth, Parks & Rec Director
Krystal Strickland, Finance Director
Jeffrey Cozadd, Projects, Grants and Contracts Manager

DATE: 10-15-24

SUBJECT: RFB 24-14-REC Morgan Sports Center Field and Parking Lot Lights

I. BACKGROUND: During the budget process, the field lighting and parking lot lights project at Morgan Sports Center was presented, under Sourcewell, which is a National contracting agency that offers both state and national contracts. The lighting was approved in the 2025 budget. The council has asked for the project to go out for a Request for Bids

II. DISCUSSION: The City of Destin is issuing a Request for Bids (RFB) to secure proposals from qualified contractors for replacement/retrofit of Sports Complex lighting for six fields, three soccer fields, and two parking lot areas. If we go with the RFB procurement, the earliest the project would go to a contractor would be January 2025. Under the Sourcewell contract (procurement completed), materials could be purchased immediately.

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

A green and sustainable environment

Enhanced quality of life and safety for families

Economic development and revitalization

Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB):

The impact on budget will be determined upon negotiation of an agreement.

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move that the Council approve RFB 24-14-REC

Destin Morgan Sports Center Lighting and authorize the City Manager to advertise the RFB.

OR

I move that the Council approve Parks and Recreation to work with Sourcewell Contract for Morgan Sports Center Lighting.

Attachments:

1. RFB 24-14-REC Morgan Sports Center Lighting
2. Morgan Sports Center All
3. MSC Field Lights Diagram
4. Little League Lighting Standards and Safety

CITY OF DESTIN, FLORIDA

**REQUEST FOR BIDS
RFB NO. 24-14-REC**

DESTIN MORGAN SPORTS CENTER LIGHTING



City of Destin, Florida
October 24, 2024

Larry Jones, Interim City Manager
Phone (850) 837-4242
4200 Indian Bayou Trail
Destin, Florida 32541

**REQUEST FOR BIDS
RFB NO. 24-14-REC
DESTIN MORGANS SPORTS CENTER LIGHTING**

CITY OF DESTIN, FLORIDA

The City of Destin is issuing a Request for Bids (RFB) to secure proposals from qualified contractors for the replacement/retrofit of Sports Center lighting for six (6) ballfields, three (3) soccer fields and two (2) parking lot areas. The project is located in the City of Destin at 4200 Indian Bayou Trail. There will be a Mandatory Pre-Bid Meeting on November 6, 2024, at the Morgan's Sports Center office at 11am CT for this project.

To bid on a project you must be placed on the Plan Holders List. To do so, obtain the Bid documents (containing the full specifications and requirements) by emailing the City Clerk's Office at cityclerk@cityofdestin.com. Please include "Request for Bid Documents – RFB No. 24-14-REC" in the subject line of the email. The bid documents can also be obtained from the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541.

Proposal submissions must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **"RFB NO. 24-14-REC - DESTIN MORGAN SPORTS CENTER LIGHTING"**, along with the name, return address and telephone number of the submitter, no later than **2:00 p.m. CDT, on November 26, 2024** at which time they will be opened. The City reserves the right to reject any and all submittals or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Larry Jones
Interim City Manager

REQUEST FOR BIDS
RFB NO. 24-14-REC
DESTIN MORGANS SPORTS CENTER LIGHTING

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DESTIN MORGANS SPORTS CENTER LIGHTING

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REQUEST FOR BIDS
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DESTIN MORGANS SPORTS CENTER LIGHTING

Exhibit B – Civil Design Plans

Exhibit C – Lighting Plan

**REQUEST FOR BIDS
RFB NO. 24-14-REC
DESTIN MORGANS SPORTS CENTER LIGHTING**

1.0 INTRODUCTION

The City of Destin is issuing a Request for Bids (RFB) to secure proposals from qualified contractors for the replacement/retrofit of Sports Center lighting for six (6) ballfields, three (3) soccer fields and two (2) parking lot areas. The project is located in the City of Destin at 4200 Indian Bayou Trail.

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

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

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

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

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

2.0 INSTRUCTION TO RESPONDENTS

- A. The City of Destin will accept RFB responses until November 26, 2024, no later than 2:00 p.m. (CDT) at City Clerk's Office located at City Hall, 4200 Indian Trail Bayou Destin FL. 32541, to provide the City with Qualified Respondents for RFB NO. 24-14-REC, DESTIN MORGANS SPORTS CENTER LIGHTING.
- B. Any responses received after the above stated time and date will NOT be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal delivered to City Clerk's Office for receipt on or before the above stated time and date. RFB responses which arrive after the above stated deadline as a result of delay by the

REQUEST FOR BIDS
RFB NO. 24-14-REC
DESTIN MORGANS SPORTS CENTER LIGHTING

mail service shall not be considered, and arrangements shall be made for their return at the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.

- C. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **November 26, 2024, 2:00 p.m. (CDT)**. All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at 4200 Indian Bayou Trail Destin, FL 32541.
- D. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. Such a request shall be received in writing at least five (5) business days prior to the submittal deadline.
- E. If any addendum(s) are issued to this RFB, the City will attempt to notify all prospective respondents. It shall be the responsibility of each respondent, prior to submitting the RFB response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.
- F. **One (1) original, so designated, and seven (7) copies (for a total of eight (8) submissions), and one (1) digital copy on a USB Thumb Drive of the RFB responses shall be submitted in a sealed package clearly marked on the outside "RFB NO. 24-14-REC, DESTIN MORGANS SPORTS CENTER LIGHTING " and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.**
- G. Complete and submit Responsive Bidder Qualification Statement, form herein as an attachment. Clearly indicate the legal name, address and telephone number of the responsive bidder. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal Employer Identification Number (FEIN) on their RFB submittal.
- H. Submissions shall be portrait orientation, "8 1/2 X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages.
- I. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.
- J. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City Council for approval. Responsive bidders may be required to provide a presentation at a City Council meeting.

**REQUEST FOR BIDS
RFB NO. 24-14-REC
DESTIN MORGANS SPORTS CENTER LIGHTING**

- K. The Bid Committee shall consist of City of Destin staff members.
- L. Each responsive bidder, by submission of a proposal, acknowledges that in the event of any legal action challenging the award of the RFB; damages, if any, shall be limited to the actual cost of the preparation of the RFB.
- M. Procurement Schedule

Tasks	Date
RFB issued	October 24, 2024
Mandatory Pre-Bid Meeting	November 6, 2024
Last day for questions to be submitted	November 19, 2024
Due Date/Bid Opening	November 26, 2024
Tentative Date - Bid Committee Evaluation	December 7, 2024
Tentative Date – City Council Meeting	December 16, 2024
Tentative Date- Execution of Contract	January 7, 2025
Tentative Date- Notice to Proceed	January 10, 2025

There will be a Mandatory Pre-Bid Meeting on November 6, 2024, at the Morgan’s Sports Center office at 11am CT for this project for information on existing conditions only.

3.0 GENERAL CONDITIONS

3.1 Project Description

The project shall include the removal & replacement of new poletop assemblies with LED fixtures (luminaires) on existing poles for Destin Morgan Sports Center. The Bidder shall supply lighting equipment to meet or exceed the standards set forth in these specifications.

The lighting retrofit shall include:

- Parking Lot West
- Parking Lot East
- Field 1
- Field 2
- Field 3
- Field 4 Amberjack
- Field 5 Barracuda
- Field 6 Cobia
- Field 7 Dolphin
- Field 8 Flounder
- Field 9 Grouper

Minimum requirements for the lighting retrofit are:

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Field Light Levels: Field light levels must meet industry standard regulations. Light levels of 50/30 fc for ballfields and 30 fc for soccer fields. Provide an option for lighting warranty service for a period of 10 years.

Parking Lot Light Levels: Meet Dark Skys/Directional, LED, average of 2 fc maximum with 1 fc minimum with dusk to dawn photocells.

All lighting shall include:

- Photometric plan for all areas.
- Glare Control: Minimize glare/light spillage at the property lines to not more than 0.2 fc and reduce glare to the players, spectators.
- Poletop luminaire assembly: Galvanized steel poletop luminaire assemblies to replace existing poletop. Contractor must supply new galvanized steel bolt-on crossarm assemblies, bolted connections between steel and aluminum shall be gasketed stainless steel fasteners.
- Wire harnesses shall include abrasion protection sleeve, strain relief and plug-in connections
- Wind Code: All luminaires, visors, and poletop luminaire assemblies shall withstand 150 mi/h winds and maintain luminaire aiming alignment.
- Corrosion protection: All exposed carbon steel horizontal surfaces on the crossarm assembly shall be galvanized minimum of five (5) mil thickness. All exposed aluminum components shall be Type II anodized and coated with high performance UV resistant polyester.
- Safety: All system components shall be UL listed for the appropriate application.
- Provide lightning grounding as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.
- Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.
- Remote On/Off Capabilities (Optional Add)
- Must be compatible with the existing electrical & controls
- Delivery Timing Equipment On-Site: The equipment must be on-site 8-12 weeks from receipt of approved submittals and receipt of complete order information.
- Platform above lighting assembly for eagle nesting.

Contractor is responsible for obtaining all necessary governmental agency permits. All permitting costs are to be included in the base offer including permit related signage.

3.2 Project Schedule

Final Completion Deadline is April 30, 2025. Contractor shall reach substantial completion for all work thirty (30) days prior to final completion. The time stated for completion shall include final cleanup of the premises. Extensions of contract time for delays caused by the effects of inclement weather are justified only when rain or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

The Contractor being unable to work at least 50% of the normal workday on predetermined controlling work items; or

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The Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.

ESTIMATED PROJECT SCHEDULE	
Tasks	Date
Permitting	January 10, 2025
Begin Construction	January 23, 2025
Substantial completion date	30 Days Prior to Complete Construction
Complete Construction	April 30, 2025

4.0 CONTRACTOR REQUIREMENTS

City of Destin is seeking an independent general contractor (including all necessary independent subcontractors) with all applicable licenses for work on this project.

4.1 Independent Contractor

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Bidder is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Bidder shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Bidder's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Bidder, which policies of Bidder shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Bidder's funds provided for herein. The Bidder agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Bidder and the City and the City will not be liable for any obligation incurred by Bidder, including but not limited to unpaid minimum wages and/or overtime premiums.

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4.2 License Requirements

Provide all applicable contractor licenses: including license name, license numbers and contact information. Contractor must be Florida State Certified or possess an Okaloosa County Competency License <http://www.co.okaloosa.fl.us/gm/licensing>.

Contractor must also be registered in the City of Destin
<https://www.cityofdestin.com/DocumentCenter/View/12259/Contractor-Packet>.

4.3 Insurance Requirements

Respondent, contractor and/or sub-contractors (used interchangeably) shall, at its expense, procure and maintain at a minimum for the duration of the project and through the period as stated in the Construction Contract, the types and amounts of insurance described below or as otherwise requirement by state and federal law:

- a. Workers' Compensation and Employers Liability Insurance: Shall carry Workers' Compensation Insurance in accordance with the laws of the State of Florida and in the amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors. Any Florida State or County Licensed contractor who performs any type of marine construction work as defined in FAC 61G4015.033, must maintain applicable workers' and general liability insurance as required by state and federal law, including but not limited to the provisions of the Longshore and Harbor Workers' Compensation Act.
- b. General Liability Insurance: General Liability Insurance with a minimum liability insurance requirement of \$1,000,000 for combined single limit.
- c. Respondent shall produce proof of insurance in the types and amounts required by the city, state, and federal regulations, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The city shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the city. All coverage shall be with carriers doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 days' notice

4.4 Bonding Requirements

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a. Bid Bond Security

All bidders shall furnish with their bids a bid bond. Said bid bond shall be issued by a surety duly authorized to conduct business in the State of Florida and shall be in the amount of five percent (5%) of the total amount of the bid. Bid security is submitted as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in the manner and form required as defined by the Contract Documents. The Bidder must be named as the principal of the bond. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

b. Performance and Payment Bond

The bidder to whom the Contract is awarded shall furnish to the City, without extra compensation, and shall maintain in effect throughout the life of the Contract, and for the duration of the period described in the bond, acceptable Performance and Payment bonds in sums at least equal to 100% of the full amount of the Contract, conditioned to indemnify and save harmless the City from and against any loss, damage, or expense ensuing from failure on the part of the Contractor to faithfully and properly perform the Contract or to promptly pay all its subcontractors, suppliers, materialmen or laborers for work completed on the Project.

The required forms for the performance and payment bonds are included in these Instructions. If within ten (10) calendar days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the contract and to furnish the required performance and payment bonds properly signed by the bidder and the surety or sureties satisfactorily to the owner, the bidder shall be deemed to be in default and the owner will retain the Bid Bond Security as liquidated damages, but not as a penalty. The owner reserves the option to accept the bid of any of the other bidder within ten (10) calendar days from default, in which case such acceptance shall have the same effect on such bidder as though he were the original, successful bidder.

4.5 Permitting Requirements

Contractor is required to obtain all required permits prior to the start of construction.

- a. City of Destin Building Permit
- b. City of Destin Trade Permits (e.g. electrical, plumbing, etc.)
- c. Any and all other applicable and/or required federal, state, and local permits

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4.6 Codes and Standards

All project work shall be done in accordance with all applicable Federal, State, and local codes and standards which include, Florida State Building Codes, City Codes and Ordinances, Approved Development Order and Manufacturers Recommendations.

5.0 CONSTRUCTION CONSIDERATIONS

Project implementation for this scope of work under this RFB includes all labor, materials, equipment and services required for construction including any permitting, compliance with all federal, state and local codes and construction of the project. All new construction shall be completed as indicated in the construction documents. All work shall meet City standards and be performed to the satisfaction of the City Engineer or his designee. All materials and equipment shall be subject to inspection by the City prior to incorporation into the final work.

5.1 Subcontractor(s)

Unless otherwise stated in the contract documents or the bidding requirements, the contractor, as soon as practicable after award of the contract, shall furnish in writing to the City the names of persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for each principal portion of the Work. The City will promptly inform the bidder in writing whether it has reasonable objection to any such proposed person or entity. The City may consider the use of any particular subcontractor when evaluating whether a bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

5.2 Notice to Proceed

The City shall issue a signed Purchase order and official Notice to Proceed for the services referenced in this RFB and resulting contract. The Notice to Proceed shall be sent via facsimile or email. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed.

The services shall commence upon written Notice to Proceed from the City, and the project shall be completed in accordance with the project schedule.

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5.3 Changes in Scope of Work

- a. “Additional work” shall be defined as work that results from a change or alteration in plans concerning the scope of work of the contract, or added work necessary to meet the performance goals of the scope of work.
- b. “Extra work” shall be defined as work not required under the scope of work of the contract, is something done or furnished beyond the requirements of the contract, and is entirely outside and independent of the scope of work and not contemplated by it.
- c. “Change Order” shall be defined as a written instrument prepared by and signed by the City and Bidder, stating the specific agreement upon all of the following: the change in the scope of work, the amount of the adjustment, if any, to the contract price, and the adjustment, if any, to the contract completion time.
- d. No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Bidder and authorized by the City as a Change Order.
- e. All change orders shall be considered a written addendum to the Contract.

5.4 Site Preparation

- a. Clearing and Grubbing: All clearing, and grubbing shall be completed to limits shown in the construction documents and in accordance with applicable local, State and Federal ordinances/regulations.
- b. Erosion Control: Erosion control devices shall be installed as shown in the construction documents. The contractor shall maintain all devices throughout the life of the contract.
- c. Tree Protection: Those trees identified to remain at the completion of the project will be protected with orange construction fencing (or equivalent) throughout the duration of the project. The tree protection area is defined as a ring of fencing with a radius of 1’ for every 1” of trunk diameter measured at 4.5’ above ground level. Those hardscaped items to be removed during the demolition phase will have the tree protection added immediately after removal. Exceptions to this rule must be approved by the Project Manager in writing.
- d. Public Infrastructure and Accesses: Contractor will be responsible for any damages to publicly owned infrastructure to include sidewalks, curb and gutter, storm sewer inlets/grates, manholes, pipes, etc. Repair or replacement of these items will adhere to Florida Department of Transportation (FDOT), City of Destin, and Destin Water Users standards as applicable.
- e. Access Control: Contractor will provide for 6' temporary chain-link fencing and gates with opaque screening to be placed around the perimeter of the site for the purpose of limiting access to only employees of the contractor, subcontractors, city employees/inspectors, utility personnel, etc. Any gates will be secured with padlocks to which the City will be given six (6) keys. Screening will be green mesh (or equivalent) and will extend from the bottom of the fencing to the top.

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- f. Hours of Operation: Contractor will limit times of activity to 6am to 6pm Monday through Sunday, in accordance with the City's Noise Ordinance. No construction activity shall take place on federally recognized Holidays. City of Destin reserves the right to direct the contractor as to specific days when work will be allowed.

5.5 Schedule for Delivery of Materials

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

5.6 Waste Disposal

Contractor shall be responsible for disposal of all waste and debris.

5.7 Site Utilities

All site utilities (Electrical, Potable Water, Wastewater, and Storm Drainage/Stormwater) shall be installed as indicated in the construction documents and shall comply with all applicable local, State and Federal codes and regulations in terms of material quality and workmanship. The contractor shall obtain all required permits prior to starting work.

5.8 Material Data

- a. United States-Produced Iron and Steel (s. 255.0993, Fla. Stat.) - Any iron or steel product permanently incorporated into the project must be produced in the United States

5.9 Construction Administration & Management

- a. Identify a Construction/ Quality Assurance Supervisor. Providing their name(s), qualifications including a minimum of five (5) years of experience on similar scope and magnitude projects.
- b. Construction/Quality Assurance Supervisor to provide construction coordination and is responsible for communicating with City of Destin project manager, other contractors; provides directives to sub-contractors and attends scheduled construction meetings on site, and review of all project billing.
- If named individual is replaced during construction period, replacement will require approval of same or greater credentials and experience level initially proposed prior to replacements' start of work.

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- Named individual is to provide input to reports and meeting minutes with City of Destin, and other contractors.
- Responsible for quality control of project and addressing areas that may affect the quality of the project's final product and identify inspection procedures to ensure poor quality issues do not occur.
- Construction and Quality Assurance Supervisor shall be responsible for overall project construction quality control, inspection/field condition reports, weekly progress reports, project photographs, project schedule coordination, inspection scheduling, and schedule and attend biweekly construction progress meetings with City and other designees

5.10 Inspection, Acceptance, and Title

Inspection and acceptance will be at destination unless otherwise stipulated by the City. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City, unless loss or damage results from negligence by the City or its Departments.

5.11 Disputes

In case of any doubt or differences of opinion as to the items to be furnished pursuant to the specifications of this Invitation to Bid, the decision of the City Manager shall be final and binding on both parties.

5.12 Payments Withheld

The City may withhold such amounts from any payment as may be necessary to protect itself from loss on account of:

- a. Damage to adjacent property or right(s)-of-way(s)
- b. Defective work not remedied;
- c. Claims filed or reasonable evidence indicating probable filing of claims;
- d. Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- e. A reasonable doubt that the contract can be completed for the balance then unpaid;
- f. Damage to another contractor;
- g. Failure to submit required reports; or
- h. Modifications of the contract which necessitate the execution of change orders prior to payment of funds.

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5.13 Temporary Suspension of Work

The City shall have the authority to suspend the work wholly or in part as it may deem appropriate where the Contractor fails to perform the work in accordance with plans and specifications.

- a. In the event that the City suspends the work as a result of the failure of the Contractor to comply with plans and specifications, the Contractor shall not be entitled to assert claims for additional time and/or money to complete the project and shall remain liable for satisfactory completion of the contract within the contract time.
- b. An order to suspend the work for periods exceeding one calendar day shall be in writing and shall include specific reason for the suspension.

5.14 Warranty Submittal Requirements

- a. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the Owner.
- b. The City reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.
- c. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty.
- d. The City shall incur no labor or equipment cost during the guarantee period.
- e. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

5.15 Defective Work

All work completed by the Bidder at any time during the progress of the work shall be subject to the inspection by the City, who shall have full power to accept or reject any part thereof.

The Bidder shall remedy any defective or unsatisfactory work at no additional cost to the City. In the event the Bidder fails to initiate corrections within forty-eight (48) hours after written notice, the City shall have full right to have same done and to bill the Bidder for cost thereof.

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5.16 Project Close-out

Upon notice from the Bidder that work is completed in accordance with the specifications, the City shall make a final inspection of the work. The Bidder will be notified of all instances where his work fails to comply with the specifications. The Bidder shall immediately make those alterations which will make the work fully comply with the specifications. The Bidder shall immediately correct or complete all issues as well as defects that were identified by the City or his/her representative. Upon completion of the repair work the Bidder shall notify the City when it is ready for inspection. The City shall make a final inspection of the work and notify the Bidder of any necessary repair work that is not completed. The Bidder shall immediately complete all incomplete work and arrange for re-inspection.

In order to accept project as final the following must occur:

- a. Completion of the punch list.
- b. Acceptance and completion of the project.
- c. Submission and approval of final invoice.
- d. Submission of all product warranties and operating manuals.
- e. Successful Final Completion inspection by the City of Destin, including all Certificate of Occupancy and/or Certificate of Completion requirements.
- f. Provide accurate construction As-Built drawings representing final installation. Provide surveyed As-Built drawings for underground utilities. Provide As-Built information to City of Destin Engineer for review and approval prior to final approval.
- g. Receipt of two (2) hardcopy as-built drawings, stamped by contractor as "As-Built", in addition to both AutoCAD and PDF electronic versions on a flash drive.
- h. Provide at close of project, all Operations and Maintenance Manuals that include all information and warranties. Provide two (2) copies and an electronic copy in PDF format, on same flash drive.
- i. Provide written warranties covering quality of labor and installation of all products/materials.
- j. All final project submittals are required to be on flash drive format. Documents can be submitted as PDF files.

Any documents prepared by the construction team for this project are for the City of Destin's use. City of Destin shall have sole ownership of such documents to include making reproducible copies for its use and information in connection with follow-up contracts for design services, further planning, construction, or for permitting uses.

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6.0 EVALUATION OF RESPONSES

6.1 Selection Process

In general, the City will conduct the selection process in accordance with this Section and all applicable City purchasing policies and procedures.

6.2 Scoring

The criteria to determine the lowest, best responsive, and responsible bidder, is listed numerically below by their relative order of importance.

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

6.3 Criteria Descriptions

a. Price Proposal

- Costs will be evaluated based on the items outlined in the scope of work and price proposal submission requirements.
- Are costs reasonable compared to the work performed? Are assumptions used in developing costs reasonable?
- Did responsive bidder provide all the requested cost information?
- How competitive is the price proposal compared to the others received?

b. Qualifications and Experience

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

c. Project Approach and Performance Differentiators

- Does the submittal include detailed information that demonstrates the responsive bidder's understanding of the scope of work and how they intend to meet the objectives of the project?

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

d. Past Performance

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

7.0 SUBMITTAL REQUIREMENTS

7.1 No Contact Clause

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

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
clerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

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

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7.2 Addenda

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

7.3 Inquiries

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFB. The City will respond to written, e-mailed or faxed; inquiries received by November 19, 2024. Questions or requests for Bid documents, plans and specifications regarding this RFB may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 rbailey@cityofdestin.com.

7.4 Submittal Preparation

Submittals should be prepared in the following order:

- a. Coversheet: provide a submittal cover sheet that includes RFB NO. 24-14-REC, DESTIN MORGANS SPORTS CENTER LIGHTING, bid opening date and responsive bidder contact information.
- b. Table of Contents: provide Table of Contents to aid the evaluation of the qualifications
- c. Transmittal Letter: provide a signed letter of transmittal that demonstrates the responsive bidder's:
 - commitment to perform the work,
 - understanding of the work to be done, including approach, notional schedule, assumptions, contingencies, and mitigating factors
 - delineating features that articulate why it is the best qualified firm to perform the work (e.g. bidder's qualifications, competence, and capacity for the construction proposed in this RFB),
- d. Price Proposal Sheet
- e. Completed Forms [Reference RFB Attachments]
 - Attachment NO. 1 - Responsive Bidder Qualification Statement
 - Attachment NO. 2 - Public Entity Crime Form
 - Attachment NO. 3 - Drug Free Workplace Certification Form
 - Attachment NO. 4 - Bid Bond Form
 - Attachment NO. 5 - Anti-Human Trafficking Affidavit
 - Attachment NO. 6 - Anti-Collusion Statement

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- f. Proof of Insurance: provide proof of insurance meeting minimum insurance requirements as outlined in section 4.3 Insurance Requirements.
- g. Proof of licensing and certifications: provide proof of licensing and certifications meeting minimum requirements as outlined in section 4.2 License Requirements.
- h. Addendums (if applicable)

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

7.5 Price Proposal Sheet

The 'Total Base Bid' and 'Total Alternative Bid Items' amounts, as respectively submitted by the bidder in the Price Proposal Sheet, shall include the cost of all work and all costs incidentals thereto, to accomplish the scope identified in this RFB and supporting Exhibits.

7.6 Conflict of Interest Disclosure

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

7.7 Drug Free Workplace Program

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

7.8 Public Entity Crime Form

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

7.9 Anti-Human Trafficking Affidavit

All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this

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affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

7.10 Sealed Submittal Packages

All proposals to be considered must be in the possession of the Destin City Clerk no later than **November 26, 2024 2:00 p.m. (CDT)**. Submittals may be mailed or delivered to the Office of the City Clerk at the address below and shall be submitted in a sealed envelope clearly marked **“RFB NO. 24-14-REC, DESTIN MORGANS SPORTS CENTER LIGHTING”** and note the time and date of the opening. Regardless of method of delivery, each responsive bidder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Proposals offered or received after the time set for the Bid Opening will be rejected and returned unopened to the submitter.

Mailing and Hand Delivery Address:

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
clerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

7.11 Bid Withdrawals

Bidders may withdraw a bid after it has been deposited with the Purchasing Division office any time before the scheduled time for opening the bids.

7.12 Bid Opening

Proposals are presently scheduled to be opened publicly and read aloud at **November 26, 2024 2:00 p.m. (CDT)** in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida.

7.13 Reservation of Rights

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

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DESTIN MORGANS SPORTS CENTER LIGHTING**

7.14 Public Records

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

The successful responsive bidder shall:

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

**RFP NO. 24-14-REC
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT**

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

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

Check One

Submitted By:	Corporation	☐
Name: _____	Partnership	☐
Address: _____	Individual	☐
City, State, Zip: _____	Other	☐
Telephone 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 responsive bidder is:

The address of the principal place of business is:

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

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

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

a. Date of organization: _____

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

c. State whether general or limited partnership: _____

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

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

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

Under what other former names has your organization operated?

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

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

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

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

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

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

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

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

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

Revenue Index Number

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

15. Bank References:

Bank	Address	Telephone

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

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

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

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

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

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

(Signed)_____

(Title)_____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

Notary Public (Signature)

My Commission Expires: _____

END OF SECTION

RFP NO. 24-14-REC
ATTACHMENT NO. 2
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

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

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

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

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

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

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

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

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

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

(Signature) Date: _____

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 202__, and is personally known to me, or has provided as identification.

Notary Public

My Commission expires:

END OF SECTION

RFP NO. 24-14-REC
ATTACHMENT NO. 3
DRUG-FREE WORKPLACE CERTIFICATION

The below signed submitter 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: _____

END OF SECTION

RFP NO. 24-14-REC
ATTACHMENT NO. 4
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as _____ Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of, (five percent (5%) of the Contract Bid) _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this ____ day of _____, 20__

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 24-14-REC, DESTIN MORGANS SPORTS CENTER LIGHTING**.

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Surety (Print Full Name):

(Seal) Surety's Name and Corporate Seal

By: _____ (L.S.) By: _____

Signature (attach power of attorney)

Title: _____

Title: _____

Attest: _____

Attest: _____

Signature and Title

Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

RFP NO. 24-14-REC
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I _____ (insert name) as _____ (insert title)
on behalf of _____ (insert entity name) under penalty of perjury
hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name:
Title:
Nongovernmental entity:
Date:

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me _____ in person or _____ remote notarization by
_____ as _____ on behalf of
_____, who is personally known to me or who
produced _____ as identification this _____ day of
_____, 202____.

(Notary Seal)

Notary Public

**RFP NO. 24-14-REC
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT**

ANTI-COLLUSION STATEMENT:

The below signed bidder has not divulged to, discussed, or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Bidder's Company Name

Authorized Signature

Authorized Signatory (Print Name)

Address

Title

Phone #

Fax #

Federal ID # or SS #

**RFP NO. 24-14-REC
EXHIBITS A-B**

See documents posted on <https://www.cityofdestin.com/Bids.aspx>.

Exhibit A – Price Proposal Sheet

Bidder may use paper copy provided on next page of this bid document or may use the MS Excel fillable spreadsheet posted at the site above.

EXHIBIT A

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB NO. 24-14-REC,
DESTIN MORGANS SPORTS CENTER LIGHTING**

PART I Bid submitted by:

Company: _____

Address: _____

City & State: _____ Zip Code: _____

Telephone: () _____ E-mail: _____ Fax: () _____

Number of Years in Business: _____ Contact Name _____

PART II Bidding RFB NO. 24-14-REC, DESTIN MORGANS SPORTS CENTER LIGHTING PROJECT, as follows:

Replacement/retrofit of Sports Center lighting for six (6) ballfields	\$ _____
Replacement/retrofit of Sports Center lighting for three (3) soccer fields	\$ _____
Replacement/retrofit of lighting for two (2) parking lot areas	\$ _____
10 year Warranty Service	\$ _____

PART III Certifications:

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

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

Signature and Certification:

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

Signature: _____

Date of Bid: _____

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

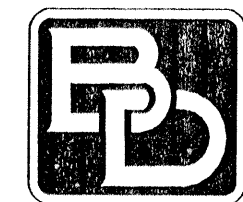
The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign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

END OF BID FORM

Destin Sports Complex

Destin, Florida

Prepared by:



BASKERVILLE-DONOVAN, INC.

March, 1998
11232.01

PRELIMINARY STATUS PRINT
NOT.
★ FOR CONSTRUCTION ★

OWNER: CITY OF DESTIN
4200 TWO TREES ROAD
DESTIN, FL 32541
(850) 837-4242 ATTN. MS JILL SCROGGS

DESTIN WATER USERS, INCORPORATION
P.O. BOX 308, DESTIN, FL 32541

APPLICANT: CITY OF DESTIN

ENGINEER /LANDSCAPE ARCHITECT: BASKERVILLE-DONOVAN, INC.
316 S. BAYLEN ST., SUITE 300
PENSACOLA, FLORIDA 32501
ATTN. DAVE HEMPHILL
(850) 438-9661

ZONING: RUA (CITY PROPERTY), BT (DWU PROPERTY)

FUTURE LAND USE: PUBLIC LAND-PL & COMMERCIAL-C

TOTAL AREA: 26.514 ACRES /1,154,949.84 SQUARE FEET (DWU PROPERTY)
12.360 ACRES /538,401.6 SQUARE FEET (CITY PROPERTY)

CONCESSION/RESTROOM: 1,495.11 SQUARE FEET

IMPERVIOUS AREA: 3.156 ACRES /137,495 SQUARE FEET - PHASE I
2.548 ACRES /110,988 SQUARE FEET - PHASE II

Sheet Layout

C1 TOPOGRAPHIC SURVEY
C2 MASTER PLAN
C3 PHASE 1 - SITE LAYOUT
C4 ENTRANCE ROAD LAYOUT
C5 DUG OUT DETAILS
C6 IRRIGATION PLAN
C7 LANDSCAPE PLAN
C8 SITE DETAILS
C9 MASTER GRADING PLAN
C10 GRADING PLAN #1
C11 GRADING PLAN #2

U1 UTILITY PLAN

R1 EXISTING REUSE DEMOLITION PLAN
R2 SUB-SURFACE IRRIGATION
R3 SUB-SURFACE DISPOSAL LINES
R4 REUSE DETAILS

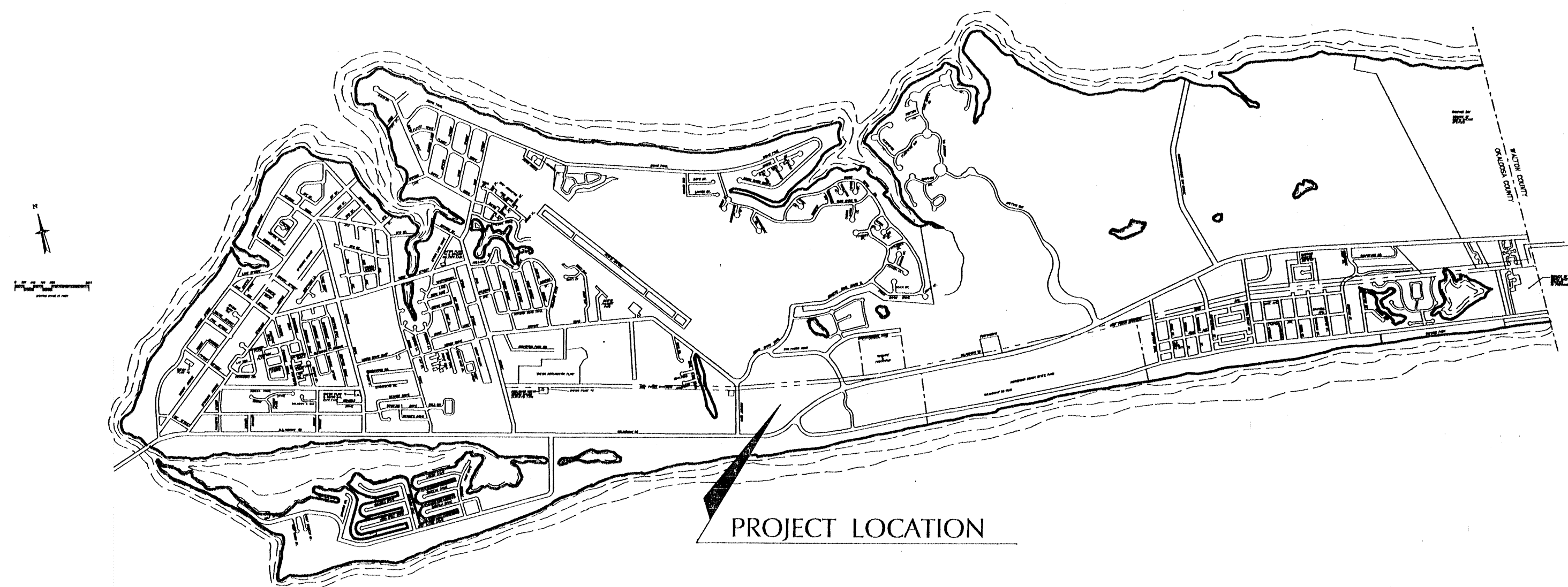
A1 FLOOR PLAN (concession bldg.)
A2 DIAGRAM, X-SECT. & TOILET PLAN
A3 ROOF PLAN & PENTHOUSE DETAILS
A4 ELEVATIONS
A5 DETAILS
A6 SCHEDULES
A7 WALL, DOOR & WINDOW DETAILS
A8 DETAILS

S1 FOUNDATION PLAN & GENERAL NOTES
S2 2ND FLOOR & ROOF FRAMING PLANS

E1 LIGHTING PLAN
E2 CALCULATION PLAN
E3 LIGHTING PLANS
E4 POWER PLANS
E5 SINGLE LINE DIAGRAM, PANEL SCHEDULE
E6 DETAIL SHEET

M1 MECHANICAL FLOOR PLANS
M2 MECHANICAL SCHEDULED, DETAILS & NOTES

P1 DOMESTIC WATER PLANS
P2 1ST FLOOR WASTE PLANS



PROJECT LOCATION MAP

RECEIVED
APR 1 1998
PLANNING & ZONING

RECEIVED
APR 14 1998
PLANNING & ZONING

Michael D. Scroggs
4-13-98

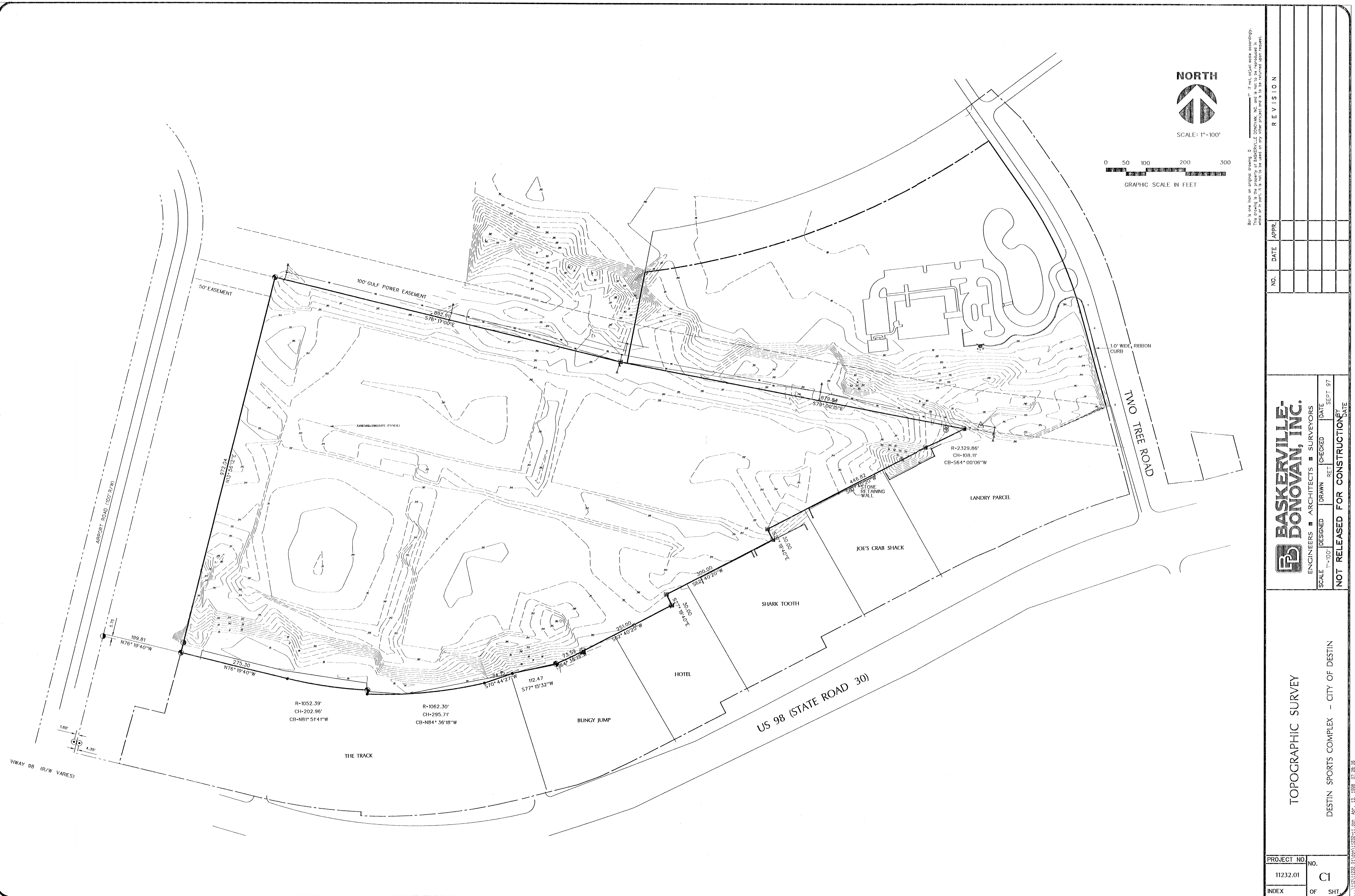
David Hemphill
4-13-98

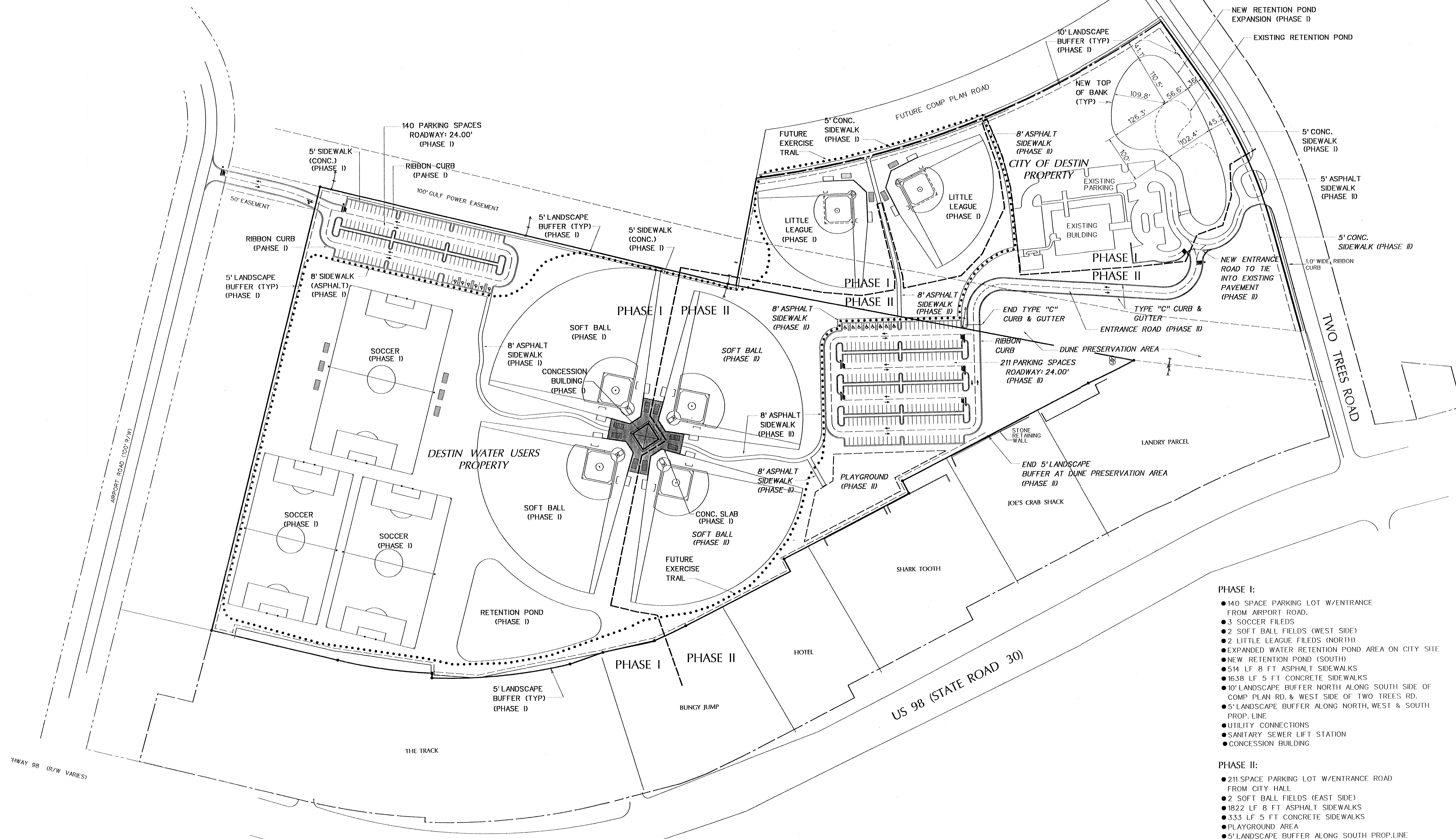
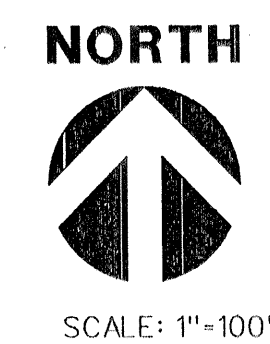
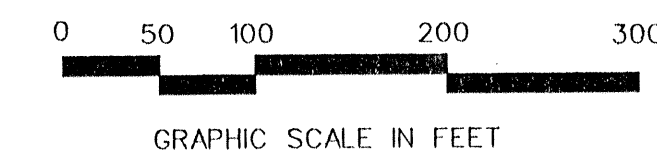
David Hemphill
4-13-98

David Hemphill
4-13-98

David Hemphill
4-13-98

11232.01 DESTIN SPORTS COMPLEX 11232.01 DESTIN SPORTS COMPLEX





- PHASE I:
- 140 SPACE PARKING LOT W/ENTRANCE FROM AIRPORT ROAD.
 - 3 SOCCER FIELDS
 - 2 SOFT BALL FIELDS (WEST SIDE)
 - 2 LITTLE LEAGUE FIELDS (NORTH)
 - EXPANDED WATER RETENTION POND AREA ON CITY SITE
 - NEW RETENTION POND (SOUTH)
 - 514 LF 8 FT ASPHALT SIDEWALKS
 - 1638 LF 5 FT CONCRETE SIDEWALKS
 - 10' LANDSCAPE BUFFER NORTH ALONG SOUTH SIDE OF COMP PLAN RD. & WEST SIDE OF TWO TREES RD.
 - 5' LANDSCAPE BUFFER ALONG NORTH, WEST & SOUTH PROP. LINE
 - UTILITY CONNECTIONS
 - SANITARY SEWER LIFT STATION
 - CONCESSION BUILDING
- PHASE II:
- 211 SPACE PARKING LOT W/ENTRANCE ROAD FROM CITY HALL
 - 2 SOFT BALL FIELDS (EAST SIDE)
 - 1822 LF 8 FT ASPHALT SIDEWALKS
 - 333 LF 5 FT CONCRETE SIDEWALKS
 - PLAYGROUND AREA
 - 5' LANDSCAPE BUFFER ALONG SOUTH PROP. LINE
 - SITE LIGHTING
- FUTURE:
- EXERCISE TRAIL (.96 MILE)

**BASKERVILLE-
DONOVAN, INC.**
ENGINEERS ■ ARCHITECTS ■ SURVEYORS

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1"=100'				SEPT 97

NOT RELEASED FOR CONSTRUCTION BY DATE

MASTER PLAN

DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO.	NO.
11232.01	C2

INDEX OF SHT

Bar is one inch on original drawing. 0 1"=100' If not, adjust scale accordingly.
This drawing is the property of Baskerville-Donovan, Inc. and is not to be reproduced or used in any way without the written consent of Baskerville-Donovan, Inc.

REVISION

APPR.

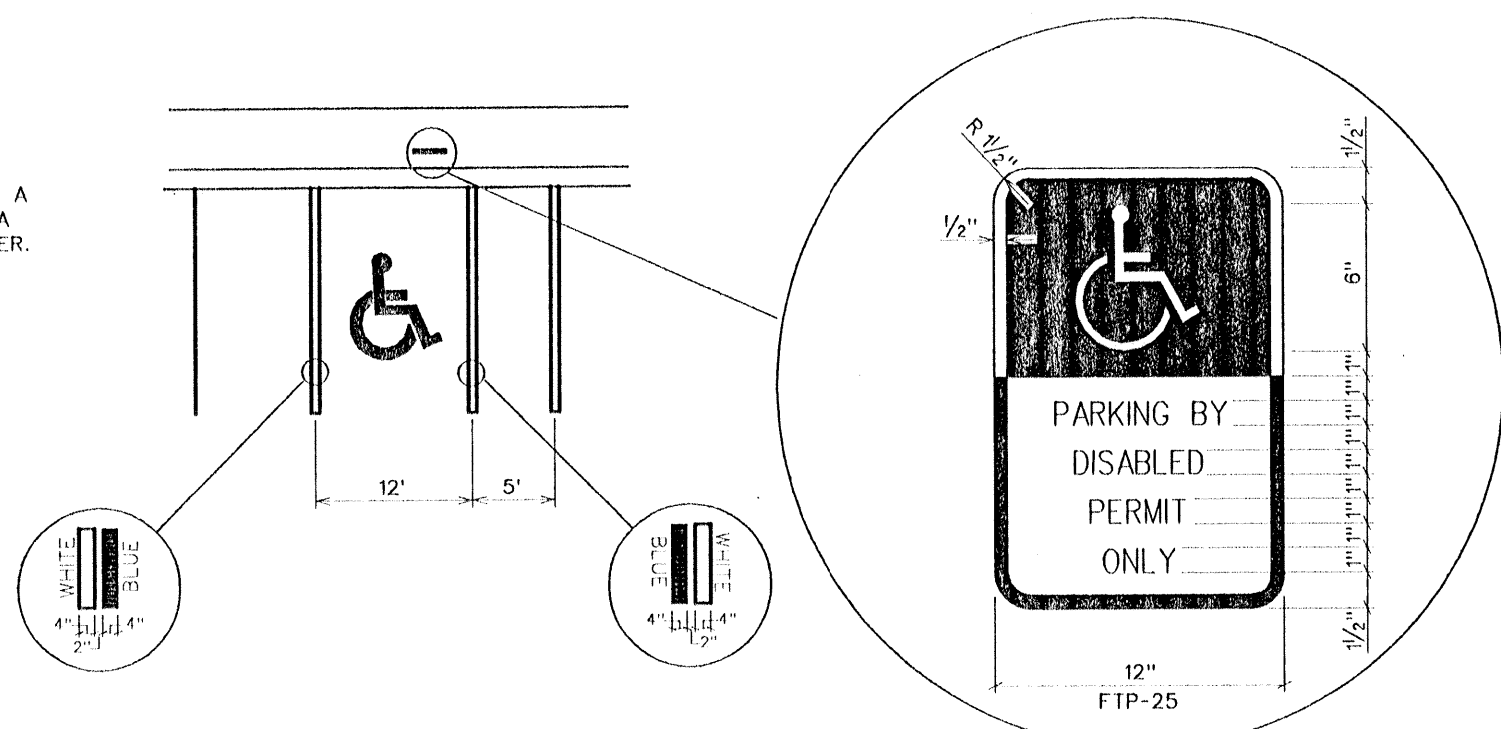
DATE

NO.

NOTES:

1. TOP PORTION OF FTP-25 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH A WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. FTP-25 MAY BE FABRICATED ON ONE PANEL OR TWO.
4. FTP-25 IS FOR USE IN AREAS WHERE SPACE IS LIMITED.

BENCHMARK LOCATION:
NAIL AND DISK IN SOUTH
SIDE OF POWER POLE,
ELEV. - 26.35



NOTES:

EACH SUCH PARKING SPACE SHALL BE CONSPICUOUSLY OUTLINED IN BLUE PAINT, AND SHALL BE POSTED AND MAINTAINED WITH A PERMANENT ABOVE-GRADE SIGN BEARING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY OR THE CAPTION "PARKING BY DISABLED PERMIT ONLY", OR BEARING BOTH SUCH SYMBOL AND CAPTION. SUCH SIGNS SHALL NOT BE OBTAINED BY A VEHICLE PARKED IN THE SPACE. ALL HANDICAPPED PARKING SPACES MUST BE SIGNED AND MARKED IN ACCORDANCE WITH THE STANDARDS ADOPTED BY THE DEPARTMENT OF TRANSPORTATION.

NORTH



SCALE: 1"=60'

0 50 100 200

GRAPHIC SCALE IN FEET

FUTURE COMP PLAN ROAD

BENCHMARK LOCATION:
"X" CUT IN NORTHWEST
CORNER OF CONCRETE
PAD AT THE NORTHWEST
CORNER OF PARKING
LOT AT DESTIN SHERIFF
DEPARTMENT ANNEX,
ELEV. - 16.11

REVISION

NO. DATE APPR.

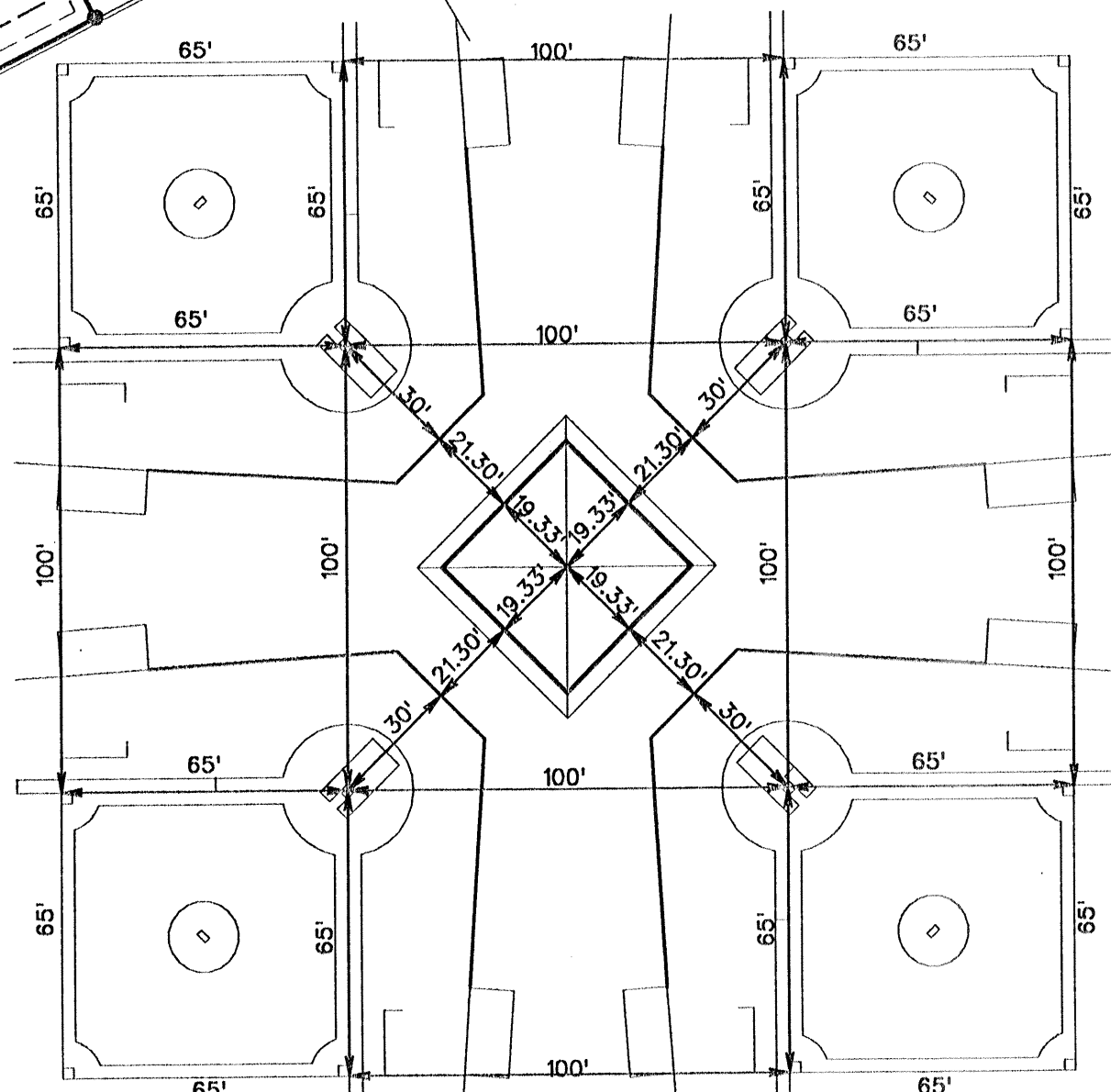
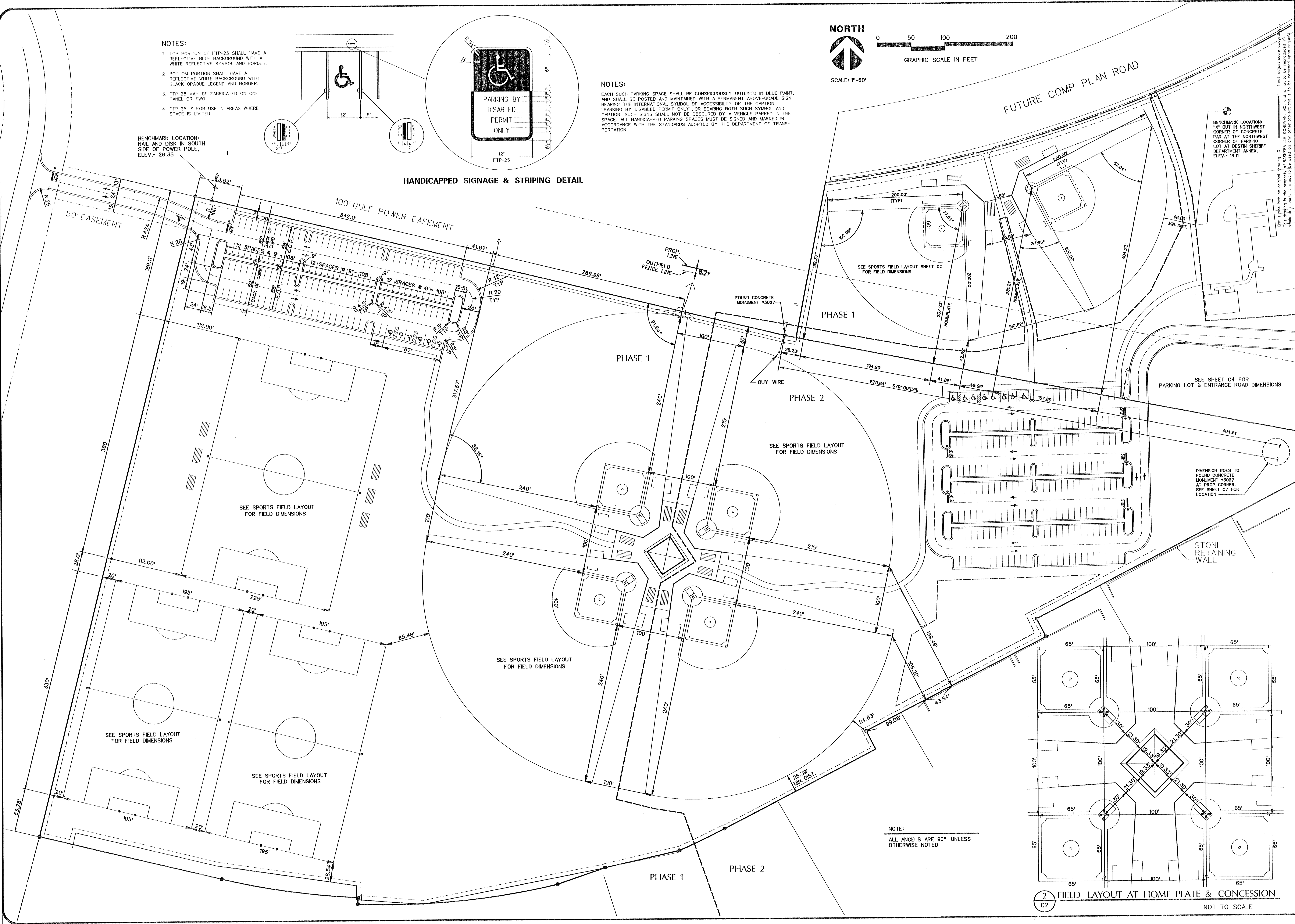
BASKERVILLE-DONOVAN, INC.
ENGINEERS ■ ARCHITECTS ■ SURVEYORS

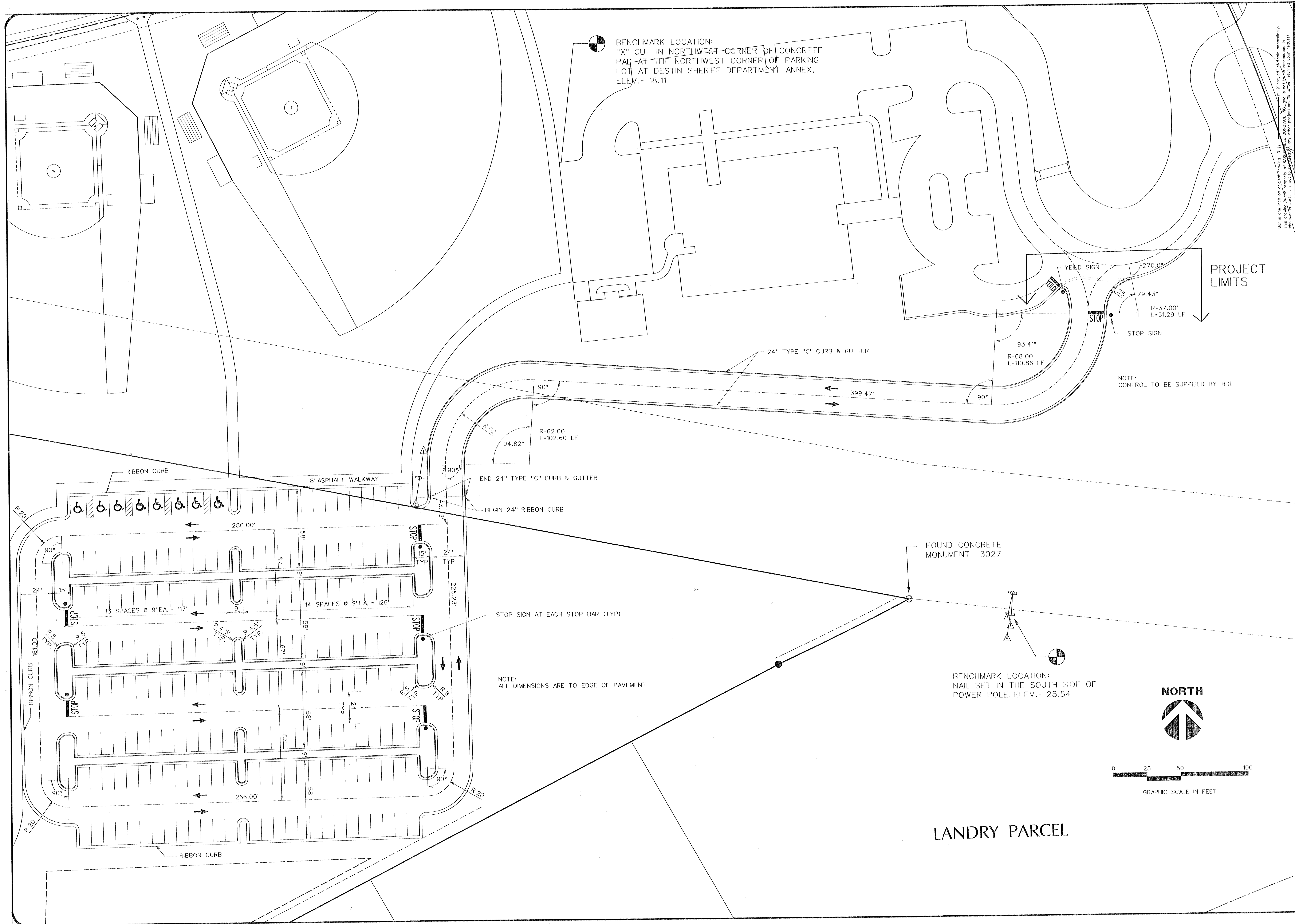
SCALE 1"=60'
DESIGNED
DRAWN
CHECKED
DATE
REVISION
DATE
NOT RELEASED FOR CONSTRUCTION DATE

PHASE 1-SITE LAYOUT

DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO. 11232.01
INDEX OF SHT. C3





PROJECT NO.		NO.		DATE		APPR.	
11232.01		C4					
INDEX		OF		SHT.			

BASKERVILLE-DONOVAN, INC. ENGINEERS ■ ARCHITECTS ■ SURVEYORS			
DESIGNED	DRAWN	CHECKED	DATE
11/23/97	11/23/97	11/23/97	SEPT 97

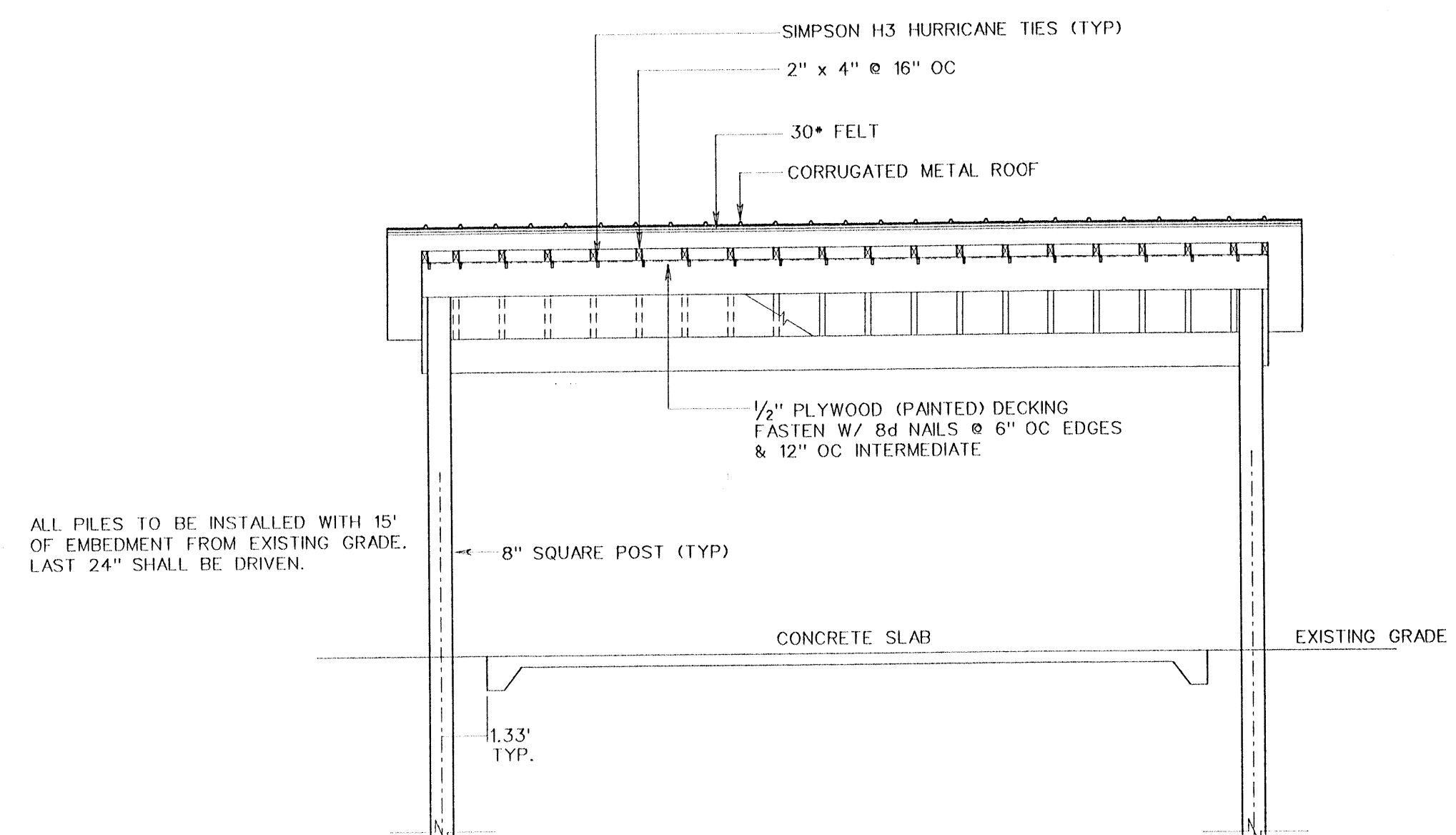
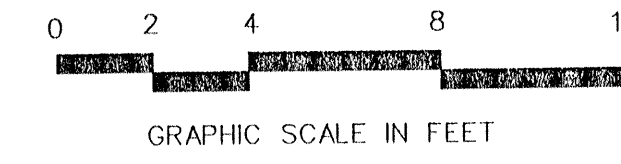
NOT RELEASED FOR CONSTRUCTION	
DATE	DATE

ENTRANCE ROAD LAYOUT	
DESTIN SPORTS COMPLEX - CITY OF DESTIN	

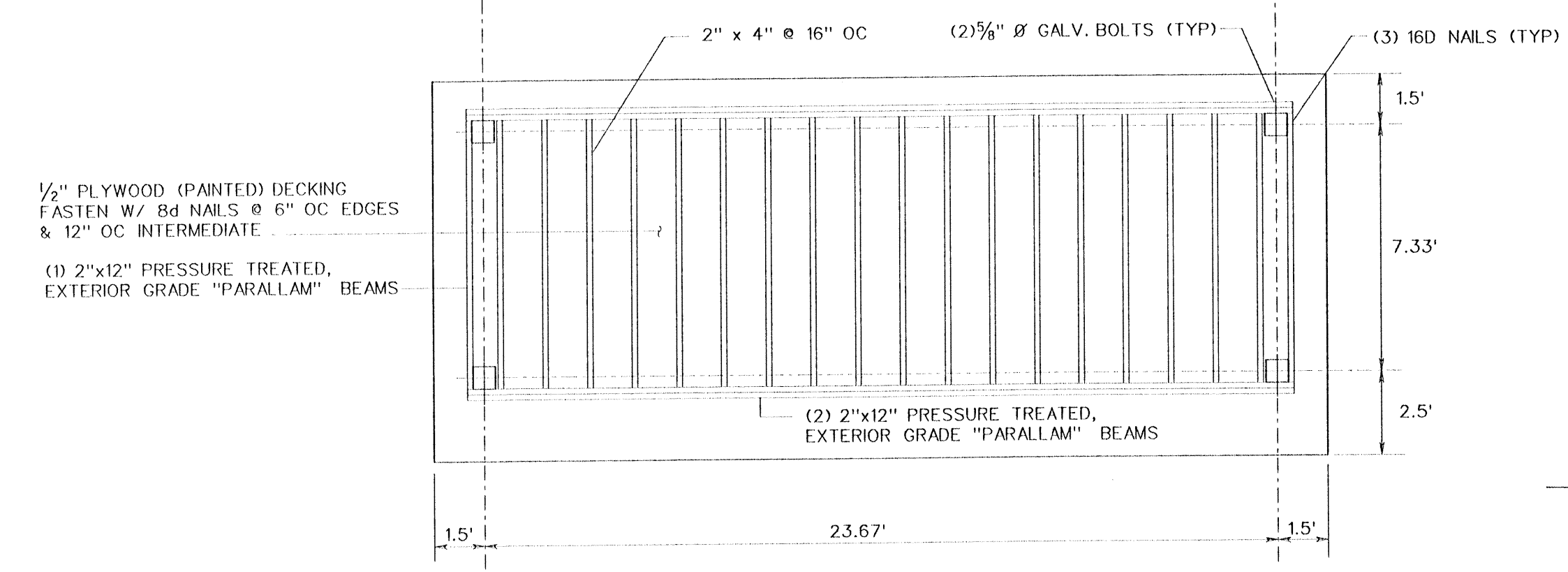
REVISION	
NO.	DATE

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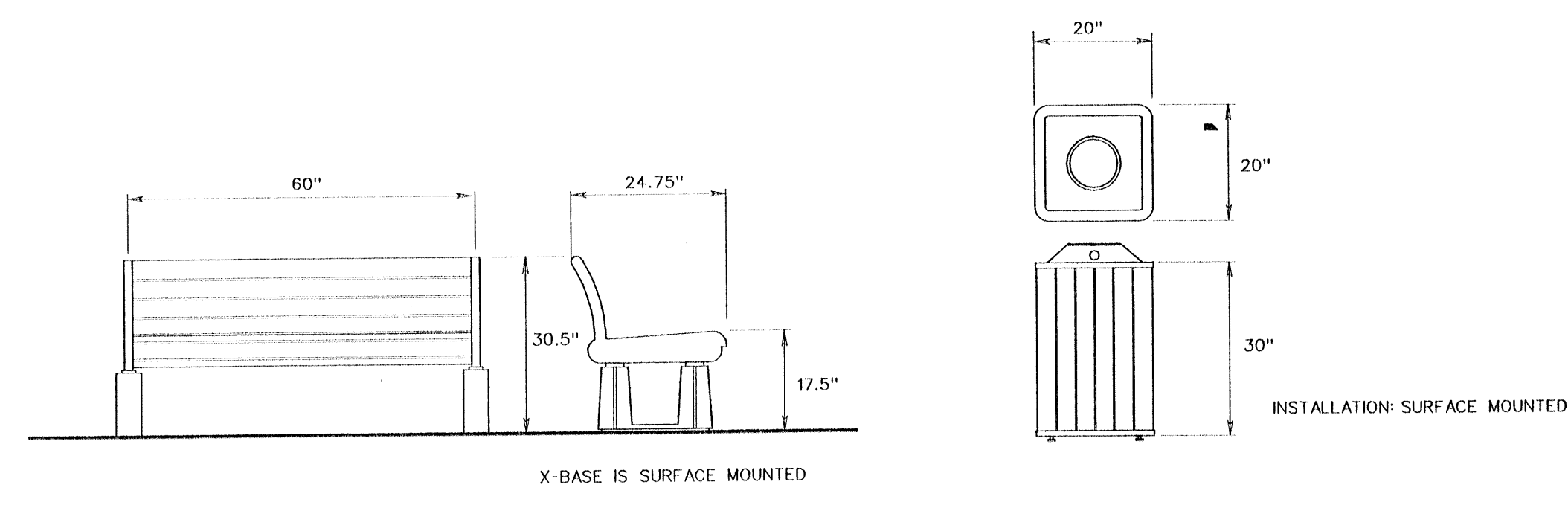
11/23/97 11:22:21 AM 11/23/97 11:22:21 AM 11/23/97 11:22:21 AM 11/23/97 11:22:21 AM



DUG OUT ELEVATION



ROOF PLAN



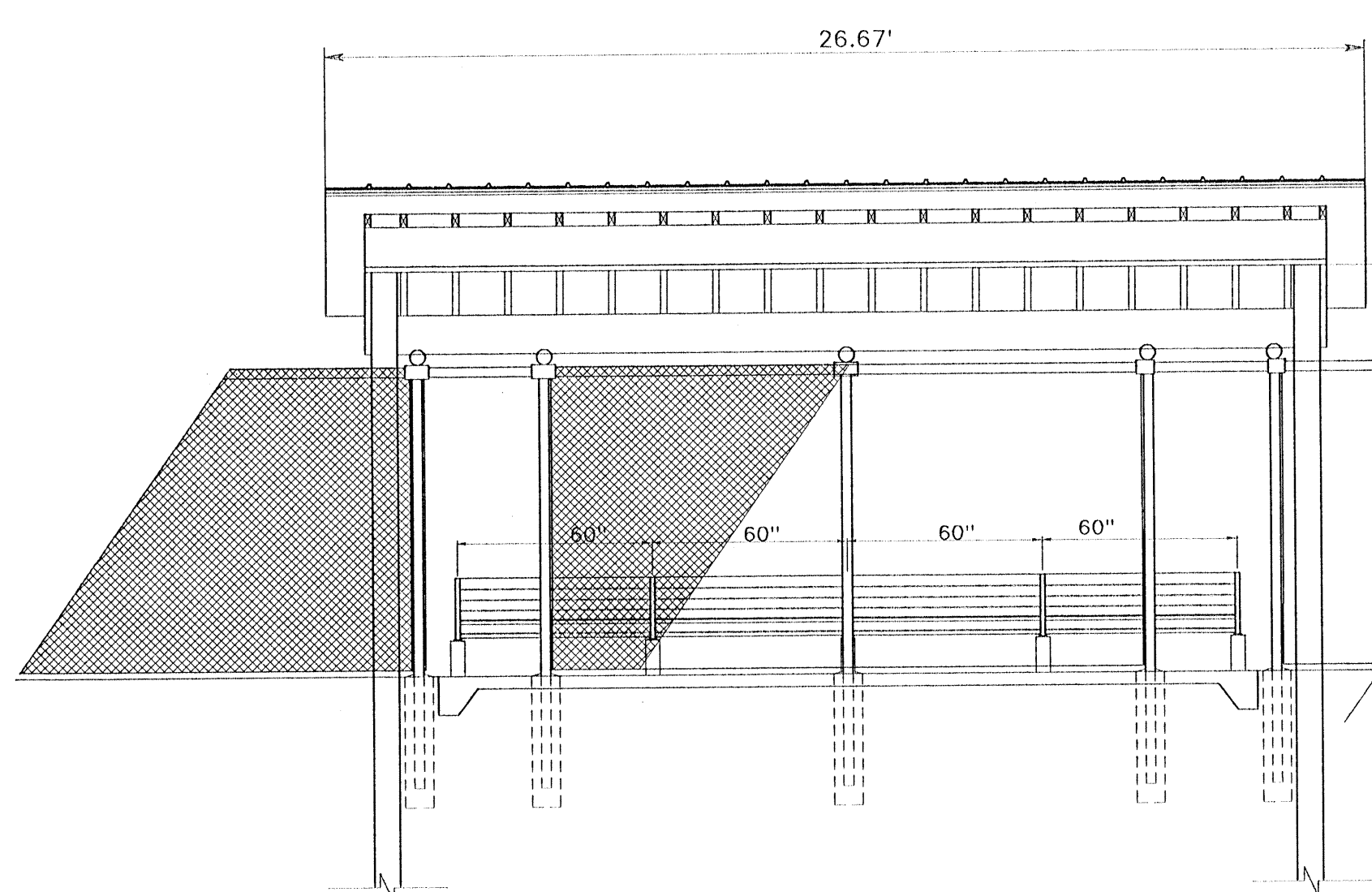
BENCH
INFINITY SERIES SEAT
GREEN DURAWOOD SLATS
CHARCOAL ALUMINUM FRAME & X-BASE
MODEL NUMBER: 9810

WASTE BIN
INFINITY SERIES WASTE BIN
GREEN DURAWOOD SLATS
CHARCOAL ALUMINUM FRAME & LID COVER
MODEL NUMBER: 9808

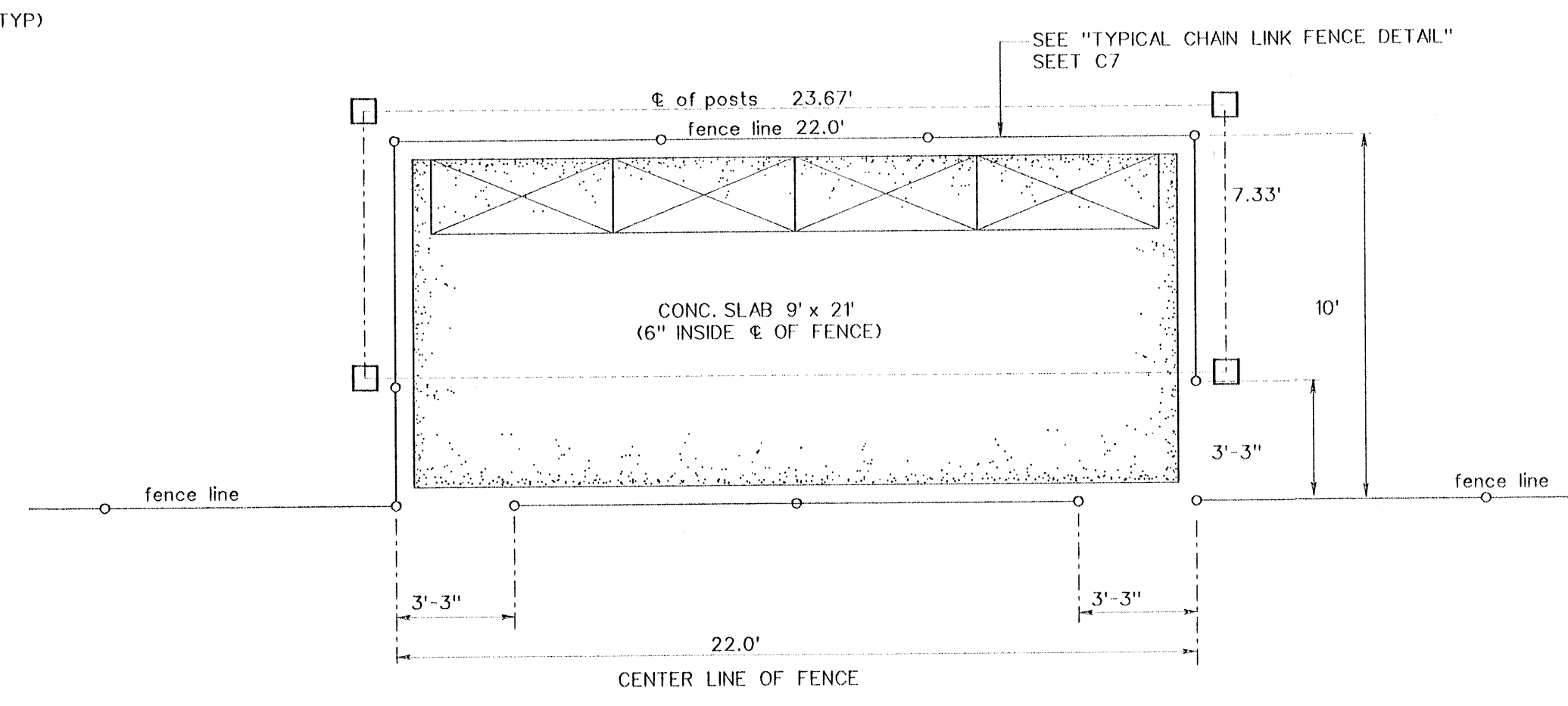
2
C3

BENCH & WASTE BIN DETAILS

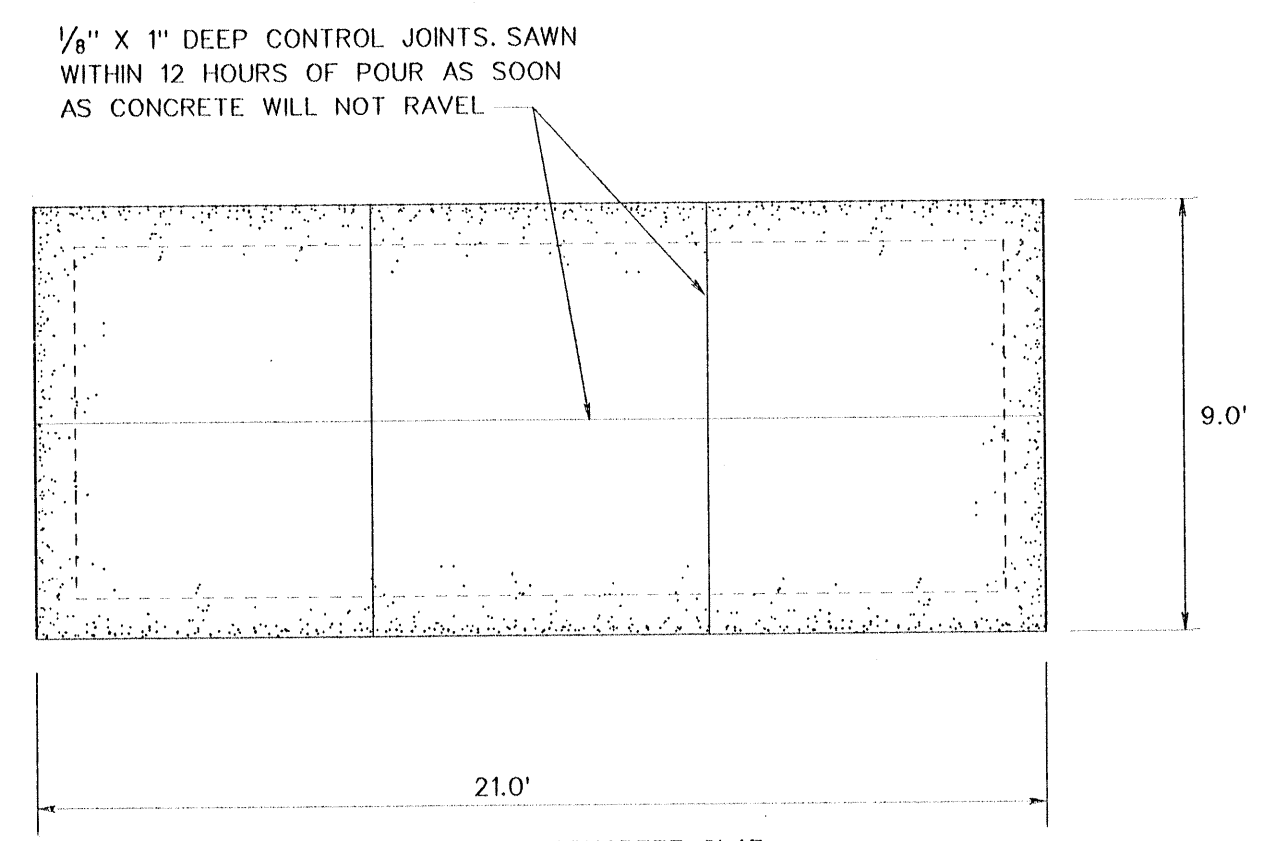
RECYCLED DESIGN PRODUCTS
1-800-964-3751



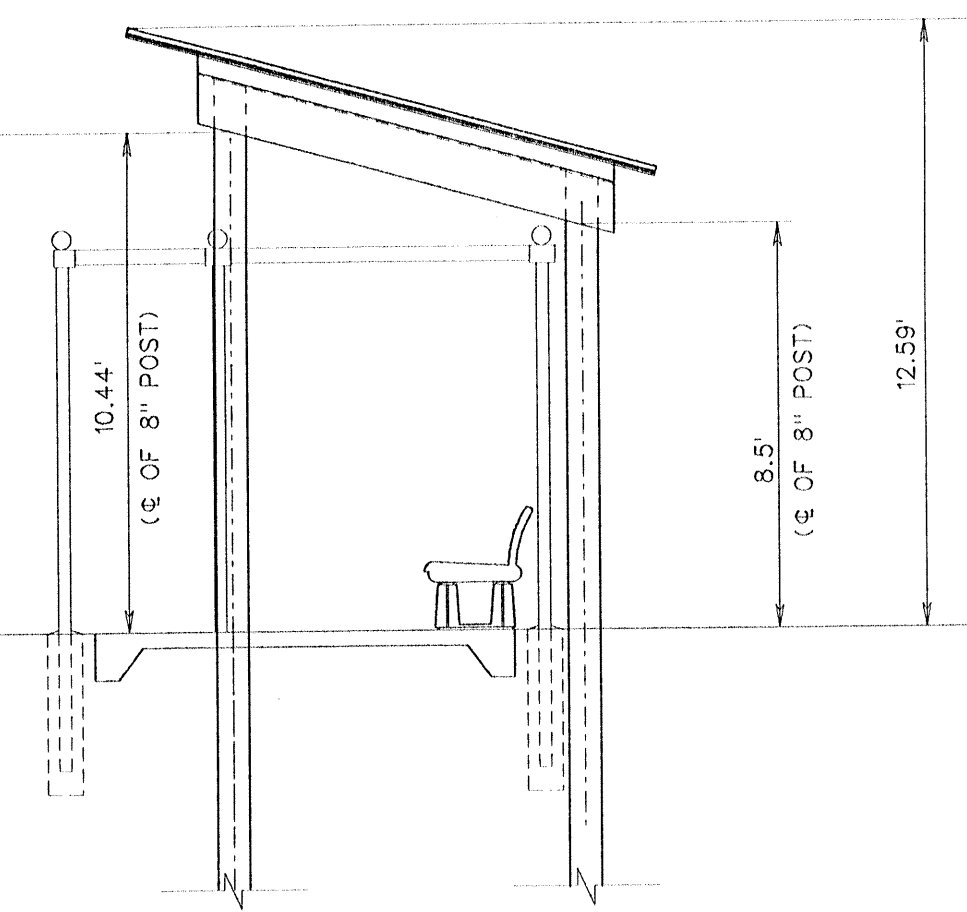
FRONT VIEW



PLAN VIEW



CONCRETE SLAB



SIDE VIEW

See is one inch on original drawing. 0' If not, adjust size accordingly.
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REVISION			
NO.	DATE	APPR.	

BASKERVILLE-DONOVAN, INC.
ENGINEERS ■ ARCHITECTS ■ SURVEYORS

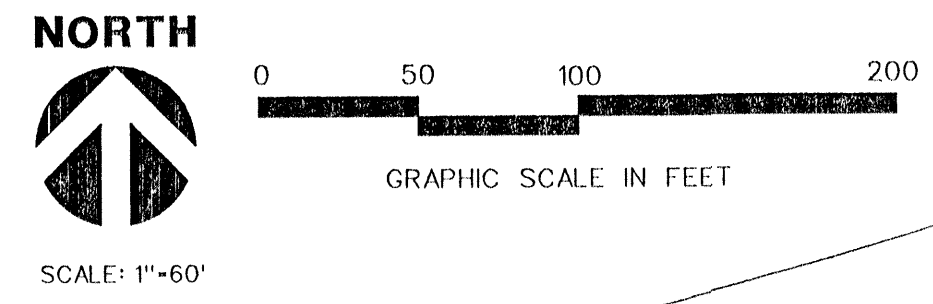
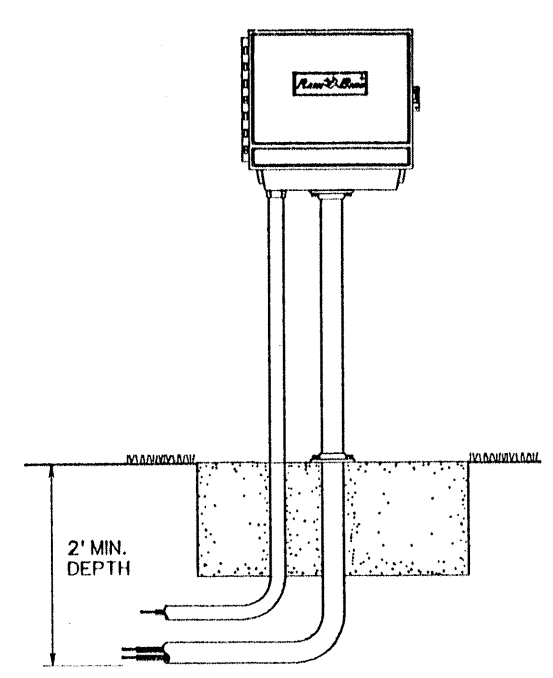
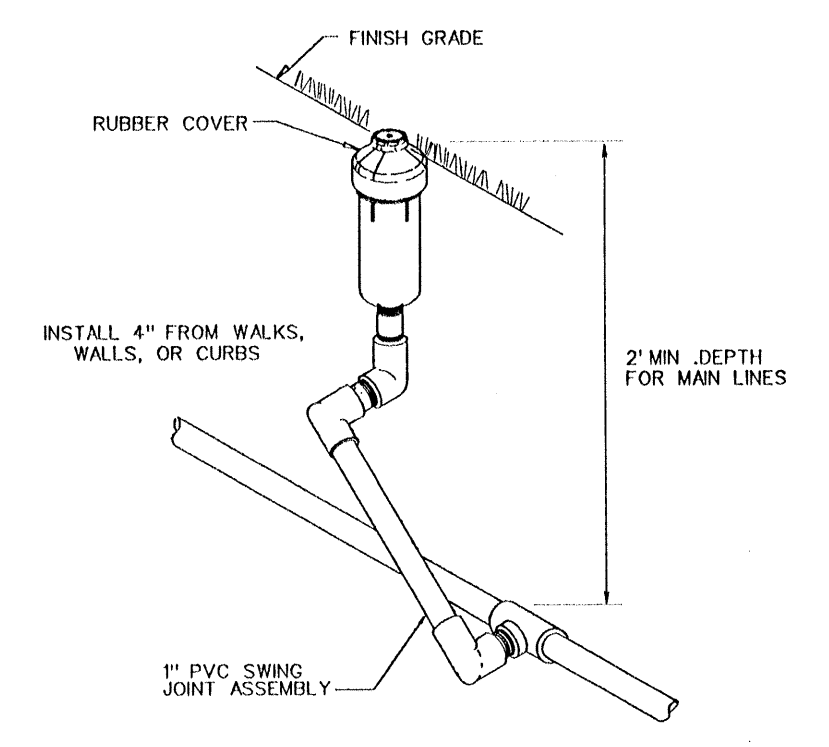
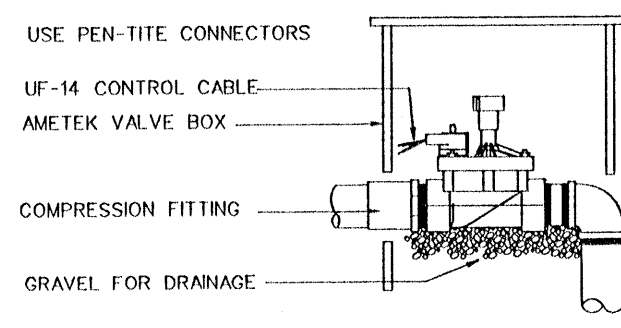
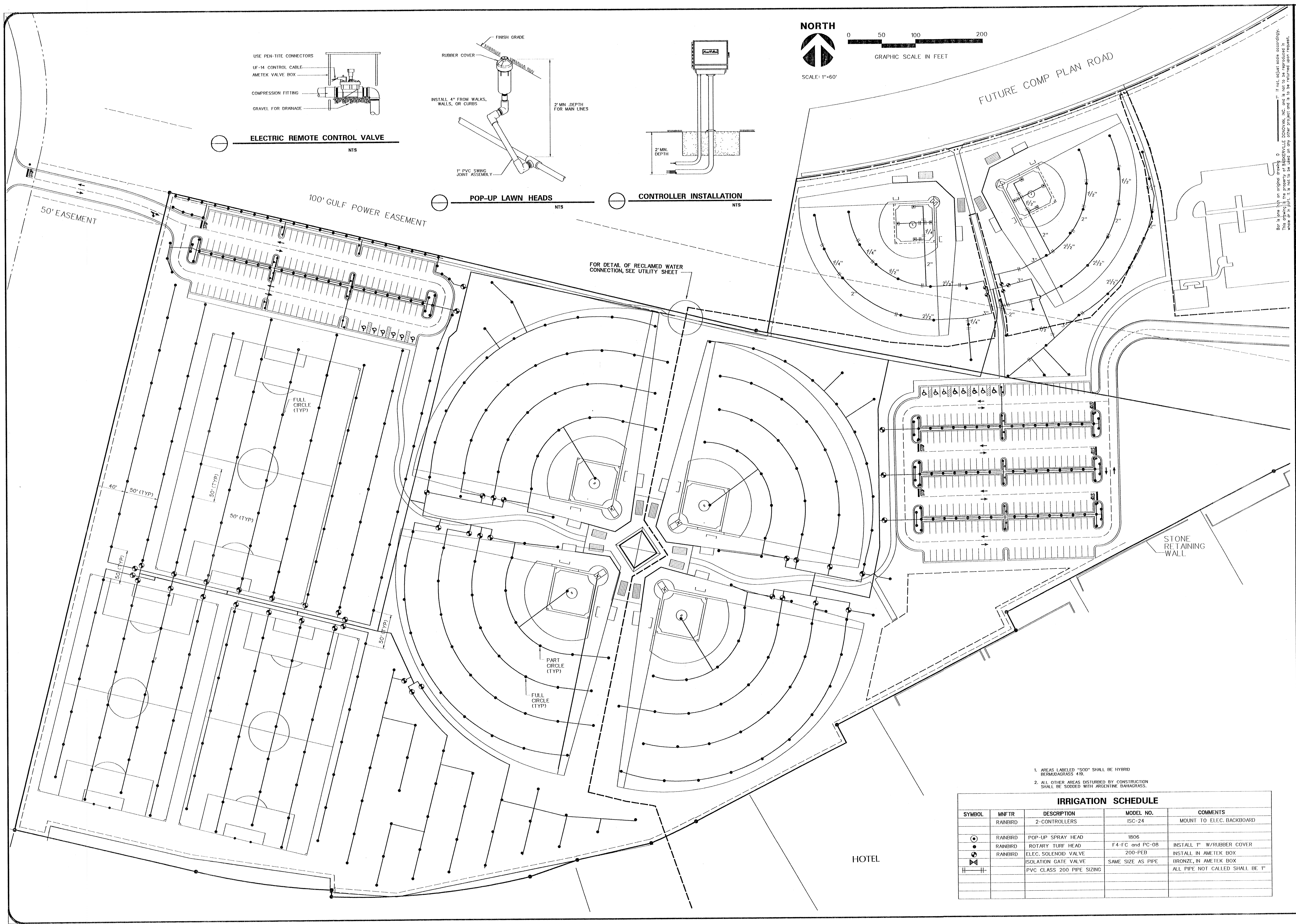
SCALE: 1/4"=1'-0"	DESIGNED	DRAWN	CHECKED	DATE
				SEPT 97

NOT RELEASED FOR CONSTRUCTION

DUG OUT DETAILS

DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO.	NO.
11232.01	C5
INDEX	OF SHEET



FOR DETAIL OF RECLAIMED WATER CONNECTION, SEE UTILITY SHEET

1. AREAS LABELED "SOD" SHALL BE HYBRID BERMOUDGRASS 419.
2. ALL OTHER AREAS DISTURBED BY CONSTRUCTION SHALL BE SODDED WITH ARGENTINE BERMAGRASS.

IRRIGATION SCHEDULE				
SYMBOL	MANUFACTURER	DESCRIPTION	MODEL NO.	COMMENTS
	RAINBIRD	2-CONTROLLERS	ISC-24	MOUNT TO ELEC. BACKBOARD
	RAINBIRD	POP-UP SPRAY HEAD	1806	
	RAINBIRD	ROTARY TURF HEAD	F4-FC and PC-08	INSTALL 1\" W/RUBBER COVER
	RAINBIRD	ELEC. SOLENOID VALVE	200-PEB	INSTALL IN AMETEK BOX
		ISOLATION GATE VALVE	SAME SIZE AS PIPE	BRONZE, IN AMETEK BOX
		PVC CLASS 200 PIPE SIZING		ALL PIPE NOT CALLED SHALL BE 1\"

**BASKERVILLE-
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ENGINEERS ■ ARCHITECTS ■ SURVEYORS

NOT RELEASED FOR CONSTRUCTION

IRRIGATION PLAN

DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO.
11232.01

INDEX

NO.

DATE

APPR.

DESIGNED

DRAWN

CHECKED

RET.

DATE

SEPT 97

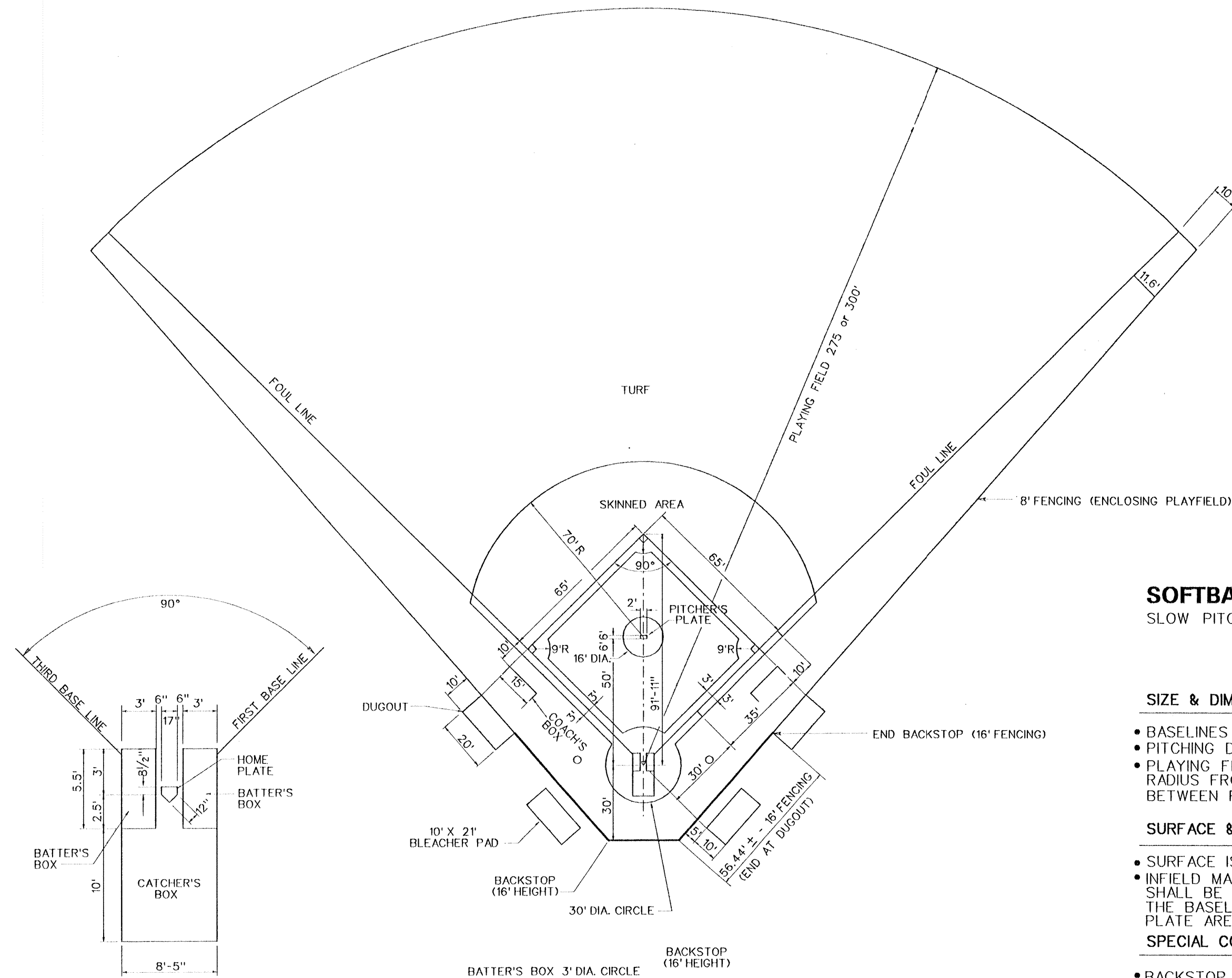
OF

SHT

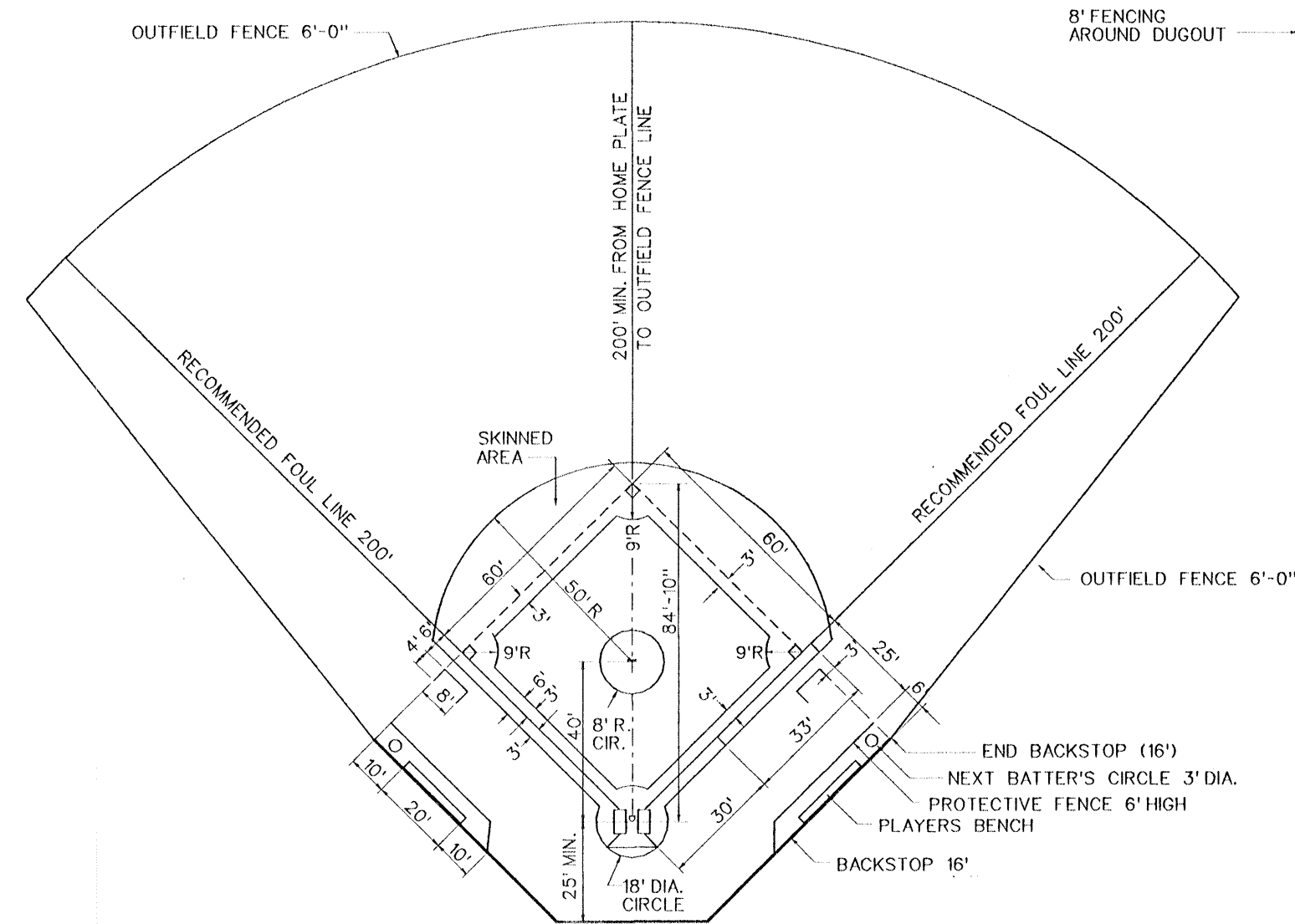
C6

REVISION

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LAYOUT AT HOME PLATE
N.T.S.



LAYOUT AT HOME PLATE
N.T.S.

LITTLE LEAGUE BASEBALL

SIZE & DIMENSION

- BASELINES ARE 60'-0"
- PITCHING DISTANCE IS 40'
- PITCHER'S PLATE IS 6" ABOVE THE LEVEL OF HOME PLATE
- DISTANCE DOWN FOUL LINE IS 200 FT.

SURFACE & DRAINAGE

- SURFACE IS TO BE TURF.
- INFIELD MAY BE SKINNED, AND SHALL BE GRADED SO THAT THE BASELINES AND HOME PLATE ARE LEVEL.

SPECIAL CONSIDERATIONS

- BACKSTOP IS TO BE PROVIDED AT MINIMUM DISTANCE OF 25 FT. BEHIND HOME PLATE.

SOFTBALL SLOW PITCH

SIZE & DIMENSION

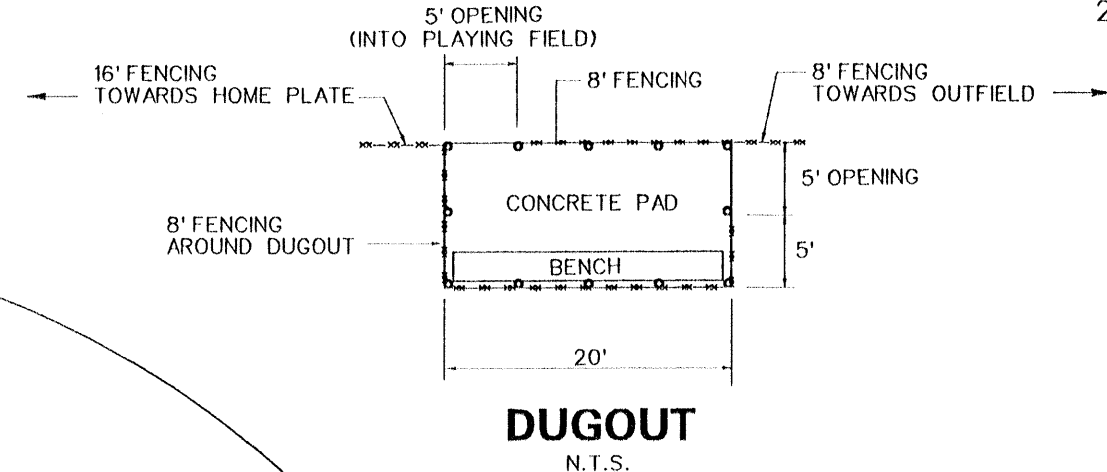
- BASELINES ARE 65'-0"
- PITCHING DISTANCE IS 50'
- PLAYING FIELD IS 300 FT RADIUS FROM HOME PLATE BETWEEN FOUL LINES

SURFACE & DRAINAGE

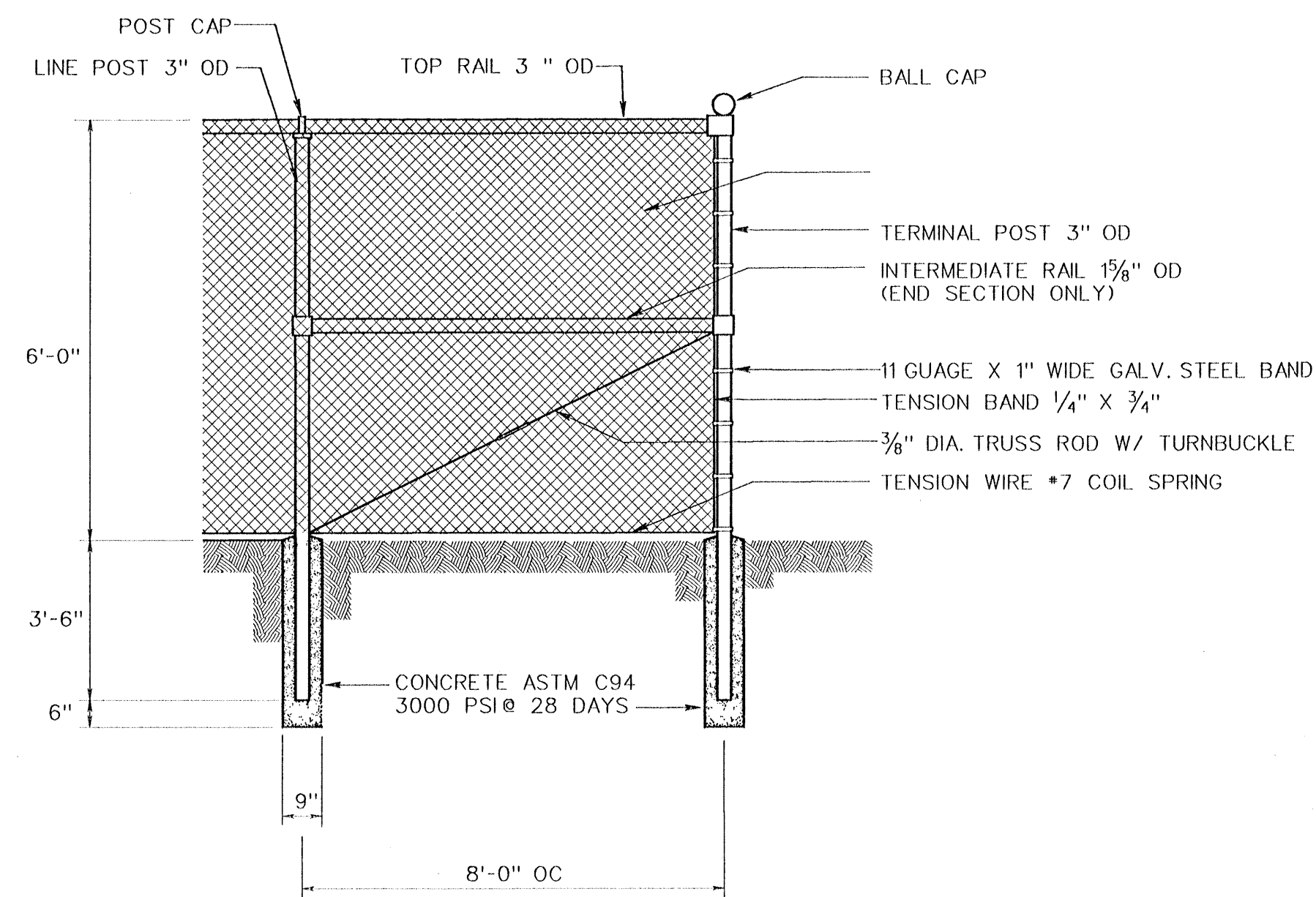
- SURFACE IS TO BE TURF.
- INFIELD MAY BE SKINNED, AND SHALL BE GRADED SO THAT THE BASELINES AND HOME PLATE ARE LEVEL.

SPECIAL CONSIDERATIONS

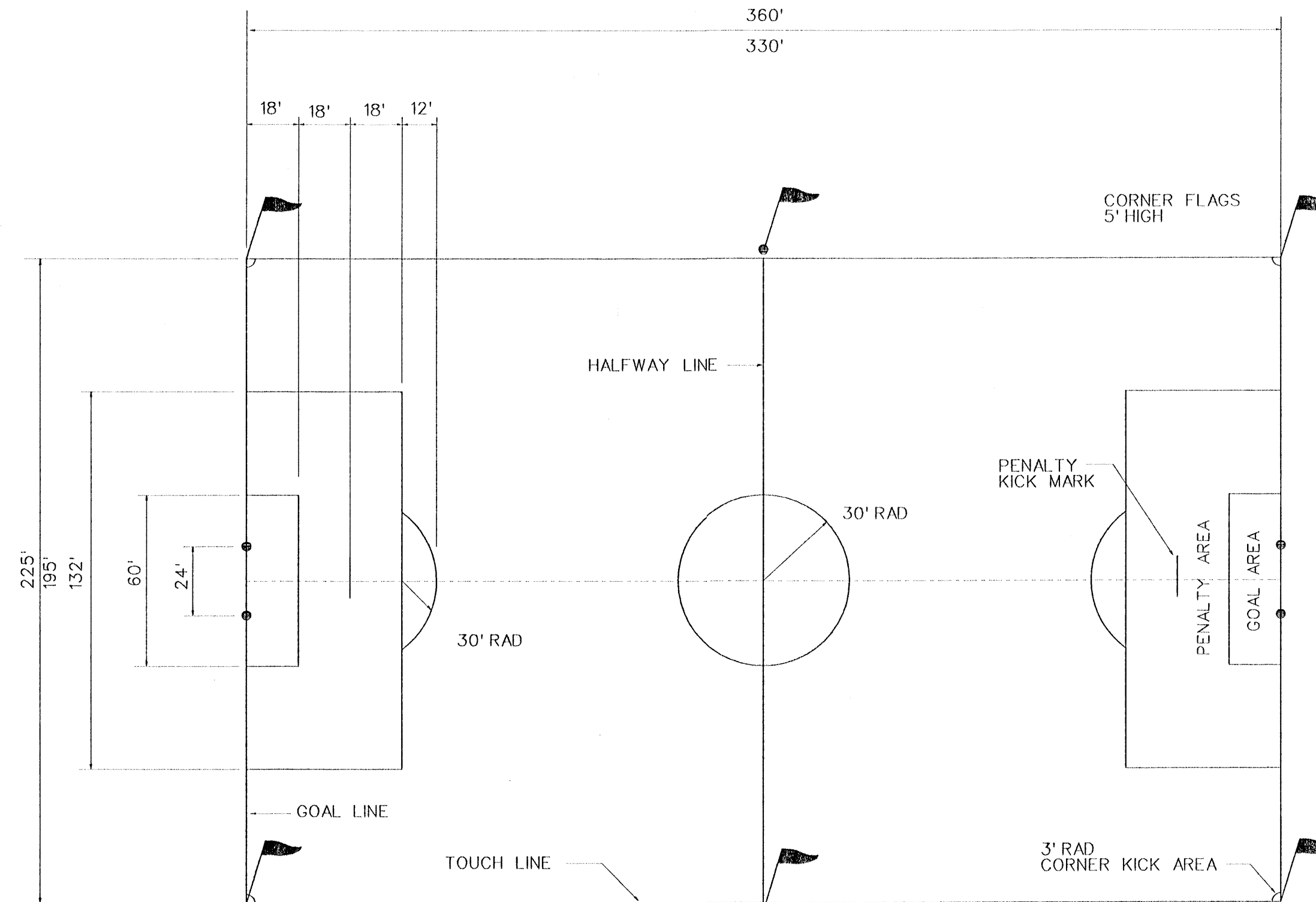
- BACKSTOP IS TO BE PROVIDED AT MINIMUM DISTANCE OF 25 FT. BEHIND HOME PLATE.



DUGOUT
N.T.S.

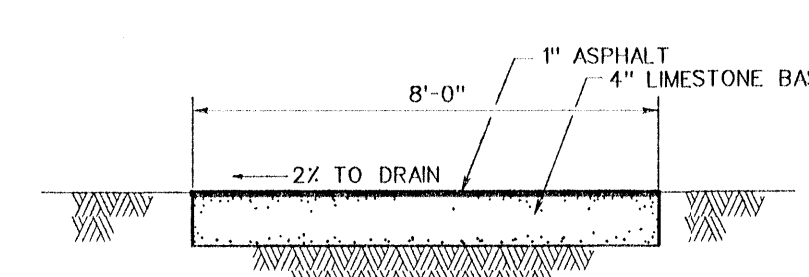


TYPICAL CHAIN LINK FENCE DETAIL

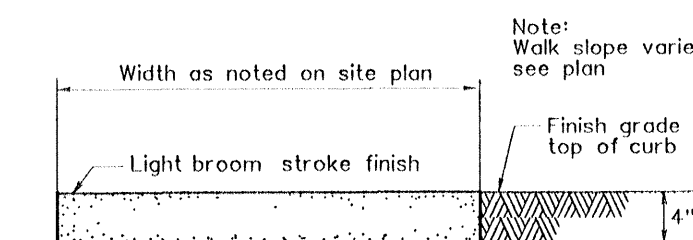


NCAA SOCCER

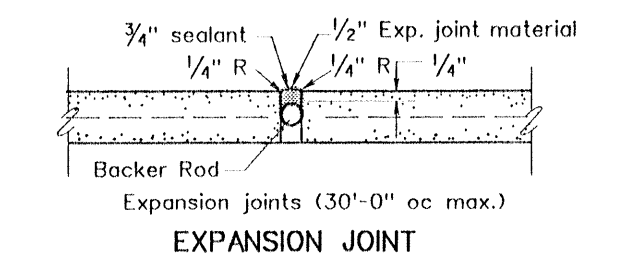
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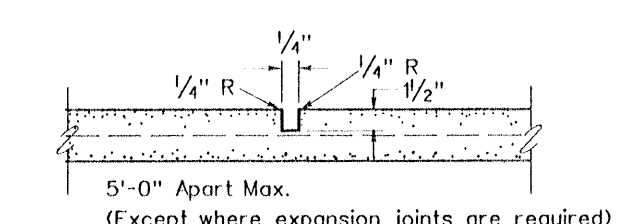
BIKE PATH DETAIL
NOT TO SCALE



WALK SECTION

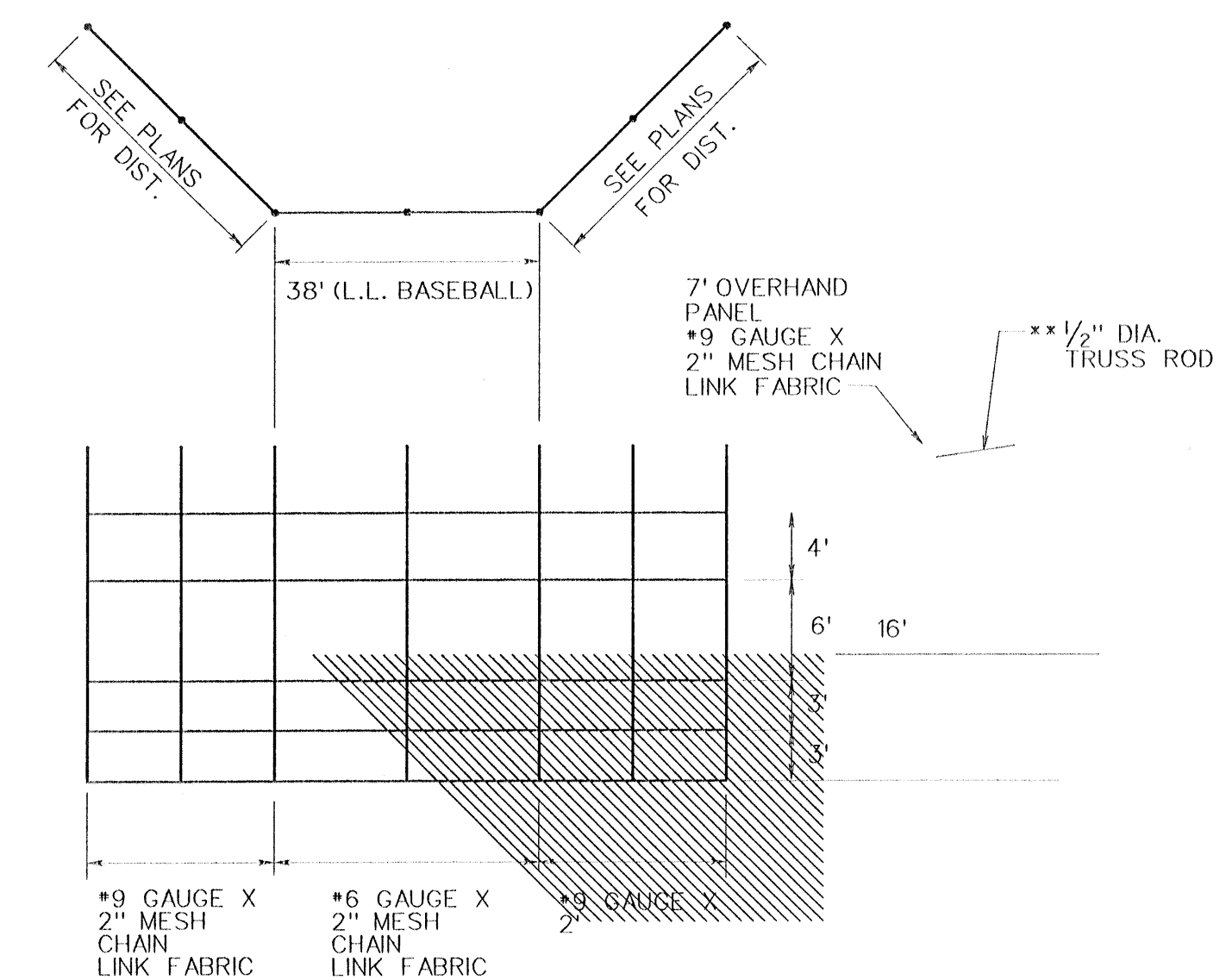


EXPANSION JOINT



CONTRACTION JOINT

SIDEWALK DETAIL NOT TO SCALE



SOFTBALL BACKSTOP DETAIL

Bar is one from an original drawing. If not, adjust scale accordingly. While on the part, it is not to be used on any other project and is to be returned upon request.

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BASKERVILLE-DONOVAN, INC.
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SCALE: AS SHOWN
DESIGNED: []
DRAWN: []
CHECKED: []
DATE: SEPT 97
NOT RELEASED FOR CONSTRUCTION BY DATE

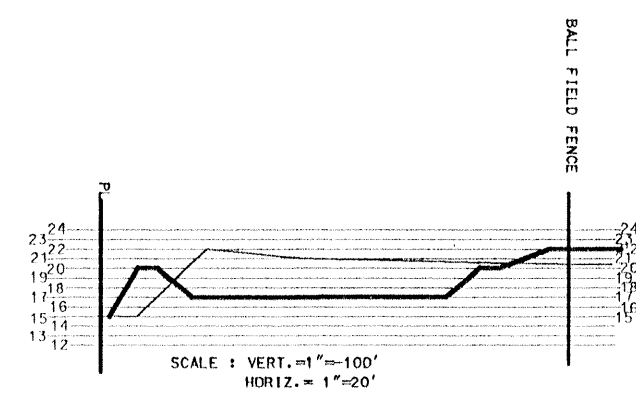
SITE DETAILS

DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO. 11232.01
INDEX OF SHT.

C8

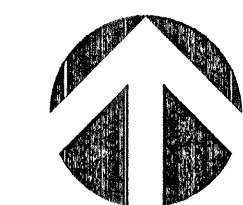
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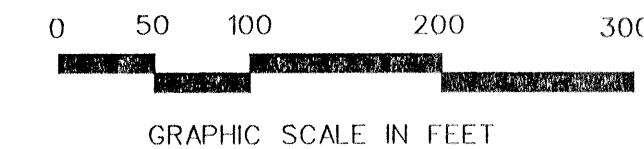
----- BASIN DIVIDES
----- BASIN LIMITS

TOTAL AREA
WEST BASIN 1216633 SF
EAST BASIN 360652 SF

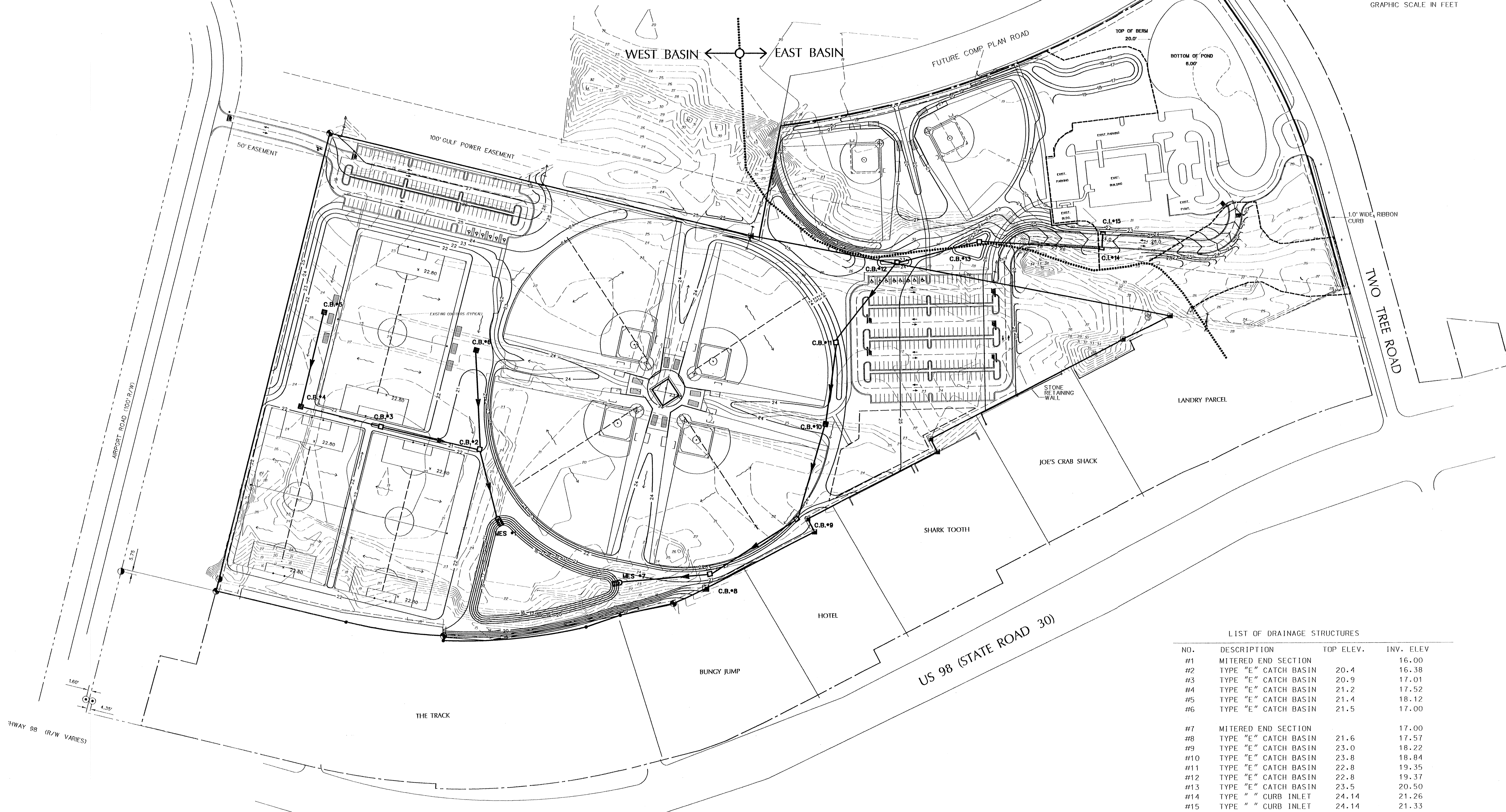
NORTH



SCALE: 1"=100'



WEST BASIN ← → EAST BASIN



LIST OF DRAINAGE STRUCTURES

NO.	DESCRIPTION	TOP ELEV.	INV. ELEV.
#1	MITERED END SECTION		16.00
#2	TYPE "E" CATCH BASIN	20.4	16.38
#3	TYPE "E" CATCH BASIN	20.9	17.01
#4	TYPE "E" CATCH BASIN	21.2	17.52
#5	TYPE "E" CATCH BASIN	21.4	18.12
#6	TYPE "E" CATCH BASIN	21.5	17.00
#7	MITERED END SECTION		17.00
#8	TYPE "E" CATCH BASIN	21.6	17.57
#9	TYPE "E" CATCH BASIN	23.0	18.22
#10	TYPE "E" CATCH BASIN	23.8	18.84
#11	TYPE "E" CATCH BASIN	22.8	19.35
#12	TYPE "E" CATCH BASIN	22.8	19.37
#13	TYPE "E" CATCH BASIN	23.5	20.50
#14	TYPE " " CURB INLET	24.14	21.26
#15	TYPE " " CURB INLET	24.14	21.33

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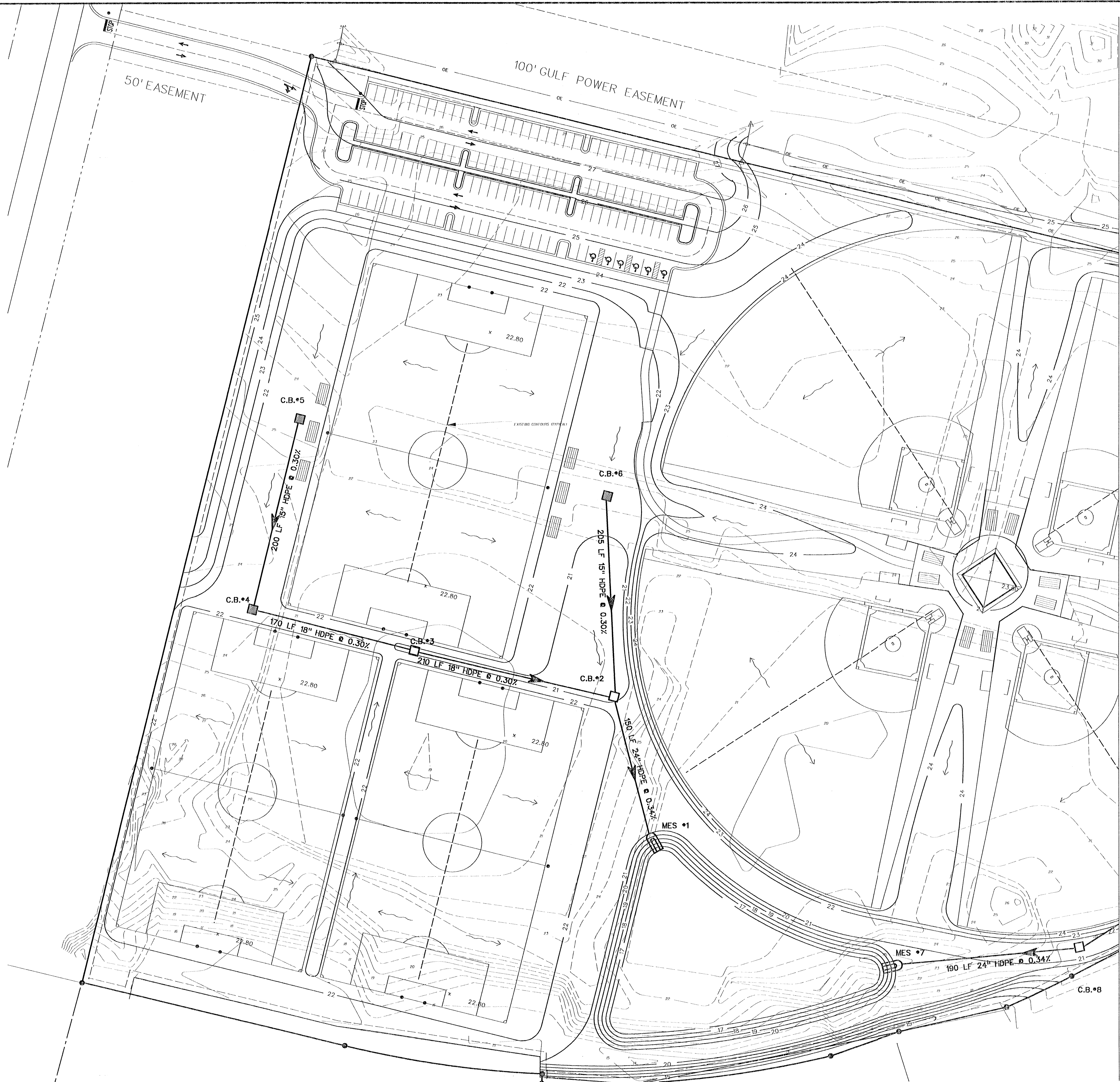
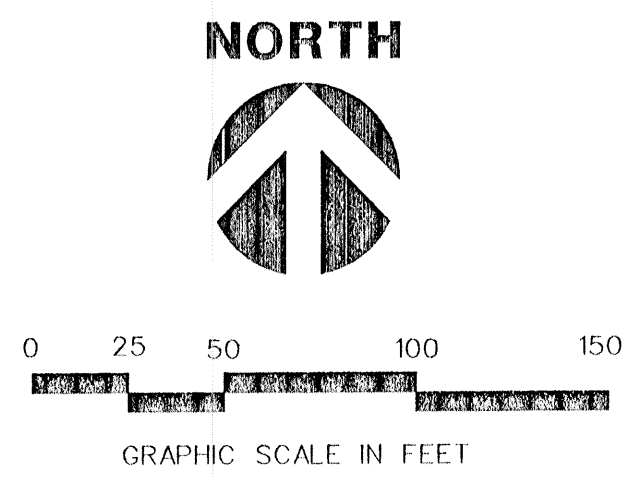
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DESIGNED: [] DRAWN: [] CHECKED: [] DATE: SEPT 97
NOT RELEASED FOR CONSTRUCTION DATE

MASTER GRADING PLAN

DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO. 11232.01
INDEX OF C9
NO. OF SHT.

11232.01 (12/22/01) (12/22/01) 40" 13, 1998 11:13:29



MATCH LINE SEE SHEET G2

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SCALE	DESIGNED	DRAWN	CHECKED	DATE
1"=50'				SEPT 97

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GRADING PLAN #1

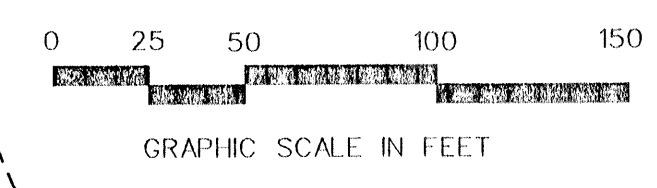
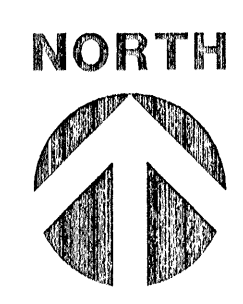
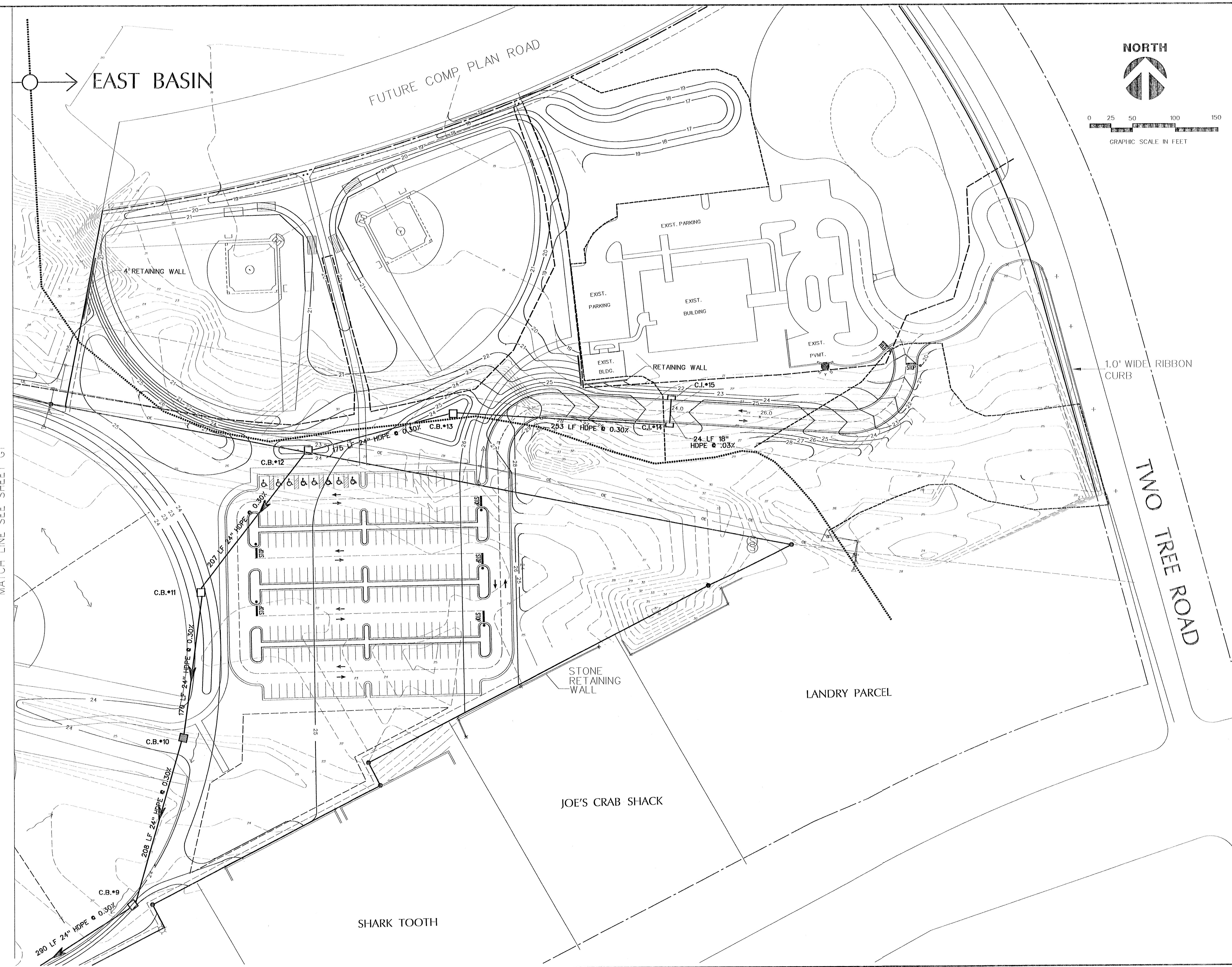
DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO.	NO.
11232.01	C10
INDEX	OF SHT.

REVISION

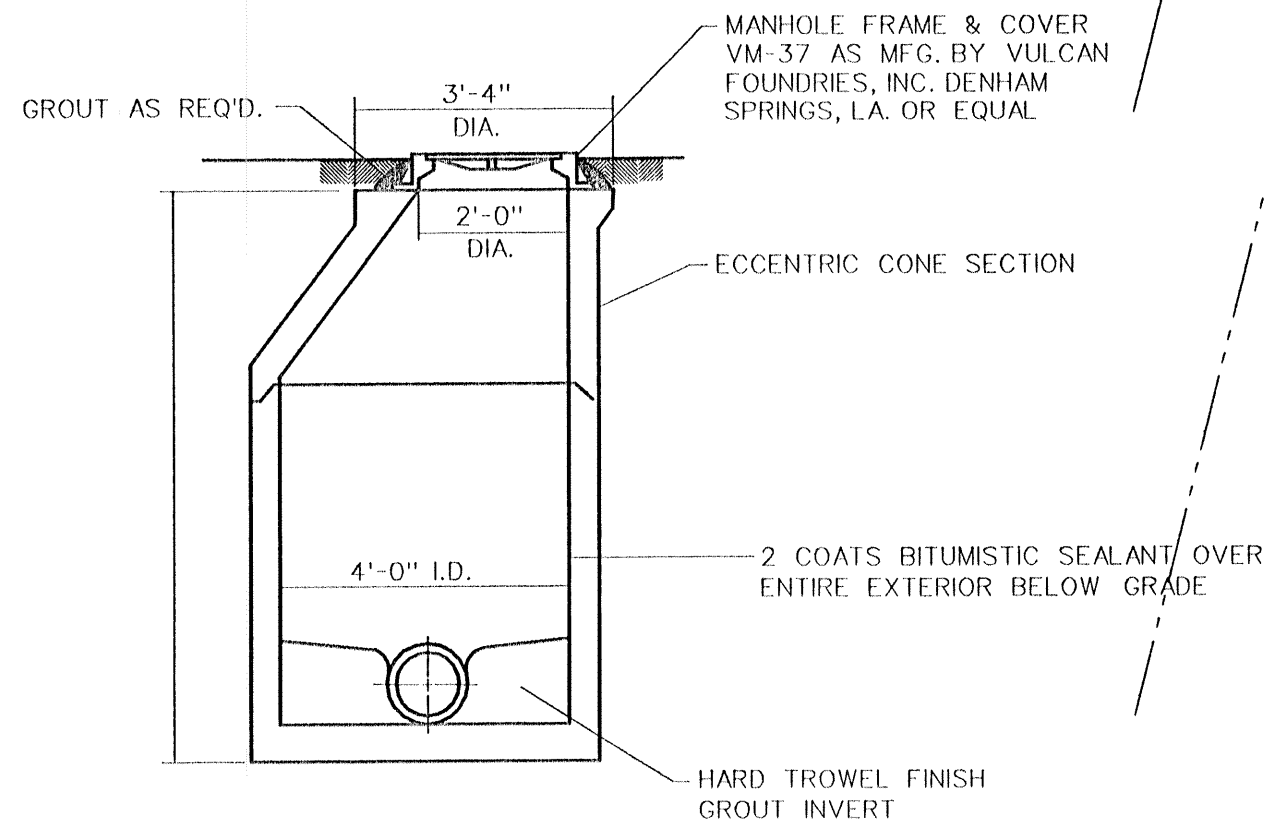
NO. DATE APPR.

11232.01-11232.01-10-10-13, 1998 07:28:42



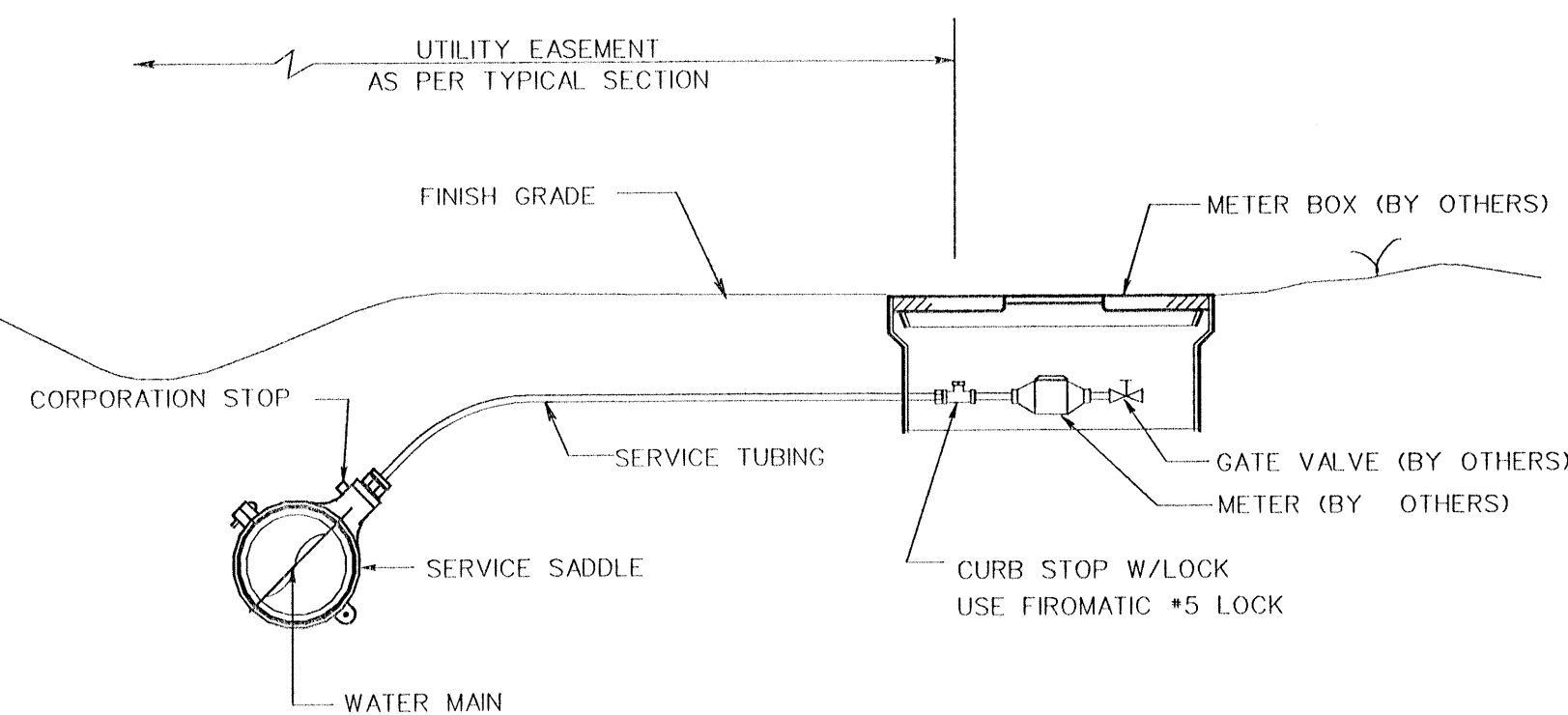
PROJECT NO.		NO.	
11232.01		C11	
INDEX		OF	
		SHT.	
GRADING PLAN #2			
DESTIN SPORTS COMPLEX - CITY OF DESTIN			
			
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SCALE 1"=50'	DESIGNED	DRAWN	CHECKED
			DATE
			SEPT 97
NOT RELEASED FOR CONSTRUCTION BY DATE			
		NO.	DATE

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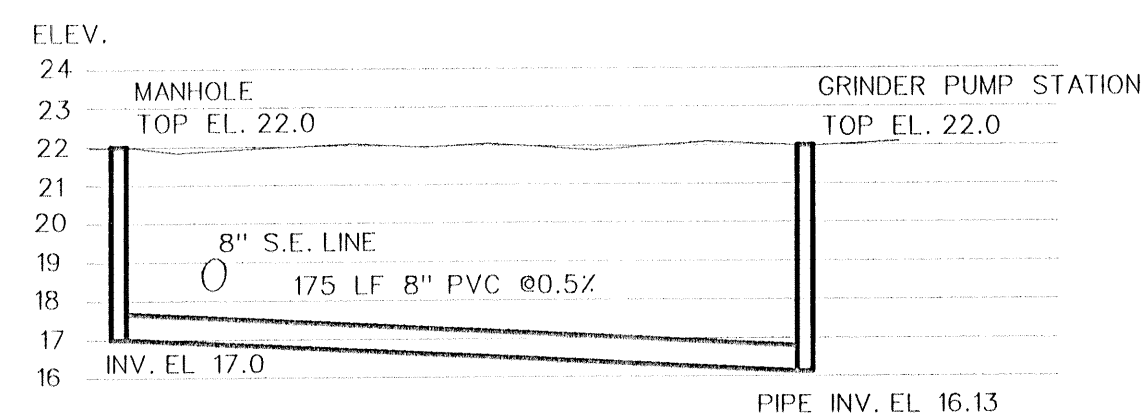
**SECTION
MANHOLE**

NOT TO SCALE



TYPICAL WATER SERVICE CONNECTION

NOT TO SCALE



SCALE:- VERT.: 1"=5'
HORIZ.: 1"=50'

PROFILE OF GRAVITY SEWER LINE

NOTE:

WATER LINE, GRINDER STATION, F.M. & TIES TO EXISTING
ARE IN PHASE I. GRAVITY SEWER, GREASE TRAP IN PHASE II.

WET TAP 12" WM W/ 2x12
TAPPING SLEEVE & VALVE
SEE METER SERVICES
DETAIL

WET TAP 12" FM
W/2x12 TAPPING SLEEVE
& VALVE

2" PVC F.M.
GRINDER PUMP STATION
TOP EL. 22 (SEE DETAIL)

2" WATER SERVICE (PHASE I)
175 LF 8" PVC @ 0.5%

MANHOLE
TOP EL. 22
INV. EL. 17

GREASE INTERCEPTOR
PER 100-6 (HEALTH DEPT.)
CRITERIA TIED TO KITCHEN LINE

6" SERVICE (TYP)

REVISION

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**BASKERVILLE-
DONOVAN, INC.**

ENGINEERS ARCHITECTS SURVEYORS

SCALE 1"=50' DESIGNED DRAWN CHECKED RET. DATE SEPT 97

NOT RELEASED FOR CONSTRUCTION DATE

UTILITY PLAN

DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO.

11232.01

INDEX

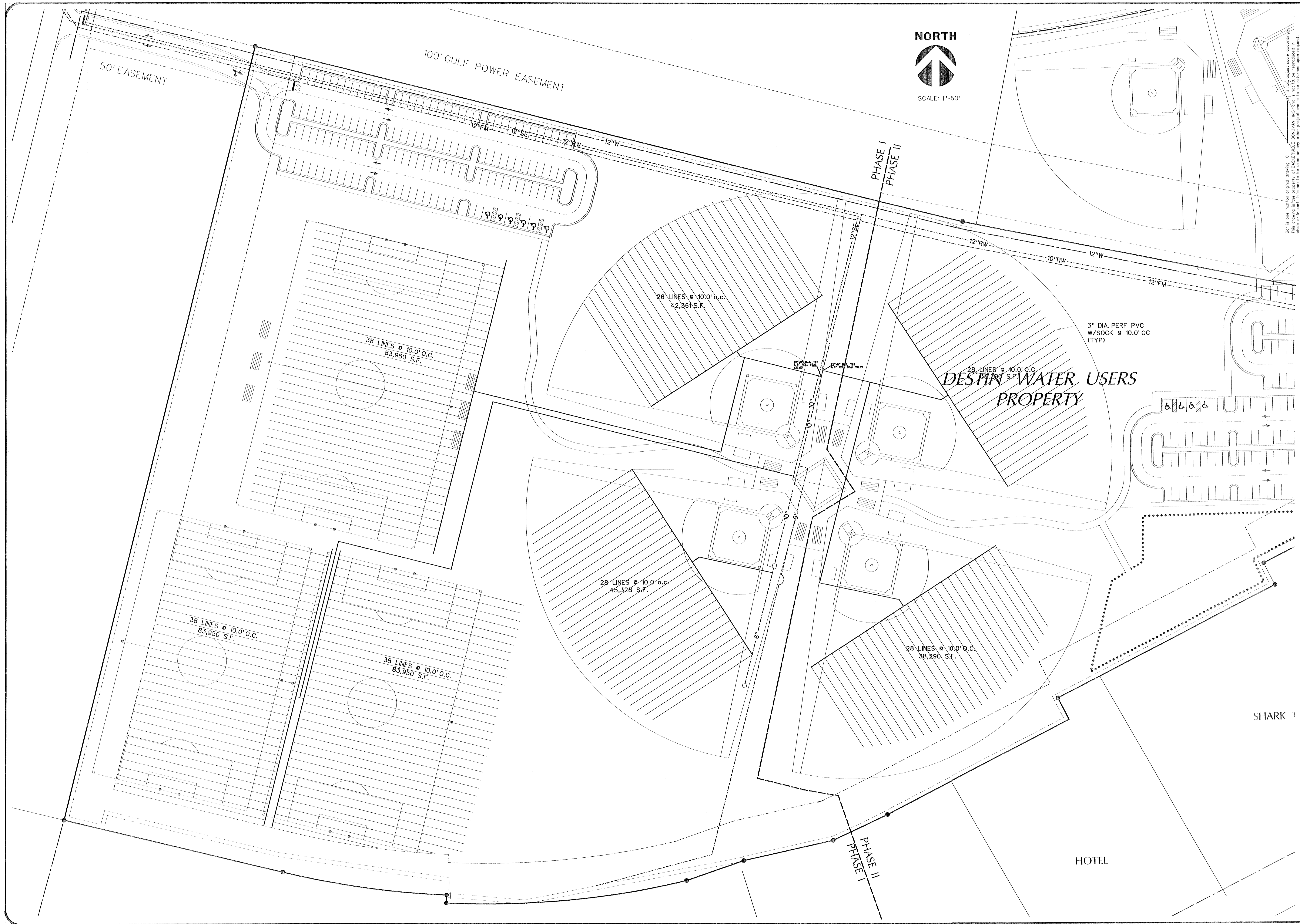
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OF

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BASKERVILLE- DONOVAN, INC. ENGINEERS ■ ARCHITECTS ■ SURVEYORS <table><tr><td>SCALE</td><td>DESIGNED</td><td>DRAWN</td><td>CHECKED</td><td>DATE</td></tr><tr><td></td><td>1"=50'</td><td></td><td>RET</td><td>SEPT 97</td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></t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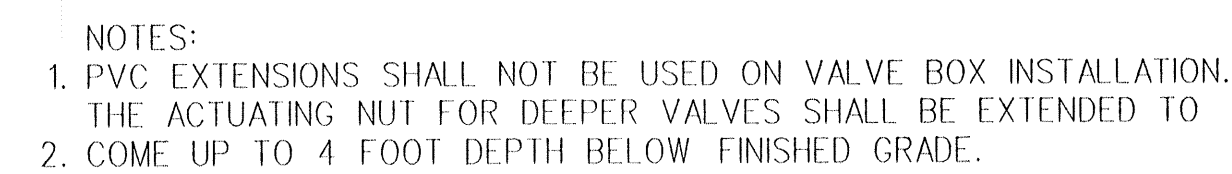


Diagram illustrating the connection of a drip tube to a header. The header is labeled "HEADER WITH (SIZE VARIES) 1/2" REDUCING TEE W/ 1/2" NPT THREADS (TYP)". The drip tube is labeled "DRIP TUBE 0.55" I.D. 1 GPH @ 2.5 O.C. MAX. LOADING OF FIELD= 1.5 GPD/SF (TYP)". The distance between the header and the drip tube is indicated as "10" - 12"."

	CAP OR TEE	90° BEND	45° BEND	22.5° BEND
2"	1.0 S.F.	1.0 S.F.	1.0 S.F.	
3"	1.3 S.F.	1.8 S.F.	1.0 S.F.	
4"	2.6 S.F.	3.7 S.F.	1.8 S.F.	1.0 S.F.
6"	4.8 S.F.	6.8 S.F.	3.7 S.F.	1.9 S.F.
8"	8.1 S.F.	11.4 S.F.	6.2 S.F.	3.2 S.F.
10"	11.7 S.F.	16.5 S.F.	8.9 S.F.	4.6 S.F.

Bar is one inch on original drawing 0 _____" if not, adjust scale accordingly.

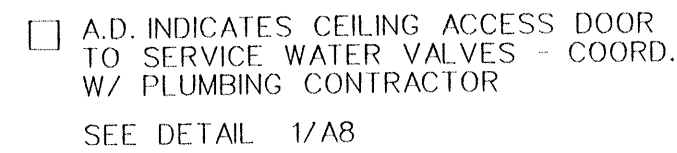
SCALE	DESIGNED	DRAWN	CHECKED	DATE
	RET			SEPT 97

NOT RELEASED FOR CONSTRUCTION BY DATE

REUSE DETAILS

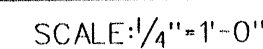
DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO.	NO.
11232.01	R4
INDEX	OF SHT.



SCALE: $\frac{1}{4}" = 1' - 0"$

SEE TOILET ROOM ACCESSORIES PLAN
(SHEET A2 FOR SLAB EXPANSION &
CONTROL JOINT LOCATIONS)



Bar is one inch on original drawing 0 ———— 1" If not, adjust scale accordingly.
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any form without the written consent of Baskerville Donovan, Inc. If returned, please request

[illegible]
**BASKERVILLE-
DONOVAN, INC.**

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1/4"=1'-0"	RWB		RET	SEPT 97

ENGINEERS ■ ARCHITECTS ■ SURVEYORS

NOT RELEASED FOR CONSTRUCTION BY

DESTIN SPORTS COMPLEX - CITY OF DESTIN

CONCESSION BLDG. - FLOOR PLANS

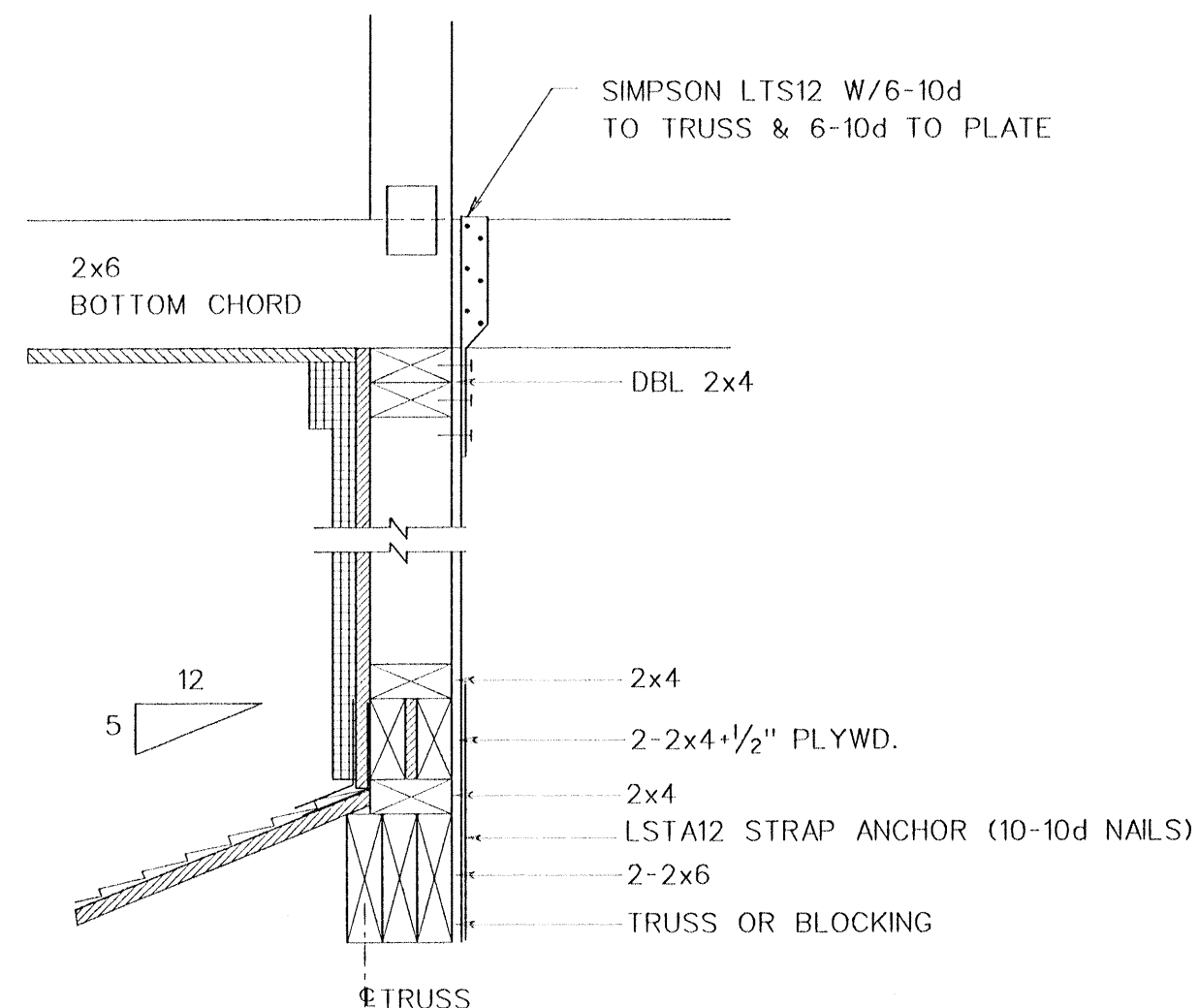
PROJECT NO.	NO.
11232.01	A1
INDEX	OF SHT

14/03/1999 04:00:00 1999-03-16 14:16:00

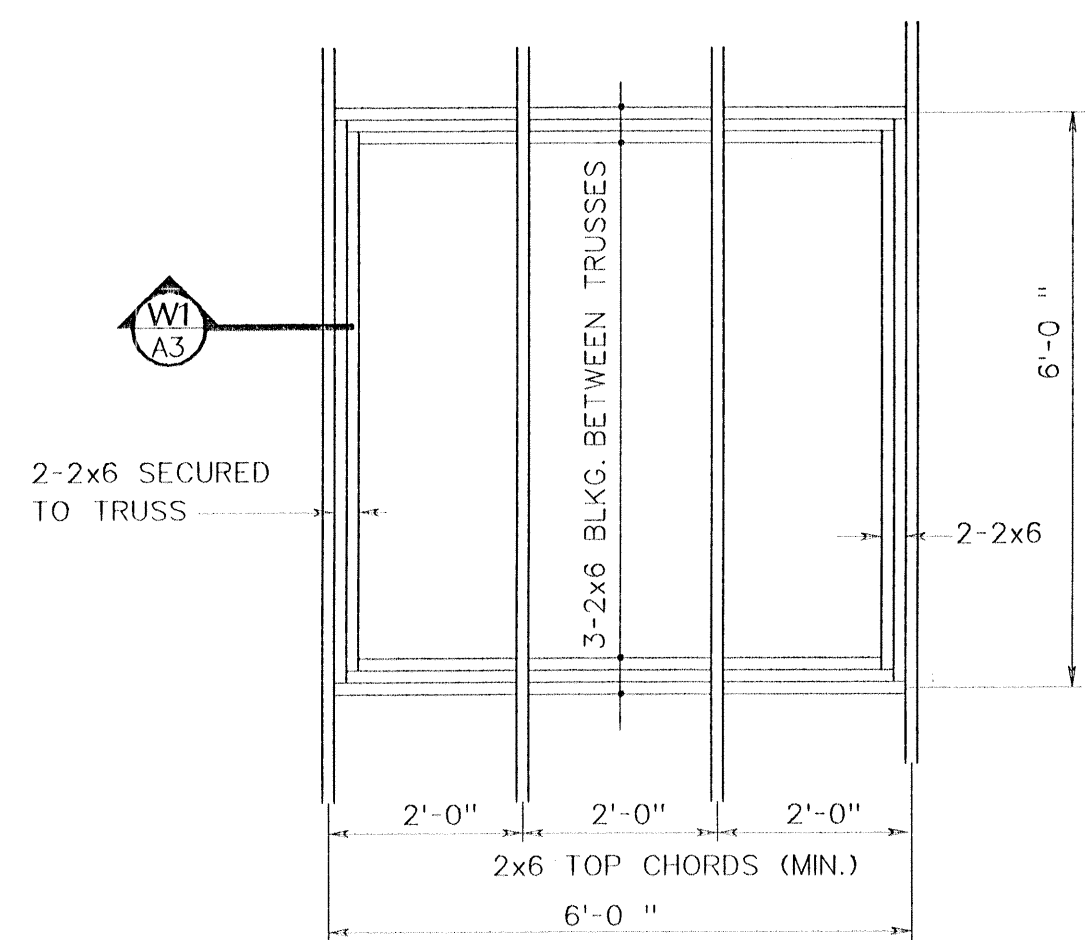


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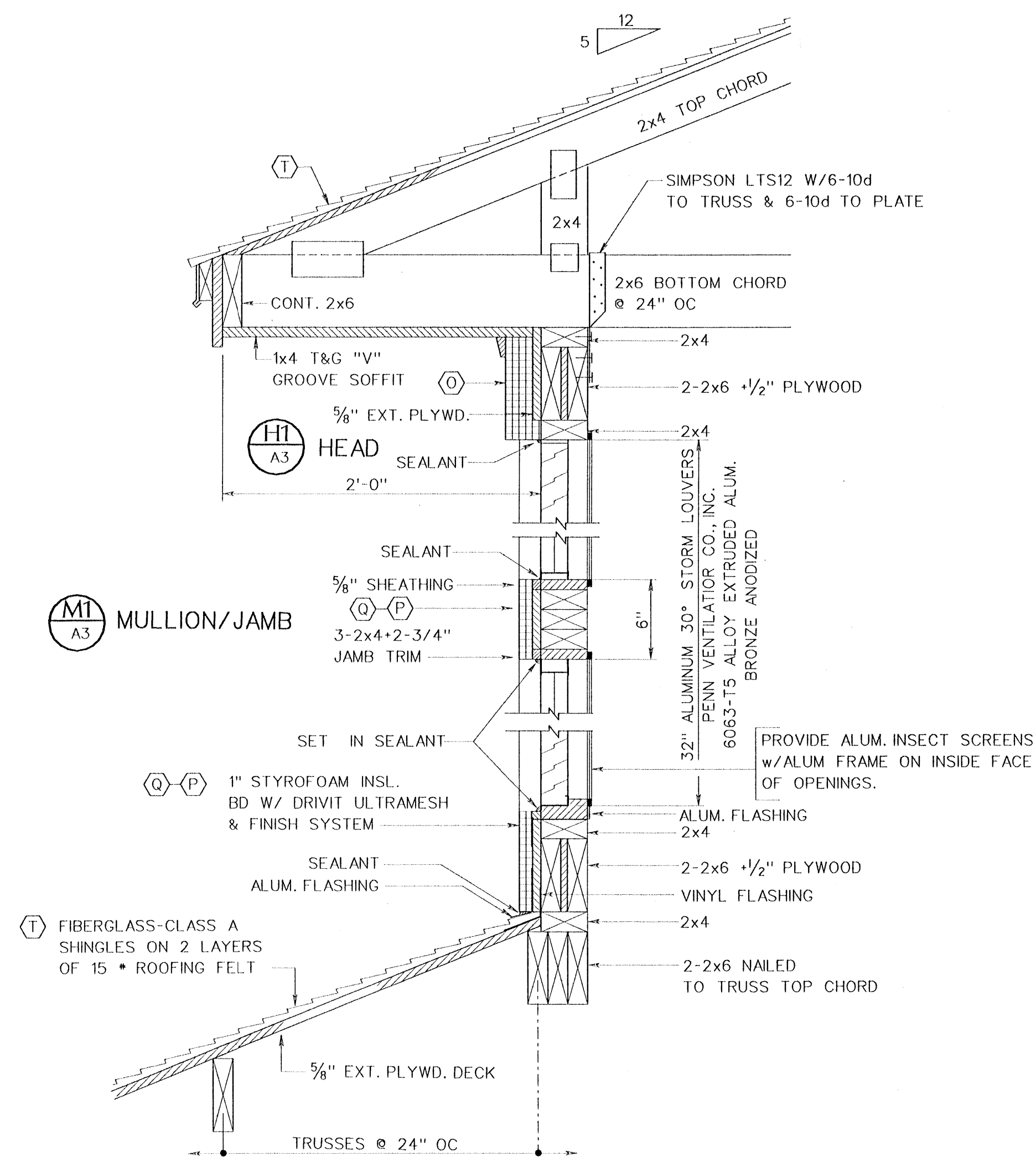
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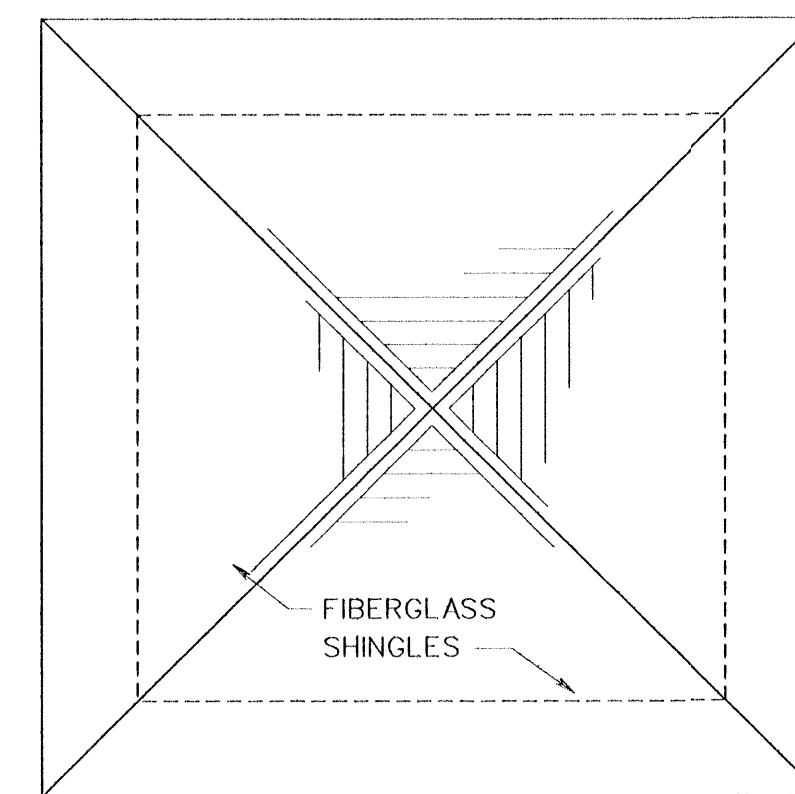
W1
A3
WALL SECTION
SCALE: 1/2" = 1'-0"



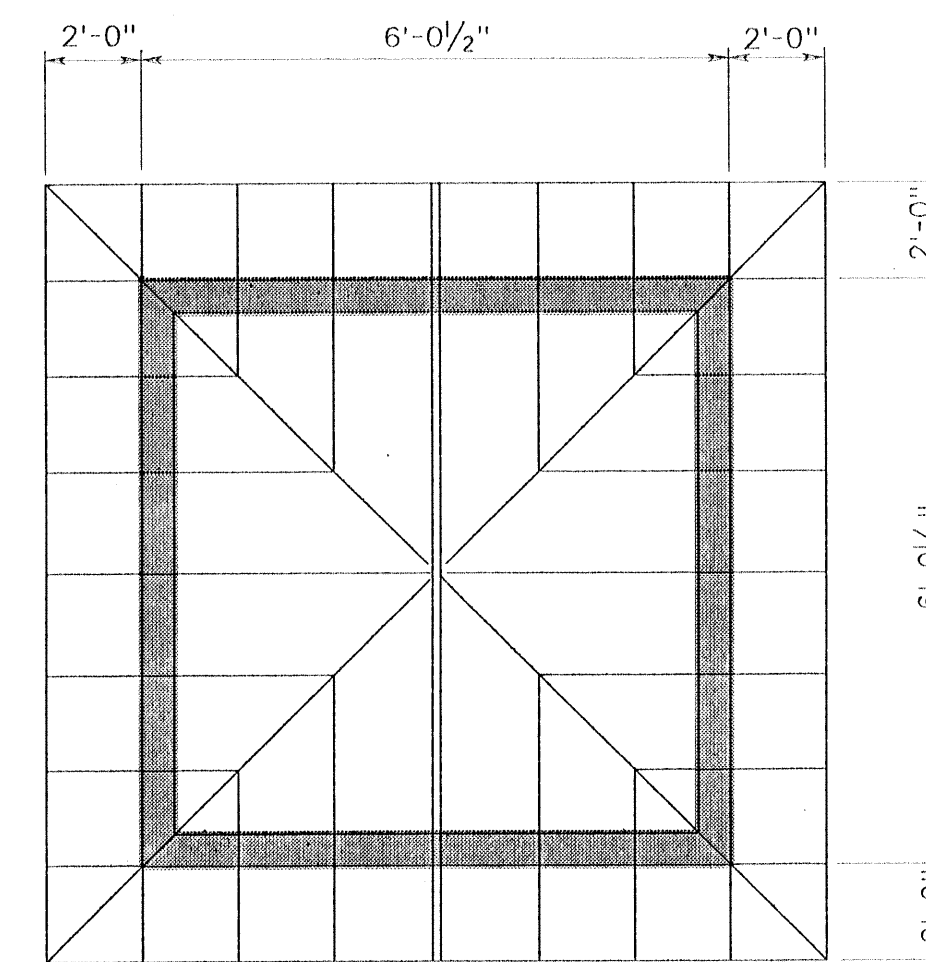
W2
A3
WALL FRAMING PLAN
SCALE: 1/2" = 1'-0"



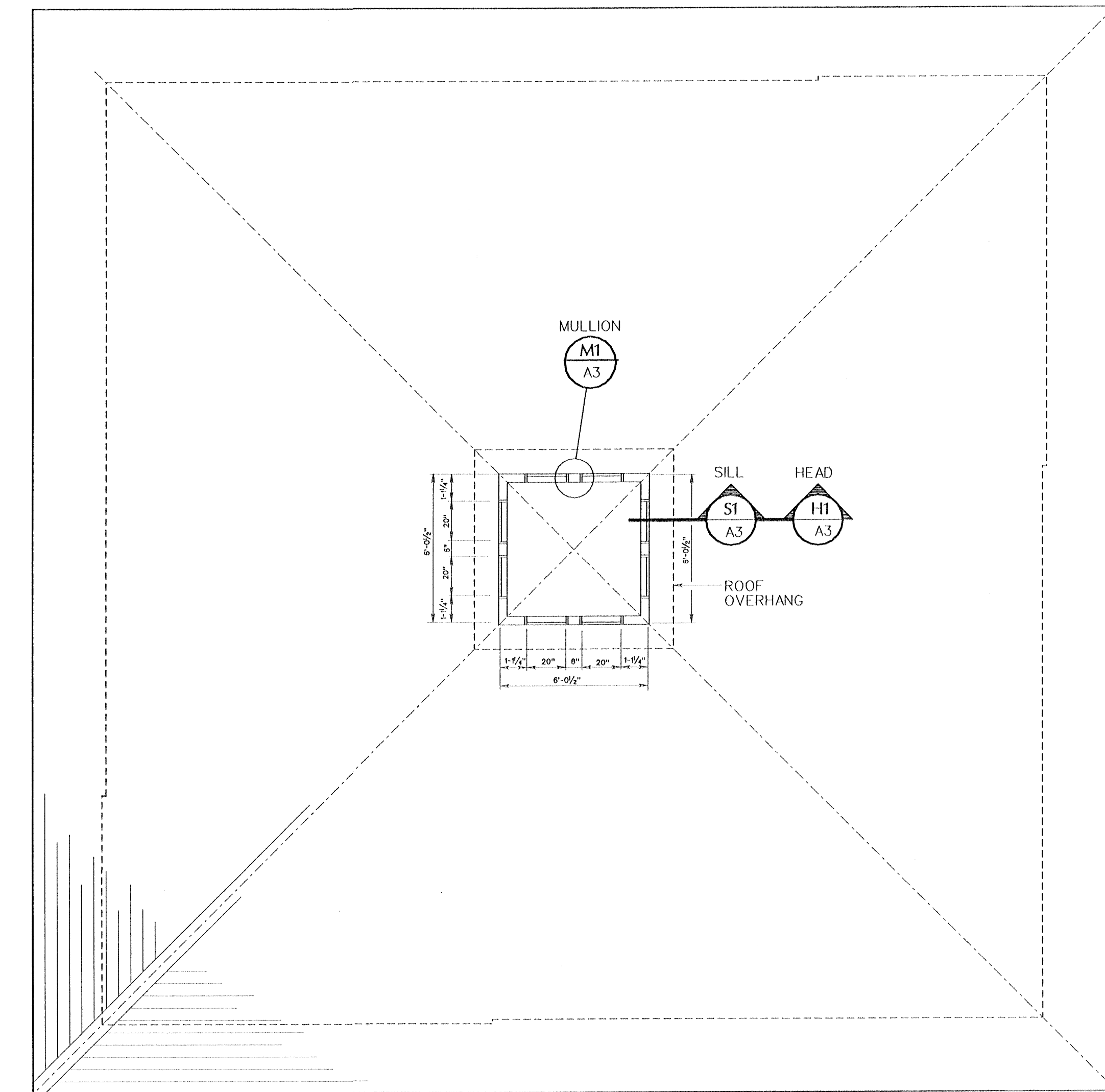
S1
A3
SILL
SCALE: 1/2" = 1'-0"



R2
A3
PENTHOUSE ROOF PLAN
SCALE: 1/2" = 1'-0"



R1
A3
PENTHOUSE ROOF FRAMING PLAN
SCALE: 1/2" = 1'-0"



2
A3
ROOF PLAN
SCALE: 1/4" = 1'-0"



1
A3
PENTHOUSE DETAILS
SCALE: AS SHOWN

Bar is one inch on original drawing. If not, adjust scale accordingly.
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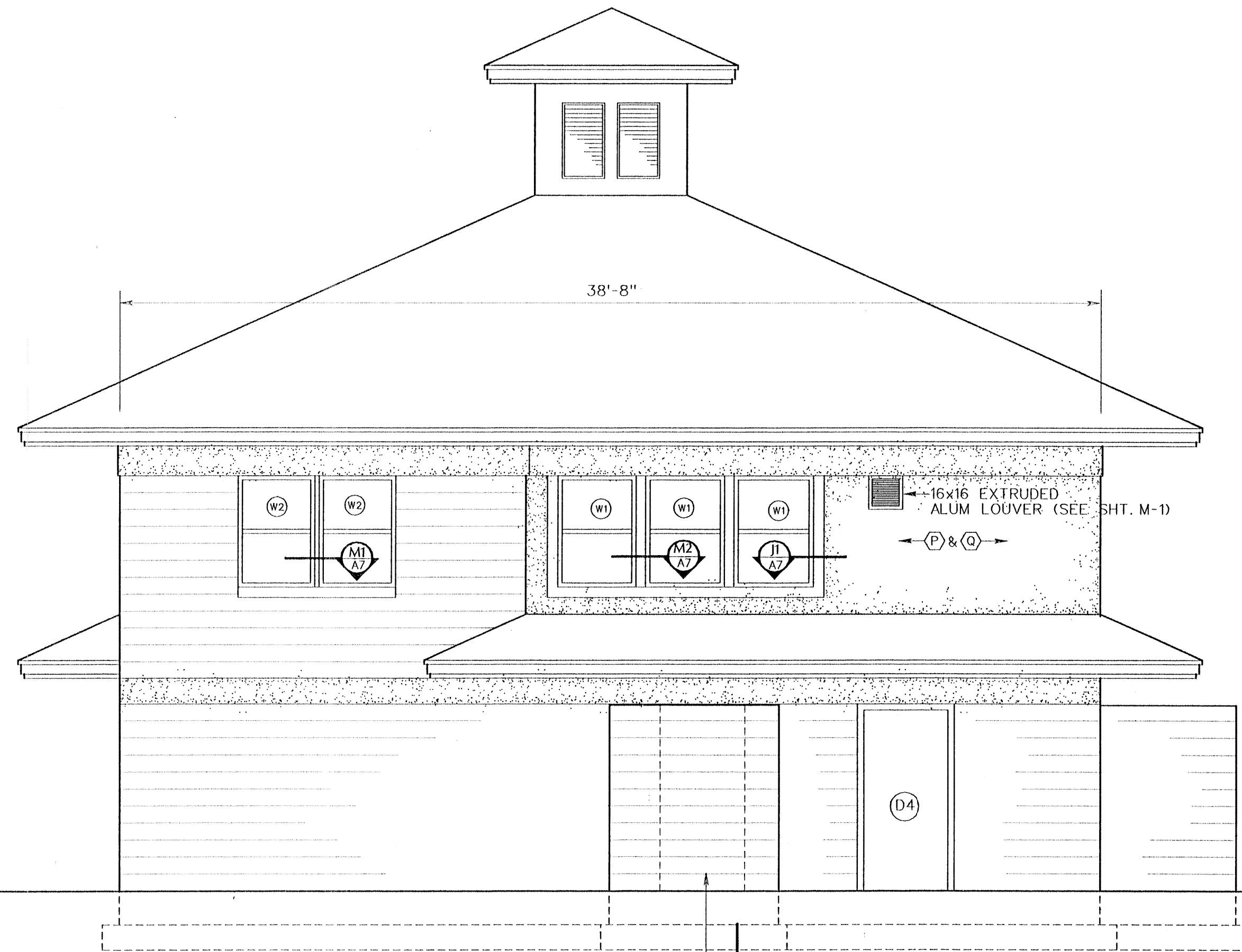
REVISION

NO. DATE APPR.

BASKERVILLE-DONOVAN, INC.
ENGINEERS - ARCHITECTS - SURVEYORS
SCALE: 1/4" = 1'-0"
DESIGNED: RWB
DRAWN: RWB
CHECKED: RET
DATE: SEPT 97
NOT RELEASED FOR CONSTRUCTION DATE

CONCESSION BLDG.
ROOF PLAN & PENTHOUSE DETAILS
DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO. 11232.01
INDEX OF A3
SHT.

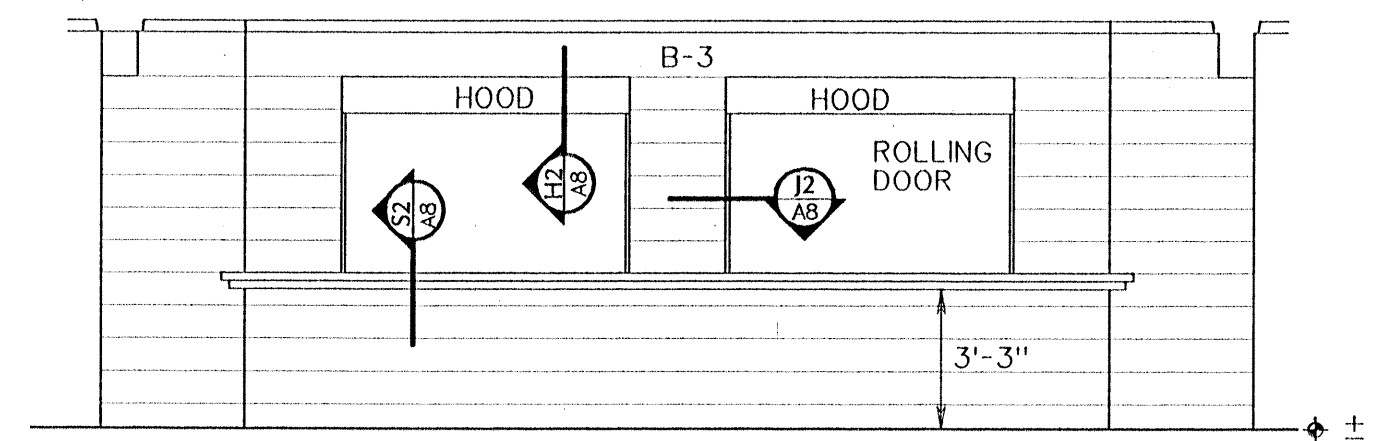


1
A4
SOUTHEAST ELEVATION
SCALE: 1/4" = 1'-0"

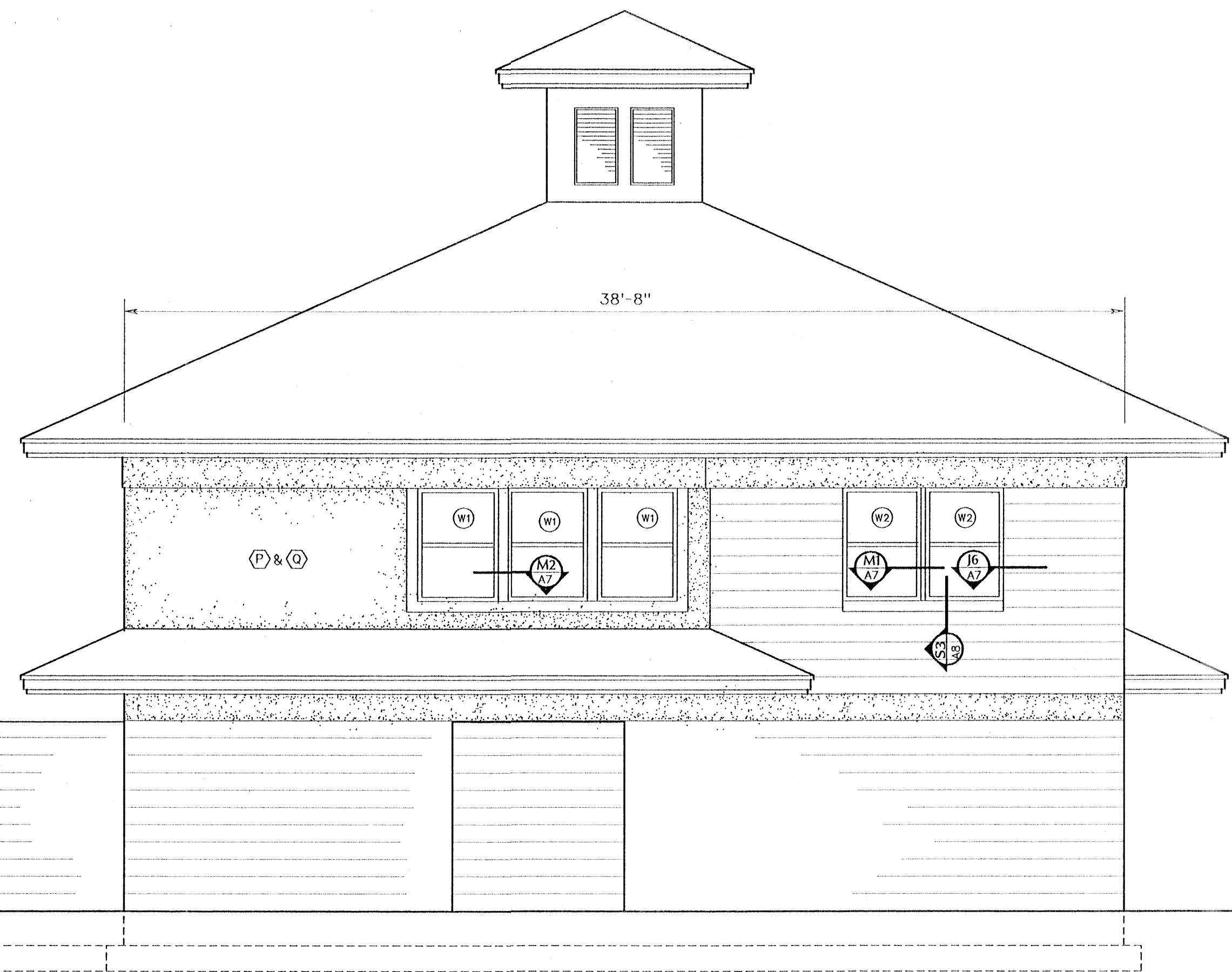
D.3 BEHIND
SCREEN WALL



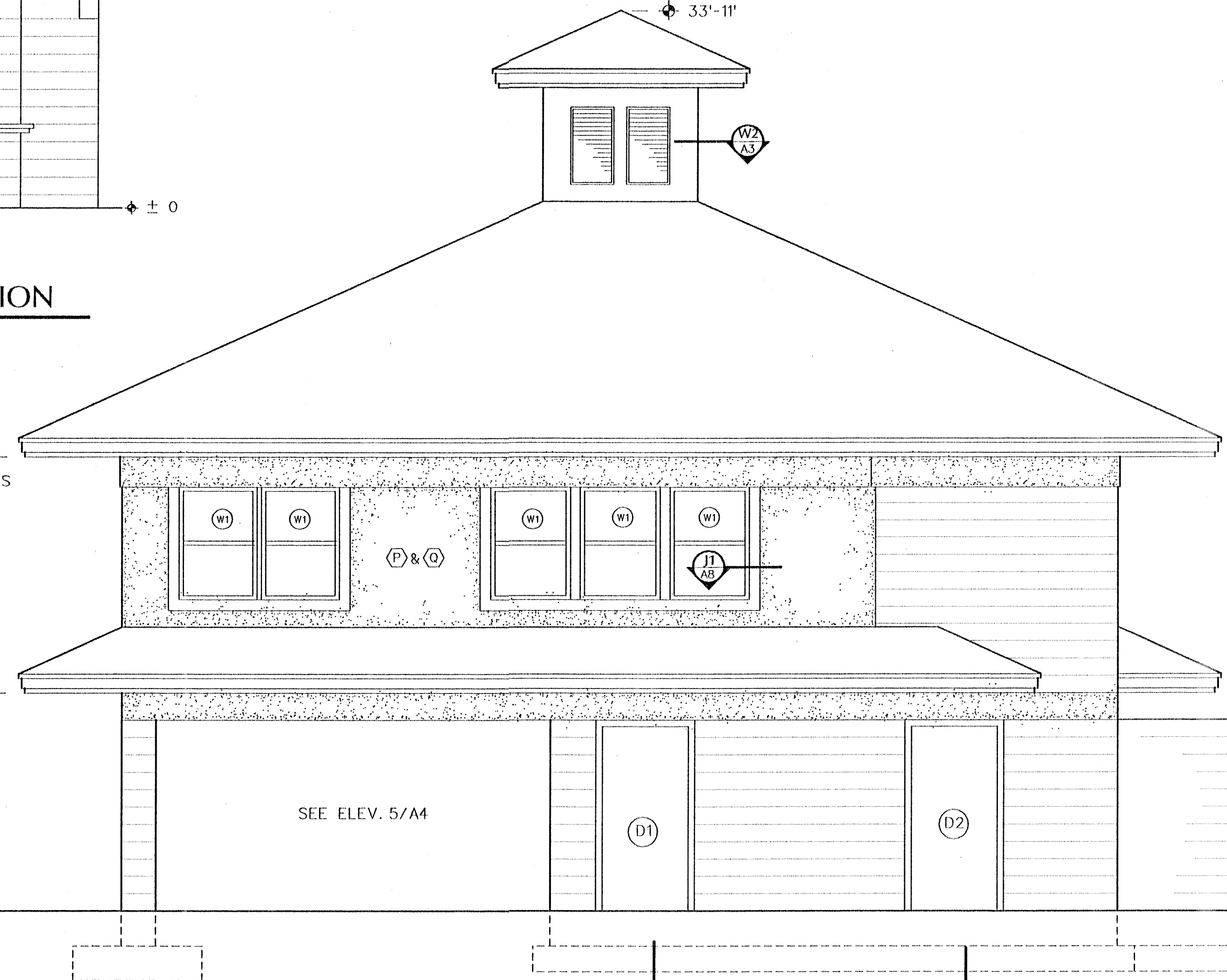
3
A4
NORTHWEST ELEVATION
SCALE: 1/4" = 1'-0"



5
A4
SERVICE AREA 100 ELEVATION
SCALE: 1/4" = 1'-0"



2
A4
NORTHEAST ELEVATION
SCALE: 1/4" = 1'-0"



4
A4
SOUTHWEST ELEVATION
SCALE: 1/4" = 1'-0"



± 7'-4"
± 0
± 3'-3"
± 17'-9 1/2"
TOP OF TRUSS
SECOND FLOOR +9'-5"
TOP OF BEAM +8'-4"

Bar is one inch on original drawing. If not, adjust scale accordingly. BASKERVILLE-DONOVAN, INC. is not responsible for any errors or omissions in this drawing or in any other project and is to be returned upon request.

REVISION

NO. DATE APPR.

BASKERVILLE-DONOVAN, INC.
ENGINEERS ■ ARCHITECTS ■ SURVEYORS
SCALE: 1/4" = 1'-0"
DESIGNED: [] DRAWN: [] CHECKED: [] RET: []
DATE: [] DATE: []
NOT RELEASED FOR CONSTRUCTION

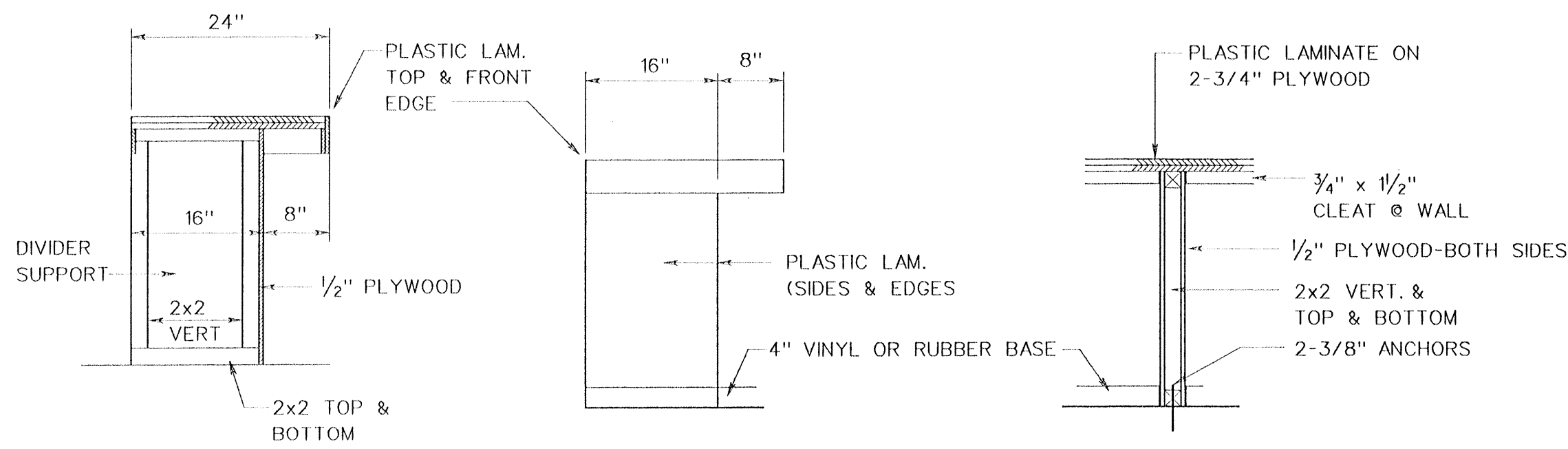
CONCESSION BLDG. - ELEVATIONS

DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO. 11232.01
INDEX OF SHEET

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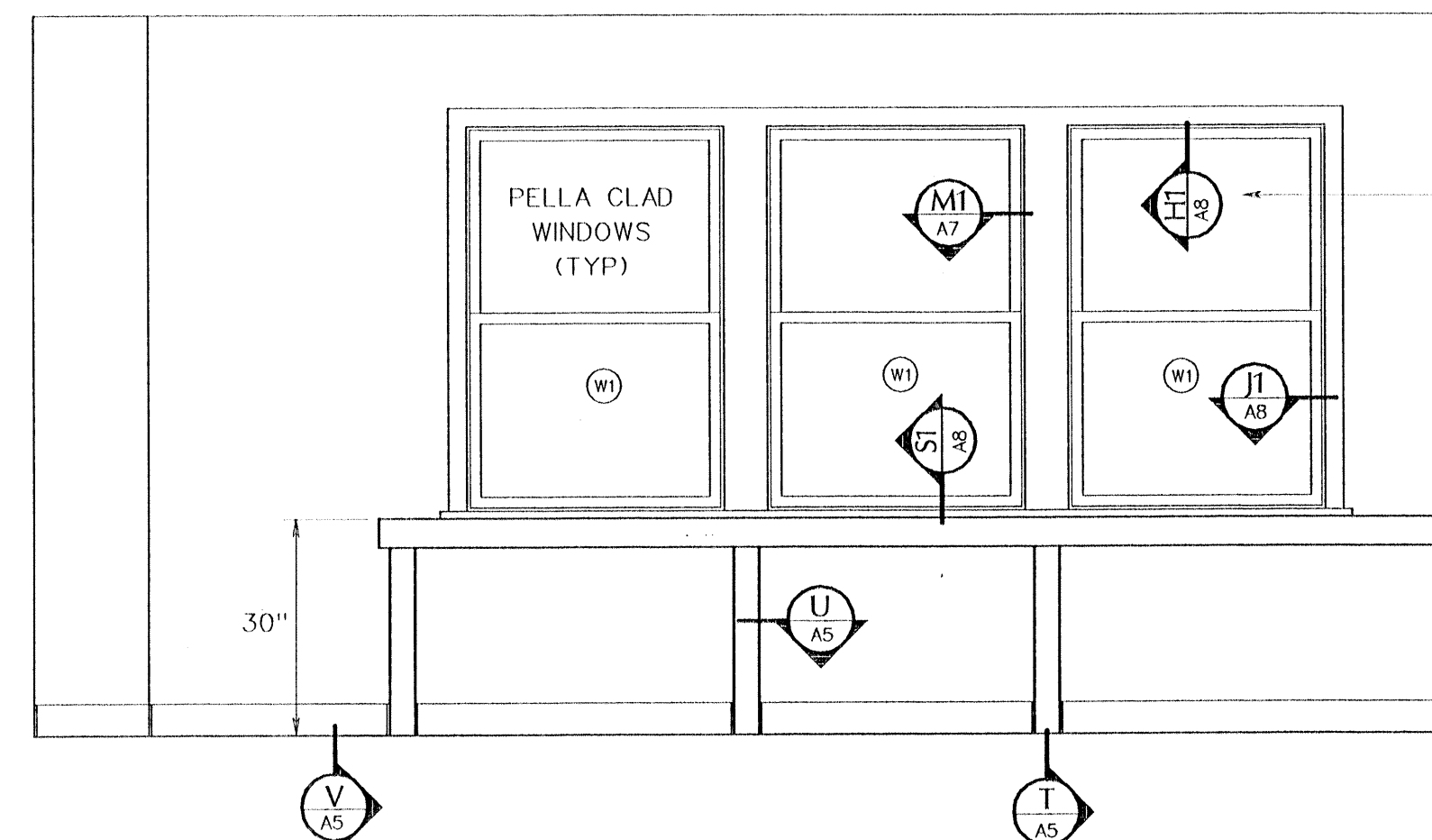
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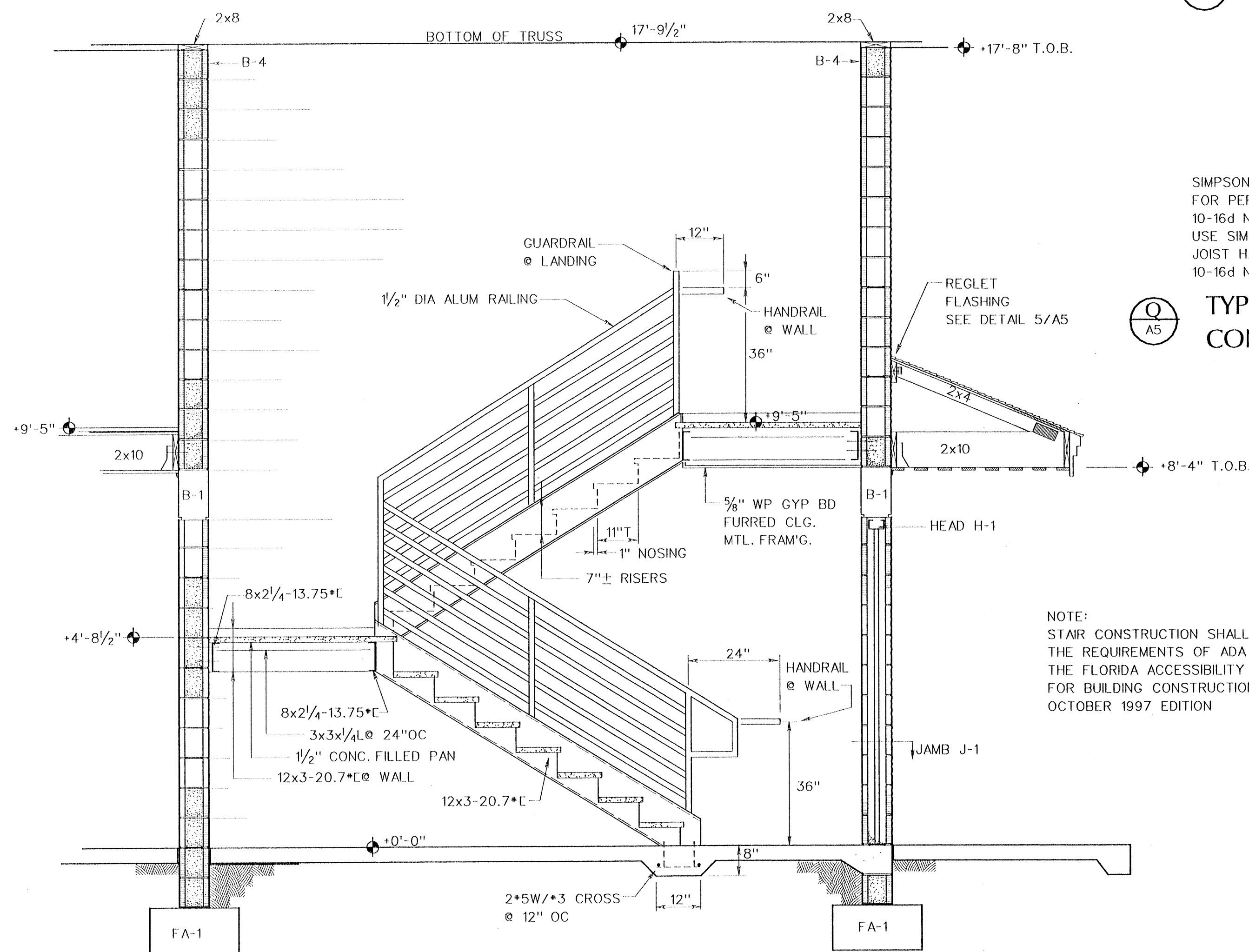
SECTION SCALE: 1/2"=1'-0"

ELEVATION SCALE: 1/2"=1'-0"

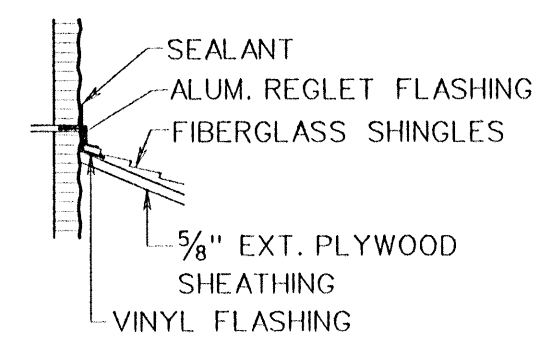
SECTION SCALE: 1/2"=1'-0"



WALL ELEVATION SCALE: 1/2"=1'-0" ELEVATION X, Y & Z SIMILAR



SECTION THRU STAIRS SCALE: 1/2"=1'-0"

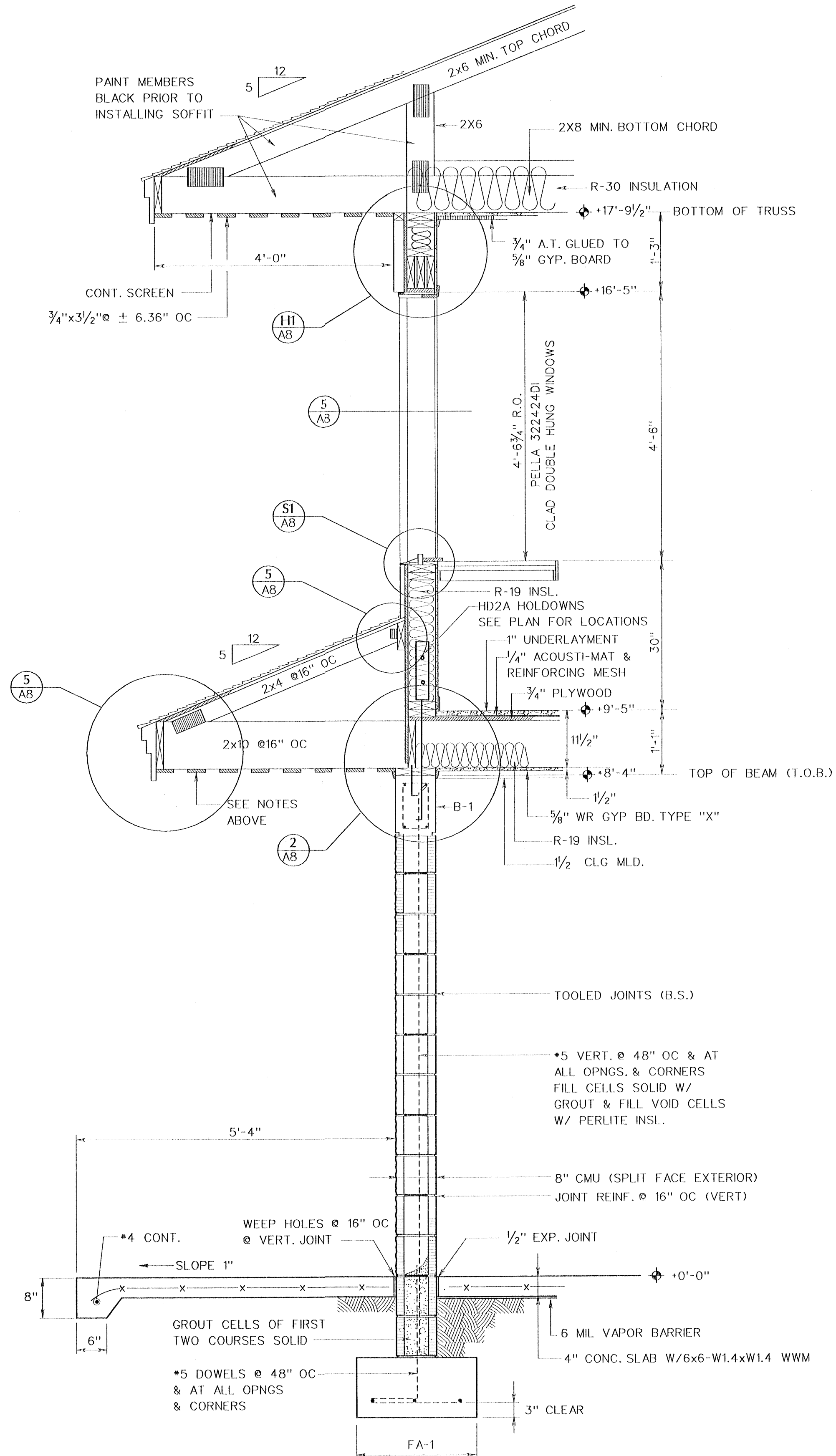


DETAIL

SIMPSON U210 JOIST HANGERS FOR PERPENDICULAR CONDITIONS 10-16d NAILS USE SIMPSON SUR210 SKEWED JOIST HANGERS FOR 45° CONDITIONS 10-16d NAILS

TYPICAL JOIST CONNECTION

NOTE: STAIR CONSTRUCTION SHALL MEET THE REQUIREMENTS OF ADA AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION OCTOBER 1997 EDITION



WALL SECTION SCALE: 3/4"=1'-0"

**BASKERVILLE-
DONOVAN, INC.**
ENGINEERS ■ ARCHITECTS ■ SURVEYORS

CONCESSION BLDG.
DETAILS
DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO. 11232.01
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FINISH SCHEDULE LEGEND – CONCESSION FACILITY

FINISH DESIGNATION	SUBSTRATE	FINISH	COLOR CODE	REMARKS
FLOORS:				
FF-1	CONCRETE	CLEAR SEALER	CLEAR	
FF-2	CEMENTITIOUS UNDERLAYMENT	VINYL COMPOSITION TILE	NOTE A	
BASE:				
BF-1	CONCRETE MASONRY	SATIN ENAMEL PAINT	NOTE A	
BF-2	GYPSUM BOARD OR CONCRETE MASONRY	VINYL OR RUBBER	NOTE A	
WAINSCOT:				
WALLS:				
WF-1	CONCRETE MASONRY	SATIN ENAMEL PAINT	NOTE A	
WF-2	5/8" GYPSUM BOARD	LATEX PAINT	NOTE A	
CEILING:				
CF-1	WP GYPSUM BOARD 5/8" TYPE "X"	SATIN ENAMEL PAINT	NOTE A	
CF-2	5/8" GYPSUM BOARD	12"x12" ACOUSTIC TILE ADHESIVE APPLIED	NOTE A	
CF-3	GYPSUM BOARD 5/8" TYPE "X"	LATEX PAINT	NOTE A	
CF-4	WOOD	HOUSE PAINT	NOTE A	
CF-5	5/8" GYPSUM BOARD	LATEX PAINT	NOTE A	
FINISH NOTES:				
A – COLOR TO BE SELECTED BY OWNER.				

DOOR SCHEDULE – CONCESSION FACILITY

DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR			DOOR		
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DOOR SCHEDULE NOTES:

- A – ALL WOOD DOORS SHALL BE SOLID CORE.
B – BOTTOM OF TOILET COMPARTMENT DOORS SHALL BE SET AT 6" ABOVE FLOOR LINE.
C – DOORS TO BE STAINED SHALL HAVE A BIRCH OR ASH VENEER.
D – STAIN FINISH SHALL INCLUDE 1-COAT OF STAIN PLUS 2-COATS OF LOW-LUSTER POLYURETHANE FINISH. SAND BETWEEN FINISH COATS
E – STAIN AND SEAL ALL EDGES OF BIRCH OR ASH DOORS – PAINT EDGES OF ALL OTHER DOORS.

F – F'GL INDICATES FIBERGLASS DOORS & FRAMES.
(CHEM-PRUF DOOR CO. OR APPROVED EQUAL)

G – GROUT SOLID DOOR FRAMES SET IN MASONRY WALLS.

H – DOOR LOUVERS: PENN VENTILATOR "AIRSTREAM" MODEL
RAH – 6063-T5 ALLOY EXTRUDED ALUMINUM 1-INCH (24"x24")
90-DEGREE CHEVRON HORIZONTAL

I – 1/4-INCH CLEAR TEMPERED PLATE GLASS (24"x36":)

ROOM FINISH SCHEDULE – CONCESSION FACILITY

ROOM/SPACE NUMBER	ROOM/SPACE NAME	FLOOR AREA	FLOOR	BASE	WAINSCOT	WALLS	ROOM/SPACE NUMBER	ROOM/SPACE NAME	CEILING	CEILING HEIGHT	ROOM SIGNAGE	ROOM/SPACE REMARKS
100	SERVICE AREA	137	FF-1	BF-1	-	-	100	SERVICE AREA	CF-4	+ 8'-4"	-	
101	CONCESSION	206	FF-1	BF-1	-	WF-1	101	CONCESSION	CF-1	+ 8'-4"	-	
102	STAIRS	117	FF-1	BF-1	-	WF-1	102	STAIRS	CF-3	-	S-1	
103	WOMEN	168	FF-1	BF-1	-	WF-1	103	WOMEN	CF-1	+ 8'-4"	S-1/S-2	
104	HANDICAP	52	FF-1	BF-1	-	WF-1	104	HANDICAP	CF-1	+ 8'-4"	S-3	
105	ELECTRIC	107	FF-1	BF-1	-	WF-1	105	ELECTRIC	CF-1	+ 8'-4"	S-5	
106	MEN	120	FF-1	BF-1	-	WF-1	106	MEN	CF-1	+ 8'-4"	S-1/S-4	
107	HANDICAP	52	FF-1	BF-1	-	WF-1	107	HANDICAP	CF-1	+ 8'-4"	S-3	
108	STAIR	117	FF-1	BF-1	-	WF-1	108	STAIR	CF-3	-	S-1	
109	STORAGE	64	FF-1	BF-1	-	WF-1	109	STORAGE	CF-1	+ 8'-4"	-	
110	STORAGE	26	FF-1	BF-1	-	WF-1	110	STORAGE	CF-1	+ 8'-4"	-	
201	CLASSROOM	378	FF-2	BF-2	-	WF-1	201	CLASSROOM	CF-2	+ 8'-3"	-	
202	STAIRS	117	FF-1	BF-1	-	WF-1	202	STAIRS	CF-3	+ 8'-3"	S-1	
203	OFFICE	138	FF-2	BF-2	-	WF-2	203	OFFICE	CF-2	+ 8'-3"	-	
204	STORAGE	67	FF-2	BF-2	-	WF-2	204	STORAGE	CF-5	+ 8'-3"	-	
205	OBSERVATION	132	FF-2	BF-2	-	WF-2	205	OBSERVATION	CF-2	+ 8'-3"	-	
206	OBSERVATION	110	FF-2	BF-2	-	WF-1	206	OBSERVATION	CF-2	+ 8'-3"	-	
207	OBSERVATION	110	FF-2	BF-2	-	WF-1	207	OBSERVATION	CF-2	+ 8'-3"	-	
208	STAIRS	117	FF-1	BF-1	-	WF-1	208	STAIRS	CF-3	+ 8'-3"	S-1	
209	OBSERVATION	132	FF-2	BF-2	-	WF-1	209	OBSERVATION	CF-2	+ 8'-3"	-	
* TOTAL FLOOR AREA:		2,467	FT.	NET AREA								

FINISH NOTES:

A – COLORS TO BE SELECTED BY OWNER.

SIGNAGE SCHEDULE: CONFORM TO ADA/CODE REQUIREMENTS FOR DISABLED PERSONS

- S-1 NO SMOKING (BLACK ON GRAY) MOUNT ON WALL
S-2 WOMEN (WHITE ON BLUE) MOUNT ON SCREEN WALL
S-3 HANDICAP SYMBOL (BLUE ON WHITE) MOUNT ON DOOR
S-4 MEN (WHITE ON BLUE) MOUNT ON SCREEN WALL
S-5 ELECTRIC ROOM (WHITE ON RED) MOUNT ON WALL BESIDE DOOR

FINISH HARDWARE SCHEDULE – CONCESSION FACILITY

HDW SET NO.	HDW NO.	HDW SIZE	HDW TYPE	HDW LATCHSET	HDW PANIC DEVICE	HDW FUNCTION
HW-1	1-1/2-PR.	4-1/2 x 4-1/2	ST. STL. FULL MORTICE	PRIVACY LATCH CYLINDER LOCK	-	OUTSIDE: ALWAYS FREE INSIDE: BUTTON LOCK BOTH SIDES: KEY LOCK/UNLOCK
HW-2	1-1/2-PR.	4-1/2 x 4-1/2	ST. STL. BB FULL MORTICE	PASSAGE LATCH CYLINDER LOCK	-	INSIDE: ALWAYS FREE OUTSIDE: KEY LOCK/UNLOCK
HW-3	1-1/2-PR.	4-1/2 x 4-1/2	ST. STL. FULL MORTICE	PASSAGE LATCH CYLINDER LOCK	-	BOTH SIDES: ALWAYS FREE OUTSIDE: KEY LOCK/UNLOCK
HW-4	1-1/2-PR.	4-1/2 x 4-1/2	ST. STL. FULL MORTICE	PASSAGE LATCH CYLINDER LOCK	-	BOTH SIDES: ALWAYS FREE OUTSIDE: KEY LOCK/UNLOCK
HW-5	1-1/2-PR.	4-1/2 x 4-1/2	ST. STL. FULL MORTICE	PASSAGE LATCH CYLINDER LOCK	-	BOTH SIDES: ALWAYS FREE
HW-6	1-1/2-PR.	4-1/2 x 4-1/2	ST. STL. FULL MORTICE	PRIVACY LATCH CYLINDER LOCK	-	OUTSIDE: SCREW DRIVER OPEN INSIDE: BUTTON LOCK
HW-7	1-1/2-PR.	4 x 4	ST. STL. FULL MORTICE	PRIVACY LATCH CYLINDER LOCK	-	OUTSIDE: SCREW DRIVER OPEN INSIDE: BUTTON LOCK
HW-8	1-1/2-PR.	4-1/2 x 4-1/2	ST. STL. FULL MORTICE	PASSAGE LATCH CYLINDER LOCK	-	BOTH SIDES: ALWAYS FREE
HW-9	1-1/2-PR.	4-1/2 x 4-1/2	ST. STL. FULL MORTICE	ENTRANCE LOCK	-	OUTSIDE: KEY LOCK/UNLOCK INSIDE: BUTTON LOCK
HW-10	1-1/2-PR.	4-1/2 x 4-1/2	ST. STL. FULL MORTICE	CLASSROOM LOCK	-	OUTSIDE: KEY LOCK/UNLOCK INSIDE: ALWAYS FREE

HARDWARE SCHEDULE NOTES:

- A – MOUNT CLOSERS ON THE INSIDE FACE OF THE DOOR.
B – ALL CLOSERS SHALL MEET HANDICAP (ADA) OPENING FORCE REQUIREMENTS.
C – PROVIDE FLOOR OR WALL STOPS AT ALL LOCATIONS WHERE DOOR LOCK/LATCHSET COULD STRIKE WALL.
WALL STOPS: GLYNN-JOHNSON "A" OR "B" OR APPROVED EQUAL QUALITY.
FLOOR STOPS: GLYNN-JOHNSON "D" OR "E" OR APPROVED EQUAL QUALITY.
D – ALL LOCK/LATCHSETS SHALL BE LEVER HANDLE TYPE MEETING HANDICAP (ADA) REQUIREMENTS.
E – THRESHOLDS & WEATHERSTRIPS: PEMKO OR APPROVED EQUAL.
F – MASTER KEY ALL LOCKS.

FINISH HARDWARE SCHEDULE – CONCESSION FACILITY

HDW SET NO.	HDW NO.	HDW SIZE	HDW TYPE	HDW LATCHSET	HDW PANIC DEVICE	HDW FUNCTION
HW-1	-	-	TT-1 16650	YES	630 (32D)	WEATHERSTRIP NOTE – E FRAME: 306AV – DOOR: 216AV D-1 (NOTE G)
HW-2	LCN 4210 SERIES	-	TT-1 16650	NO	630 (32D)	WEATHERSTRIP NOTE – E FRAME: 306AV – DOOR: 216AV D-2 & D-6 (NOTE I)
HW-3	-	FLOOR	TT-1 16650	YES	630 (32D)	WEATHERSTRIP NOTE – E FRAME: 306AV – DOOR: 216AV D-3 & D-5 (NOTE G)
HW-4	-	-	TT-1 16650	YES	630 (32D)	WEATHERSTRIP NOTE – E FRAME: 306AV – DOOR: 216AV D-4 & D-7 (NOTE G)
HW-5	-	FLOOR	-	YES	626 (26D)	- D-8
HW-6	-	FLOOR	-	YES	626 (26D)	- D-9 & D-16
HW-7	-	WALL	-	YES	626 (26D)	- D-10 THRU D-15
HW-8	LCN 4210 SERIES	-	-	YES	630 (32D)	- D-17 & D-19 (NOTE J)
HW-9	-	FLOOR	-	YES	626 (26D)	- D-18
HW-10	-	FLOOR	-	YES	626 (26D)	- D-20

G – CYLINDER LOCKS, EXCEPT AS OTHERWISE NOTED, SHALL BE DOUBLE TYPE (KEY BOTH SIDES).

H – LOCKS/LATCHSETS SHALL BE EQUAL TO SCHLAGE ("LEVON" STYLE LEVER HANDLES)

I – RIM TYPE PANIC DEVICE: VON DUPRIN 98/99 RIM DEVICE – OUTSIDE KEY LOCK, LEVER 992L
SCHLAGE B502-191 CYLINDER LOCK

J – RIM TYPE PANIC DEVICE: VON DUPRIN 98/99 RIM DEVICE



ENGINEERS ■ ARCHITECTS ■ SURVEYORS

DESIGNED DRAWN CHECKED RET

DATE SEPT 97

NOT RELEASED FOR CONSTRUCTION

CONCESSION BLDG. SCHEDULES

DESTIN SPORTS COMPLEX – CITY OF DESTIN

PROJECT NO.

11232.01

INDEX

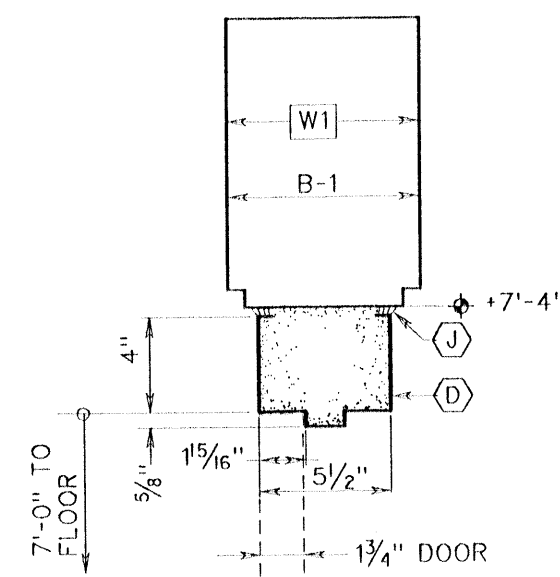
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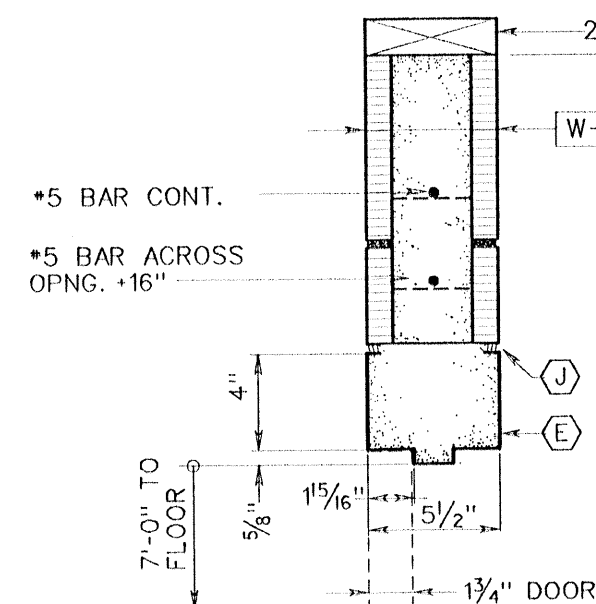
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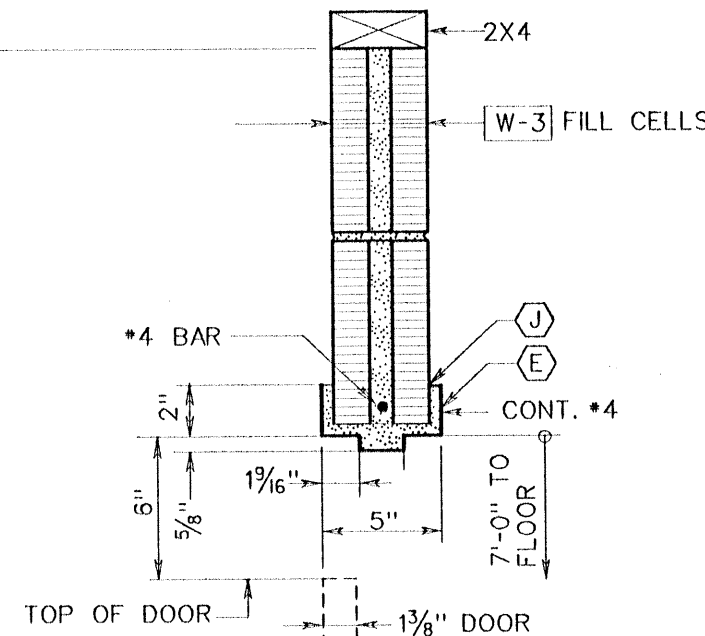
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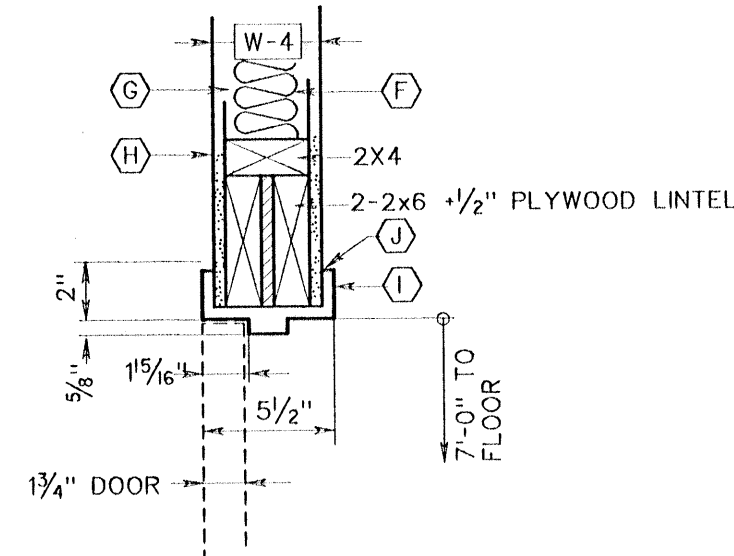
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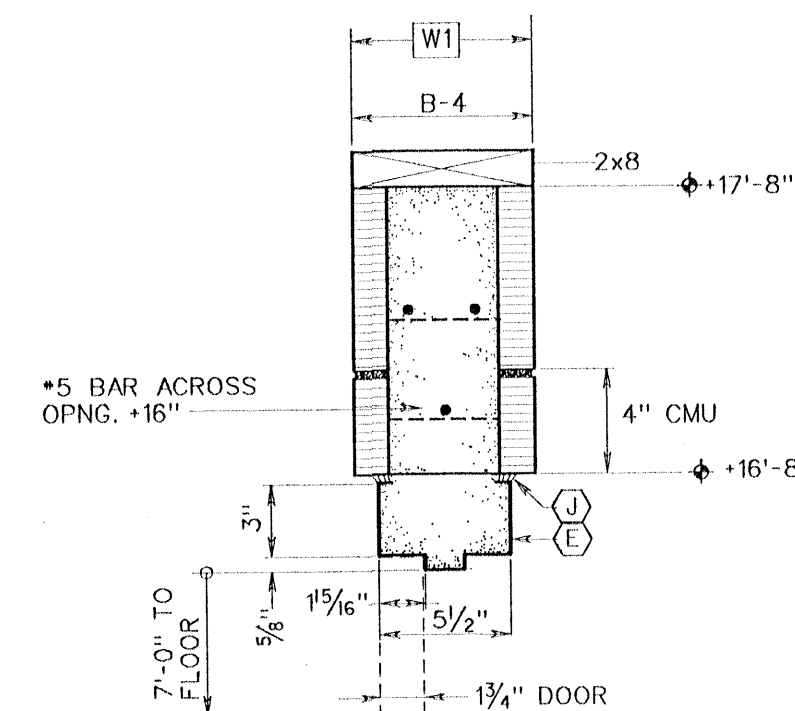
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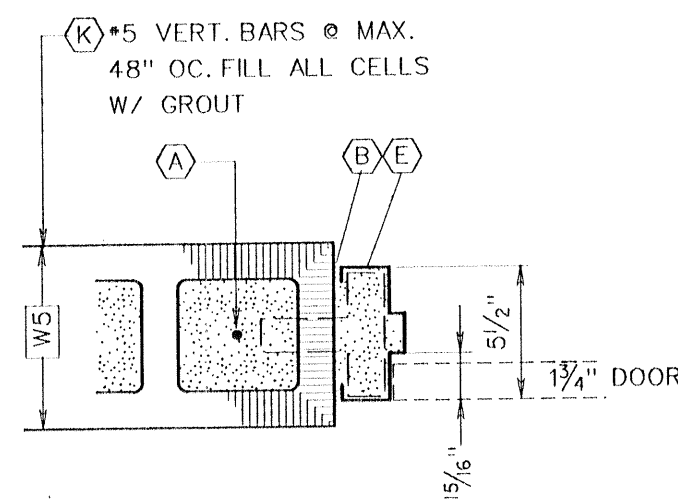
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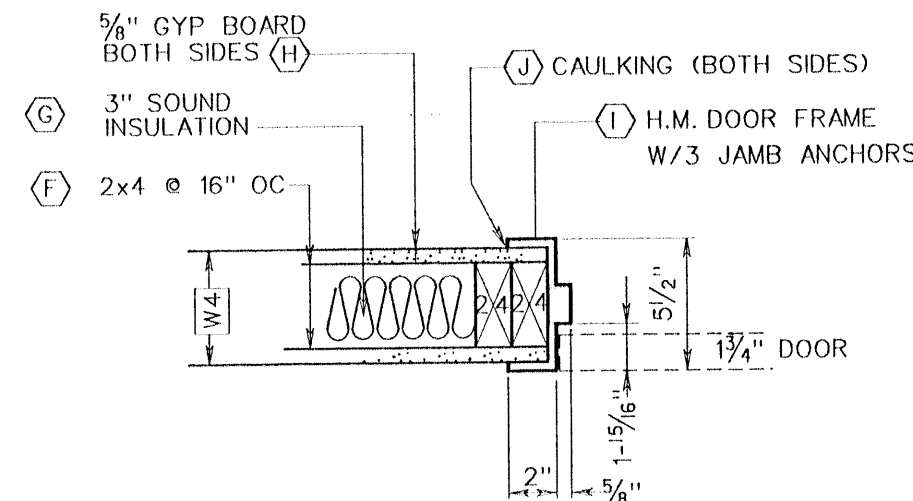
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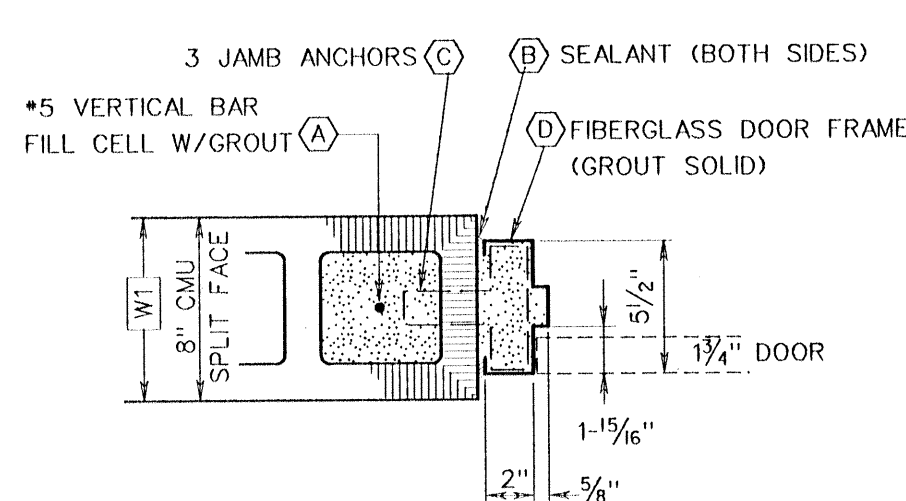
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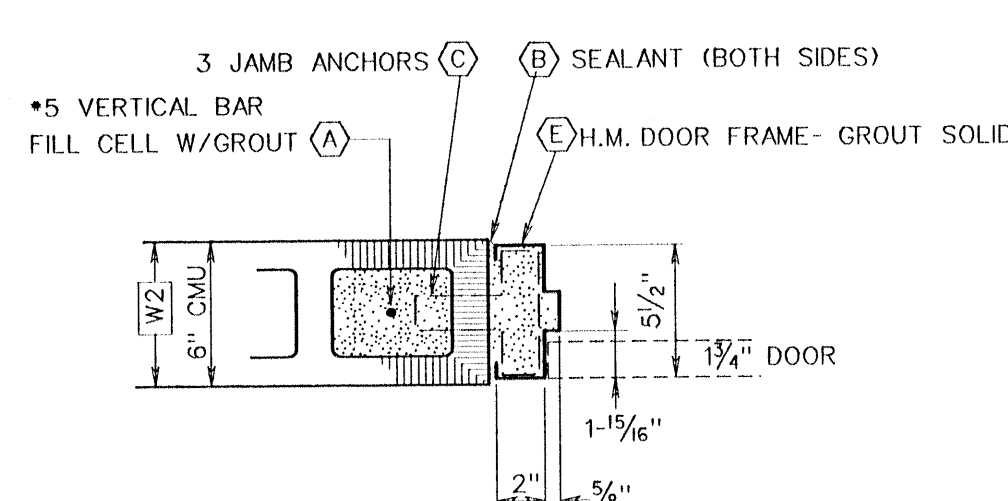
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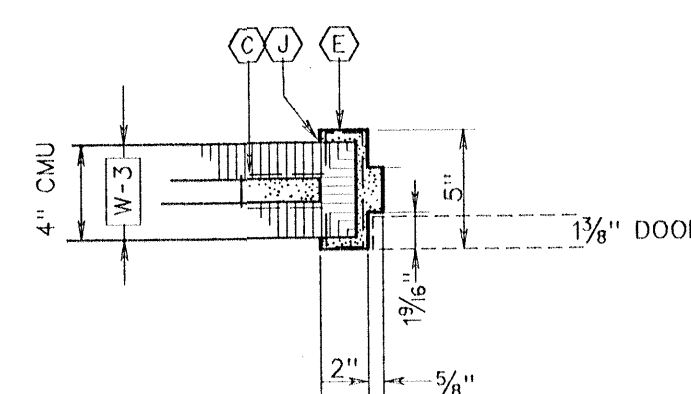
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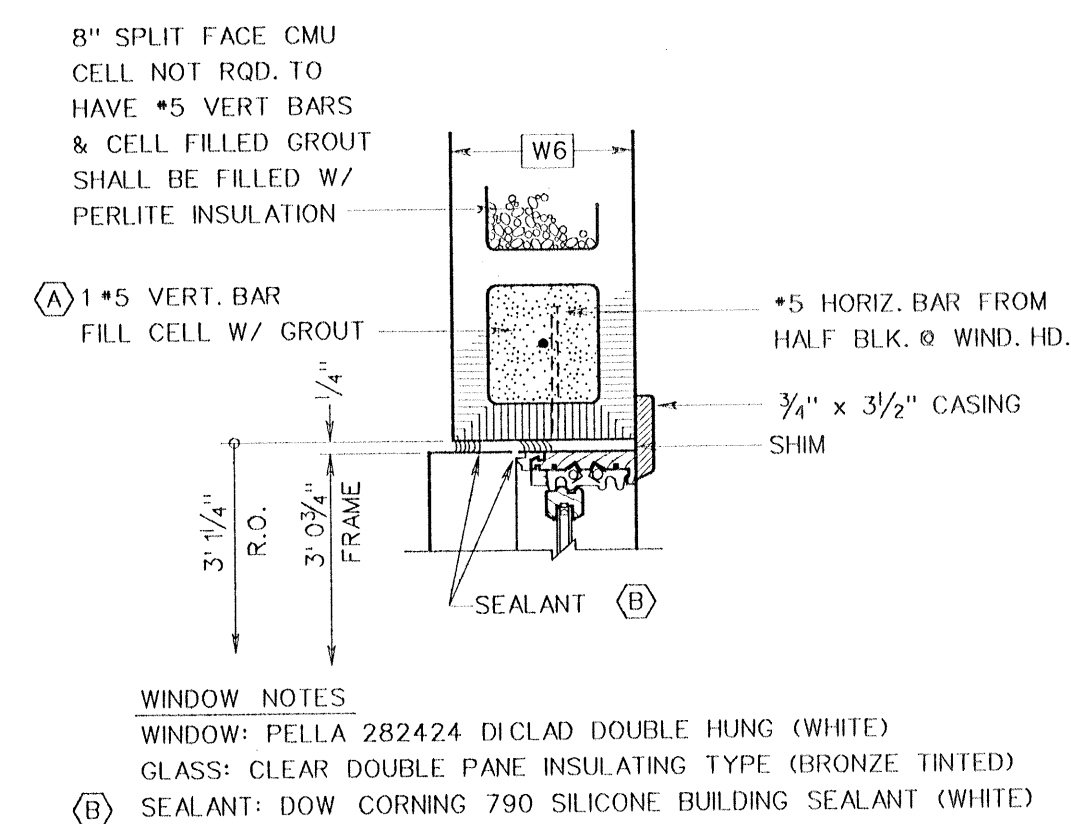
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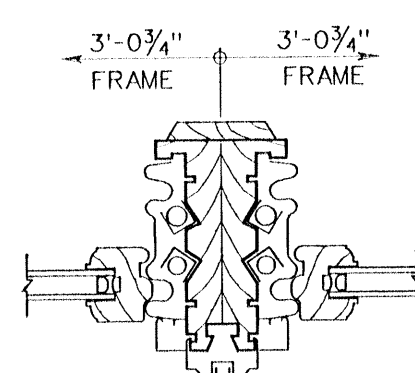
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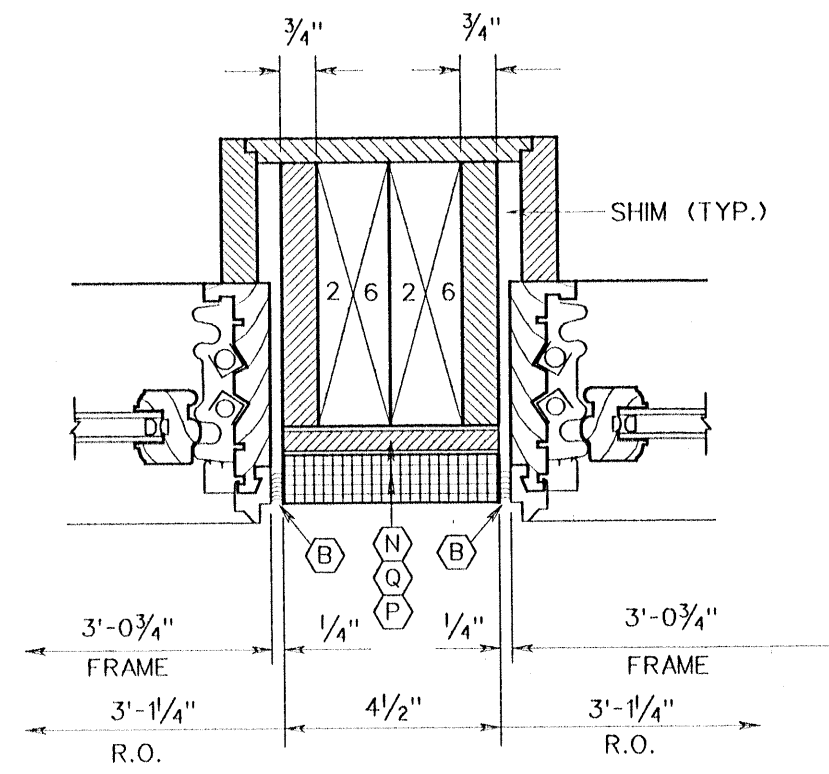
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J16
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SCALE: 1/2" = 1'-0"



M1
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SCALE: 3" = 1'-0"



M2
MULLION
SCALE: 3" = 1'-0"

KEY NOTES

- (A) *5 VERTICAL BAR - FILL CELL W/ GROUT
- (B) SEALANT(BOTH SIDES)
- (C) 3 JAMB ANCHORS
- (D) FIBERGLASS DOOR FRAME (GROUT SOLID)
- (E) H.M. DOOR FRAME - GROUT SOLID - 3 JAMB ANCHORS
- (F) 2x4 @ 16" OC
- (G) 3" SOUND INSULATION
- (H) 5/8" GYP BOARD BOTH SIDES
- (I) H.M. DOOR FRAME W/3 JAMB ANCHORS
- (J) CAULKING (BOTH SIDES)
- (K) *5 VERT. BARS @ MAX 48" OC - FILL ALL CELLS W/ GROUT
- (L) 2x6 @ 16" OC - R-19 INSULATION
- (M) 2 1/4" CASING
- (N) 5/8" EXT. PLYWOOD
- (O) 2" STYROFOAM INSULATION BD. W/ MECH. FASTENERS
- (P) DRIVIT ULTRAMESH FINISH SYSTEM
- (Q) 1" STYROFOAM INSL. BD. W/ MECH. FASTENER
- (R) 1/2" SEALANT PLUS BACKER ROD
- (S) 1x6 "V" GROOVE T&G CEILING
- (T) 3/4" EXT. PLYWOOD & FIBERGLASS-GLASS A SHINGLES ON 2 LAYERS OF 15# ROOF FELT
- (U) 1*5 VERT. BAR FILL CELL W/ GROUT
- (V) PLASTIC LAMINATE 2-LAYER 3/4" EXTERIOR PLYWOOD
- (W) SEALANT

CONCESSION BLDG.
WALL, DOOR & WINDOW DETAILS

DESTIN SPORTS COMPLEX - CITY OF DESTIN

PROJECT NO. 11232.01
INDEX OF SHT

BASKERVILLE-
DONOVAN, INC.
ENGINEERS ARCHITECTS SURVEYORS
NOT RELEASED FOR CONSTRUCTION

NO.	DATE	APPR.	REVISION

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1.00 GENERAL

- 1.01 ALL CONSTRUCTION SHALL CONFORM TO THE STANDARD BUILDING CODE, 1994 EDITION. REFERENCE TO OTHER STANDARD SPECIFICATIONS OR CODES SHALL MEAN THE LATEST STANDARD OR CODE ADOPTED AND PUBLISHED.
- 1.02 DRAWINGS SHOW TYPICAL AND CERTAIN SPECIFIC CONDITIONS ONLY. FOR DETAILS NOT SPECIFICALLY SHOWN, PROVIDE DETAILS SIMILAR TO THOSE SHOWN. FOR DIMENSIONS NOT SHOWN, SEE ARCHITECTURAL DRAWINGS.
- 1.03 THE DESIGN, ADEQUACY, AND SAFETY OF ERECTION BRACING, SHORING, TEMPORARY SUPPORTS, ETC., IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- 1.04 COORDINATE STRUCTURAL CONTRACT DOCUMENTS WITH ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND CIVIL. NOTIFY STRUCTURAL ENGINEER OF ANY CONFLICT AND/OR OMISSION. CONTRACTOR SHALL MAKE NO DEVIATION FROM DESIGN DRAWINGS WITHOUT WRITTEN APPROVAL OF THE STRUCTURAL ENGINEER.
- 1.05 REVIEW OF SUBMITTALS AND/OR SHOP DRAWINGS BY THE STRUCTURAL ENGINEER DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO REVIEW AND CHECK SHOP DRAWINGS BEFORE SUBMITTAL TO THE STRUCTURAL ENGINEER. THE CONTRACTOR REMAINS SOLELY RESPONSIBLE FOR ERRORS AND OMISSIONS ASSOCIATED WITH THE PREPARATION OF SHOP DRAWINGS AS THEY PERTAIN TO MEMBER SIZES, DETAILS, AND DIMENSIONS SPECIFIED IN THE CONTRACT DOCUMENTS. CONTRACTOR IS ALSO RESPONSIBLE FOR MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF CONSTRUCTION.
- 1.06 SUPERIMPOSED DESIGN LOADS:
- ROOF
DEAD LOAD: 20 PSF
LIVE LOAD: 20 PSF **
- SECOND FLOOR
DEAD LOAD: 26 PSF
LIVE LOAD: 50 PSF
- ** LIVE LOAD REDUCTION FOR TRIBUTARY AREA IS TAKEN AS PER CODE.
WIND LOAD IS BASED ON A WIND SPEED OF 120 MPH.

2.00 REINFORCED CONCRETE

- 2.01 ALL CONCRETE WORK SHALL CONFORM TO ACI 301-89, SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS. DESIGN IS BASED ON ACI 318-95, BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.
- 2.02 UNLESS NOTED OTHERWISE, ALL CONCRETE SHALL BE NORMAL WEIGHT AND HAVE THE FOLLOWING MINIMUM 28 DAY COMPRESSIVE STRENGTHS:
- TIE BEAMS 4000 PSI
- 2.03 THE PROPOSED MATERIALS AND MIX DESIGN SHALL BE FULLY DOCUMENTED AND REVIEWED BY THE OWNER'S TESTING LABORATORY. RESPONSIBILITY FOR OBTAINING THE REQUIRED DESIGN STRENGTH IS THE CONTRACTOR'S.
- 2.04 USE OF CALCIUM CHLORIDE, CHLORIDE IONS, OR OTHER SALTS IN CONCRETE IS NOT PERMITTED.
- 2.05 DETAIL CONCRETE REINFORCEMENT AND ACCESSORIES IN ACCORDANCE WITH ACI 315-80, DETAILING MANUAL. SUBMIT SHOP DRAWINGS FOR APPROVAL, SHOWING ALL FABRICATION DIMENSIONS AND LOCATIONS FOR PLACING REINFORCING STEEL AND ACCESSORIES. DO NOT BEGIN FABRICATION UNTIL SHOP DRAWINGS ARE COMPLETED AND REVIEWED.
- 2.06 REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60 UNLESS NOTED OTHERWISE.
- 2.07 ANCHOR BOLTS INDICATED TO SECURE 2x8 PLATE TO TOP OF TIE BEAMS & BOND BEAMS MAY BE PROVIDED BY USE OF HILTI ANCHORS PROVIDED & INSTALLED ACCORDING TO MANUFACTURER'S DIRECTIONS AS APPROVED BY THE ENGINEER.
- 2.08 TIE ALL REINFORCING STEEL AND EMBEDMENT SECURELY IN PLACE PRIOR TO PLACING CONCRETE. PROVIDE SUFFICIENT SUPPORTS TO MAINTAIN THE POSITION OF REINFORCEMENT WITHIN SPECIFIED TOLERANCE DURING ALL CONSTRUCTION ACTIVITIES. "STICKING" DOWELS INTO WET CONCRETE IS NOT PERMITTED.
- 2.09 PROVIDE CONTINUOUS REINFORCEMENT WHEREVER POSSIBLE; SPLICE ONLY AS SHOWN OR APPROVED; STAGGER SPLICES WHERE POSSIBLE; USE FULL TENSION SPLICE (CLASS "B") UNLESS NOTED OTHERWISE. DOWELS SHALL MATCH THE SIZE AND SPACING OF THE SPECIFIED REINFORCEMENT AND SHALL BE LAPPED WITH FULL TENSION SPLICES (CLASS "B") UNLESS NOTED OTHERWISE. TERMINATE BARS WITH STANDARD HOOKS.
- 2.10 REINFORCING STEEL SHALL HAVE THE FOLLOWING CONCRETE COVER UNLESS NOTED OTHERWISE:
- FOOTINGS..... 3"
BEAMS 1 1/2"
- 2.11 DO NOT PLACE PIPES OR DUCTS EXCEEDING ONE-THIRD THE SLAB OR WALL THICKNESS WITHIN THE SLAB OR WALL UNLESS SPECIFICALLY SHOWN AND DETAILED ON STRUCTURAL DRAWINGS.
- 2.12 DO NOT WELD OR TACK WELD REINFORCING STEEL UNLESS APPROVED OR DIRECTED BY THE STRUCTURAL ENGINEER.
- 2.13 ALL REINFORCING STEEL PLACEMENT SHALL BE REVIEWED BY A REGISTERED STRUCTURAL ENGINEER, OR BY A REPRESENTATIVE RESPONSIBLE TO HIM. (RE: ACI 318-89, 1.3.1)

3.00 MASONRY

- 3.01 CONCRETE MASONRY DESIGN AND CONSTRUCTION SHALL CONFORM TO: ACI 530-88, BUILDING CODE REQUIREMENTS FOR CONCRETE MASONRY STRUCTURES AND ACI 530.1-88, SPECIFICATIONS FOR CONCRETE MASONRY CONSTRUCTION.
- 3.02 PROVIDE LIGHTWEIGHT, HOLLOW, LOAD-BEARING CONCRETE MASONRY UNITS (CMU) CONFORMING TO ASTM C90, GRADE N, TYPE 1, f_c' = 2000 PSI (NET), UNLESS NOTED OTHERWISE.
- 3.03 PROVIDE MASONRY WITH MINIMUM COMPRESSIVE STRENGTH, f_m = 1,500 PSI.
- 3.04 PROVIDE TYPE "S" OR TYPE "M" MORTAR IN ACCORDANCE WITH ASTM C270, UNLESS NOTED OTHERWISE.
- 3.05 PROVIDE GROUT FOR REINFORCED MASONRY IN ACCORDANCE WITH ASTM C476 WITH MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 2,500 PSI UNLESS NOTED OTHERWISE.
- 3.06 PROVIDE HORIZONTAL JOINT REINFORCEMENT COMPLYING WITH ASTM A82, NO. 9 GAUGE OR HEAVIER, ZINC COATED, PLACED 16 INCHES ON CENTER UNLESS NOTED OTHERWISE.
- 3.07 PROVIDE MINIMUM 2 #5 VERTICAL, GROUTED FULL HEIGHT, AT EACH SIDE OF OPENINGS, CORNERS AND WALL ENDS. PROVIDE #5 @ 48" VERTICAL IN CELLS GROUTED SOLID IN ALL WALLS, U.N.O. TERMINATE VERTICALS INTO BOND BEAM WITH AN ACI STANDARD HOOK, 1" CLEAR FROM TOP OF WALL.

- 3.08 PROVIDE RUNNING BONDS WITH VERTICAL JOINTS LOCATED AT CENTER OF MASONRY UNITS IN THE ALTERNATE COURSE BELOW, UNLESS NOTED OTHERWISE.
- 3.09 PROVIDE LINTELS IN ACCORDANCE WITH DETAILS INDICATED ON THE DRAWINGS
- 3.10 USE DEVICES TO KEEP VERTICAL BARS CENTERED IN CELLS.
- 3.11 AT THE TIME OF LAYING, ALL MASONRY UNITS SHALL BE FREE OF EXCESSIVE DUST AND DIRT.
- 3.12 CLEANOUT CELLS SHALL BE PROVIDED AT THE BOTTOM OF ALL CELLS TO BE FILLED AT EACH POUR OF GROUT. ANY OVERHANGING MORTAR OR OTHER OBSTRUCTION OR DEBRIS SHALL BE REMOVED FROM THE INSIDES OF SUCH CELL WALLS. THE CLEANOUTS SHALL BE SEALED BEFORE GROUTING, AND AFTER INSPECTION.
- 3.13 VERTICAL STEEL REINFORCING BARS SHALL EXTEND A MINIMUM OF 48 BAR DIAMETERS ABOVE THE TOP COURSE TO BE POURED. REINFORCING BARS IN THE NEXT MASONRY LIFT SHALL LAP THE DOWELS FOR THE FULL 48 BAR DIAMETERS. TERMINATE BARS WITH STANDARD HOOKS.
- 3.14 ALL MASONRY BEARING WALLS SHALL BE SHORED TO BRACE THE WALLS AGAINST WIND FORCES AND CONSTRUCTION LOADINGS. THESE SHORES SHALL REMAIN IN PLACE UNTIL ROOF IS IN PLACE. CONTRACTOR TO SUBMIT SHORING AND BRACING DRAWINGS.
- 3.15 PROVIDE 8" DEEP BOND BEAMS WITH 2 #5 CONTINUOUS AT TOPS OF ALL 8" CMU WALLS, EXCEPT AS MAY OTHERWISE BE NOTED OR INDICATED ON THE DRAWINGS.
- 3.16 PLUMBING & ELECTRICAL DRAWINGS INDICATE PIPING, CONDUIT & OUTLET BOXES TO BE SET OR LOCATED WITHIN CMU; COORDINATE LAYING MASONRY WITH PLUMBING & ELECTRICAL CONTRACTORS. SAW CUT CMU WHERE REQUIRED.

4.00 WOOD FRAMING

- GROUND (LP-2) ACCORDING TO AWWA/ASPB STANDARDS. PRESSURE TREATED WOOD USED IN AN ASSEMBLY SHALL BE DRIED TO A MOISTURE CONTENT OF 19 PER CENT OR LESS. MEMBERS SHALL BE IDENTIFIED BY A QUALITY MARK OF AN APPROVED INSPECTION AGENCY.
- 4.02 WOOD MEMBERS SHALL BE NO. 2 SOUTHERN PINE, AND GRADED IN ACCORDANCE WITH 1994 SPIB STANDARD GRADING RULES FOR PINE LUMBER. EACH PIECE OF LUMBER SHALL BE IDENTIFIED BY THE GRADE MARK OF AN AGENCY CERTIFIED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE, AND MANUFACTURED IN ACCORDANCE WITH PRODUCT STANDARD PS 20-94 PUBLISHED BY THE U.S. DEPT. OF COMMERCE.
- 4.03 ALL ANCHORS, ANCHOR BOLTS AND RELATED ROUGH HARDWARE SHALL BE GALVANIZED.
- 4.04 WHERE PIPING OR CONDUIT PENETRATES THE SECOND FLOOR SYSTEM, SUCH PENETRATIONS SHALL
- 4.05 SECOND FLOOR SHEATHING SHALL BE 3/4-INCH EXTERIOR GRADE TUNG AND GROOVE PLYWOOD.
- 4.06 WALL AND ROOF SHEATHING SHALL BE 5/8-INCH EXTERIOR GRADE PLYWOOD.
- 4.07 WALL AND ROOF SHEATHING SHALL BE ATTACHED TO THE FRAMING SYSTEM WITH GALVANIZED RING
- 4.08 CONNECTORS AND NAILS ANNULAR RING FOR WOOD FRAMING SHALL BE GALVANIZED SIMILAR TO
- 4.09 PROVIDE SIMPSON 5/8-INCH PSC PLYWOOD SHEATHING CLIPS, GALVANIZED.
- 4.09 SECOND FLOOR BRIDGING SHALL BE SOLID 2x10's BETWEEN 2x10 JOIST.

5.00 WOOD TRUSSES

- 5.02 TRUSS PLATES SHALL BE GALVANIZED AND MEET THE REQUIREMENTS OF THE TRUSS PLATE INSTITUTE
- 5.03 SUBMIT SHOP DRAWINGS FOR REVIEW BY THE ENGINEER, THAT REPRESENT THE TRUSSES THAT ARE SUBMISSION SHALL BE SIGNED AND SEALED BY A STRUCTURAL ENGINEER LICENSED
- 5.04 CONFORM TO LOCAL BUILDING CODES AS WELL AS THE SOUTHERN FOREST PRODUCTS ASSOCIATION AND
- 5.05 MINIMUM REQUIREMENTS (MAIN ROOF):
- 5.06 PROVIDE CONTINUOUS 2X4 BOTTOM CHORD BRIDGING AS INDICATED ON THE DRAWINGS.

6.00 UNDERLAYMENT

- 6.01 INSTALL 1/4" INCH "ACOUSTI-MAT" OVER 3/4" PLYWOOD SUB-FLOOR (SEE 4.05).
- 6.02 SET REINFORCING MESH, AS RECOMMENDED BY MANUFACTURER, OVER THE ACOUSTI-MAT.
- 6.03 INSTALL 1-INCH GYP-CRETE 2000 RO MAXXON FLOOR UNDERLAYMENT. FLOAT SMOOTH & LEVEL.
- 6.04 INSTALLATION SHALL CONFORM TO MANUFACTURER'S SPECIFICATIONS AND THE FLOOR JOIST WITH GALVANIZED DECKING SCREWS.

THAT AS MANUFACTURED BY SIMPSON STRONG-TIE CONNECTORS. CONNECTOR NUMBERS INDICATED ON THE DRAWINGS ARE THOSE OF SIMPSON.

NOTE:
NOT ALL OF THE REQUIRED DOWELS ARE INDICATED ON FOUNDATION & FLOOR PLANS
SEE NOTE 3.07

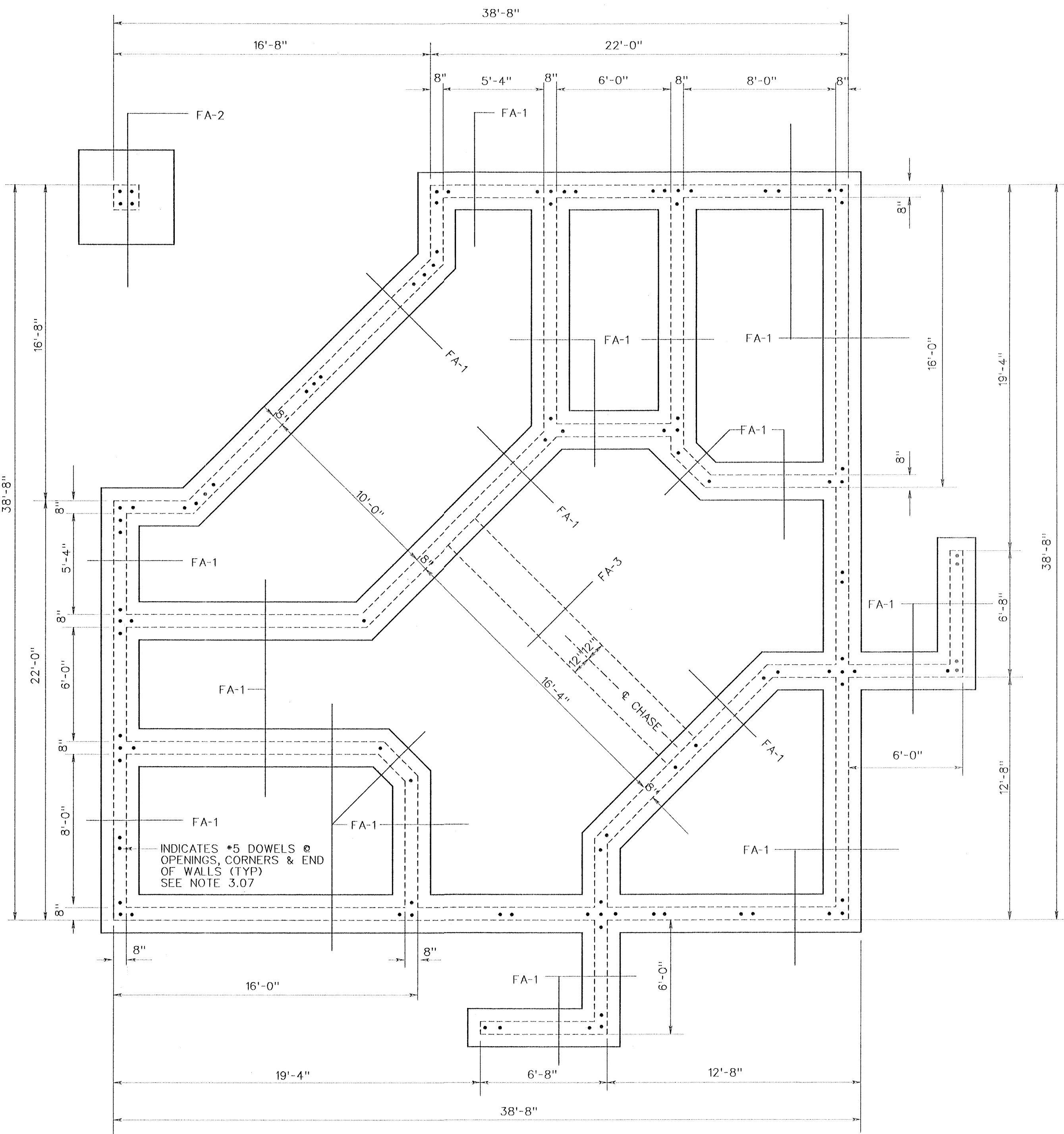
- 5.01 LUMBER FOR WOOD TRUSSES SHALL MEET THE REQUIREMENTS INDICATED IN 4.01.

DESIGN SPECIFICATIONS FOR METAL PLATE CONNECTED WOOD TRUSSES (ROOF), TPI-85.

TO BE PROVIDED, INCLUDING DESIGN COMPUTATIONS, CONNECTIONS, MEMBER SIZES AND CONFIGURATIONS.
IN THE STATE OF FLORIDA.

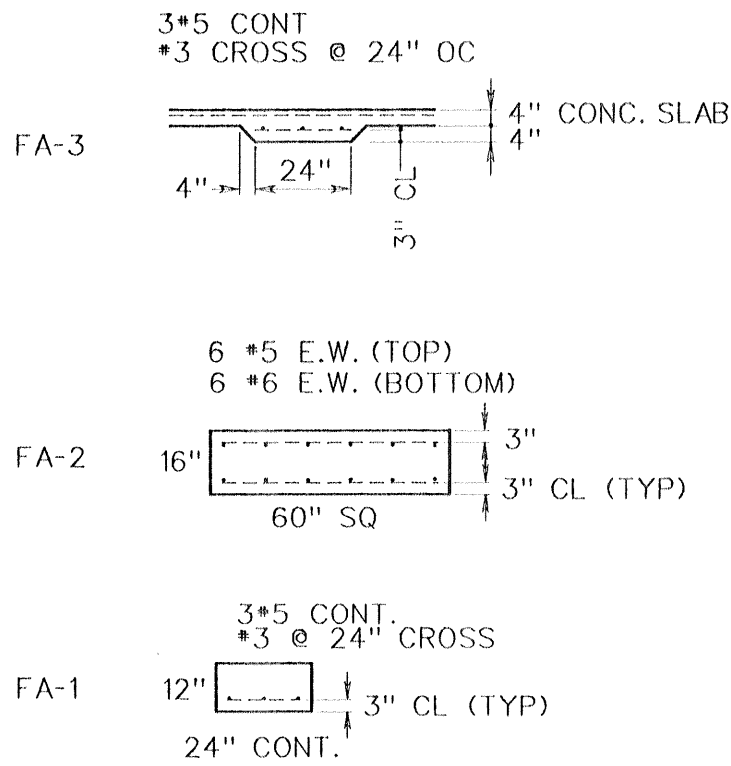
SOUTHEASTERN LUMBER MANUFACTURERS ASSOCIATION.

BOTTOM CHORD 2X8 MINIMUM
TOP CHORD 2X6 MINIMUM
CONNECTION PLATES 20 GAUGE MINIMUM



FOUNDATION PLAN

SCALE: 3/4"=1'-0"



TYPICAL FOOTINGS



CONCESSION BLDG.
FOUNDATION PLAN &
STRUCTURAL GENERAL NOTES

PROJECT NO.	NO.
11232.01	S1
INDEX	OF
	SHT

DESTIN SPORTS COMPLEX - CITY OF DESTIN
NOT RELEASED FOR CONSTRUCTION
DATE
SCALE 1/4"=1'-0"
DESIGNED
DRAWN
RWB
CHECKED
RET
DATE
SEPT. 97

REVISION

NO.	DATE	APPR.

Bar's are from an original drawing. If not, adjust scale accordingly.
BASKERVILLE-DONOVAN, INC. and its employees are not to be used on any other project and is to be returned upon request.

NOTES:

1. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE NEC.
2. ALL POLES SHALL BE DIRECT BURIAL CONCRETE DESIGNED FOR 130 MPH WIND LOADING WITH 1.3 GUST FACTOR.
3. ALL FIXTURES FOR SPORTS LIGHTING SHALL BE MOUNTED ON OSHA APPROVED CASES.
4. PROVIDE CLASS I, LPI APPROVED LIGHTNING PROTECTION SYSTEM FOR EACH LIGHT POLE.
5. ALL CONCRETE POLES SHALL BE LONESTAR OR EQUAL.
6. CONTRACTOR TO MEG ALL FEEDERS.
7. CONTRACTOR TO SUBMIT SHOP DRAWINGS PRIOR TO BID.
8. SPORTS LIGHT SHALL BE GE, STERNER, LITHONIA AND MEET OR EXCEED THE CALCULATIONS SHOWN ON SHEET E-2 WITH KW LESS THAN OR EQUAL TO SHEET E-1.
9. SIZE PULL BOXES PER NEC.

SOCCER POLE/FIXTURE SCHEDULE				
POLE	MAX. FIXTURE COUNT	KILOWATT CONSUMPTION	FIXTURE MOUNTING HEIGHT	CKT NO
S1	10 Fixtures	16.30 Kilowatts	70'	S-1
S2	10 Fixtures	16.30 Kilowatts	70'	S-2
S3	10 Fixtures	16.30 Kilowatts	70'	S-5
S4	10 Fixtures	16.30 Kilowatts	70'	S-6
S5	20 Fixtures	32.60 Kilowatts	70'	S-9,10
S6	10 Fixtures	16.30 Kilowatts	70'	S-13
S7	10 Fixtures	16.30 Kilowatts	70'	S-14
S8	20 Fixtures	32.60 Kilowatts	70'	S-17,18
S9	10 Fixtures	16.30 Kilowatts	70'	S-21
S10	10 Fixtures	16.30 Kilowatts	70'	S-22
TOTALS				
10	120 Fixtures	195.80 Kilowatts Max.		

SOFTBALL POLE/FIXTURE SCHEDULE				
POLE	MAX FIXTURE COUNT	MAX KILOWATTS	FIXTURE MOUNTING HEIGHT	CKT NO
A1	8 Fixtures	13.04 Kilowatts	60'	M-2
A2	8 Fixtures	13.04 Kilowatts	60'	M-6
A3	8 Fixtures	13.04 Kilowatts	60'	M-10
A4	8 Fixtures	13.04 Kilowatts	60'	M-14
B1	16 Fixtures	26.08 Kilowatts	70'	M-18,22
B2	18 Fixtures	29.34 Kilowatts	70'	M-26,30
B3	19 Fixtures	30.97 Kilowatts	70'	M-34,38
B4	20 Fixtures	32.60 Kilowatts	70'	M-13,17
C1	5 Fixtures	8.15 Kilowatts	60'	M-21
C2	5 Fixtures	8.15 Kilowatts	60'	M-21
C3	5 Fixtures	8.15 Kilowatts	60'	M-25
C4	5 Fixtures	8.15 Kilowatts	60'	M-25
C5	6 Fixtures	9.78 Kilowatts	60'	M-29
C6	6 Fixtures	9.78 Kilowatts	60'	M-29
C7	6 Fixtures	9.78 Kilowatts	60'	M-33
C8	10 Fixtures	16.30 Kilowatts	60'	S-25
TOTALS				
16	153 Fixtures	267.84 Kilowatts Max.		

CONDUCTOR TABLE			
MARK	CONDUCTOR	CONDUIT	CKT NO.
(A)	2 #6, 1 #6 GND	3/4" C	S-1
(B)	2 #6, 1 #6 GND	3/4" C	S-2
(C)	2 #6, 1 #6 GND	3/4" C	S-5
(D)	2 #6, 1 #6 GND	3/4" C	S-6
(E)	2 #6, 1 #6 GND	3/4" C	S-9
(F)	2 #6, 1 #6 GND	3/4" C	S-10
(G)	2 #6, 1 #6 GND	3/4" C	S-13
(H)	2 #6, 1 #6 GND	3/4" C	S-14
(I)	2 #6, 1 #6 GND	3/4" C	S-17
(J)	2 #6, 1 #6 GND	3/4" C	S-18
(K)	2 #6, 1 #6 GND	3/4" C	S-21
(L)	2 #6, 1 #6 GND	3/4" C	S-22
(A)	2 #6, 1 #6 GND	3/4" C	M-2
(B)	2 #6, 1 #6 GND	3/4" C	M-6
(C)	2 #6, 1 #6 GND	3/4" C	M-10
(D)	2 #6, 1 #6 GND	3/4" C	M-14
(E)	2 #6, 1 #6 GND	3/4" C	M-18,22
(F)	2 #6, 1 #6 GND	3/4" C	M-26,30
(G)	2 #6, 1 #6 GND	3/4" C	M-34,38
(H)	2 #6, 1 #6 GND	3/4" C	M-13,17
(I)	2 #6, 1 #6 GND	3/4" C	M-21
(J)	2 #6, 1 #6 GND	3/4" C	M-25
(K)	2 #6, 1 #6 GND	3/4" C	M-29
(L)	2 #6, 1 #6 GND	3/4" C	M-33
(M)	2 #6, 1 #6 GND	3/4" C	S-25
(N)	2 #6, 1 #6 GND	3/4" C	-

- ELECTRICAL LEGEND**
- LIGHT POLE, SEE POLE TABLE FOR FIXTURE COUNT AND POLE HEIGHT
 - GRADE MOUNTED PULL BOX, SEE SHEET E-6 FOR DETAILS.
 - SCH. 40 PVC CONDUIT INSTALLED 36" BELOW GRADE WITH PVC MARKER TAPE INSTALLED 6" ABOVE. SEE CONDUCTOR SCHEDULE FOR CONDUIT AND WIRE SIZE
 - PARKING LOT LIGHT FIXTURE (2-MOLDCAST 400W SOLUS MOUNTED ON CONCRETE POLE FOR 37' MH) WITH BUILT IN PHOTOCELL.

See notes on original drawings for details. This drawing is not to be used for construction without the approval of the designer. It is not to be used for any other project and is to be returned upon request.

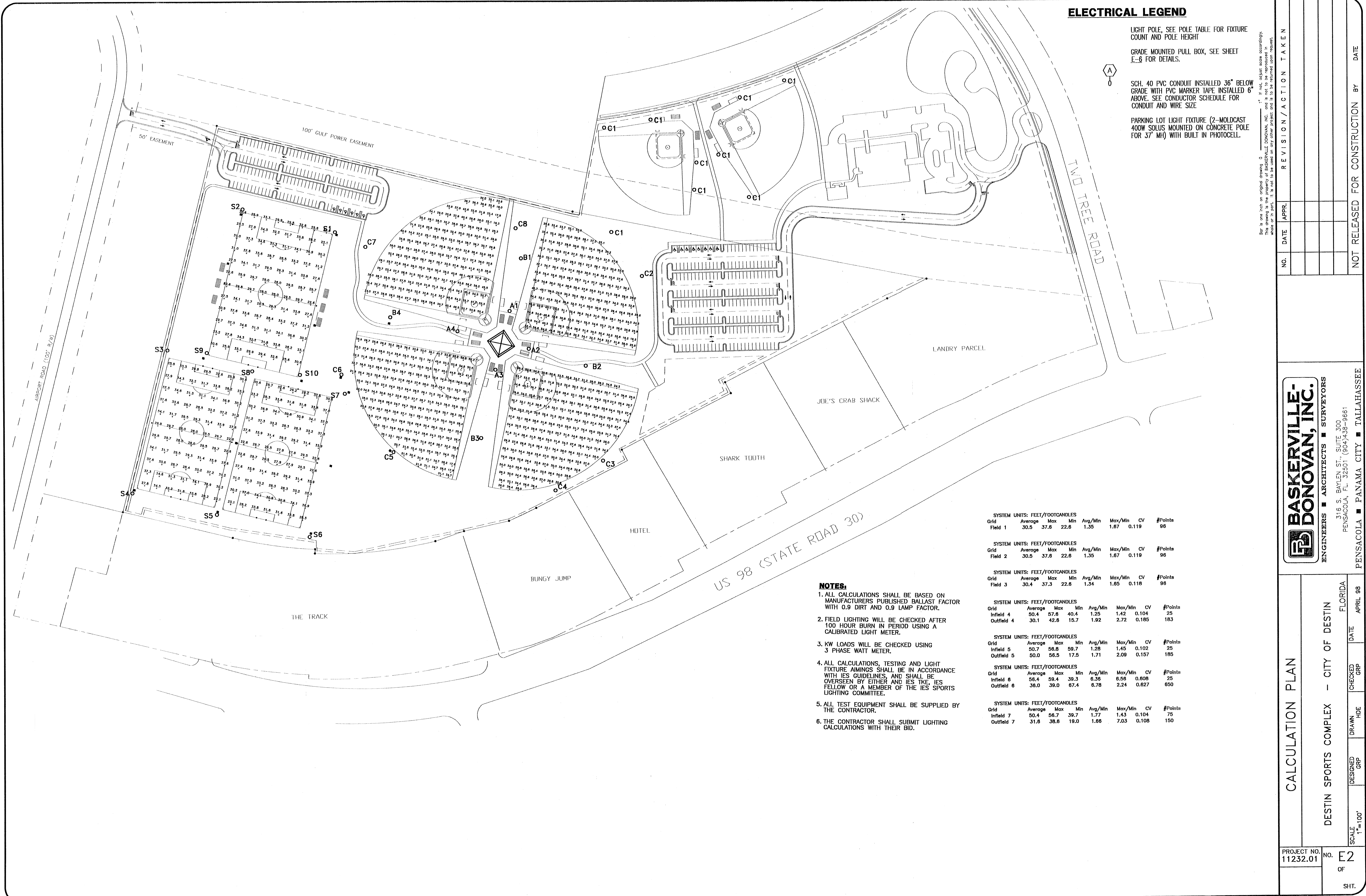
SITE ELECTRICAL PLAN

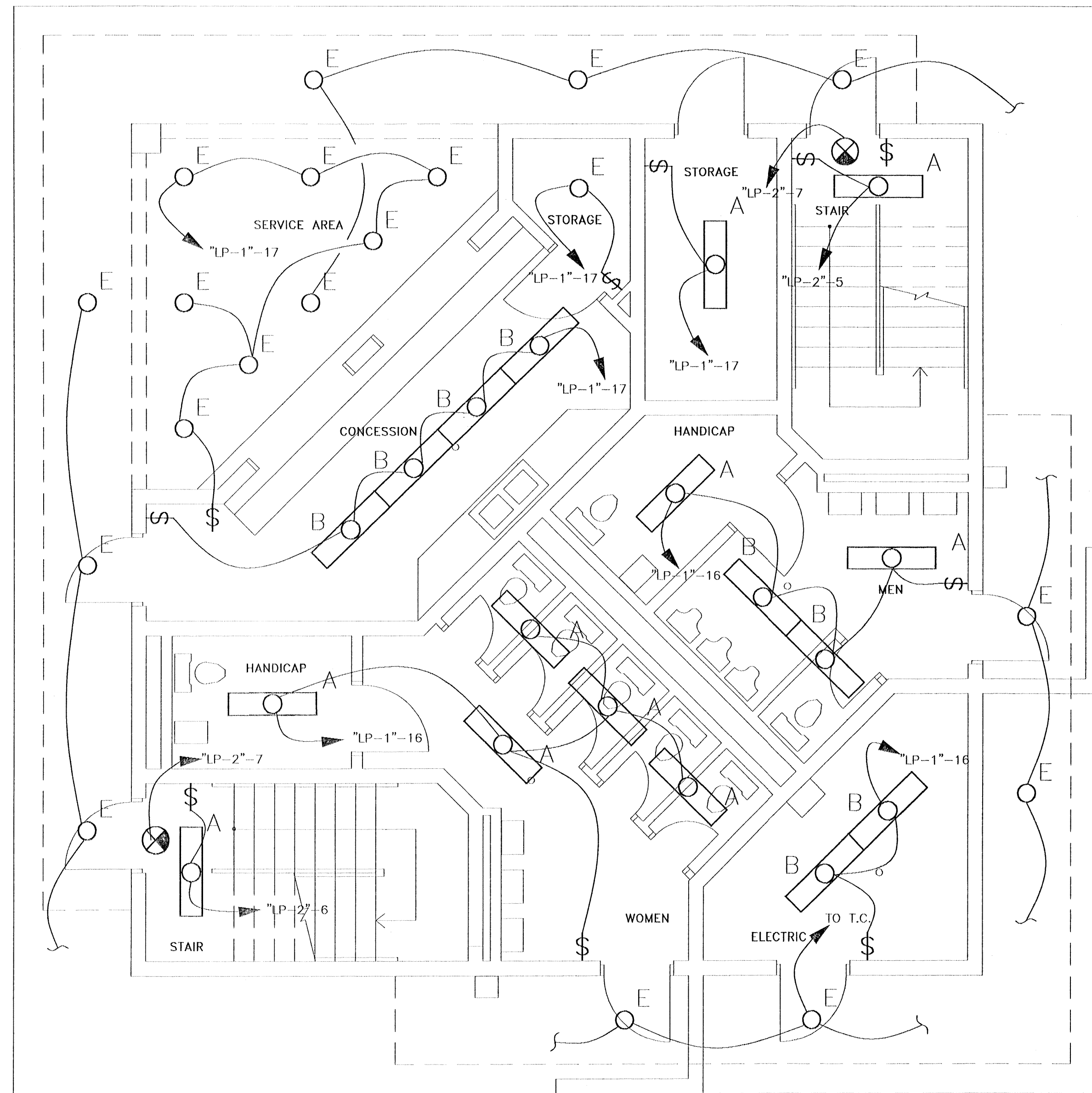
DESTIN SPORTS COMPLEX - CITY OF DESTIN
FLORIDA
SCALE: 1"=100'

PROJECT NO. 11232.01
SHT.

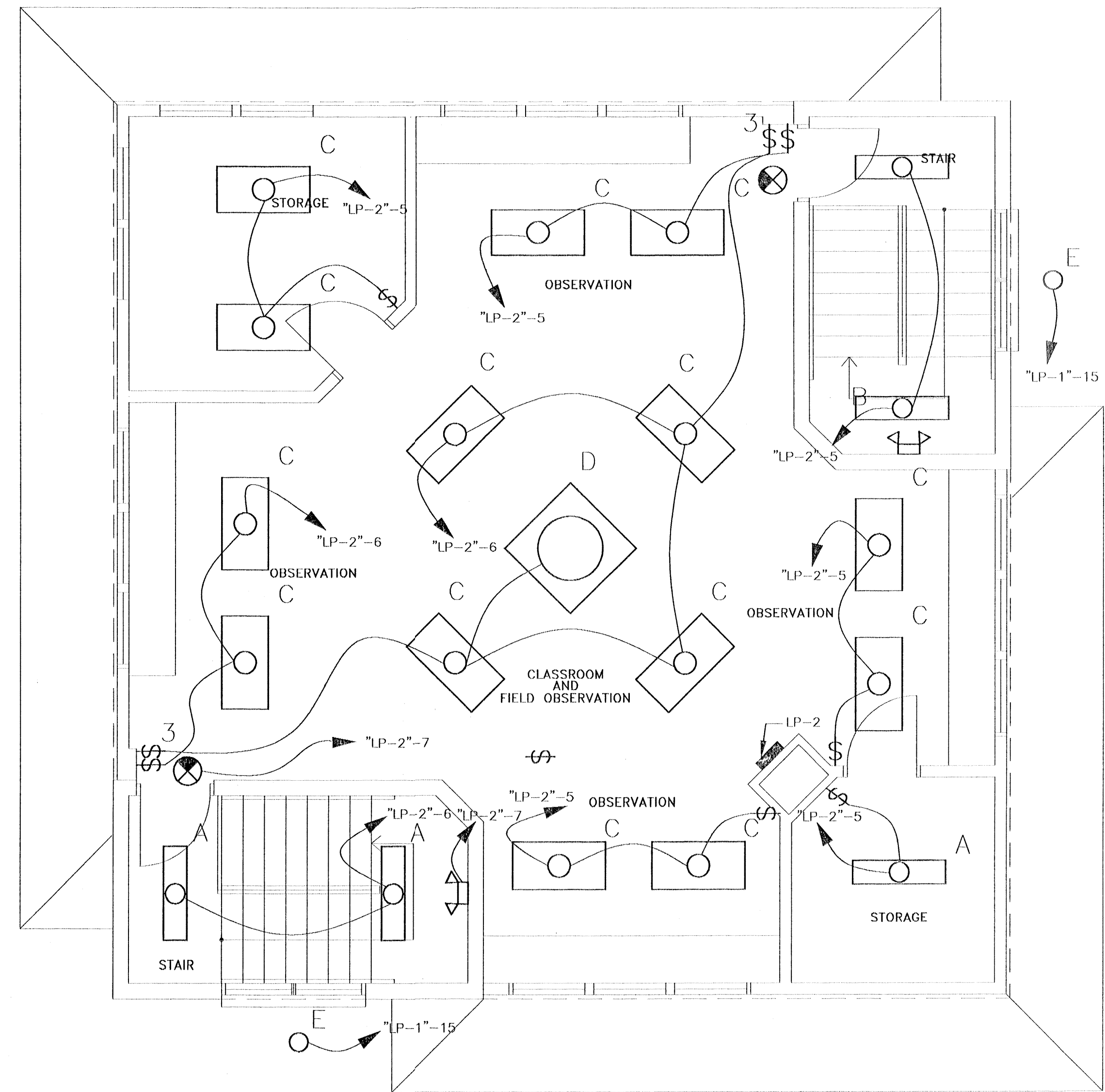
BASKERVILLE-DONOVAN, INC.
ENGINEERS ■ ARCHITECTS ■ SURVEYORS
316 S. BAYLEN ST., SUITE 300
PENSACOLA, FL 32501 (904)438-9661
PENSACOLA ■ PANAMA CITY ■ TALLAHASSEE

REVISION / ACTION TAKEN			
NO.	DATE	APPR.	
NOT RELEASED FOR CONSTRUCTION BY			DATE





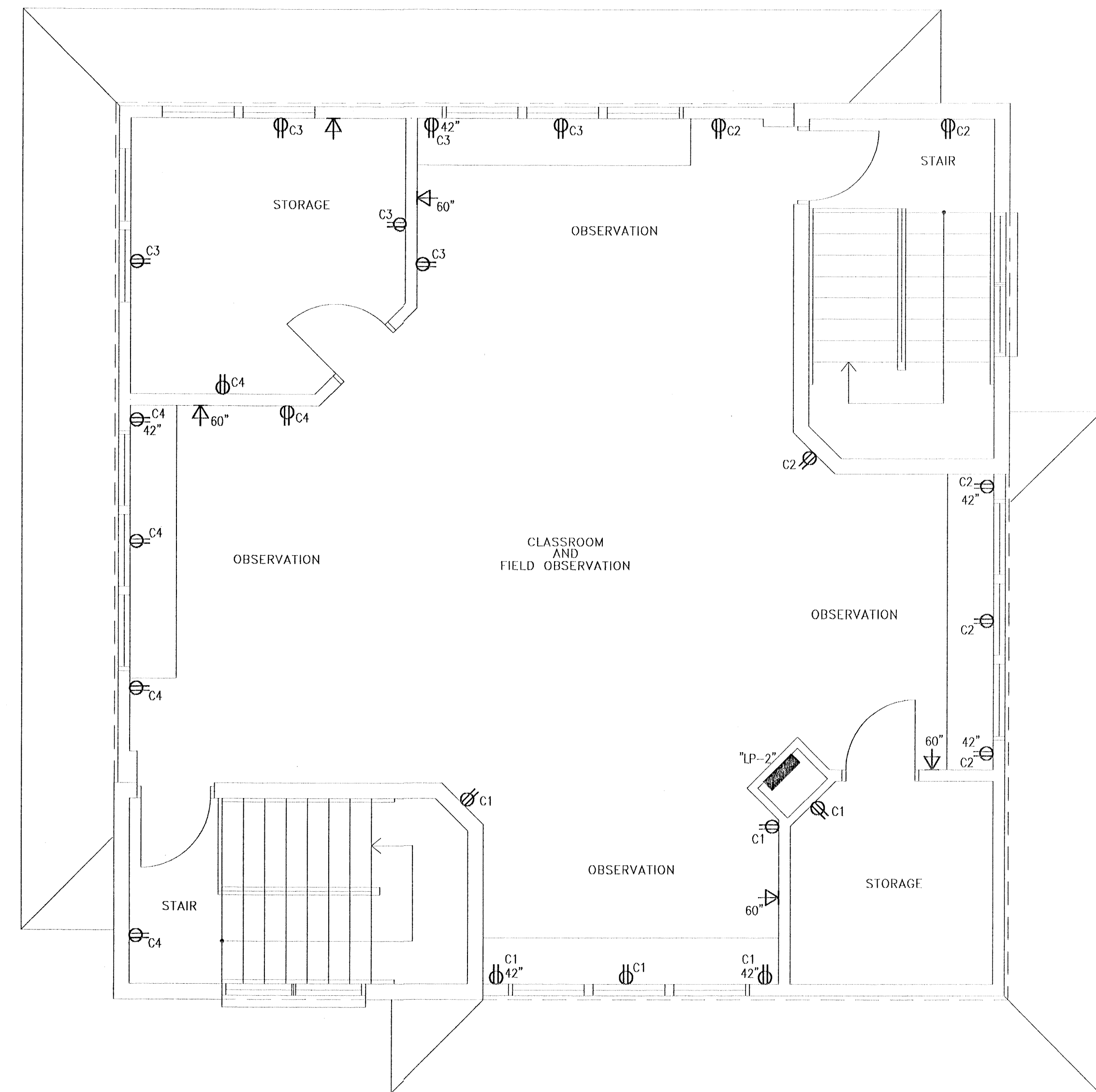
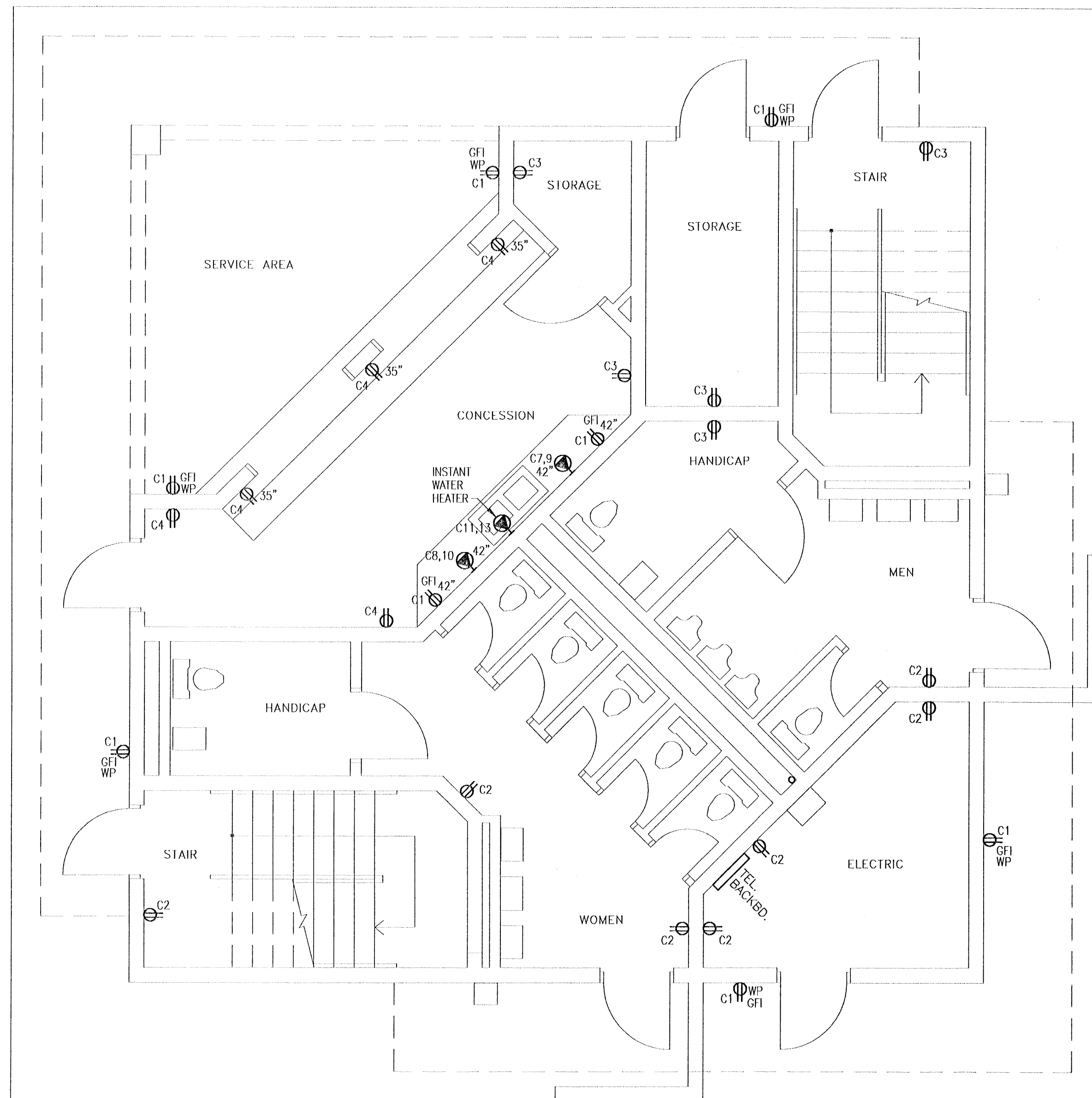
FIRST FLOOR LIGHTING PLAN
SCALE: 1/4"=1'-0"



SECOND FLOOR LIGHTING PLAN
SCALE: 1/4"=1'-0"

But is not a true original drawing. It is a reproduction of a drawing made by Baskerville Donovan, Inc. and is not to be reproduced in any form without the written consent of Baskerville Donovan, Inc.

LIGHTING PLANS					REVISION / ACTION TAKEN				
DESTIN SPORTS COMPLEX - CITY OF DESTIN					NO.	DATE	APPR.	BY	DATE
FLORIDA									
SCALE: 1/4"=1'-0"									
DESIGNED: GRP									
DRAWN: HDE									
CHECKED: GRP									
DATE: SEPT 97									
PROJECT NO. 11232.01									
NO. E3									
OF									
SHT.									
BASKERVILLE-DONOVAN, INC.					NOT RELEASED FOR CONSTRUCTION				
ENGINEERS ■ ARCHITECTS ■ SURVEYORS					PENSACOLA ■ PANAMA CITY ■ TALLAHASSEE				
316 S. BAYLEN ST., SUITE 300									
PENSACOLA, FL 32501 (904)438-9861									



Bar is one inch on original drawing. 0 _____ " If not, adjust scale accordingly.
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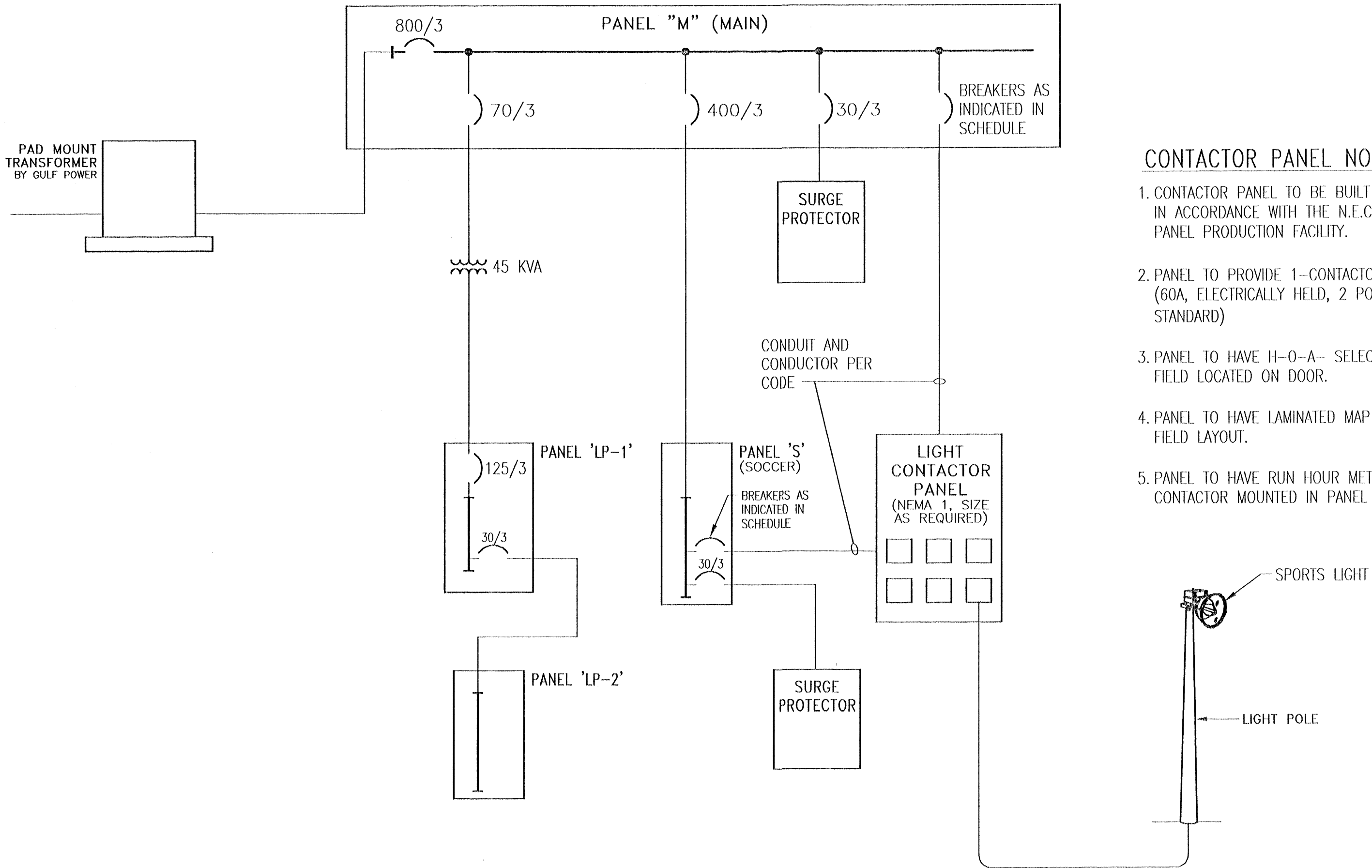
PROJECT NO. 11232.01		POWER PLANS										 BASKERVILLE- DONOVAN, INC. ENGINEERS ■ ARCHITECTS ■ SURVEYORS 316 S. BAYLEN ST., SUITE 300 PENSACOLA, FL 32501 (904) 438-9861										NO.		DATE		APPR.		REVISION / ACTION TAKEN													
SHEET		OF		E4		DESTIN SPORTS COMPLEX - CITY OF DESTIN										FLORIDA		SCALE 1/4"=1'-0"		DESIGNED GRP		DRAWN HDE		CHECKED GRP		DATE SEPT 87		PENSACOLA ■ PAVAMA CITY ■ TALLAHASSEE										NOT RELEASED FOR CONSTRUCTION BY		DATE	

PANEL: 'M'												
3 PH			4 WIRE	VOLTAGE	L-L: 480			L-N: 277	MAIN:	800 A MCB		
LOCATION:			Electrical Room		PHASE	PHASE	PHASE		MOUNTING: SURFACE			
CKT#	BKR.	POLE	DESCRIPTION	VOLT-AMP	A	B	C	VOLT-AMP	DESCRIPTION	POLE	BKR.	CKT#
1	400	3	Panel "S"	65095	71615			6520	Pole A1	2	40	2
3				65095		71615		6520				4
5				65095			71615	6520	Pole A2	2	40	6
7	70	3	Panel "LP"	15000	21520			6520				8
9				15000				6520	Pole A3	2	40	10
11				15000				6520				12
13	50	2	1/2 of Pole B4	8150	14670			6520	Pole A4	2	40	14
15				8150		14670		6520				16
17	50	2	1/2 of Pole B4	8150			14670	6520	1/2 of Pole B1	2	40	18
19				8150	14670			6520				20
21	50	2	Pole C1 & C2	8150		14670		6520	1/2 of Pole B1	2	40	22
23				8150			14670	6520				24
25	50	2	Pole C3 & C4	8150	15485			7335	1/2 of Pole B2	2	40	26
27				8150		15485		7335				28
29	50	2	Pole C5 & C6	9780			17115	7335	1/2 of Pole B2	2	40	30
31				9780	17115			7335				32
33	30	2	Pole C7	4890		13040		8150	1/2 of Pole B3	2	50	34
35				4890			13040	8150				36
37	30	3	Surge Protection		8150			8150	1/2 of Pole B3	2	50	38
39								8150				40
41							0	8150	Space			42
TOTAL LOAD(VA)/PHASE THIS PANEL:					163225	159150	152630					
TOTAL CONNECTED LOAD(VA) THIS PANEL:					475005			TOTAL CONNECTED LOAD (AMPS):		571		
TOTAL DEMAND LOAD (VA) THIS PANEL:					475005			TOTAL DEMAND LOADS (AMPS):		571		
NOTES:												
1. MINIMUM A.I.C. SHALL BE 14,000 AIC												

PANEL: 'S'												
3 PH			4 WIRE	VOLTAGE	L-L: 480			L-N: 277	MAIN:	400 A MLO		
LOCATION:			Electrical Room		PHASE	PHASE	PHASE		MOUNTING: SURFACE			
CKT#	BKR.	POLE	DESCRIPTION	VOLT-AMP	A	B	C	VOLT-AMP	DESCRIPTION	POLE	BKR.	CKT#
1	50	2	Pole S1	8150	16300			8150	Pole S2	2	50	2
3				8150		16300		8150				4
5	50	2	Pole S3	8150			16300	8150	Pole S4	2	50	6
7				8150	16300			8150				8
9	50	2	1/2 of Pole S5	8150		16300		8150	1/2 of Pole S5	2	50	10
11				8150			16300	8150				12
13	50	2	Pole S6	8150	16300			8150	Pole S7	2	50	14
15				8150		16300		8150				16
17	50	2	1/2 of Pole S8	8150			16300	8150	1/2 of Pole S8	2	50	18
19				8150	16300			8150				20
21	50	2	Pole S9	8150		16300		8150	Pole S10	2	50	22
23				8150			16300	8150				24
25	50	2	Pole C8	8150	9650			1500	Parking Lot	2	30	26
27				8150		9650		1500				28
29			Space		0		0		Space	2	50	30
31			Space		0	0			Space			32
33			Space				0		Space			34
35			Space					0	Space			36
37	30	3	Surge Protection		0				Space			38
39						0			Space			40
41							0		Space			42
TOTAL LOAD(VA)/PHASE THIS PANEL:					74850	74850	65200					
TOTAL CONNECTED LOAD(VA) THIS PANEL:					214900			TOTAL CONNECTED LOAD (AMPS):		258		
TOTAL DEMAND LOAD (VA) THIS PANEL:					214900			TOTAL DEMAND LOADS (AMPS):		258		
NOTES:												
1. MINIMUM A.I.C. SHALL BE 14,000 AIC												

PANEL: LP-1												
3 PH			4 WIRE	VOLTAGE	L-L: 208			L-N: 120	MAIN:	125 A MCB		
LOCATION, ROOM #			DESCRIPTION	VOLT-AMP	PHASE	PHASE	PHASE		MOUNTING: SURFACE			
CKT#	BKR.	POLE	DESCRIPTION	VOLT-AMP	A	B	C	VOLT-AMP	DESCRIPTION	POLE	BKR.	CKT#
1	20	1	GFI RECEPTACLE	1600	3000			1400	RECEPTACLE	1	20	2
3	20	1	RECEPTACLE	1000		2200		1200	RECEPTACLE	1	20	4
5	20	1	SPECIAL OUTLET	640			1160	520	SPECIAL OUTLET	1	20	6
7	30	2			0	0				2	30	8
9									SPACE			10
11	30	2	INSTANT WATER HTR.				0		EXHAUST FAN	1	20	12
13					0				LIGHTING	1	20	14
15	20	1	SOFFIT LIGHTS	1100		1900		800				16
17	20	1	LIGHTING				1050	1050	SPACE			18
19			SPACE		0				SPACE			20
21			SPACE			0			SPACE			22
23			SPACE				0		SPACE			24
25			SPACE		0				SPACE			26
27			SPACE			0			SPACE			28
29			SPACE				0		SPACE			30
TOTAL LOAD(VA)/PHASE THIS PANEL:					3000	4100	2210					
TOTAL CONNECTED LOAD(VA) THIS PANEL:					9310			TOTAL CONNECTED LOAD (AMPS):		26		
TOTAL DEMAND LOAD (VA) THIS PANEL:					9310			TOTAL DEMAND LOADS (AMPS):		26		
NOTES:												
1. MINIMUM A.I.C. SHALL BE												

PANEL: LP-2												
3 PH			4 WIRE	VOLTAGE	L-L: 208			L-N: 120	MAIN:	125 A MCB		
LOCATION, ROOM #			DESCRIPTION	VOLT-AMP	PHASE	PHASE	PHASE		MOUNTING: SURFACE			
CKT#	BKR.	POLE	DESCRIPTION	VOLT-AMP	A	B	C	VOLT-AMP	DESCRIPTION	POLE	BKR.	CKT#
1	20	1	RECEPTACLE	1200	2400			1200	RECEPTACLE	1	20	2
3	20	1	RECEPTACLE	1200		2400		1200	RECEPTACLE	1	20	4
5	20	1	LIGHTING	640			1160	520	LIGHTING	1	20	6
7	20	1	EXIT LT/EMULT	20	20				SPACE	1	20	8
9	20	1	SPACE			0			SPACE	1	20	10
11	20	1	SPACE				0		SPACE	1	20	12
13	20	1	SPACE		0				SPACE	1	20	14
15	20	1	SPACE			0			SPACE	1	20	16
TOTAL LOAD(VA)/PHASE THIS PANEL:					2420	2400	1160					
TOTAL CONNECTED LOAD(VA) THIS PANEL:					5980			TOTAL CONNECTED LOAD (AMPS):		17		
TOTAL DEMAND LOAD (VA) THIS PANEL:					5980			TOTAL DEMAND LOADS (AMPS):		17		
NOTES:												
1. MINIMUM A.I.C. SHALL BE												



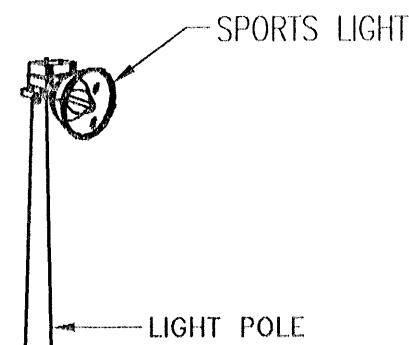
NOTES:
1. SURGE SUPPRESSORS SHALL BE CURRENT TECHNOLOGY MODEL SF100.

SINGLE LINE DIAGRAM

NO SCALE

CONTACTOR PANEL NOTES:

1. CONTACTOR PANEL TO BE BUILT BY CONTRACTOR IN ACCORDANCE WITH THE N.E.C. IN A UL APPROVED PANEL PRODUCTION FACILITY.
2. PANEL TO PROVIDE 1-CONTACTOR PER FIELD (60A, ELECTRICALLY HELD, 2 POLES PER LIGHT STANDARD)
3. PANEL TO HAVE H-O-A- SELECTOR SWITCH PER FIELD LOCATED ON DOOR.
4. PANEL TO HAVE LAMINATED MAP OF SITE INDICATING FIELD LAYOUT.
5. PANEL TO HAVE RUN HOUR METER FOR EACH CONTACTOR MOUNTED IN PANEL DOOR.



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SINGLE LINE DIAGRAM, PANEL SCHEDULES

BASKERVILLE-DONOVAN, INC.
ENGINEERS ■ ARCHITECTS ■ SURVEYORS

316 S. BAYVIEW ST., SUITE 300
PENSACOLA, FL 32501 (904) 438-9666

PENSACOLA ■ PANAMA CITY ■ TALLAHASSEE

DESTIN SPORTS COMPLEX - CITY OF DESTIN

FLORIDA

SCALE: NO SCALE DESIGNED: GRP DRAWN: DOE CHECKED: GRP DATE: SEPT 97

PROJECT NO. 11232.01

NO. E5 OF 5

SHI.

NOT RELEASED FOR CONSTRUCTION BY DATE

REVISION / ACTION TAKEN

APPR.

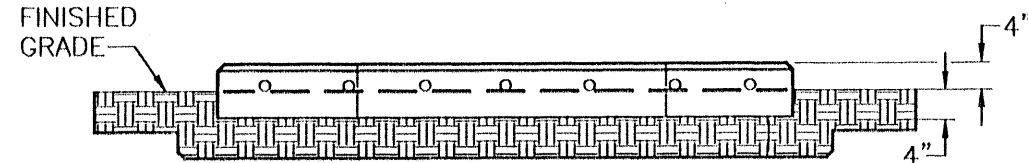
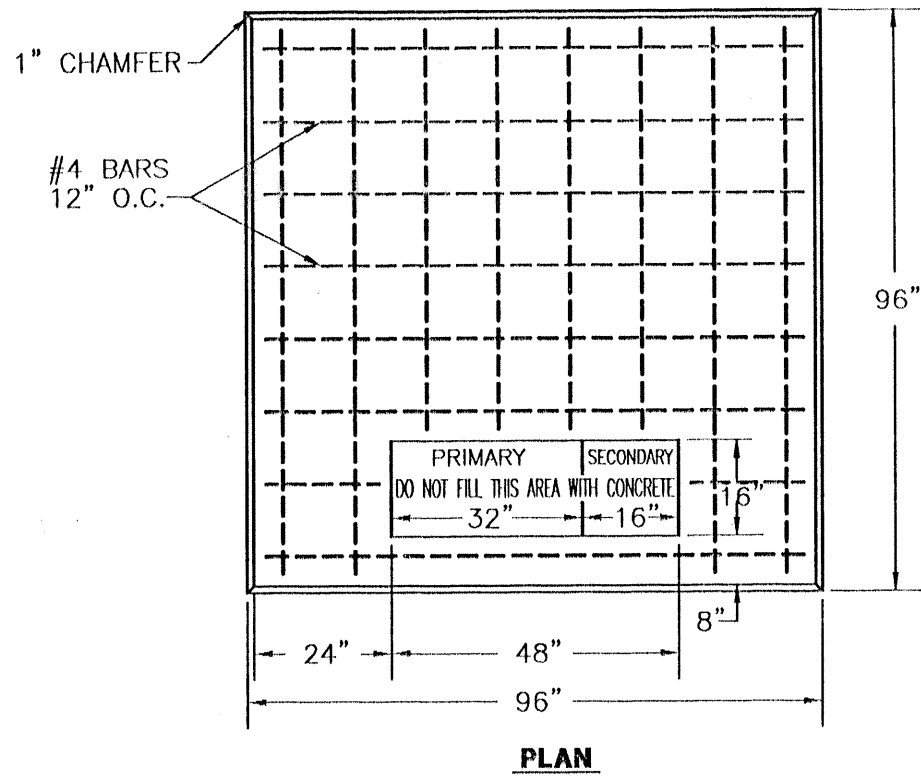
NO.

DATE

LIGHTING FIXTURE SCHEDULE					
MARK	SYMBOL	MANUFACTURER	CAT. NO	LAMPS	DESCRIPTION
A		KENALL	7200-F3218-E8	2-F32W18	1'X4' STATIC
B		KENALL	7100-F3218-EB	1-F32W18	1'X4'
C		KENEALL	CMB100M120BPC	1-100MH	MOUNT 8" ABOVE FINISHED FLOOR MINIMUM.
					NOTES

NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH NATIONAL ELECTRICAL CODE.
2. ALL LIGHTING SHALL FOLLOW THE STANDARDS SET BY THE ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA.



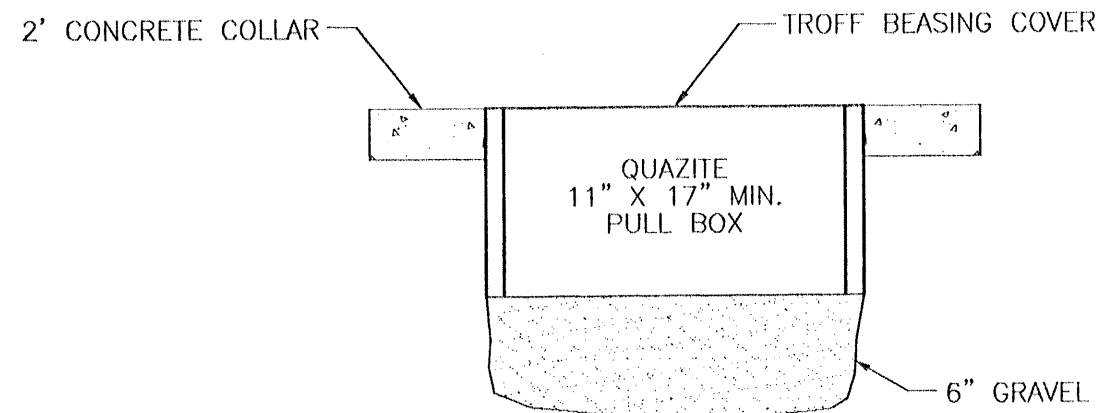
NOTES :

1. INSTALL WITH A MINIMUM CLEARANCE OF 10 FT. FROM ALL BUILDINGS AND 5 FT. FROM ALL OBSTRUCTIONS.
2. CONCRETE SHALL HAVE A MINIMUM ULTIMATE 28 DAY COMPRESSIVE STRENGTH OF NOT LESS THAN 3,000 LBS. PAD SHALL NOT BE CURED LESS THAN 72 HOURS.

GULF POWER CO.
TRANSFORMER PAD DETAIL

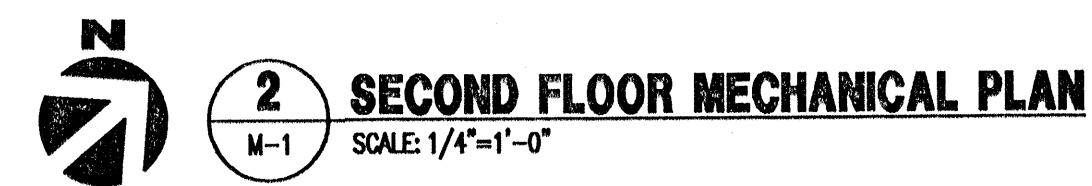
NOT TO SCALE

(300-1000 KVA 3 PHASE RADIAL OR LOOPFEED PAD MOUNTED TRANSFORMER)



ELECTRICAL PULL BOX
NTS

Bar is one inch on original drawing. 0 1/2 inch on this drawing. 1/2 inch on this drawing. 1/4 inch on this drawing. 1/8 inch on this drawing. 1/16 inch on this drawing. 1/32 inch on this drawing. 1/64 inch on this drawing. 1/128 inch on this drawing. 1/256 inch on this drawing. 1/512 inch on this drawing. 1/1024 inch on this drawing. 1/2048 inch on this drawing. 1/4096 inch on this drawing. 1/8192 inch on this drawing. 1/16384 inch on this drawing. 1/32768 inch on this drawing. 1/65536 inch on this drawing. 1/131072 inch on this drawing. 1/262144 inch on this drawing. 1/524288 inch on this drawing. 1/1048576 inch on this drawing. 1/2097152 inch on this drawing. 1/4194304 inch on this drawing. 1/8388608 inch on this drawing. 1/16777216 inch on this drawing. 1/33554432 inch on this drawing. 1/67108864 inch on this drawing. 1/134217728 inch on this drawing. 1/268435456 inch on this drawing. 1/536870912 inch on this drawing. 1/1073741824 inch on this drawing. 1/2147483648 inch on this 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Bar is one inch on original drawing. 0 _____ 1" if not, adjust scale accordingly.
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NO.	DATE	APPR.	REVISION / ACTION TAKEN
NOT RELEASED FOR CONSTRUCTION BY			DATE



**BASKERVILLE-
DONOVAN, INC.**

316 S. BAYLEN ST., SUITE 300
PENSACOLA, FL. 32501 (904)438-9661

MECHANICAL FLOOR PLANS

DESTIN SPORTS COMPLEX - CITY OF DESTIN

SCALE AS SHOWN	DESIGNED FPC	DRAWN JPG	CHECKED FPC	DATE JAN 1998
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PROJECT NO	11232.01
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NO.	M-1
OF	
SHT.	

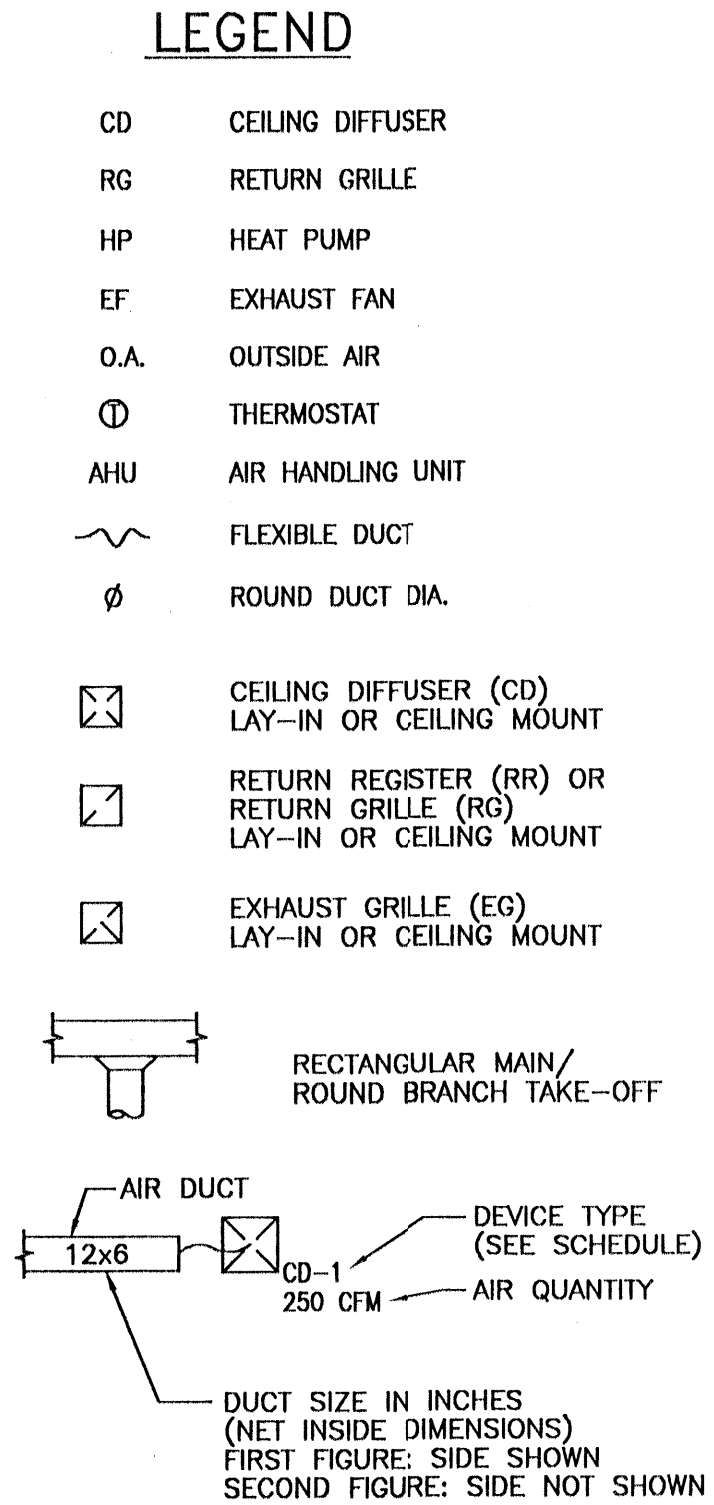
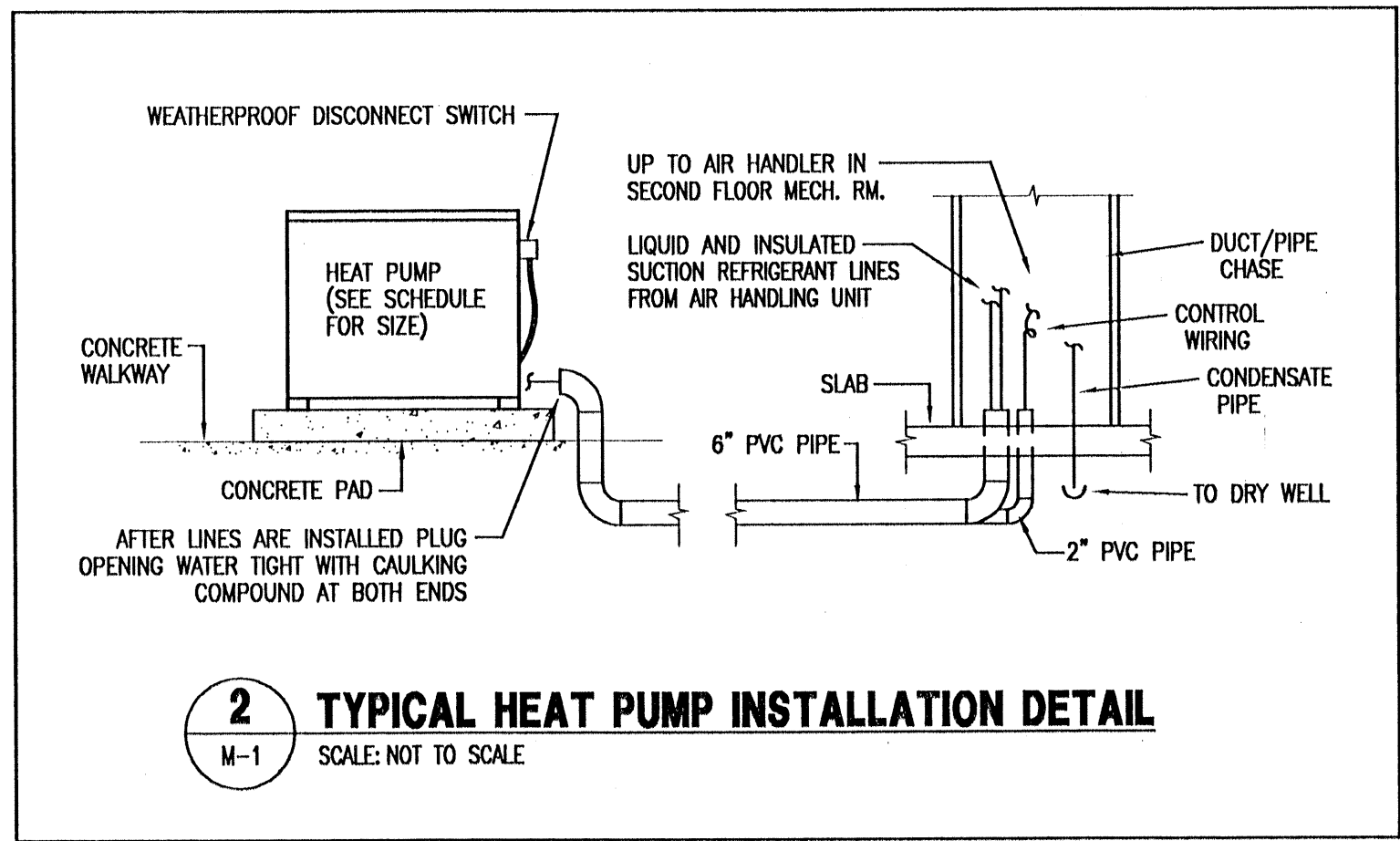
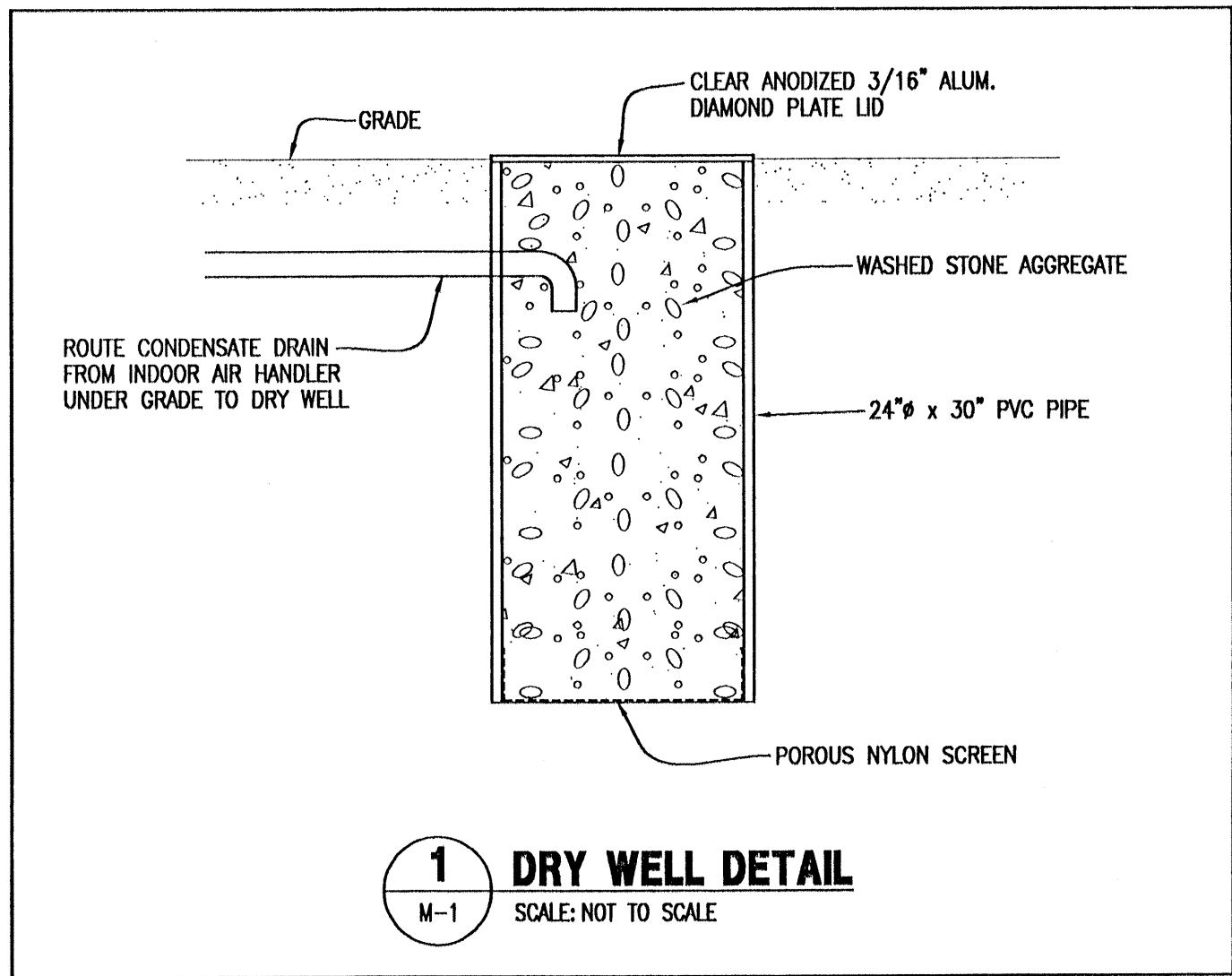
SPLIT SYSTEM UNIT SCHEDULE		
FAN	MARK, AHU	1
	LOCATION	MECH. RM.
	TOTAL CFM	1730
	OUTSIDE AIR CFM	330
	TOTAL STATIC PRESSURE, IN. W.G.	0.90
	EXTERNAL STATIC PRESSURE, IN. W.G.	0.40
	WHEEL TYPE	FC
	WHEEL DIAMETER	12
	MOTOR HP (NOMINAL)	0.75
	ENTERING AIR, DB°F	79.2
	ENTERING AIR, WB°F	66.2
	LEAVING AIR, DB°F	56.3
	LEAVING AIR, WB°F	55.1
	TOTAL COOLING, BTU/HR (MIN)	58,500
HEAT PUMP	SENSIBLE COOLING, BTU/HR (MIN)	42,900
	LATENT COOLING, BTU/HR (MIN)	15,600
	HEATING CAPACITY, BTU/HR (HEAT PUMP)	63,000
	ENTERING AIR, DB°F	20
	STRIP HEAT, KW/# STAGES	23/2
	ELECTRICAL	208V/1Ø/60HZ
	TYPE UNIT	VERTICAL DRAW-THRU
	MARK, HP	1
	TOTAL CAPACITY, BTU	58,500
	NO. OF COMPRESSORS	1
	COMPRESSOR FULL LOAD, AMPS	9.3
	SEER - MIN	10.85
	COP - MIN	3.2
	NO. OF FANS	1
	FAN FLA	0.5
	ELECTRICAL	460V/3Ø/60HZ
	COOLING AMBIENT TEMP, °F	95
	HEATING AMBIENT TEMP, °F	47
	UNIT RLA	9.8
	UNIT MCA	14
	UNIT MAX FUSE OR HACR BRKR	20

NOTES

- EXTERNAL STATIC PRESSURES DO NOT INCLUDE PRESSURE DROP THROUGH INDOOR UNIT OR CLEAN FILTERS.
- VERTICAL DRAW THRU WITH SUPPLEMENTAL ELECTRIC HEAT.
- HEATING RATINGS ARE AT 47°F OUTDOOR TEMPERATURE.
- PROVIDE OUTDOOR UNIT WITH CONDENSER COIL GUARDS, COMPRESSOR TIME DELAY ON RESTART CONTROL, AND SUCTION LINE(S), FILTER DRYER, REFRIGERANT SIGHT GLASS, AUTOMATIC DEFROST CYCLE, AND THERMOSTAT.
- REFRIGERANT PIPING SIZE, ROUTING AND CONFIGURATION SHALL BE AS RECOMMENDED BY MANUFACTURER OF AIR HANDLING UNIT. INSULATE SUCTION LINE(S) WITH 3/4" THICK UNICELLULAR INSULATION. COVER INSULATION EXPOSED TO WEATHER WITH PVC JACKET.
- ROUTE REFRIGERANT AND CONDENSATE DRAIN PIPING TO ALLOW CONVENIENT ACCESS TO INDOOR UNIT FOR SERVICING. ALLOW A MINIMUM OF 2'-0" CLEARANCE IN FRONT OF ALL UNIT ACCESS PANELS. ROUTE CONDENSATE PIPING TO DRY WELL.
- PROVIDE 5 YEAR MANUFACTURER'S WARRANTY ON OUTDOOR COILS AND COMPRESSORS.
- PROVIDE SINGLE POINT POWER CONNECTION FOR AHU AND STRIP HEAT.
- INSTALLATION SHALL COMPLY WITH THE MANUFACTURER'S PRINTED INSTRUCTIONS, THE 1997 STANDARD MECHANICAL CODE AND ALL OTHER APPLICABLE CODES AND STANDARDS.

EXHAUST FAN SCHEDULE																				
MARK EF--	LOCATION	SERVICE	FAN TYPE	WHEEL TYPE		TOTAL CFM	TOTAL S.P. INCHES	MAX. SONES	DRIVE TYPE	MAX. RPM	CONTROL	DAMPER	INTERLOCK	FAN CLASS	FAN MOTOR LOCATION	MOTOR DATA				REMARKS BASED ON COOK
				TYPE	MIN DIA. INCHES											HP (WATTS)	RPM	PH	VOLT	
1	WOMEN'S	TOILET	IN-LINE	FC	6.3	610	0.25	6	DIRECT	1375	SWITCH	BDD	LIGHTS	1	OUTSIDE	0.25	1625	1	115	MODEL GC-740
2	MEN'S	TOILET	IN-LINE	FC	6.3	430	0.25	4	DIRECT	1100	SWITCH	BDD	LIGHTS	1	OUTSIDE	0.25	1625	1	115	MODEL GC740

DIFFUSER AND GRILLE SCHEDULE									
MARK	DESCRIPTION	MANUFACTURER	MODEL NO.	MODULE/DUCT SIZE	MOUNTING	DAMPER	MATERIAL	COLOR	REMARKS
CD-1	CEILING DIFFUSER	TITUS	TMSA-AA	24x24	SURFACE	YES	ALUM	WHITE	LOUVERED FACE
RG-1	RETURN GRILLE	TITUS	25RFL	24x20	WALL	NO	STEEL	WHITE	FILTER BAR GRILLE
EG-1	EXHAUST GRILLE	TITUS	56FL	12x12	SURFACE	NO	ALUM	WHITE	BAR GRILLE
EG-2	EXHAUST GRILLE	TITUS	56FL	10x10	SURFACE	NO	ALUM	WHITE	BAR GRILLE

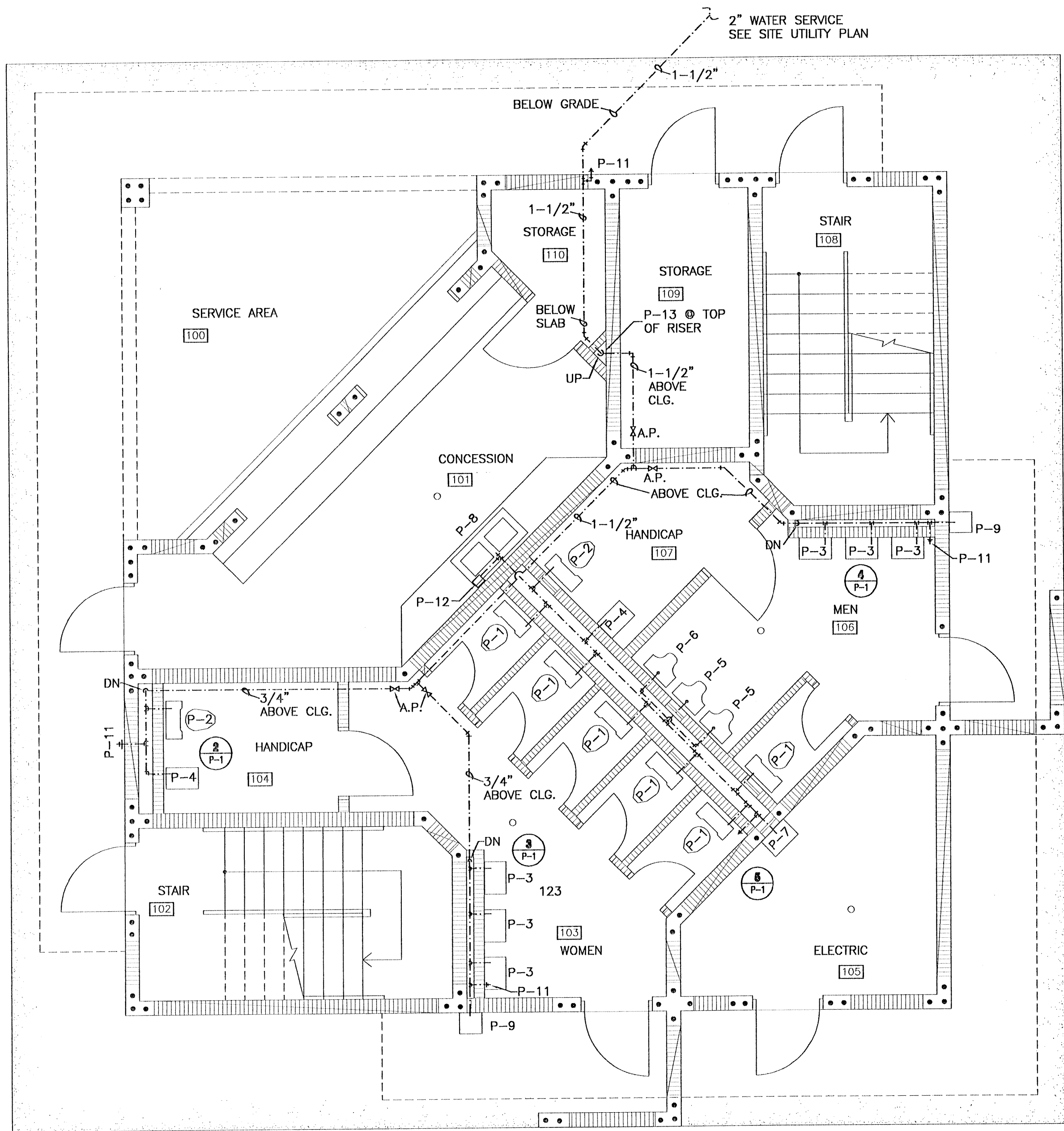


NEW WORK NOTES

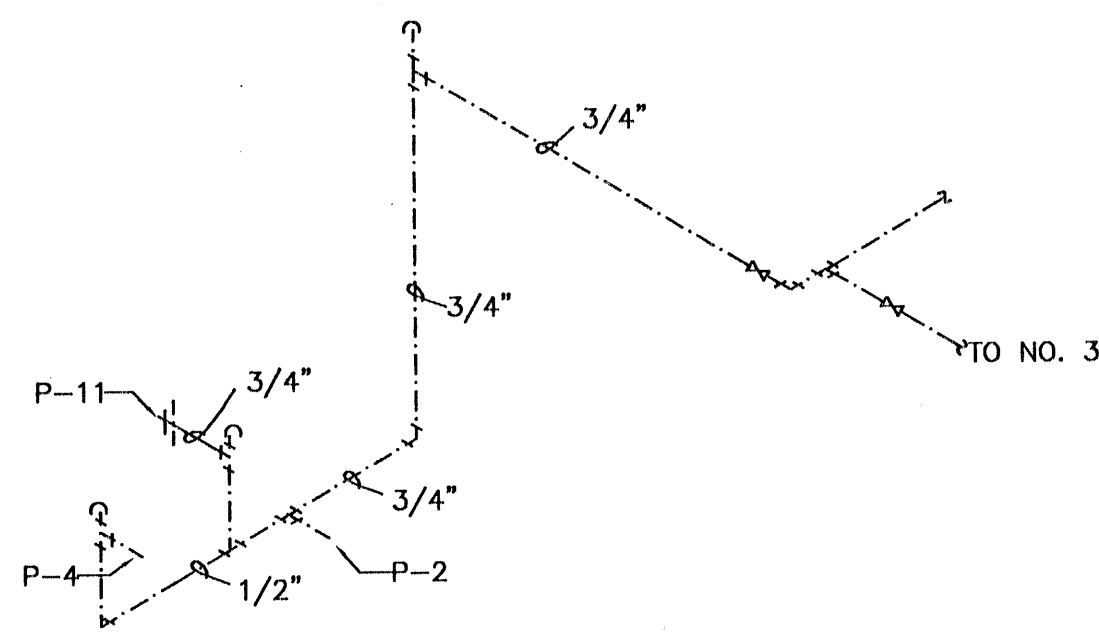
- ENTIRE INSTALLATION SHALL COMPLY WITH THE STANDARD MECHANICAL CODE, AND ALL APPLICABLE LOCAL CODES AND ORDINANCES.
- HVAC REGISTERS, GRILLES, DIFFUSERS, ETC. ARE SHOWN IN APPROXIMATE LOCATIONS. ACTUAL LOCATIONS SHALL BE DETERMINED IN THE FIELD, FULLY COORDINATED AND IN COMPLIANCE WITH ALL CONTRACT DOCUMENTS. IN NO INSTANCE SHALL THE LOCATION VIOLATE STANDARDS, CODES, GOOD HVAC PRINCIPLES, AND THE INTENT OF THE HVAC DESIGN. CONSULT WITH CONTRACTING OFFICER PRIOR TO RELOCATION.
- PROVIDE ALL TRANSITION FITTINGS, OFFSETS, ETC., IN DUCTWORK NECESSARY FOR COMPLETE AND WORKING SYSTEM.
- PROVIDE MANUAL BALANCING DAMPERS IN ALL BRANCH DUCTS.
- HVAC DRAWINGS, IN SOME RESPECTS, ARE DIAGRAMMATIC. COORDINATION, LAYOUT OF SECTIONS, OR FIELD MEASUREMENTS MAY BE REQUIRED PRIOR TO FABRICATION OF DUCTWORK. MODIFY SIZES, AS APPROVED BY ENGINEER, FOR FIT.
- ALL SUPPLY AIR DUCTWORK SHALL BE LOW PRESSURE RECTANGULAR OR ROUND SPIRAL SEAM, SMACNA STATIC PRESSURE CLASS 1" W.G., SEAL CLASS C, EXTERNALLY INSULATED. DUCT SIZES INDICATED ARE INTERNAL DIMENSIONS.
- ALL RETURN AIR DUCTWORK SHALL BE LOW PRESSURE RECTANGULAR OR ROUND SPIRAL SEAM, SMACNA STATIC PRESSURE CLASS 1" W.G., SEAL CLASS B. DUCT SIZES INDICATED ARE INTERNAL DIMENSIONS.
- ALL OUTSIDE AIR INTAKE DUCTWORK SHALL BE LOW PRESSURE RECTANGULAR, SMACNA STATIC PRESSURE CLASS 1" W.G., SEAL CLASS B, EXTERNALLY INSULATED. DUCT SIZES INDICATED ARE INTERNAL DIMENSIONS.
- PROVIDE 2" THICK, R6, FSK INSULATION ON ALL SUPPLY AND OUTSIDE AIR DUCTS.
- MOUNT ALL DUCTWORK AS HIGH AS POSSIBLE, BETWEEN FRAMING IF NECESSARY. AVOID ROUTING DUCTWORK OVER LIGHTS WHEREVER POSSIBLE. WHERE DUCTWORK MUST RUN OVER LIGHTS MAINTAIN MINIMUM 4" CLEARANCE BETWEEN DUCT INSULATION AND TOP OF LIGHTS.
- PROVIDE 1-1/2" THICK 3/4 LB. DENSITY INTERNAL INSULATION IN RETURN PLENUM ONLY.
- COORDINATE EXHAUST FANS AND DUCT INSTALLATION WITH FRAMING AND CEILING PLANS.
- PROVIDE TESTING, ADJUSTING AND BALANCING BY AN INDEPENDENT AGENCY CERTIFIED BY AABC OR NEBB.

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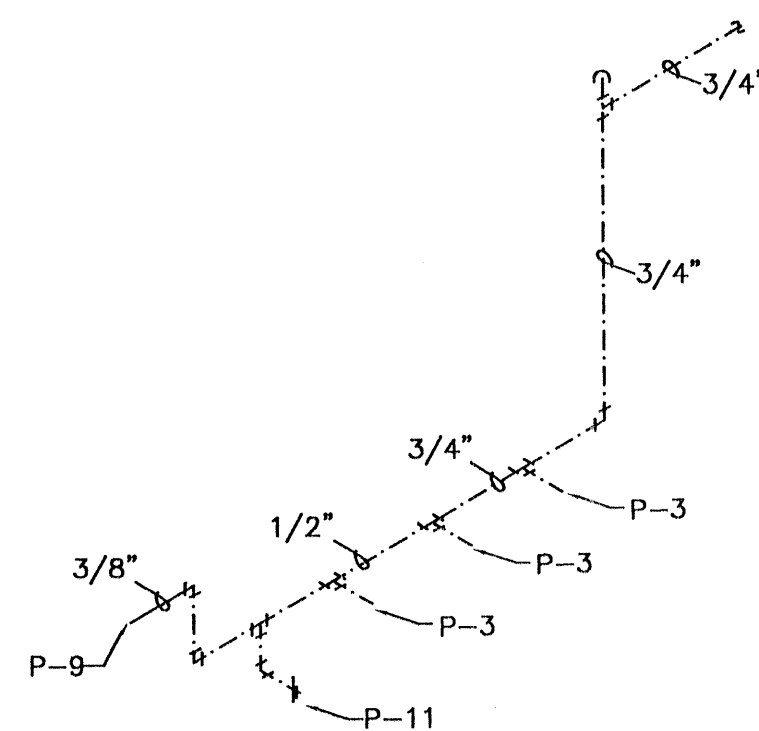
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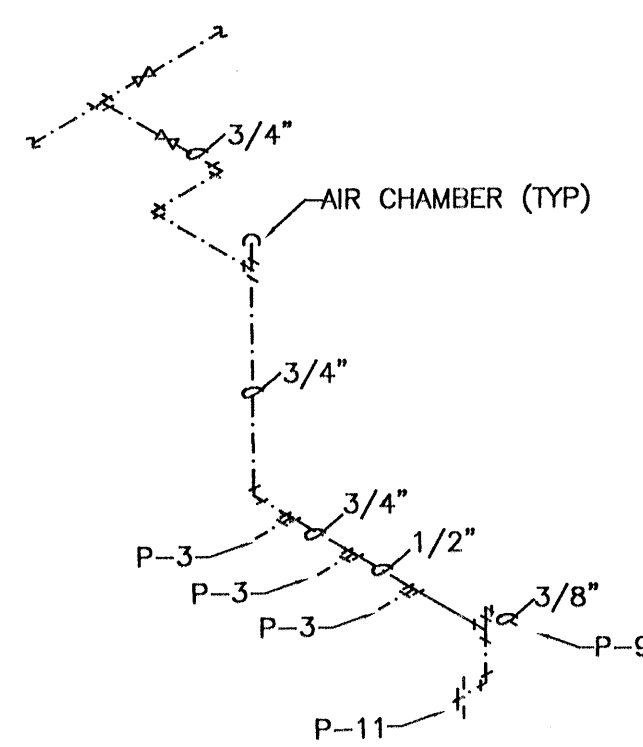
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SCALE: 1/4"=1'-0"



2 WATER RISER
SCALE: N.T.S.



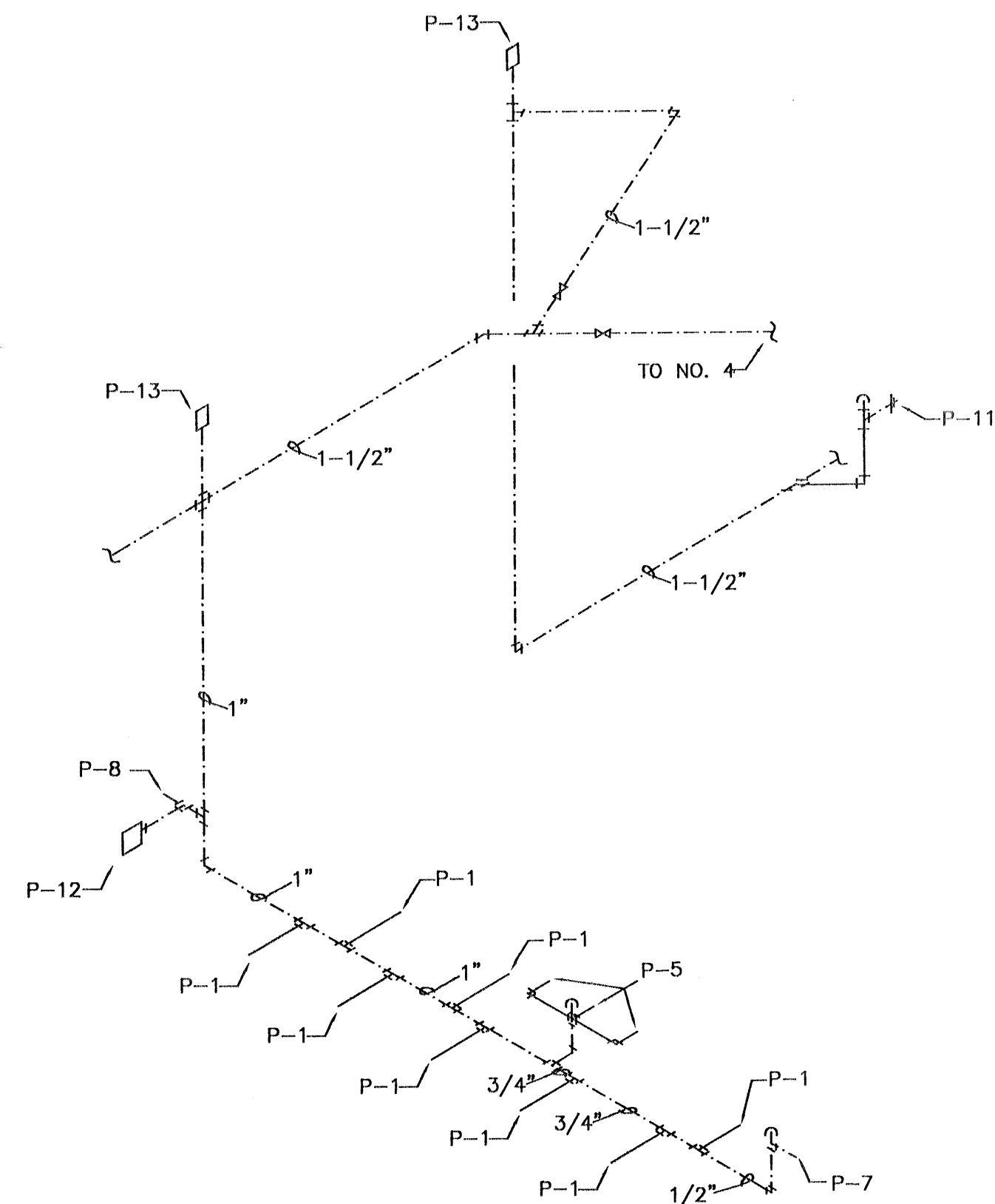
3 WATER RISER
SCALE: N.T.S.



4 WATER RISER
SCALE: N.T.S.

GENERAL PLUMBING NOTES

- FOR HANDICAP PLUMBING FIXTURES, CONFORM TO ADA 1997 FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION REQUIREMENTS, INCLUDING BUT NOT NECESSARILY LIMITED TO MOUNTING HEIGHTS AND LOCATION WITH RESPECT TO WALLS AND ADJACENT FIXTURES.
- INSULATE EXPOSED LAVATORY WASTE AND WATER SUPPLY LINES WITH "TRAP WRAP" SERIES 500 INSULATION AS MANUFACTURED BY BROCAR PRODUCTS, INC. 1-800-827-1207
- DOMESTIC WATER LINES SHALL BE COPPER, AND INSULATED WITH 5/8" MINIMUM PIPE INSULATION.
- SUPPORT ALL PIPING BY COPPER HANGERS OR CLAMPS. VERTICAL: 48" O/C MAXIMUM SPACING. HORIZONTAL: 72" O/C MAXIMUM SPACING.
- PROVIDE TRAP PRIMERS AND 1/2" TRAP PRIMER LINES FROM EACH FLOOR DRAIN TO THE NEAREST LAVATORY.
- CONTRACTOR SHALL PROVIDE APPROPRIATE PIPING IN ACCORDANCE WITH APPLICABLE CODE REQUIREMENTS AND ADJUST PIPING LOCATIONS WHERE NECESSARY TO MEET BUILDING CONDITIONS.
- SLOPE WATER LINES TOWARD HOSE BIBBS NEAR ENDS OF WATER LINES SO THAT HOSE BIBBS MAY BE USED TO DRAIN THE SYSTEM WHEN THE STORAGE ROOM VALVE IS SHUT-OFF.
- BUILDING SEWER SHALL HAVE A MINIMUM SLOPE OF 1/4" PER FOOT. BRANCH DRAINS SHALL HAVE A MINIMUM SLOPE OF 1/8" PER FOOT.
- WASTE AND VENT PIPING SHALL BE SCHEDULE 40, PVC.
- OFFSET VENT PIPING TO ONE SIDE OF DUCT/PIPING CHASE TO MAKE ROOM FOR HVAC DUCT WORK.
- PROVIDE BACKFLOW PREVENTER AND WATER METER IN ACCORDANCE WITH THE UTILITY COMPANY REQUIREMENTS.



5 WATER RISER
SCALE: N.T.S.

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DOMESTIC WATER PLANS

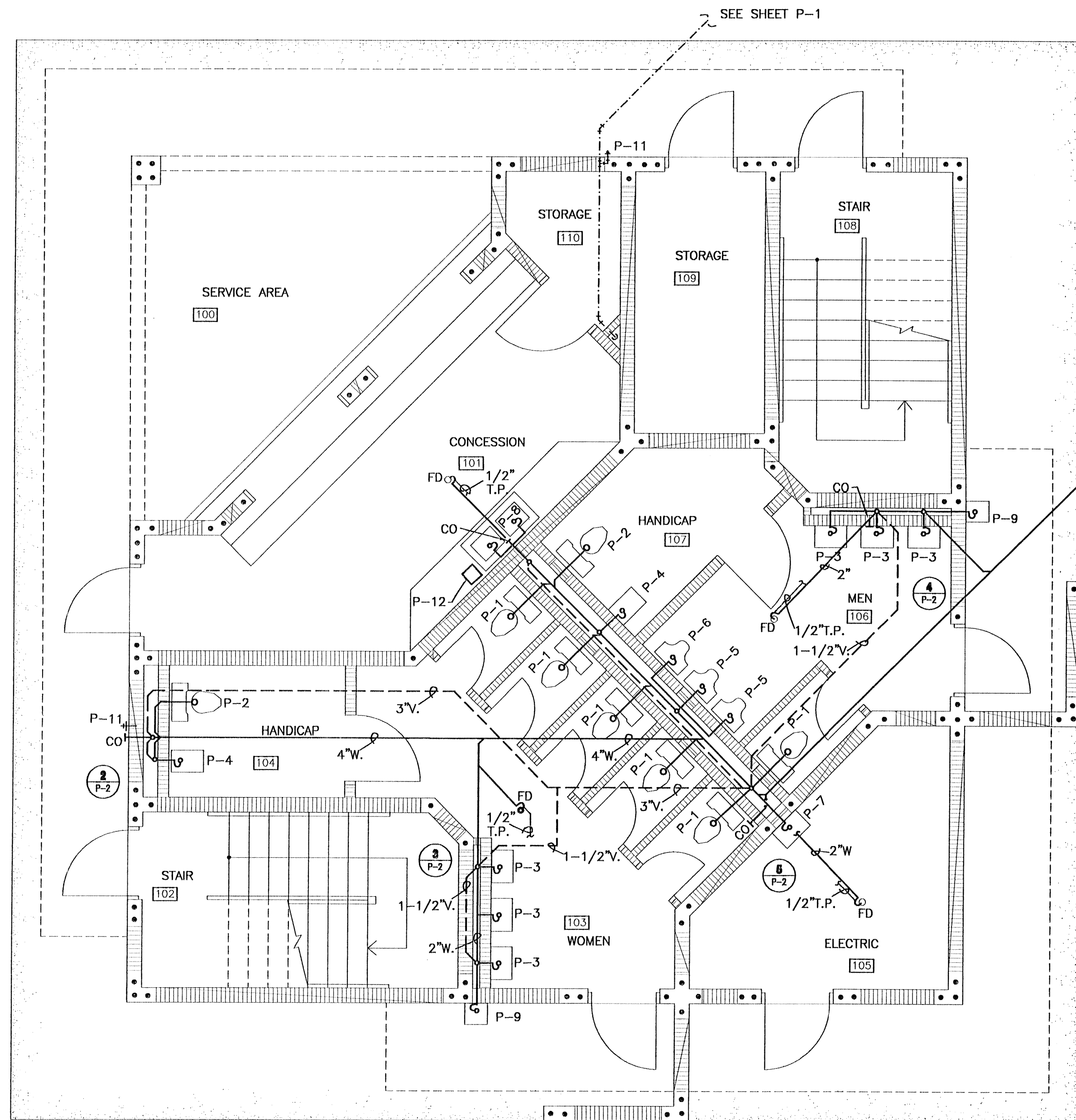
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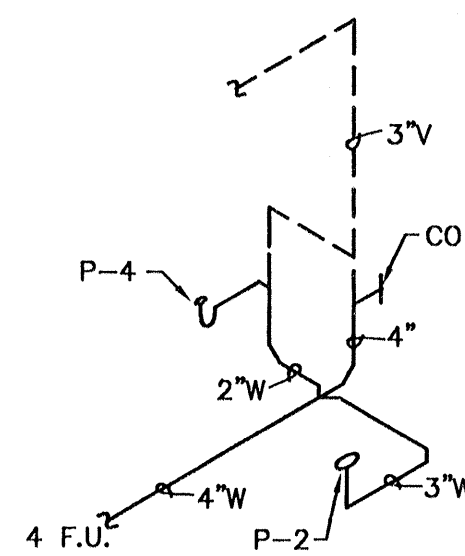
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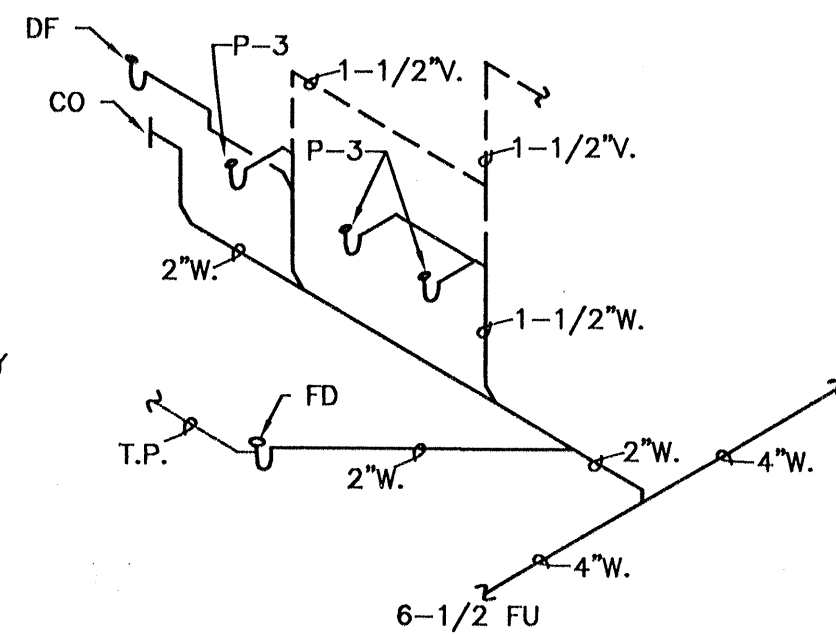
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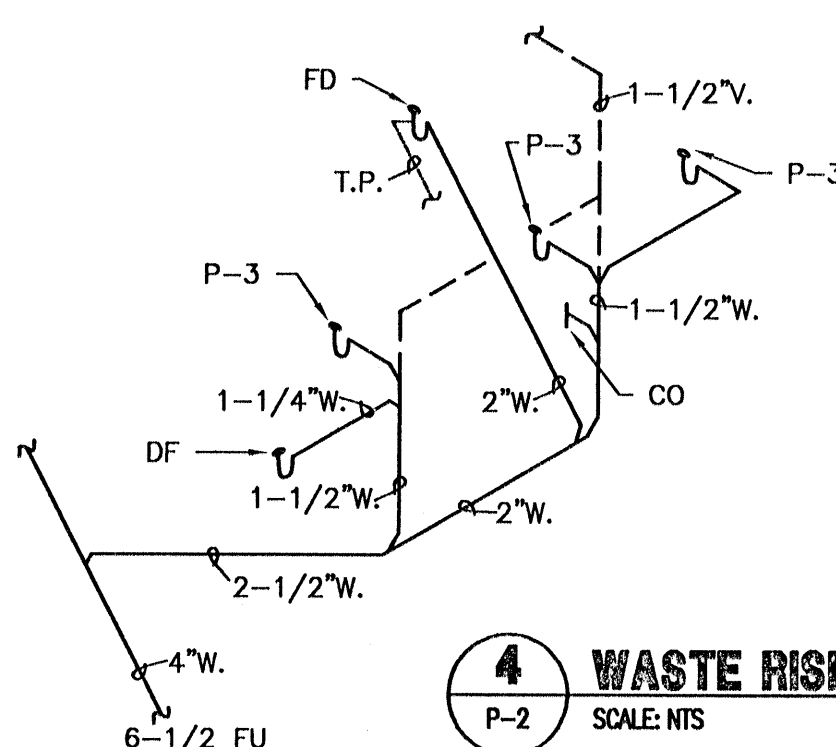
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SCALE: 1/4"=1'-0"



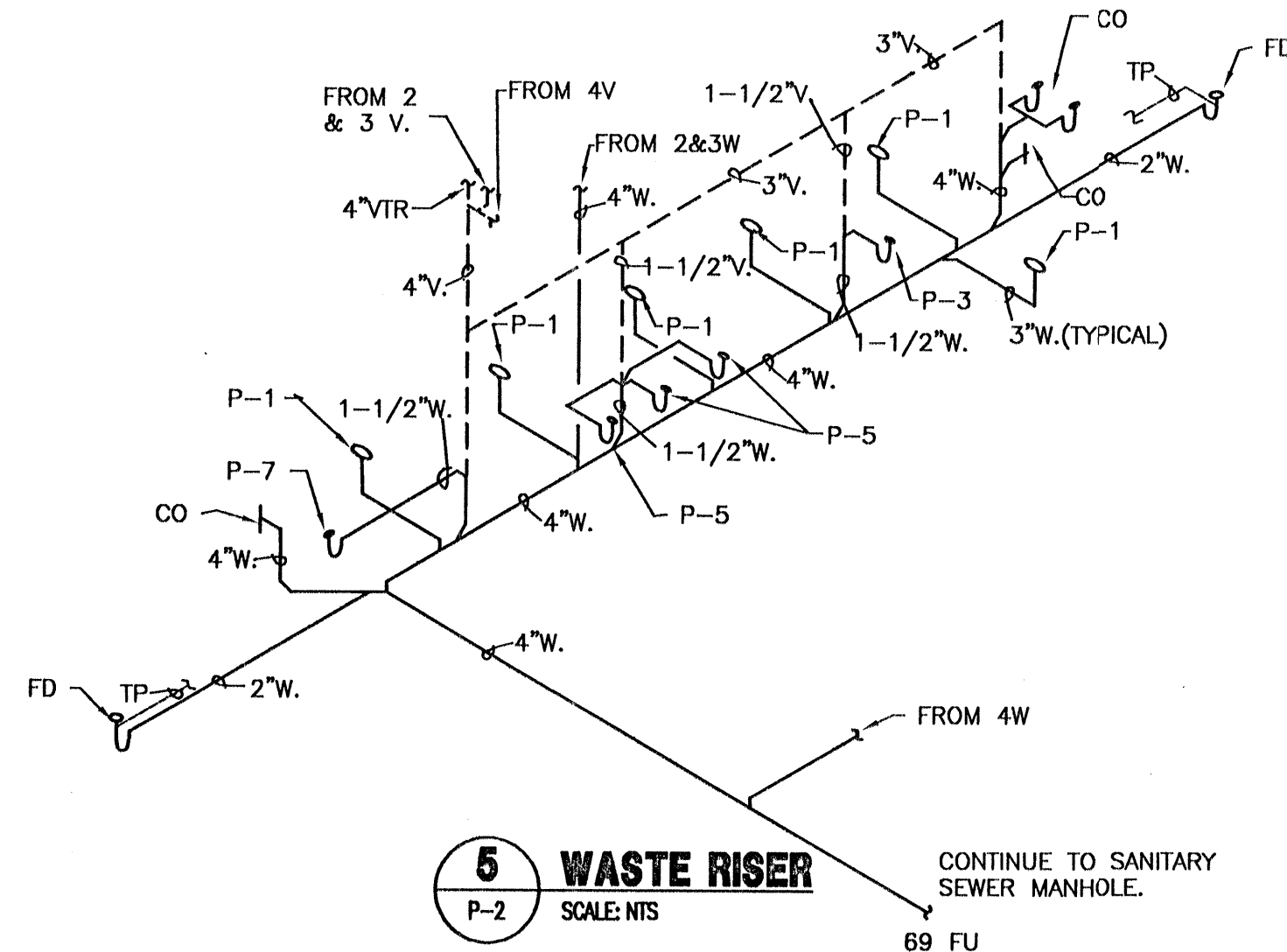
2 WASTE RISER
SCALE: NTS



3 WASTE RISER
SCALE: NTS



4 WASTE RISER
SCALE: NTS



5 WASTE RISER
SCALE: NTS

PLUMBING FIXTURE SCHEDULE		
FIX. NO.	FIXTURE TYPE	DESCRIPTION
P-1	WATER CLOSET	CRANE MODEL 3-842/3-852, BOWL: 3-372 NEW GALAXY LIFE ELONGATED RIM BOWL (14-1/2" HIGH), VITREOUS CHINA LOW CONSUMPTION, SIPHON ACTION; BOLT CAPS. TANK: 3-547 DELUXE RADCLIFFE 12" ROUGHING-IN VITREOUS CHINA TANK AND COVER WITH FLUSHVALVE, FLOAT VALVE WITH BACKFLOW PREVENTER, AND CHROME PLATED TRIP LEVER. SUPPLY: ANGLE SUPPLY PIPE (3/8" I.P.S.) WITH WHEEL HANDLE STOP, OPEN FRONT PLASTIC SEAT, NO COVER.
P-2	HANDICAP WATER CLOSET	CRANE MODEL 3-854/3-153E CONFORMING TO THE REQUIREMENTS OF ADA. BOWL: HYMONT 3-154E LOW CONSUMPTION, VITREOUS CHINA SIPHON ACTION, ELONGATED RIM BOWL (17-1/4" HIGH) WITH SELF DRAINING JET; BOLT CAPS. SUPPLY: ANGLE SUPPLY PIPE (3/8" I.P.S.) WITH WHEEL HANDLE STOP. TANK: 3-544E 12" ROUGH-IN TANK AND COVER WITH FLUSHVALVE, FLOAT VALVE WITH BACKFLOW PREVENTER AND CHROME PLATED TRIP LEVER. OPEN FRONT PLASTIC SEAT, NO COVER.
P-3	LAVATORY	CRANE MODEL 1-194-V LAVATORY: NORWICH 1-194-V VITREOUS CHINA LAVATORY WITH BACK, RECTANGULAR BASIN (18" X 15-1/2"), SPLASH LIP, FRONT OVERFLOW, TRIM: CH-8000-6 DIAL-ESE SUPPLY AND INDIRECT LIFT WASTE FITTING WITH AERATOR, 2-3/4" BLADE HANDLES WITH INDEXED BUTTONS, UNION RINGS AND 1-1/4" O.D. OUTLET TAILPIECE. INLETS ON 4" CENTERS; REST ROOMS DO NOT HAVE HOT WATER. SUPPORT: BUILT-IN WALL OR CHAIR CARRIER WITH CONCEALED ARMS. SUPPLIES: ANGLE SUPPLIES 3/8" I.P.S. WITH WHEEL STOPS AND FLEXIBLE RISERS. TRAP: 8-5260 CHROME PLATED CAST BRASS ADJUSTABLE "P" TRAP.
P-4	WHEELCHAIR LAVATORY	CRANE MODEL 1H-360 (20" X 27") CONFORMING TO THE REQUIREMENTS OF ADA. LAVATORY: VITREOUS CHINA WITH LOW SHELF BACK, CONTOURED FRONT, SHALLOW FRONT BASIN, FRONT OVERFLOW, DRILLED FOR CARRIER WITH CONCEALED ARMS. TRIM: CH-8006 (4") DIAL-ESE SUPPLY FITTING WITH GOOSENECK SPOUT, AERATOR, 4-1/2" BLADE HANDLES AND UNION RINGS. SUPPORTS: BUILT-IN WALL CARRIER WITH CONCEALED ARMS. SUPPLIES: C-1152 ANGLE SUPPLIES (3/8" I.P.S.) WITH LOOSE KEY STOPS. TRAP: 8-5260 CHROME PLATED CAST BRASS ADJUSTABLE "P" TRAP (1-1/4") WITH CLEANOUT AND WASTE TO WALL, INSULATION: BROCAR PRODUCTS INC. "TRAP WRAP" CONFORMING TO ADA REQUIREMENTS FOR WASTE AND WATER SUPPLY PIPING.
P-5	URINAL	CRANE MODEL 7-187 CROMWELL, URINAL: CROMWELL 7-187 VITREOUS CHINA WASHOUT WALL URINAL WITH INTEGRAL EXTENDED SHIELDS, FLUSHING RIM AND TRAP, 3/4" TOP SPUD, 2" I.P.S. FEMALE OUTLET CONNECTION AND CONCEALED SUPPORTING HANGERS, MOUNTING HEIGHT: 24" FROM FLOOR TO LIP.
P-6	HANDICAP URINAL	CRANE MODEL 7-187 CROMWELL, URINAL: CROMWELL 7-187 VITREOUS CHINA WASHOUT WALL URINAL WITH INTEGRAL EXTENDED SHIELDS, FLUSHING RIM AND TRAP, 3/4" TOP SPUD, 2" I.P.S. FEMALE OUTLET CONNECTION AND CONCEALED SUPPORTING HANGERS, MOUNTING HEIGHT: 16" FROM FLOOR TO LIP.
P-7	SERVICE SINK	CRANE MODEL 7-503, SINK: SERVICE SINK 7-503 VITREOUS CHINA WITH 9" HIGH DRILLED BACK AND SUPPORTING SCREW HOLE. TRIM: C-5048 ROUGH CHROMIUM-PLATED UTILITY SINK FAUCET WITH DIAL-ESE CONTROLS, RIGID HOSE AND SPOUT WITH FAIL HOOK, INDEXED 2-3/4" BLADE HANDLES AND 1/2" FEMALE UNION INLETS WITH ADJUSTABLE FLANGES. RIM GUARD: 8-7083 RIM GUARD SET. TRAP: ACID RESISTING PORCELAIN ENAMELED INSIDE, CAST IRON ADJUSTABLE "P" TRAP STANDARD (3") WITH METAL STRAINER, GASKETS AND CLEANOUT PLUG.
P-8	KITCHEN SINK	CRANE MODEL 5-140-S, SINK: CRESTMONE 5-140 ACID-RESISTING, PORCELAIN ENAMELED STEEL, TWO COMPARTMENT (32" X 21") FLAT RIM COUNTERTOP SINK WITH EXTENDED BACK LEDGE WITH THREE (3) DRILLED HOLES. SUPPLIES: ANGLE SUPPLIES 3/8" I.P.S. WITH WHEEL HANDLE STOP AND FLEXIBLE RISERS. FRAME: S-1700 CHROME SINK FRAME.
P-9	DRINKING FOUNTAIN	CRANE 6-523, FOUNTAIN: NEU-WATERFALL 6-523 VITREOUS CHINA WALL-MOUNTED DRINKING FOUNTAIN WITH 6-5/8" HIGH BACK, ELEVATED BUBBLER BASE, INTEGRAL STRAINER, AND CONCEALED HANGER. TRIM: C-6029 SUPPLY FITTING CONSISTING OF - C-6001 PURFLO ANGLE STREAM BUBBLER; C-6021 AUTOMATIC STREAM REGULATOR; C-6010 PUSH BUTTON SELF-CLOSING VALVE; C-6014 SCREWDRIVER STOP; WITH C-6042 ACCESS COVER PLATE. TRAP: TRIMMED WITH 8-5684 CHROME PLATED CAST BRASS FEMALE "P" TRAP (1-1/4" I.P.S.) WITH CLEANOUT PLUG.
P-10	FLOOR DRAIN	ZURN Z-2B-400-VP "TYPE H" ROUND STRAINER, ADJUSTABLE TOP AND SECURED HEELPROOF GRATE. PROVIDE TRAP AND TRAP PRIMER CONNECTION FOR 1/2" WATER LINE.
P-11	HOSE BIBB	WOODFORD MODEL 24P-1/2 WITH LOOSE KEY OPERATOR.
P-12	INSTANT WATER HEATER	EEMAX MODEL SP420B, SIZE: (10-3/4" X 5-1/4" X 2-1/8") - 208 VOLT, 4.1 KW OUTPUT, 19.7 AMPS. SUPPLY PIPE: 3/8" I.P.S. COMPRESSION PIPE FITTING, MOUNTING: BACK OF BASE CABINET BELOW KITCHEN SINK.
P-13	WATER HAMMER ARRESTOR	WATTS, SIZE TO MATCH PIPE SIZES.

PLUMBING FIXTURE CONNECTION SIZES				
FIX. NO.	FIXTURE TYPE	MINIMUM TRAP SIZE	FIXTURE UNITS	WATER SUPPLY SIZE
P-1	WATER CLOSET	3"	4	3/8"
P-2	HANDICAP WATER CLOSET	3"	4	3/8"
P-3	LAVATORY	1-1/4"	1	3/8"
P-4	WHEELCHAIR LAVATORY	1-1/4"	1	3/8"
P-5	URINAL	2"	4	1-1/4"
P-6	HANDICAP URINAL	2"	4	1-1/4"
P-7	SERVICE SINK	3"	3	1/2"
P-8	KITCHEN SINK	1-1/2"	2	1/2"
P-9	DRINKING FOUNTAIN	1"	1/2	3/8"
P-10	FLOOR DRAIN	2"	3	1/2"
P-11	HOSE BIBB	---	---	1/2"
P-12	INSTANT WATER HEATER	---	---	1/2"
P-13	WATER HAMMER ARRESTOR	---	---	---

FIRST FLOOR WASTE PLANS

DESTIN SPORTS COMPLEX - CITY OF DESTIN

FLORIDA
DATE JAN 1998
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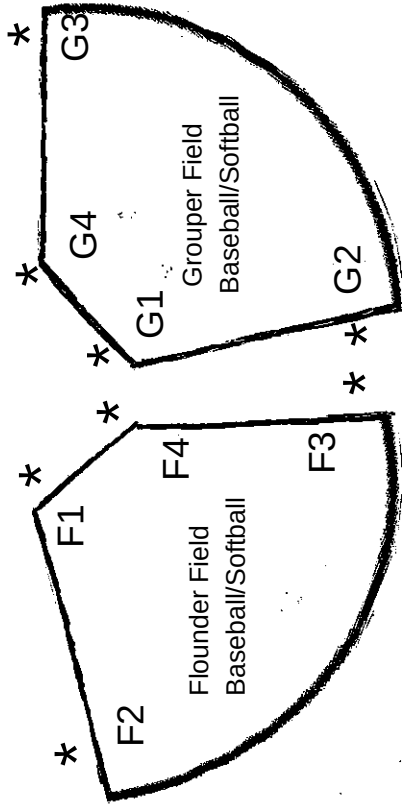
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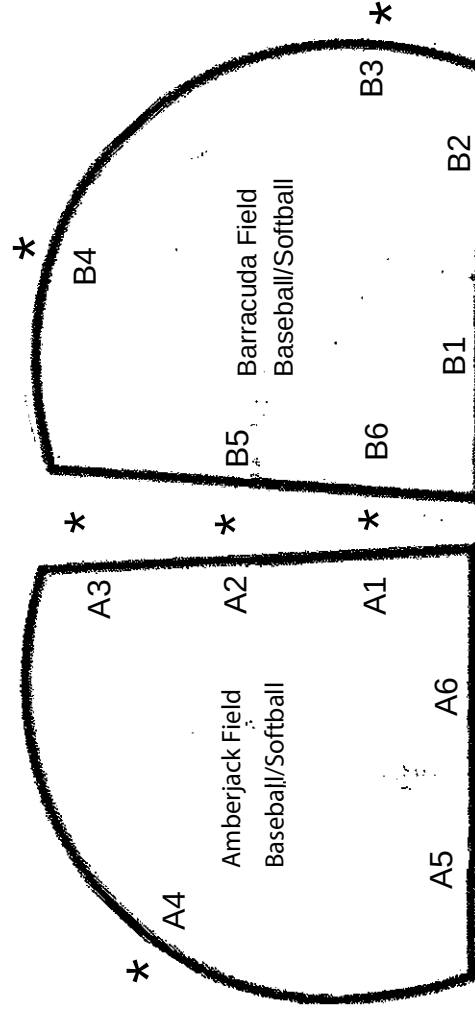
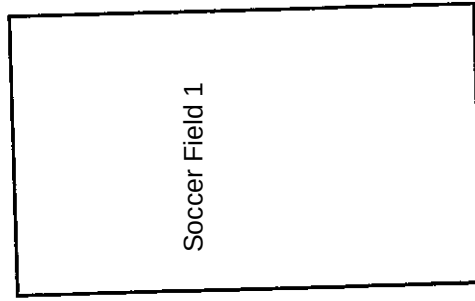
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See site plan on original drawings. If not, adjust scale accordingly. This drawing is not to be used on any other project and is to be returned upon request. It is not to be used on any other project and is to be returned upon request.

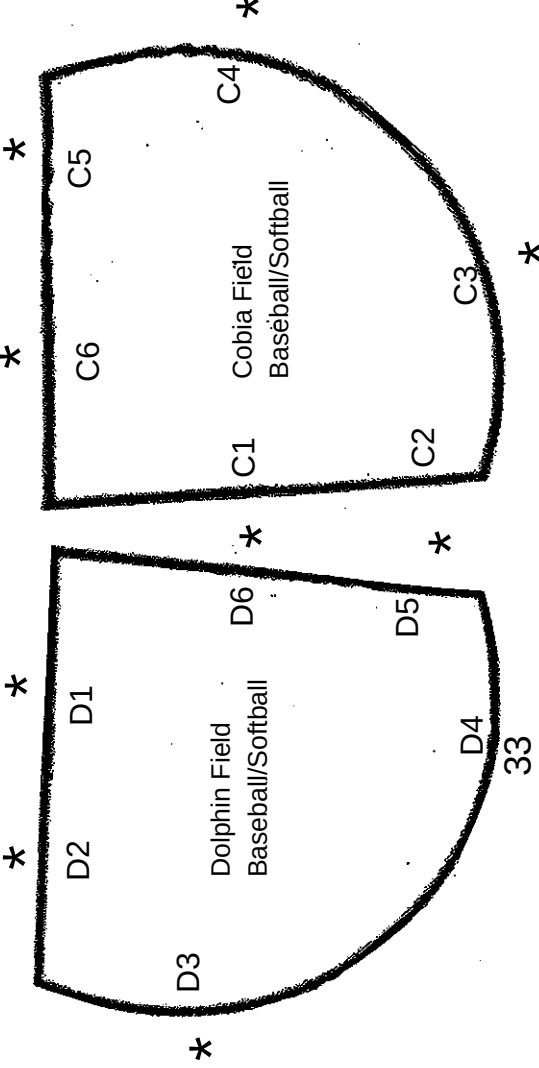
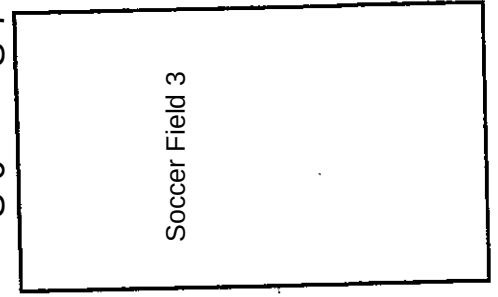
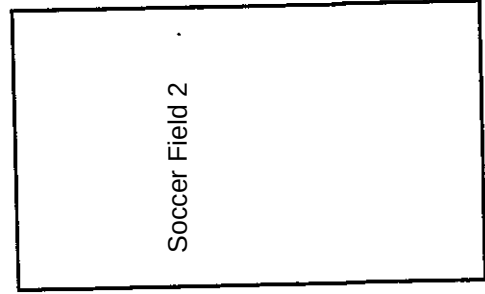
Morgan Sports Center Field Lights Diagram



S-1 S-2



S-3 S-4 S-5 S-6 S-7



S-8 S-9 S-10

2017 Little League[®] Lighting Standards & Safety Audit



Little League
Baseball



Little League
Softball

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Lighting

Night games have been permitted in Little League® programs starting in 1957 with the second Little League International Congress in Chicago. Standards set by the Illuminating Engineering Society (IES) of North America were adopted by Little League Baseball in 1957, and have been updated with recommendations from the National Electric Code, the Uniform Building Code, and others.

Over the years, these standards have been refined and have been adopted by Little League Baseball, the National Recreation Society and other organizations. **THE IMPORTANCE OF ADHERING TO THESE STANDARDS CANNOT BE OVERSTATED, TO ENSURE THE UNIFORMITY OF LIGHTING LITTLE LEAGUE FIELDS. ALL LIGHTING SYSTEMS MUST COMPLY WITH LITTLE LEAGUE STANDARDS, WITHOUT REGARD TO WHO INSTALLS OR FINANCES THE SYSTEM** (such as city, county, private individual, etc.).

Many leagues operate in conjunction with other organizations or municipalities. This does not need to be a roadblock in making sure that standards are met. Instead, it is a matter of educating people at all levels on this vital aspect of league operations.

The District Administrator (and each local Little League President) are directly responsible for ensuring that any fields on which night games are played within his/her league or district are up to these standards. The potential liability risks we all face make compliance even more imperative.

As the Little League program grows and leagues charter more divisions, the demand for fields increases dramatically. For many leagues, a less costly alternative to constructing new fields is the installation of lighting, providing optimum use of available fields within the curfew limitations for each division. In planning for lights, it is most important that minimum lighting standards be attained. Every precaution should be taken to guard against mishaps that might result because of the installation of an inadequate lighting system. **The local district administrator must pre-approve plans for any new lighting system as being adequate and within minimum standards for play.** The District Administrator and President of the league must check the system after installation to determine that the installed system complies with the plans and meets or exceeds the minimum standards for play. Lighting systems must be checked once per year, and should be done before the season begins. Copies of project plans must be submitted to the District Administrator, for prior approval that the plans and installation comply with required standards.

The following standards have been adopted by Little League. They are divided into required minimum standards and desirable optional features. The minimum standards establish criteria which are important to the Little League activities. The desirable features are established to provide guidelines for adding important value to your lighting system.

Notice: Any upgrade or addition of lighting equipment to existing systems after July 1, 1992, must be done so that the systems will be in complete compliance with current standards.

Increasing field sizes – such as extending the outfield fence – and/or increasing the base path distances – such as from a 60-foot base path to a 70-foot base path – on a lighted Little League field involves many potential variables that need to be examined on a per-field basis. A lighting audit of such a field change must be performed to show the lighting on the increased area will still meet Little League standards. If it does not, any proposed update to the existing lighting system for a field should be done such that the manufacturer shows the Little League lighting standards will be maintained with the new design.

Standards for Lighting

I. Required Minimum Standards

These minimum standards are required for all lighting installations after the date of adoption of these standards. Any modification in existing lighting systems after this date should be done so as to result in a lighting system in compliance with these standards. To be in compliance, a system must meet all required minimum standards.

PART 1 – GENERAL

1.1 LIGHTING PERFORMANCE

A. Light Levels – Optic System Performance

The quantity of equipment needed to produce the target light levels on a field is determined by the efficiency of the lighting system.

Newest metal halide technology is capable of delivering equal or better results with as little as half the amount of equipment as common metal halide systems. This generation of lighting has high performance optic characteristics that enable reductions in the quantities of luminaires needed to meet design targets. The lighting designs for the specified field will show a reduced fixture count for systems using a high-performance optic system. Manufacturers should provide assurance that target light levels will be met over the life of the system.

As light emitting diode (LED) technology improves and costs decrease, LED lighting systems become more viable for sports facilities. LED light sources can have a much greater lifespan than metal halide light sources with significantly less lumen depreciation over typical sports lighting operating hours. For example, a metal halide light source may reach 70% lumen maintenance in as little as 2,100–3,000 hours while an LED light source may take 100,000 hours or more.

B. Light Levels – Sustaining Targets Over Time

The two methods of design to meet specified light levels are: to provide a constant light level during the guarantee period, or to apply a recoverable light loss factor to the initial design.

1. Constant Light Level Method

a. Metal Halide Light Source

The basics of this method are described under “Lumen Maintenance” in the IESNA Lighting Handbook Reference and Application, Tenth Edition, page 16-8: “Lumen maintenance control strategy calls for reducing the initial illumination of a new system to the designed minimum level. As lumen depreciation occurs, more power is applied to the lamps in order to maintain constant output.”

The term constant is intended to include any system that provides target light levels at 100 hours and maintains the target light levels throughout the system life. Light levels should be guaranteed with this technology.

Manufacturers should provide an independent test report signed by a licensed professional engineer certifying the lumen maintenance strategy and field performance of any constant light system.

b. Light Emitting Diode (LED) Light Source

Due to the increased lifespan of LED light sources the lumen maintenance strategy will need to be considered based on the expected operating hours. For low annual usage hours applying an appropriate recoverable factor to account of lumen maintenance is likely the preferred approach. For high annual usage hours applying a lumen maintenance strategy to adjust the power to the LEDs as depreciation occurs may be the better option to maintain constant light levels. When using lumen maintenance strategy based on power adjustments the TM-21-11 reports will not apply.

Level of Play/Description	Average Constant or Target Light Levels (Horizontal)	Maximum to Minimum Uniformity Ratio	Maximum Rate of Change
Standard — Competition	50 footcandles – Infield 30 footcandles – Outfield	2:1 – Infield 2.5:1 – Outfield	10% per 10 feet

2. Recoverable Light Loss Factor Method

a. Metal Halide Light Source

Computer designs are done using two sets of values. One shows the calculated “initial light levels” when lamps are new. The other predicts “target maintained light levels” after the lamps have passed through depreciation in light output. It is important to have the lighting designer use a maintenance factor adequate to account for this depreciation in light output throughout the life of the lamp.

According to best sports lighting practices, the recoverable light loss factor, or the value applied to the initial light level to predict the maintained light level values, should be in accordance with recommendations in the Pennsylvania State University report “Light Loss Factors for Sports Lighting,” published in IES’s Leukos, Vol. 6, No. 3, Jan., 2010, pages 183–201. The report’s findings show a recoverable light loss factor of 0.65 should be used if lamps will be replaced at 3000 hours. Quality manufacturers are willing to provide guarantees of lighting performance.

b. Light Emitting Diode (LED) Light Source

The life of an LED is significantly longer than metal halide, and depreciation is more gradual early in life. If the amount of lumen depreciation will impact the target light levels during the system life then an appropriate lumen maintenance factor should be applied. It is recommended to obtain the lumen maintenance report per TM-21-11, of the fixture being proposed.

Level of Play/Description	Initial Light Levels (Horizontal)	Average Constant or Target Light Levels (Horizontal)	Maximum to Minimum Uniformity Ratio	Maximum Rate of Change
Standard — Competition	77 footcandles – Infield 46 footcandles – Outfield	50 footcandles – Infield 30 footcandles – Outfield	2:1 – Infield 2.5:1 – Outfield	10% per 10 feet

C. Performance Requirements — Quantity

Playing surfaces shall be lit to an average target light level and uniformity as specified in the above charts. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified beginning on page 11 of these standards with the light meter held horizontally 36 inches above the field surface. Measured average illumination level shall be measured at the first 100 hours of operation.

D. Performance Requirements — Quality

The uniformity ratio of the lighting helps ensure the playing surface is uniform in appearance and there is the proper amount of light for the players. The comparison of the highest measure of quantity of light on the field to the lowest measurement shall not be greater than the ratios listed in the above charts. On the entire field area, the change in the quantity of horizontal footcandles should not occur at a greater rate than 10 percent per 10 feet, except for the outside perimeter readings which may change at a greater rate.

E. Glare for Participants

Pole heights, pole locations and fixture placements should be as shown on the layouts in the Appendix to enhance playability. Aiming angles are a function of both pole height and the distance from fixture to aiming point. Minimum pole heights and minimum aiming angles must be met to be in compliance.

1. Light fixtures which are set back from the foul lines between home plate to third base and between home plate to first base shall be mounted at a height above the playing surface such that a line from the lighting fixture to the point on the field where its maximum intensity is aimed is a line that is at least 25 degrees below horizontal.
2. Light fixtures positioned beyond the outfield fence or along the foul line beyond third base and first base shall be mounted at a height with a minimum aiming angle of 25 degrees below horizontal for fixtures aimed toward the infield and 21 degrees for fixtures aimed across the outfield.
3. Light fixtures should not be located in glare zones as indicated by Fig. A.

Certain situations (spill and glare control, enhanced playability, and/or physical obstructions) may result in the light fixtures being located in glare zones. These fixtures should still be aimed as described above but also include shielding such that the glare when viewed from home plate is less than 1000 candela per fixture (measured at 60 inches above the field surface).

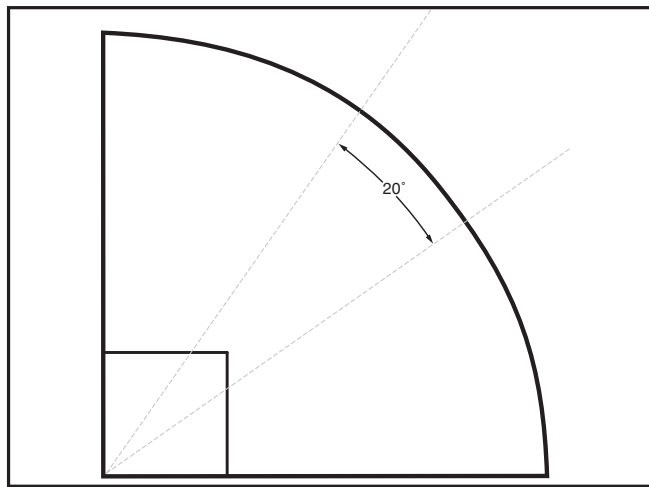


Fig. A.

1.2 ENVIRONMENTAL LIGHT CONTROL

Many facilities are located near residential or commercial properties or roadways, creating the possibility of spill and glare onto adjoining properties. Consideration should be given to this issue during the initial lighting design stage to minimize this effect. Some communities are implementing ordinances designed to minimize light pollution. Contact your local planning committee or zoning board.

The lighting equipment manufacturer can assist in assessing this issue and provide drawings showing maximum footcandles and candela at any points of concern on adjacent properties. Do not hesitate to investigate a manufacturer's reputation, abilities, and past experiences in working with local authorities and private property owners regarding glare and spill issues.

When considering lighting equipment that uses an LED light source, the off site light control should be at least as good as that of a metal halide source. Typically an LED light source can provide lower spill light values, but the glare from the fixture can end up being worse than a metal halide source if not properly designed.

1.3 LIFE-CYCLE COSTS

Leagues continue to struggle with operating budgets. Because the efficiency of lighting systems currently available can vary greatly, a life-cycle operating cost analysis should be considered when evaluating lighting systems. Owners should expect a quality lighting system to last many years. Regardless of source technology, the basics of lighting maintenance remain the same: relamping (metal halide), cleaning, monitoring, aiming alignment, and troubleshooting.

These standards provide a 10-year Life-Cycle Operating Cost Evaluation form to assist with the process. Items that should be included are energy consumption based upon the facility's expected usage, cost for spot relamping and maintenance, and any additional savings in energy or labor cost provided by automated on/off control systems. Contract price and life-cycle operating cost should both be considered in determining a lighting manufacturer for the project.

1.4 WARRANTY AND GUARANTEE

Product warranties are a good gauge of a manufacturer's confidence in their products. Prior generation equipment can range from 5 years to 10 years, and details of covered items and conditions vary greatly. New generation technology comes with warranty periods that may extend up to 25 years and includes guaranteed light levels, parts, on-site labor, lamp replacements, energy usage, monitoring and control services, spill light control, and structural integrity. The manufacturer should provide specially-funded reserves to ensure fulfillment of the warranty for the full term. It is highly recommended you consider these all-inclusive warranties to limit your league's future exposure to escalating costs and maintenance hassle.

LED products also range from 5 year to 10 year warranties. While the diodes themselves will typically outlast the length of the warranty, it is the other components that need to be covered in order to provide a system that will be operational for the length of the warranty. The basics of lighting maintenance remain the same: cleaning, monitoring, aiming alignment, and troubleshooting.

PART 2 – PRODUCT

2.1 LIGHTING SYSTEM CONSTRUCTION

A lighting system should consist of lighting, electrical, and structural components designed to work together as a system that is durable and provides safety features.

A. Outdoor lighting systems should consist of the following:

1. Galvanized steel poles and crossarm assembly. Wood poles are not allowed after September 1, 1994. Poles should be hot-dip galvanized to ASTM A123 standards. All accompanying hardware shall be galvanized or stainless steel. Direct burial of steel poles is not recommended because of the potential for deterioration at or below ground at critical stress points. If direct bury steel poles are used, leagues should have a foundation design completed by a structural engineer.
2. Reinforced concrete pole foundation. Foundations should provide for pole attachment a minimum of 18 inches above ground to avoid corrosive deterioration. Concrete should cure a minimum of 28 days to develop adequate strength before stress loads are applied unless a shorter cure time is approved by the structural engineer of record.
3. All ballasts, or drivers, and supporting electrical equipment shall be mounted onto the pole, away from the fixtures and crossarm to avoid problems of misalignment caused by the weight of these components. It is recommended that this equipment be placed in aluminum enclosures mounted remotely approximately 10 feet (3 meters) above grade. The enclosures shall be lockable and include safety disconnect and surge protection per circuit for each pole structure. Enclosures should be kept locked except during times of maintenance.
4. All wiring conductors above ground must be enclosed in rigid cover. It is recommended that the lighting system include a wire harness complete with an abrasion protection sleeve and strain relief.
5. The approved metal halide lamp for play is a 1500-watt ANSI code – M48/E.
6. For an efficient LED system the diodes should have a minimum color temperature of 5700 K and a CRI of 65+.

B. Manufacturing Requirements

It is recommended that all components be designed and manufactured as a system. All luminaires, wire

harnesses (if provided), ballast/driver and other enclosures should be factory assembled, aimed, wired and tested for reduced installation time and trouble-free operation.

C. Durability

It is recommended that all exposed components be constructed of corrosion resistant material and/or coated to help prevent corrosion. Look for items like hot dip galvanizing for steel poles, stainless steel fasteners, powder coat painted aluminum, and wiring enclosed within the crossarms, conduit, pole, or electrical enclosure.

D. Lightning Protection:

All outdoor structures need to be equipped with lightning protection meeting NFPA 780 standards. If lightning grounding is not integrated into the structure, it may be necessary to supplement with grounding electrodes, copper down conductors, and exothermic weld kits.

E. Safety

All system components need to be UL Listed for the appropriate application. All electrical conductor wires for distribution of power around the playing field should be buried underground at depths provided by local code.

F. Maximum total voltage drop

Voltage drop to the disconnect switch located on the poles should not exceed 3% of the rated voltage per IESNA RP-6-15, Annex D.

2.2 STRUCTURAL PARAMETERS

A. Location

Poles shall be located as shown on the drawings in the appendix to these standards. Whenever possible, poles should be located outside of fences to avoid causing an obstruction or safety hazard to the participants.

B. Foundation Strength

Project specific foundation drawings stamped by a licensed structural engineer shall be required, illustrating that the foundation design is adequate to withstand the forces imposed from the pole, fixtures, and other attachments to prevent the structure from leaning.

C. Wind Load Calculator

Wind load of poles and other support structures, fixtures, brackets, arms, bases, anchorages, and foundations shall be determined based on the 50-year mean recurrent isotach wind maps for the appropriate municipality per the state building code.

D. Structural Design

The stress analysis and safety factor of the poles shall conform to AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals.

E. Soil Conditions

The design criteria for these specifications are based on soil design parameters as outlined in the geotechnical report. If a geotechnical report is not provided by the school, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2015 IBC, Table 1806.2.

PART 3 – EXECUTION

3.1 FIELD QUALITY CONTROL

A. Illumination Measurements

Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, League Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA RP-6-15, Annex B.

B. Correcting Non-Conformance

If, in the opinion of the Owner or his appointed Representative, the actual performance levels including footcandles, uniformity ratios, and maximum kilowatt consumptions are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be liable to any or all of the following:

1. Manufacturer shall, at his expense, provide and install any necessary additional fixtures to meet the minimum lighting standards. The Manufacturer shall also either replace the existing poles to meet the new wind load (EPA) requirements or verify by certification by a licensed structural engineer that the existing poles will withstand the additional wind load.
2. Manufacturer shall minimize the Owner's additional long term fixture maintenance and energy consumption costs created by the additional fixtures by reimbursing the Owner the amount of \$1,000 (one thousand dollars) for each additional fixture required.
3. Manufacturer shall remove the entire unacceptable lighting system and install a new lighting system to meet the specifications.

3.2 ONGOING QUALITY ASSURANCE

- #### **A.**
- Full light and safety audits should be performed every year. See Lighting Safety Audit at the back of these standards.

II. Desirable Features

The following practices are recommended for increasing the lighting system performance.

4.1 CONTROL AND MONITORING SYSTEM

A remote control and monitoring system will provide ease of operation and management for your facility.

Manufacturers providing systems with a long-term warranty of at least 10 years will use this system to ensure your lighting performs as required.

A. Remote Monitoring

Monitoring systems can check the lighting system each time it is turned on for luminaire outages.

When an outage is detected, the manufacturer should notify the owner so that appropriate maintenance can be scheduled.

B. Remote Lighting Control

Lighting control systems allow owners and users with a security code to schedule on/off system operation in a variety of methods including web sites, phone, app, fax, or email. Look for manufacturers that provide trained staff available 24/7 to provide scheduling support. Also evaluate features such as memory back up in the event of power outages.

C. Management Tools

Some manufacturers provide a web-based database of actual field usage and provide reports by facility and user group.

D. Communication Costs

Leagues should request that manufacturers include communication costs for operating the control and monitoring system for the life of the lighting system.

4.2 AUXILIARY BRACKETS

Sports lighting manufacturers can provide accommodations for mounting auxiliary equipment, such as speakers and security lights, on sport lighting poles. This ensures poles will be sized to accommodate the weight, dimensions, and EPA of the additional equipment. Brackets shall be welded to the pole and fabricated from hot-dip galvanized steel with a covered hand hole access and internal wiring in the pole.

4.3 FIELD PERIMETER LIGHTING

The parking areas, major areas utilized for passage, and areas immediately bordering the facilities should be lighted. The spill light from the playing field may provide illumination for some of these areas when the field is in use.

When a sports field is not in use its sports lights should be turned off. Then other security lighting would be needed. For appropriate levels, see local codes. Care should be taken to eliminate darkly shadowed areas.

For additional information, contact: Little League® International

PO Box 3485

Williamsport, PA 17701

570/326-1921

Fax: 570/326-1074

LIFE-CYCLE OPERATING COST EVALUATION

*This form will assist you in comparing 10-year life-cycle operating costs from multiple manufacturers.
Bid proposals should be evaluated based upon compliance with the specifications,
contract price, and the following life-cycle operating cost evaluation.*

BID ALTERNATE A:

A.	Energy consumption ____ Number of luminaires x ____ kW demand per luminaire x ____ kW rate x ____ annual usage hours x 10 years		
B.	Demand charges, if applicable	+	
C.	Spot relamping and maintenance over 10 years (relamping not applicable for LED) Assume ____ repairs at \$ ____ each if not included	+	
D.	Group relamps during 10 years (relamping not applicable for LED) ____ annual usage hours x 10 years / <u>lamp replacement hours</u> x \$125 lamp & labor x number of fixtures	+	
E.	Extra energy used without control system ____% x Energy Consumption in item A.	+	
F.	Extra labor without control system \$ ____ per hour x ____ hours per on/off cycle x ____ cycles over 10 years	+	
G.	TOTAL 10-Year Life-Cycle Operating Cost		

BID ALTERNATE B:

A.	Energy consumption ____ Number of luminaires x ____ kW demand per luminaire x ____ kW rate x ____ annual usage hours x 10 years		
B.	Demand charges, if applicable	+	
C.	Spot relamping and maintenance over 10 years (relamping not applicable for LED) Assume ____ repairs at \$ ____ each if not included	+	
D.	Group relamps during 10 years (relamping not applicable for LED) ____ annual usage hours x 10 years / <u>lamp replacement hours</u> x \$125 lamp & labor x number of fixtures	+	
E.	Extra energy used without control system ____% x Energy Consumption in item A.	+	
F.	Extra labor without control system \$ ____ per hour x ____ hours per on/off cycle x ____ cycles over 10 years	+	
G.	TOTAL 10-Year Life-Cycle Operating Cost		

LITTLE LEAGUE® LIGHTING STANDARDS CHECKLIST DESIGN SUBMITTAL DATA CHECKLIST AND CERTIFICATION

This form will assist you in comparing proposals from various lighting manufacturers. All items listed below should comply with your project's specifications and be submitted according to your pre-bid submittal requirements.

Included	Tab	Item	Description
	A	Letter/Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.
	B	On Field Lighting Design	Lighting design drawing(s) showing: a. Field name, date, file number, prepared by, and other pertinent data b. Outline of field(s) being lighted, as well as pole locations referenced to home plate. Illuminance levels at grid spacing specified c. Pole height, number of fixtures per pole, as well as luminaire information including wattage, lumens and optics d. Height of meter above field surface should be 36 inches e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance and uniformity gradient; number of luminaires, total kilowatts, average tilt factor; light loss factor. f. Manufacturers shall provide constant light level or provide both initial and maintained light scans using a maximum 0.65 Recoverable Light Loss Factor and lamp replacement interval at 3000 hours to calculate maintained values as shown in section 1.1.B.2.
	C	Off Field Lighting Design	Lighting design drawings showing spill light levels in footcandles and candela as specified.
	D	Photometric Report (glare concerns only)	Provide photometric report for a typical luminaire used showing candela tabulations as defined by IESNA Publication LM-35-02. Photometric data shall be certified by laboratory with current National Voluntary Laboratory Accreditation Program or an independent testing facility with over 5 years experience.
	E	Life Cycle Cost calculation	Document life cycle cost calculations as defined on the Life-Cycle Operating Cost Evaluation. Identify energy costs for operating the luminaires, maintenance cost for the system including spot lamp replacement, and group relamping costs. All costs should be based on 10 Years.
	F	Luminaire Aiming Summary	Document showing each luminaire's aiming angle and the poles on which the luminaires are mounted. Each aiming point shall identify the type of luminaire.
	G	Structural Calculations (if required)	Pole structural calculations and foundation design showing foundation shape, depth backfill requirements, rebar, and anchor bolts (if required). Pole base reaction forces shall be shown on the foundation drawing along with soil bearing pressures. Design must be stamped by a structural engineer licensed in the state where the project is located.
	H	Control and Monitoring (if required)	Manufacturer shall provide datasheet or schematics for automated control system to include monitoring. They shall also provide examples of system reporting, and access for user groups to operate the system.
	I	Electrical distribution plans	If bidding a system other than the base design, manufacturer must include a revised electrical distribution plan including changes to service entrance, panels, and wire sizing, signed by a licensed Electrical Engineer in the state where the project is located.
	J	Performance Guarantee	Provide written guarantee of illumination levels, including a commitment to undertake all corrections required to meet the performance noted in these specifications at no expense to the owner. Light levels must be guaranteed per the number of years specified.
	K	Warranty	Provide written warranty information including all terms and conditions.
	L	Project References	Manufacturer to provide a list of project references of similar products completed within the past three years.
	M	Product Information	Complete set of product brochures for all components, including a complete parts list and UL Listings.
	N	Non-Compliance	Manufacturer shall list all items that do not comply with Little League Lighting Standards.
	O	Compliance	Manufacturer shall sign off that all requirements of the specifications have been met at that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in item N – Non-Compliance

Manufacturer: _____

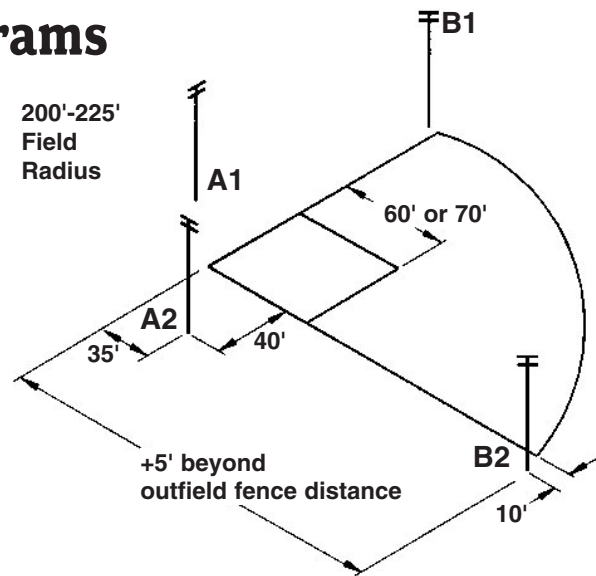
Signature: _____

Contact Name: _____

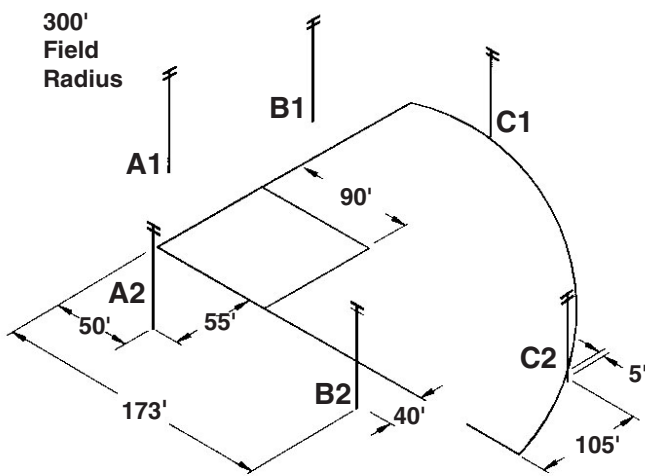
Date: ____/____/____

Recommended Lighting Diagrams

Pole Quantities, Heights			
Field Radius	Location	Minimum Quantity	Minimum Mtg. Ht. †
200'	A	2	60'
	B	2	60'
Total		4	
225'	A	2	70'
	B	2	70'
Total		4	
250' to 300'	A	2	70'
	B	2	70'
	C	2	60'
Total		6	



60- or 70-foot base lines;
outfield fence 200–225 feet from home plate.



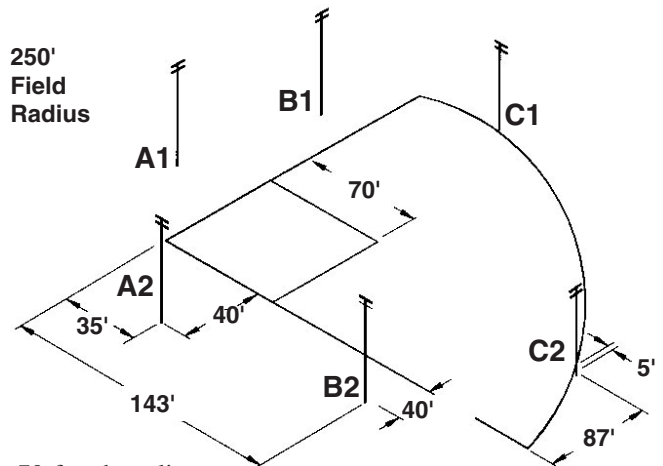
90-foot base lines;
outfield fence 300 feet from home plate.

NOTES:

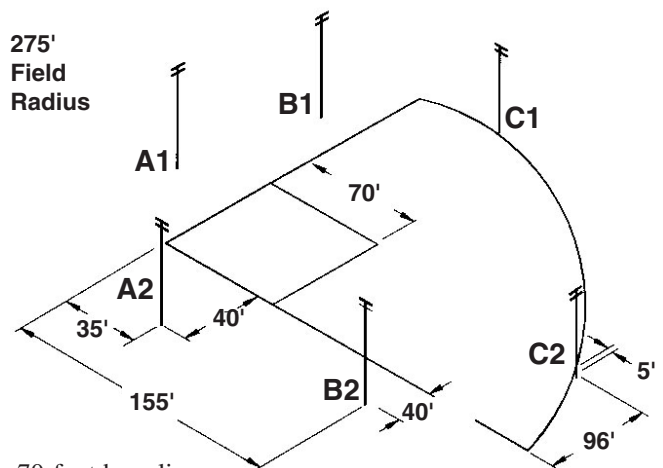
The number of fixtures necessary to meet minimum lighting requirements varies between manufacturers. Please be sure you are provided adequate documentation from the manufacturer showing Little League standards will be attained.

Increasing field sizes—such as extending the outfield fence—and/or increasing the base path distances—such as from a 60-foot base path to a 70-foot base path involves many potential variables that need to be examined on a per-field basis. A lighting audit of such a field change must be performed to show the lighting on the increased area will still meet Little League standards. If it does not, any proposed update to the existing lighting system for a field should be done such that the manufacturer shows the Little League lighting standards will be maintained with the new design.

† For glare control, higher fixture mounting heights may be required.
Also, if obstructions or common poles for multiple fields require poles to be set back farther from the field, then taller poles may be required.



70-foot base lines;
outfield fence 250 feet from home plate.



70-foot base lines;
outfield fence 275 feet from home plate.

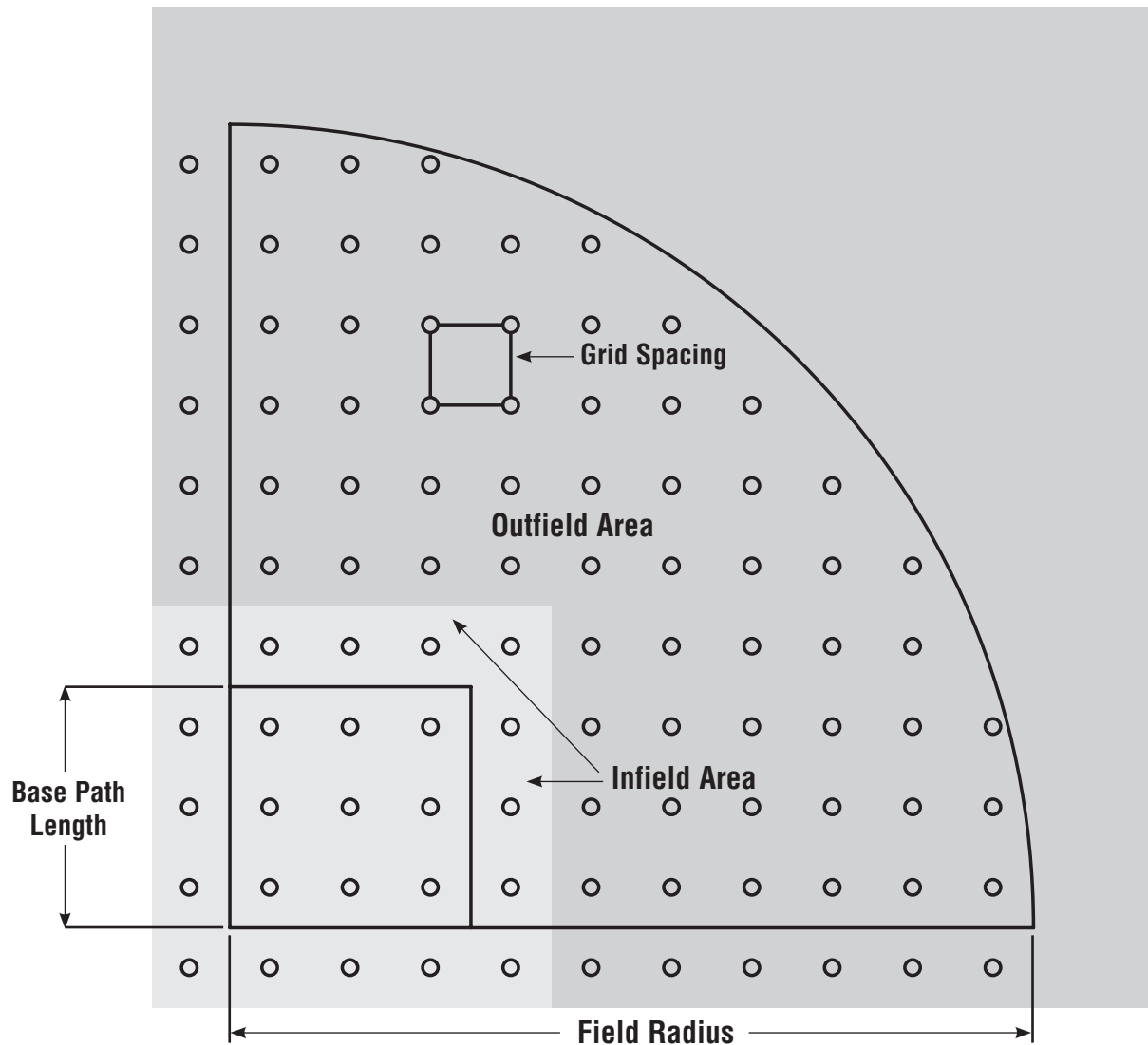


Fig. B4. Illuminance measuring points for baseball and softball. **Illuminating Engineering Society of North America Sports Lighting-RP-6-15**

Field Radius	Base Path Length	Grid Spacing	Total Number of Grid Points	
			Infield	Outfield
175 feet	60 feet	20 feet x 20 feet	25	54
200 feet	60 feet	20 feet x 20 feet	25	75
225 feet	60 feet	20 feet x 20 feet	25	96
225 feet	70 feet	25 feet x 25 feet	25	58
250 feet	70 feet	25 feet x 25 feet	25	75
275 feet	70 feet	25 feet x 25 feet	25	92
300 feet	90 feet	30 feet x 30 feet	25	73

Light meter should be held horizontally at 36 inches above the surface.



Little League[®]

Lighting Safety Audit

Little League requirements call for regular inspections of your lighting system. The following safety audit will:

1. Identify components that may need repair or replacement.
2. Help you determine whether the performance of the system meets Little League minimum standards as outlined in the Standards of Lighting section of the Little League Operating Manual.

A copy of this completed form must be sent to your District Administrator and the original should be retained in league records.

Important - Inspection, testing and repair must be done by qualified person prior to season play each year.

Plans for new lighting must be approved by local District Administrator as being within minimum standards.

For additional information contact your District Administrator or Little League Headquarters.

League Name	_____
Charter No.	____ _ - ____ _ - ____ _
Town	_____ State _____
Number teams in league	_____
Name of field	_____
Number leagues using field	_____
We share the field with	_____ League
Total # of fields	_____ # lighted _____
Date of Inspection	_____
Inspected by	_____
Testing & Repairs by	_____

Lighting Performance

This field has the following light levels and uniformity:

Infield _____ Average footcandles
 _____ :1 Uniformity

Outfield _____ Average footcandles
 _____ :1 Uniformity

Date lighting equipment installed or last upgraded

month / year

Readings are taken in the middle of each square represented on the chart below.

To obtain average footcandle value:

1. Record light readings within each numbered square.
2. Infield = Total of infield readings ÷ 25
3. Outfield = Total of outfield readings ÷ number of readings.

To obtain uniformity ratio for infield or outfield:

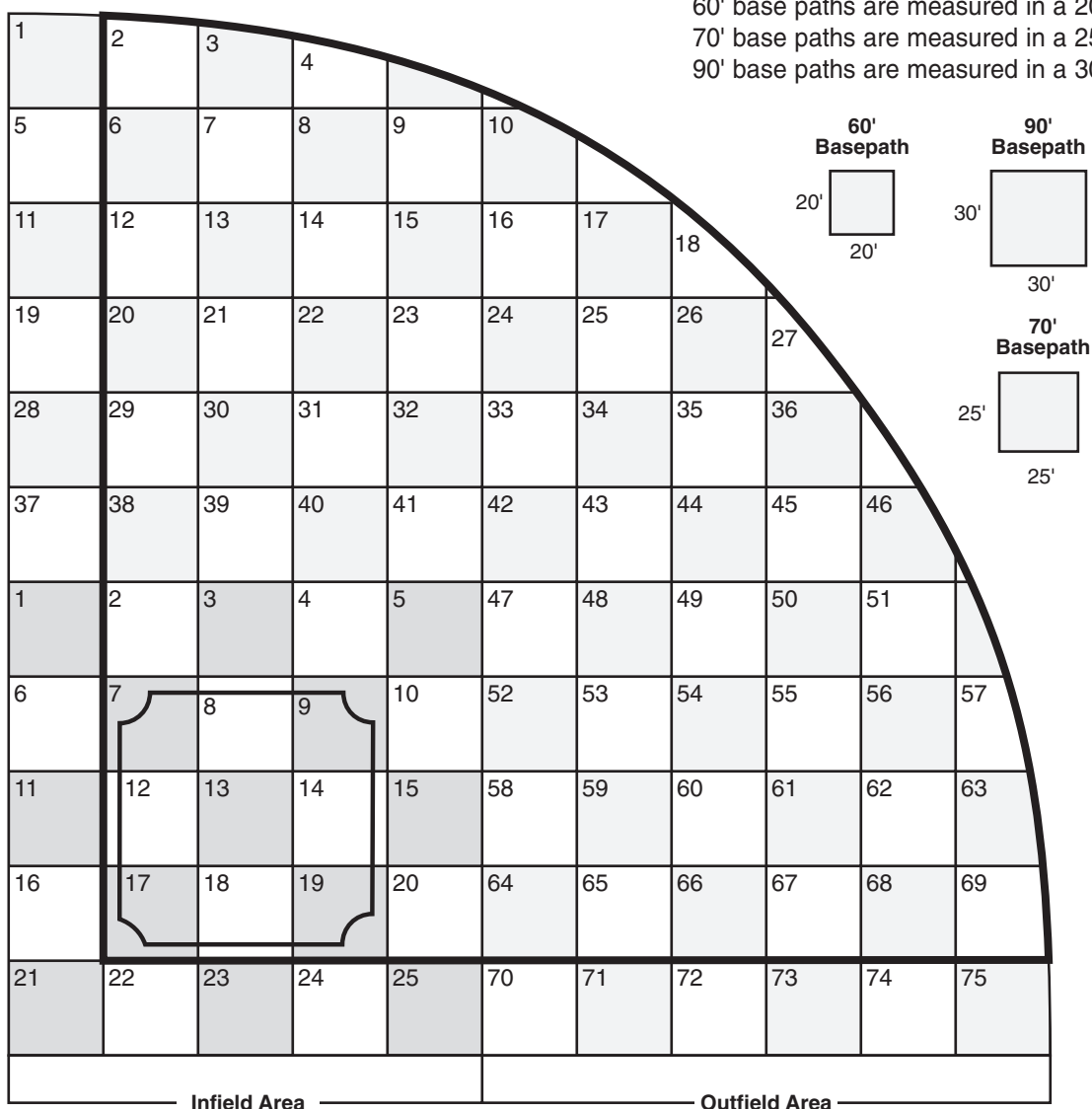
1. Divide highest (maximum) light level reading by the lowest (minimum) light level reading.

For example:

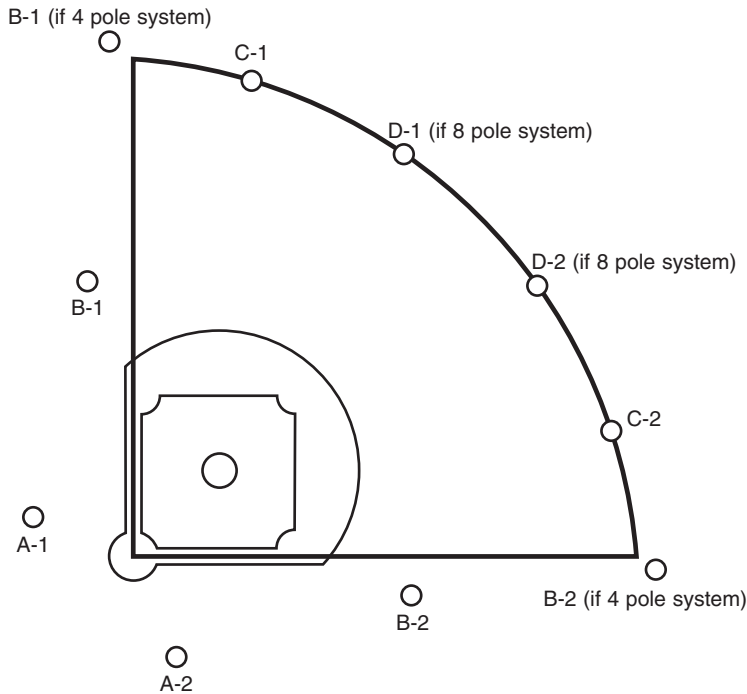
$$\frac{61 \text{ footcandles}}{\text{(infield maximum)}} \div \frac{31 \text{ footcandles}}{\text{(infield minimum)}} = 2:1$$

NOTE:

60' base paths are measured in a 20' x 20' grid;
 70' base paths are measured in a 25' x 25' grid;
 90' base paths are measured in a 30' x 30' grid.



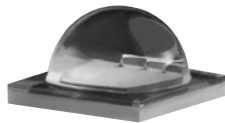
Equipment Listing



Lamp Type:



☐ Metal Halide



☐ LED

☐ OTHER _____

Lightning Grounding System Test

THREE POINT FALL OF POTENTIAL TEST* - This test measures the resistance of the ground rod to earth. This method also measures the effect of a variety of conditions such as soil composition, drought conditions, etc. A ground resistance tester is used for the following testing procedure:

- Two additional temporary grounds, consisting of short rods 2–3 feet long, must be driven in the ground at an appropriate distance from the ground being tested.
- The instrument is connected to all three grounds by means of insulated leads. A magneto or a battery in the instrument furnishes the necessary power for the test.
- The instrument reads the ground resistance directly in ohms.
- The process is repeated for a series of points and a resistance curve is plotted.

NOTE: The National Electrical Safety Code (NEC) implies that the ground resistance should be measured at the time of installing the ground and that the ground resistance must not exceed 25 ohms for a single, 8-foot long buried or driven electrode.

* See IEEE #81 — Recommended Guide for Measuring Ground Resistance and Potential Gradients in the Earth

- It is recommended that testing procedures for grounding be in accordance with local, state, or national code.
- Because connections can deteriorate over time, increasing resistance, it is recommended that the ground resistance tester be connected to the down conductor — not the electrode itself. This will provide a more accurate ground resistance reading.

Fill in the number of fixtures on each pole and mounting heights:

	Pole	Number of Fixtures
4 Pole System	A-1	_____
	A-2	_____
	B-1	_____
	B-2	_____
6 Pole System	C-1	_____
	C-2	_____
8 Pole System	D-1	_____
	D-2	_____
Total		_____

Type of poles: ☐ steel ☐ concrete

Fixture height above field: _____

Base path length: ☐ 60' ☐ 70' ☐ 90'

Distance from home plate to foul pole:

☐ 175' ☐ 200' ☐ 225' ☐ 275'

☐ 300' ☐ other _____

System Operation

OK Needs Repair Notes

WARNING!! Turn off electricity at power source and at safety disconnect on the pole.

Service Entrance & Pole Distribution Boxes			Notes
Check service panel for proper markings. • Emergency information should be visible.			
• Warning stickers, wiring diagrams, circuit labels, and other servicing information signs should be posted and clearly legible			
Test reset action on all service breakers. • Snap all breakers on and off to ensure firm contact.			
Check the wiring.* • Insulation around wiring should show no signs of deterioration.			
• Wiring should show no heat discoloration.			
Check all taped connections.* • Signs of wear should be replaced.			
Make sure no live parts are exposed. • Bare wires and exposed connections should be wrapped with insulated covering.*			
Padlocks for service entrance & distribution boxes should be in place and operational.			
Poles			
Check that poles aren't leaning.			
Check wood poles for decay or twisting. Twisted pole may require re-aiming of fixtures. • Effective Sept. 1, 1994, wood poles are no longer approved on new installations.			
Check base-plate of steel poles for signs of deterioration. • Check anchor bolt for signs of corrosion.			
• Check grouting under pole to make sure proper drainage exists.			
Check bolts and fittings for tightness. • Check all metal parts for signs of corrosion.			
Check to see that wiring covers are in place.			
Check all cables and conduits. • Pull on conduit to check for looseness.			
• Check for loose fittings and damaged conduit.			
• All cables should be straight and properly strapped.*			
• If cables are exposed to the elements, make sure the insulation has the proper rating.*			
Check overhead wiring. • Wiring should be properly secured*			
• Check that new growth on tree branches and limbs won't obstruct or interfere with overhead wiring.			
Check pole climbing equipment (if provided) • Check inspection cards on climbing harness and pole equipment. Are inspections up to date?			
• Check for proper cable tension. Cable should not be loose.			
Luminaires			
Check fixture housings. • Housings should show no sign of cracking, large dents, and/or water leakage.			
Check lenses. • Clean lenses.			
• Replace broken lenses.			
Replace burned-out lamps.			
Check luminaire fuses. • Fuses should be the correct size.			
• All fuses should be operational.			
Insulation covering on wiring should show no signs of wear or cracking.			
Ground wire connections must be secure.			
Check around ballasts for signs of blackening. (metal hallide)			
Check that capacitors aren't bulging. (metal hallide)			
Check aiming alignment of all fixtures. • On wooden poles, see if crossarms are still aligned with the field and horizontal.			
Ground			
Check grounding connections.*			
Check nearby metal objects. • Make sure metal bleachers and other metal objects are located at least 6' from the electrical components.			
• Metal objects, such as bleachers, must have their own individual grounding system.			

* These tests and/or repairs require the services of a qualified electrician.

For additional information contact:
LITTLE LEAGUE® INTERNATIONAL
PO Box 3485
Williamsport, PA 17701
570/326-1921
Fax: 570/326-1074

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2024

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Joe Bodi, Deputy Director, Public Works
Jeffrey Cozadd, Projects, Grants and Contracts Manager
Lisa Firth, Parks & Rec Director
Tina Deater, Community Development Director

DATE: October 15, 2024

SUBJECT: Boardwalk Under the Bridge/PD&E/Stahlman Intersection - Update

I. BACKGROUND: City Staff brought to City Council on January 22, 2024, the ***“Boardwalk Under the Bridge & PD&E/US98/Stahlman Ave Study Update”*** agenda item. The following motion was made:

“Motion by Councilmember Hebert, seconded by Councilmember King, to direct the City Manager to negotiate with Baskerville-Donovan, Inc. and bring back a revised contract that combines the PD&E Study and One Harbor Boardwalk Extension project into one contract for a future city council meeting passed 6-0.”

City Staff brought to City Council on May 20, 2024, the ***“Baskerville Donovan-Boardwalk Under the Bridge and PD&E Study contract.”*** The following motion was made:

“Motion by Councilmember Stephens, seconded by Councilmember King, to approve the Baskerville-Donovan, Inc. contract and related internal budget transfer, and to direct the City Manager to issue a Notice to Proceed, passed 7-0.”

City Staff brought to the Parks & Recreation Committee on August 28, 2024, for update for the Boardwalk Under the Bridge and more specifically how it affects the One Harbor Park parcel. The following motion was made:

“I move to recommend to City Council to move forward with the Boardwalk Under the Bridge concept as presented and to have Staff work with the Consultant towards 30% plans.” It passed with a 7-0 vote.

City Staff brought to the Public Works/Safety Committee on October 2, 2024, for update for the Boardwalk Under the Bridge and more specifically how it affects the One Harbor Park parcel.

II. DISCUSSION: Staff has since been working with Baskerville Donovan, Inc. on the project and have a concept design for consideration and discussion.

A. Link to Strategic Goals / Objectives: 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

B. Effect on Budget (EOB): The project is currently budgeted for design and permitting.

C. Level of Service (LOS): Improves mobility and connectivity.
Increase in safety for the public

D. Legislative Sponsor:

III. CONCLUSION: The Boardwalk Under the Bridge/PD&E/Stahlman Intersection provides options to divert pedestrian traffic from crossing at US-98 & Stahlman Avenue, providing a safer route under the Marler Bridge to the Harbor Boardwalk. It also serves as a critical segment of the Florida Sun Trail in Destin, guiding users safely to the Marler Bridge. This proposal initiates discussions with the Florida Department of Transportation (FDOT) and the Legendary group, key partners necessary for the project's realization. The concept design ensures an ADA-compliant pathway from public parking at Sibert Avenue and Zerbe Street to the Harbor Boardwalk, while minimizing impact on the One Harbor parcel to preserve its potential for future park development.

IV. RECOMMENDED MOTION: I move that City Council direct Staff to move forward with the Boardwalk Under the Bridge concept as presented and to have Staff work with the Consultant towards 30% Plans.

Attachments:

1. 2024 Update to Council PDE_V2
2. Destin Boardwalk_8-22-24
3. US_98_Congestion_Report
4. Boardwalk_PDE_Project scope



Boardwalk Under Marler Bridge & PD&E Study



BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

Boardwalk Under Marler Bridge

Scope of Services-Division I

- 1. Update topographic survey**
- 2. Pre-design for pedestrian access to site**
- 3. 30% conceptual design for pedestrian access**
- 4. 60% design development for pedestrian access**
- 5. 90% design plans from pedestrian access**
- 6. 100% construction drawings for pedestrian access**

PD&E Study Review

Scope of Services-Division II

- 1. Summarize previous concepts**
- 2. Evaluate transportation alternatives**
- 3. Prepare draft report**
- 4. Prepare final report**

Boardwalk Under Marler Bridge

Project Limits:

From the Zerbe Street Parking north of U.S. 98, connecting under the Marler Bridge to the south

Goal:

To enhance pedestrian safety on U.S. 98 by designing a well-lit, secure, ADA-compliant multi-use path that connects north-south pedestrian routes, links to the One Harbor Parcel, and incorporates general Florida SUN Trail standards



0 20' 40' 80'
SCALE: 1" = 40'
1" = 40' (22x34)
1" = 80' (11x17)

12' CONCRETE
PEDESTRIAN PATH
5807 SF

CALHOUN AVE

ZERBE ST

SIBERT AVE

12' ASPHALT
PEDESTRIAN PATH
5318 SF

12' CONCRETE
PEDESTRIAN PATH
2088 SF

LIMITS OF SEAWALL RESTORATION

12' ELEVATED
PEDESTRIAN PATH

BRIDGE

STATE ROAD NO. 30
HARBOR BLVD

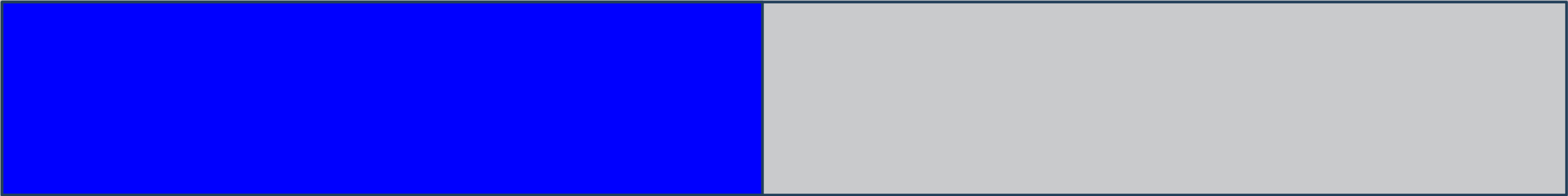
8' CONCRETE
PEDESTRIAN PATH
461 SF

SHEET C-102
SHEET C-109

SHEET C-101
SHEET C-108

Current Project Status

Project Progress Task 3 of 8



Proposed Recommendations

Action Item

- Approval of the draft concepts as presented

Next Steps

- Proceed with permitting applications
- Vertical design of the multi-use path
- Sea wall design
- Layouts for lighting and security
- Drainage design

PD&E

Project Limits:

The abutment of the Marler Bridge to Airport Road

Goal:

To develop comprehensive solutions that enhance pedestrian safety and reduce congestion on U.S. 98—particularly at the Stahlman intersection in anticipation of the Cross-Town Connector—by expanding roadway capacity and building on insights from prior studies.

Overview at Stahlman



Proposed Recommendations

Stahlman Avenue-U.S. 98 Intersection

- Design and construct additional left turn north onto Stahlman Ave. from U.S. 98
- Plan for the incorporation of the Harborview right turn lane from U.S. 98
- Close north/south Pedestrian Crossings at Stahlman Ave. and U.S. 98 and north of Zerbe St. on Stahlman Ave.
- Install median barriers east and west of U.S. 98 and Stahlman Ave.
- Install pedestrian barriers along the intersection of U.S. 98 and Stahlman Ave.

Proposed Recommendations

Stahlman Avenue-U.S. 98 Intersection

- Convert Palmetto St. to a two-lane, one-way street, south from Azalea Dr. to U.S. 98
- Convert Stahlman Ave. to a two-lane, one-way north from U.S. 98 to Azalea Dr.
- Design and construct a Roundabout at the intersection of Stahlman Ave./Palmetto St. and Azalea Dr.
- Remove the median Crossing at U.S. 98 and Palmetto St.

Proposed Recommendations

Median Closures in compliance with F.A.C. 14-97.003

- Destin Charter Services
- St. Andrews Episcopal Church
- Heron Harbor
- Motel 6
- Taco Bell
- Hogs Breath Saloon
- Shrimp Basket
- Remax
- Goodwill
- CVS
- Half Hitch Tackle
- Destin Glass
- Alvin's Island
- Gulf View Plaza
- Surf Style
- Club Destin
- Target
- West Marine
- Palm Station

Proposed Recommendations

Additional Signals in compliance with F.A.C. 14-97.003

Intersection

Relocated Mid Block Crossing

Marler Street Signal

Yes

Melvin Street Signal

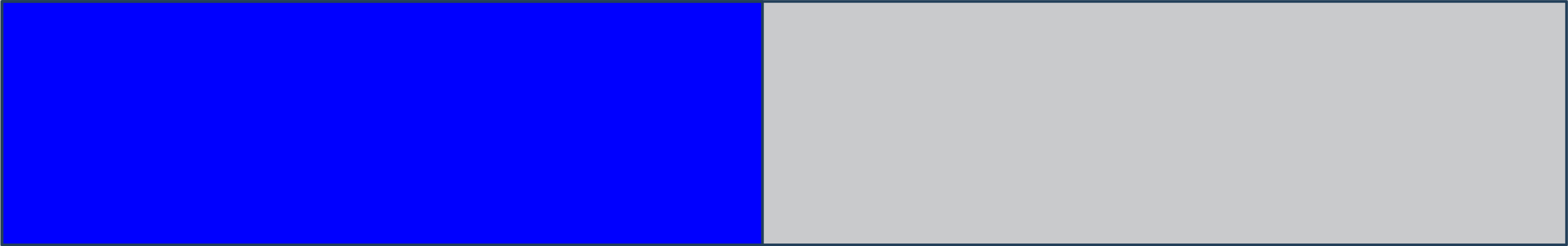
FDOT Issue

Palm Street Signal

FDOT Issue

Current Project Status

Project Progress Division II
Task 3 of 4



Proposed Recommendations

Action Item

- Approval of the draft concepts as presented

Next Steps

- Complete the recommendation report
- Incorporate comments from Council and Staff
- 3rd party analysis by our Transportation consultant
- Develop Rough Order Magnitude Costs associated with these improvements

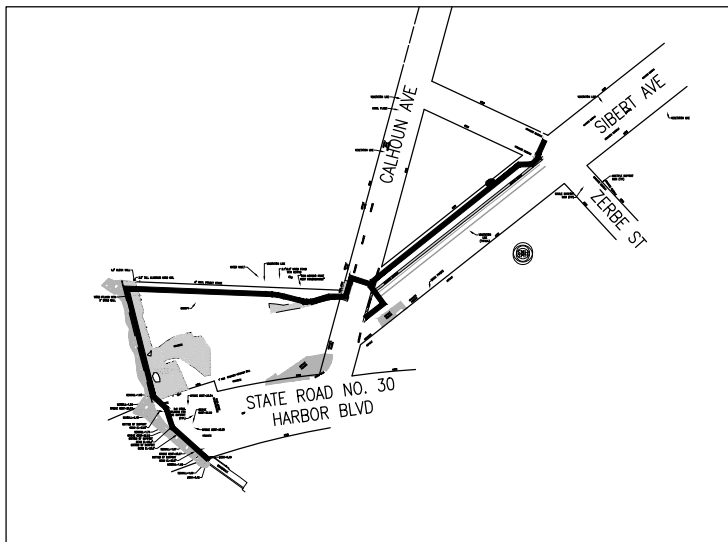


Baskerville-Donovan, Inc.



 **BASKERVILLE-DONOVAN, INC.**
ENGINEERING THE SOUTH SINCE 1927

CONSTRUCTION PLANS FOR BOARDWALK UNDER THE BRIDGE AND PD&E STUDY

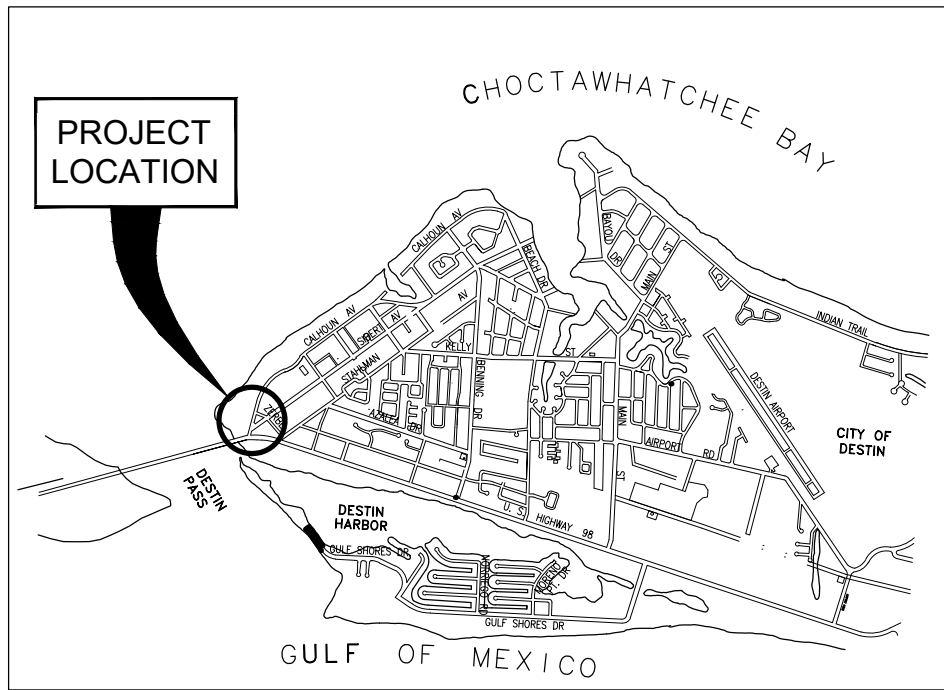


VICINITY MAP
SCALE: 1"=200'



INDEX OF PLANS

G-000	COVER SHEET, LOCATION MAP, VICINITY MAP & INDEX
G-001	GENERAL NOTES
C-001	DRAINAGE BASIN MAP
C-100	OVERALL/KEY PLAN
C-101-102	EXISTING CONDITIONS PLAN
C-103-104	DEMOLITION AND EROSION CONTROL PLAN
C-105	CONTROL PLAN
C-106-107	OVERALL STAKING PLAN
C-108-109	GRADING PLAN
C-110	SEAWALL RESTORATION
C-111	SIGNING AND STRIPING PLAN



LOCATION MAP
SCALE: 1"=2500'



AUGUST 2024

PROJECT NO. 48207.01

PREPARED BY



BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9661
ENGINEERING BUSINESS: EB-0000340

Pensacola - Panama City Beach - Tallahassee - Mobile

30% SUBMITTAL

UTILITY CONTACT INFORMATION:

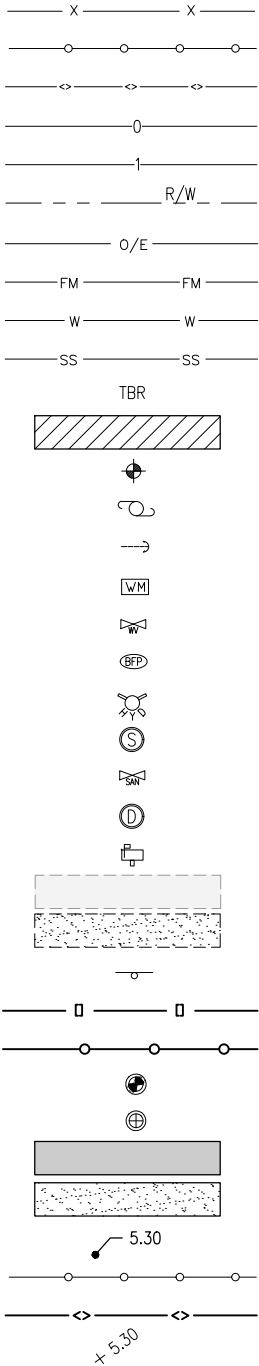
WATER & SEWER
DESTIN WATER USERS
218 MAIN STREET
DESTIN, FL 32541
(850) 837-4930

CENTURY LINK
411 MARY ESTHER CUTOFF
FT. WALTON BEACH, FL 32548
(850) 244-1150

FLORIDA POWER & LIGHT
140 HOLLYWOOD BLVD SW
FT. WALTON BEACH, FL 32548
(850) 255-5797

OKALOOSA GAS DISTRICT
20 HUGHES ST NE
FT. WALTON BEACH, FL 32549
(850) 729-4700

DESTIN FIRE CONTROL DISTRICT
848 AIRPORT ROAD
DESTIN, FL 32541
(850) 837-8413



LEGEND

- CHAINLINK FENCE
- ALUMINUM HAND RAIL
- GUARD RAIL
- EX. MAJOR CONTOUR
- EX. MINOR CONTOUR
- RIGHT-OF-WAY
- EX. OVERHEAD ELECTRIC
- EX. FORCE MAIN
- EX. WATER MAIN
- EX. SANITARY SEWER MAIN
- TO BE REMOVED
- TO BE REMOVED
- BENCH MARK
- EX. POWER POLE
- EX. GUY WIRE
- EX. WATER METER
- EX. WATER VALVE
- EX. BACKFLOW DEVICE
- EX. FIRE HYDRANT
- EX. SANITARY SEWER MANHOLE
- EX. SANITARY SEWER VALVE
- EX. STORM DRAINAGE MANHOLE
- EX. MAILBOX
- EX. ASPHALT PAVEMENT
- EX. CONCRETE
- EX. SIGN
- SILT FENCE
- FLOATING TURBIDITY BARRIER
- SET CAPPED IRON ROD #0340
- EX. CAPPED IRON ROD
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED SPOT ELEVATION
- PROPOSED HAND RAIL
- PROPOSED GUARD RAIL
- EX. SPOT ELEVATION

GENERAL NOTES:

- THE CONTRACTOR IS CAUTIONED TO VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE PROJECT PRIOR TO BIDDING.
- B.M. DATUM IS 1988 NAVD.
- THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE EXACT LOCATIONS AND DEPTHS OF ALL UTILITIES INCLUDING, BUT NOT LIMITED TO, WATER LINES, FORCEMAINS, BURIED TELEPHONE LINES, BURIED ELECTRICAL LINES AND GAS MAINS PRIOR TO COMMENCEMENT OF CONSTRUCTION. CONTRACTOR IS TO COORDINATE WITH UTILITY COMPANIES FOR REMOVAL AND/OR RELOCATION OF EXISTING UTILITY POLES, AERIAL LINES, BURIED CABLE AND OTHER UTILITIES.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY CONFLICTS BETWEEN CONTRACT DOCUMENTS AND EXISTING CONDITIONS. THESE DRAWINGS REPRESENT KNOWN STRUCTURES AND UTILITIES LOCATED IN THE PROJECT AREA. THE CONTRACTOR IS CAUTIONED THAT OTHER STRUCTURES AND UTILITIES, ABOVE OR BELOW GROUND, MAY BE ENCOUNTERED DURING THE COURSE OF THE PROJECT. THE CONTRACTOR SHOULD NOTIFY THE UTILITY, THEN THE ENGINEER, IMMEDIATELY UPON ENCOUNTERING ANY UNEXPECTED STRUCTURE, UTILITY LINE, OR OTHER UNUSUAL CONDITION.
- CONTRACTOR SHALL SAFETY-BARRICADE ALL EXCAVATIONS AND OTHER HAZARDS.
- CONTRACTOR SHALL PROVIDE ACCESS TO PROPERTIES ADJACENT TO THE CONSTRUCTION AREAS. ADEQUATE BARRICADES, CONSTRUCTION SIGNAGE AND OTHER TRAFFIC CONTROL DEVICES SHALL BE PROVIDED IN ACCORDANCE WITH FDOT CONSTRUCTION STANDARDS.
- THE CONTRACTOR SHALL EMPLOY THE USE OF SILT FENCES, HAY BALES, DITCHES OR WHATEVER MEANS NECESSARY TO CONTROL EROSION AND SEDIMENTATION AT ALL TIMES. WATERS OF THE STATE, ADJACENT PROPERTIES, AND ANY NEW DRAINAGE CONSTRUCTION SHALL BE PROTECTED DURING THE CONSTRUCTION PERIOD. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION AND SHALL REMAIN UNTIL THE COMPLETION OF CONSTRUCTION AND ACCEPTANCE BY THE OWNER.
- ADEQUATE PROVISIONS SHALL BE MADE FOR THE FLOW OF SEWERS, DRAINS, WATER COURSES AND OTHER UTILITIES ENCOUNTERED DURING CONSTRUCTION.
- ALL PAVEMENT CUTS SHALL BE SAW CUT.
- ALL NEW CONCRETE FOR SITE WORK SHALL ACHIEVE A 28 DAY STRENGTH OF 3000 PSI (MIN.), UNLESS OTHERWISE SPECIFIED.
- ALL ON-SITE GRADING, DRAINAGE AND PAVEMENT WORK SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DUST CONTROL.
- THE CONTRACTOR SHALL RESTORE ALL DISTURBED RIGHTS-OF-WAY IN ACCORDANCE WITH THE EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
- THE CONTRACTOR SHALL HIRE A SURVEYOR LICENSED IN THE STATE OF FLORIDA IN ACCORDANCE WITH SECTION 12.0 OF THE GENERAL CONDITIONS.
- THE CONTRACTOR SHALL ENSURE THAT ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS.
- CONTRACTOR SHALL COMPLY FULLY WITH ALL PERMIT REQUIREMENTS IMPOSED BY THE REGULATORY AUTHORITIES.
- NOTIFY SUNSHINE UTILITIES TWO FULL BUSINESS DAYS IN ADVANCE PRIOR TO DIGGING WITHIN THE RIGHT-OF-WAY; 1-800-432-4770. CONTRACTOR SHALL VERIFY DEPTH AND LOCATION AND IMMEDIATELY NOTIFY ENGINEER OF CONFLICTS.
- THE CONTRACTOR SHALL NOTIFY THE CITY OF DESTIN 48 HOURS PRIOR TO INITIATING ANY WORK IN THE CITY OF DESTIN RIGHTS-OF-WAY.
- TYPE B STABILIZATION IS INCIDENTAL TO EARTHWORK.
- ALL PIPE JOINTS, INCLUDING CONNECTIONS TO STRUCTURES, SHALL BE WRAPPED WITH FILTER FABRIC IN ACCORDANCE WITH FDOT DESIGN STANDARDS AND THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

GENERAL NOTES
AND
LEGEND

G-001

BOARDWALK UNDER THE
BRIDGE AND PD&E
STUDY

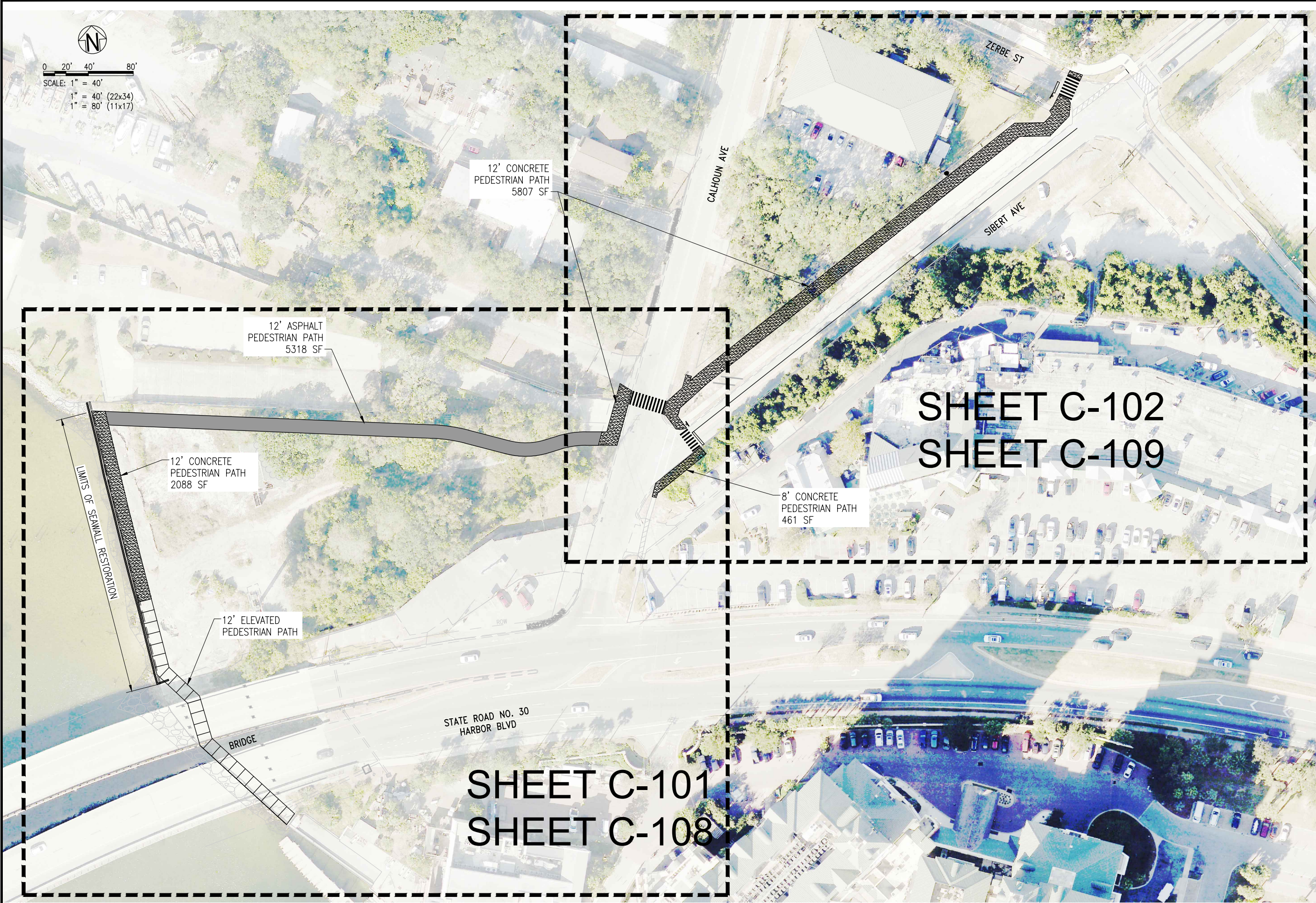
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DESIGNED BY: NLL					
DRAWN BY: RGG					
CHK'D BY: JJF					
PROJ. MGR: JJF					
DATE: AUG 2024					

**BASKERVILLE-DONOVAN, INC.**
ENGINEERING THE SOUTH SINCE 1927

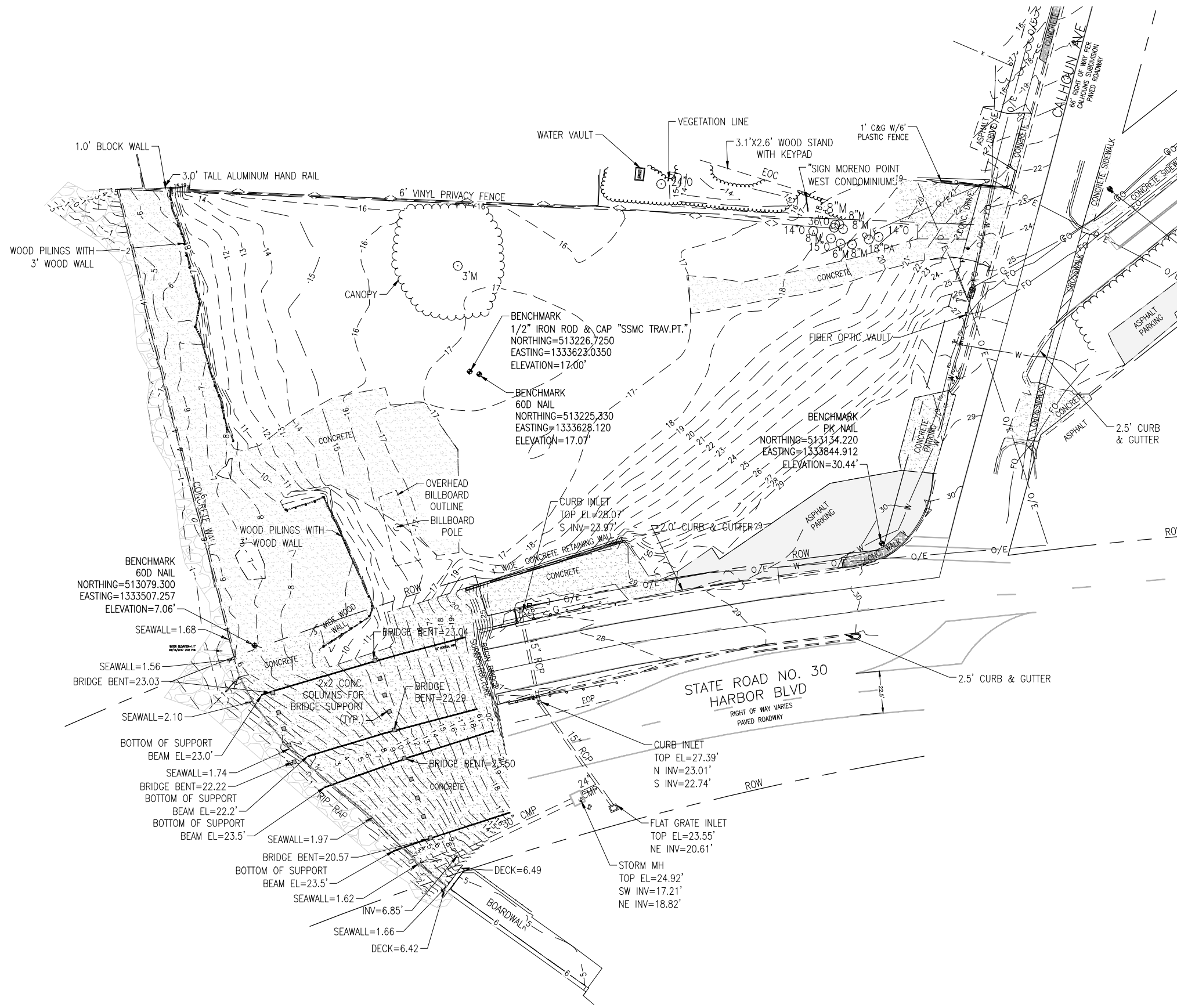
449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9861
Pensacola - Panama City Beach - Tallahassee - Mobile
ENGINEERING BUSINESS: EB-00000340

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DESIGNED BY:	JFF					
DRAWN BY:	RG					
CHKD BY:	MDL					
PROJ. MGR:	JFF					
DATE:	AUG 2024					
NOT RELEASED FOR CONSTRUCTION BY						DATE



SEE SHEET C-102 FOR CONTINUATION



0 15' 30' 60'

SCALE: 1" = 30' (22x34)
1" = 60' (11x17)

EXISTING CONDITIONS PLAN

C-101

BOARDWALK UNDER THE BRIDGE AND PD&E STUDY

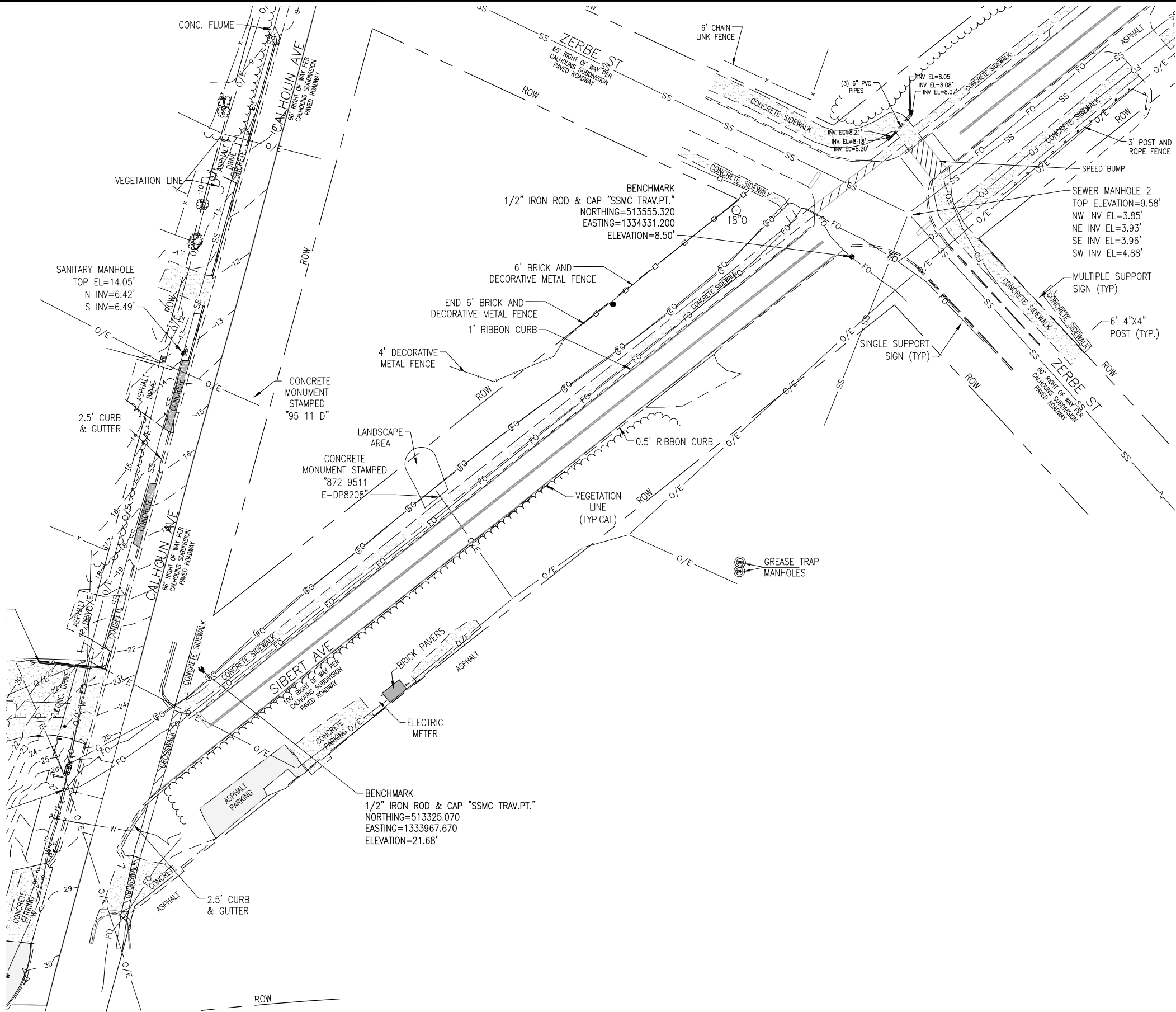
BASKERVILLE-DONOVAN, INC.
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ENGINEERING BUSINESS: EB-0000340

Pensacola - Panama City Beach - Tallahassee - Mobile
ENGINEERING BUSINESS, EB-00000340

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SEE SHEET C-101 FOR CONTINUATION



0 15' 30' 60'
SCALE: 1" = 30'
1" = 30' (22x34)
1" = 60' (11x17)

EXISTING CONDITIONS
PLAN

BOARDWALK UNDER THE
BRIDGE AND PD&E
STUDY

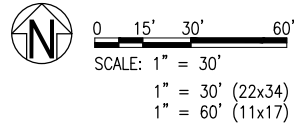
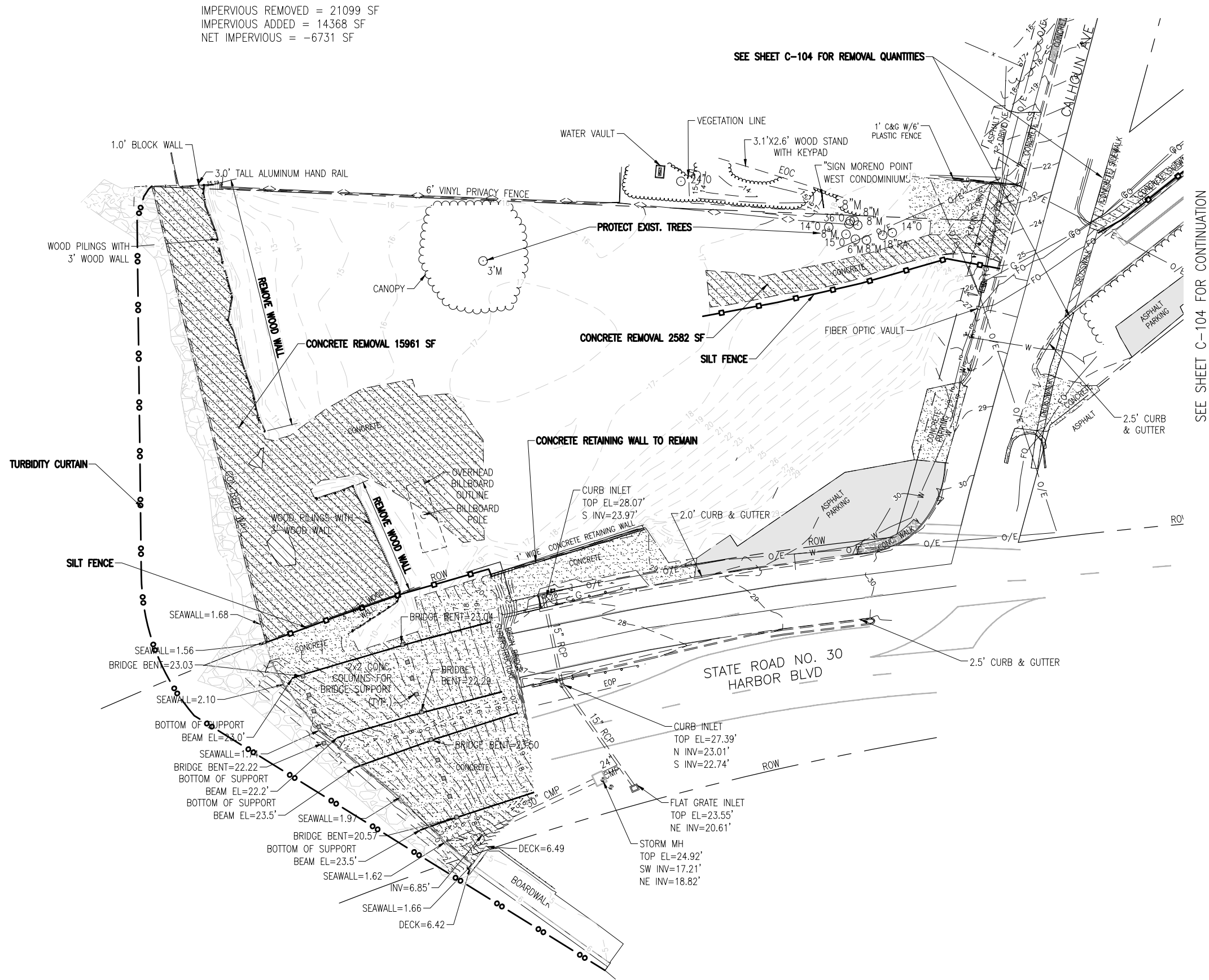
BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9861
ENGINEERING BUSINESS: EB-00000340

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DESIGNED BY: JUF					
DRAWN BY: RGG					
CHK'D BY:					
PROJ. MGR: JUF					
DATE: AUG 2024					
NOT RELEASED FOR CONSTRUCTION BY				DATE	/ /

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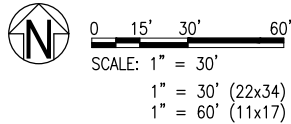
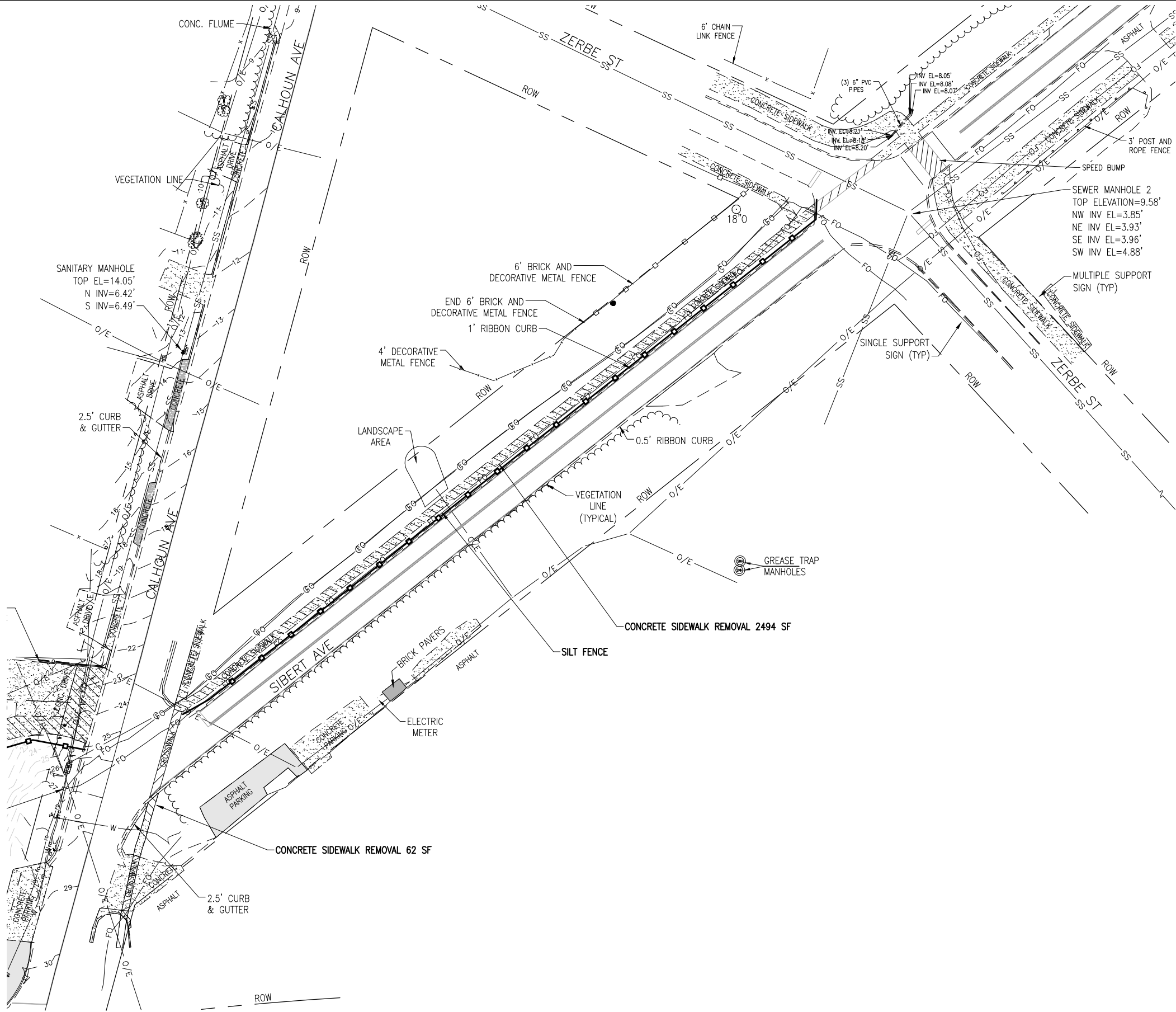


**BOARDWALK UNDER THE
BRIDGE AND PD&E
STUDY**

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DRAWN BY: RGG					
CHKD BY: JFF					
PROJ. MGR: JFF					
DATE: AUG 2024					

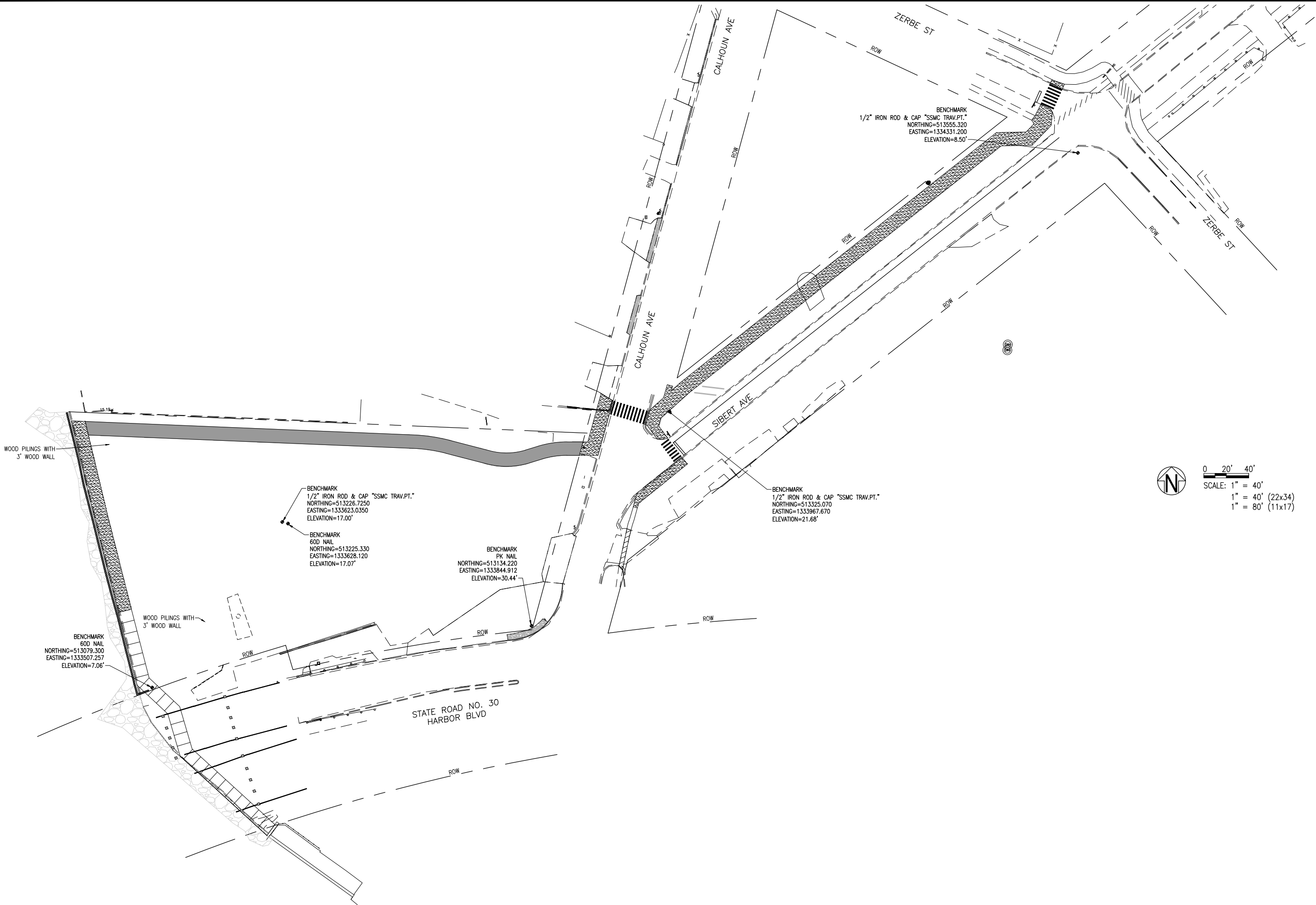
**DEMOLITION AND
EROSION CONTROL
PLAN**

SEE SHEET C-103 FOR CONTINUATION



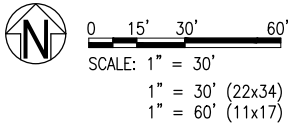
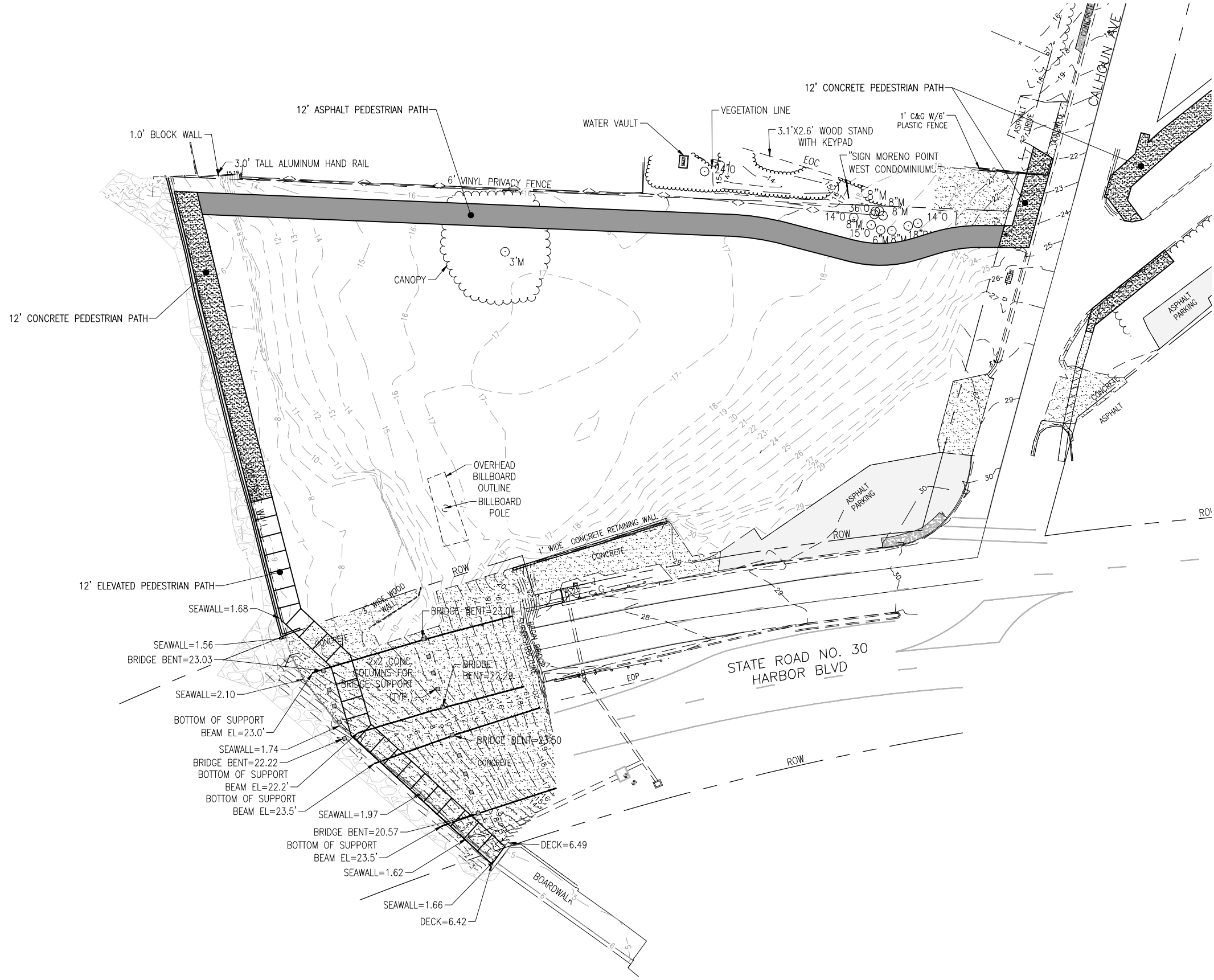
BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927  449 W MAIN ST., PENSACOLA, FL 32502 (850) 438-9861 Pensacola - Panama City Beach - Tallahassee - Mobile ENGINEERING BUSINESS: EB-0000040 This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.	BOARDWALK UNDER THE BRIDGE AND PD&E STUDY					
	PROJECT NO:	48207.01	NO.	DATE	APPR.	REVISION/ACTION TAKEN
	DESIGNED BY:	NLL				
	DRAWN BY:	RG				
	CHKD BY:	JFF				
PROJ. MGR:	JFF					
DATE:	AUG 2024					
DEMOLITION AND EROSION CONTROL PLAN		NOT RELEASED FOR CONSTRUCTION BY _____ DATE _____				
C-104						

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	DRAWN BY:	RG				
	CHK'D BY:					
	PROJ. MGR:	JJF				
	DATE:	AUG 2024				
						NOT RELEASED FOR CONSTRUCTION BY DATE
C-105						
BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9861 ENGINEERING BUSINESS: EB-00000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.						

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GRADING PLAN

BOARDWALK UNDER THE
BRIDGE AND PD&E
STUDY

PROJECT NO:	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
48207.01					
DESIGNED BY: NLL					
DRAWN BY: RGG					
CHK'D BY:					
PROJ. MGR: JUF					
DATE: AUG 2024					

C-108

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

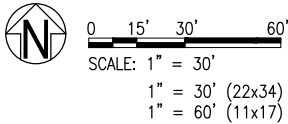
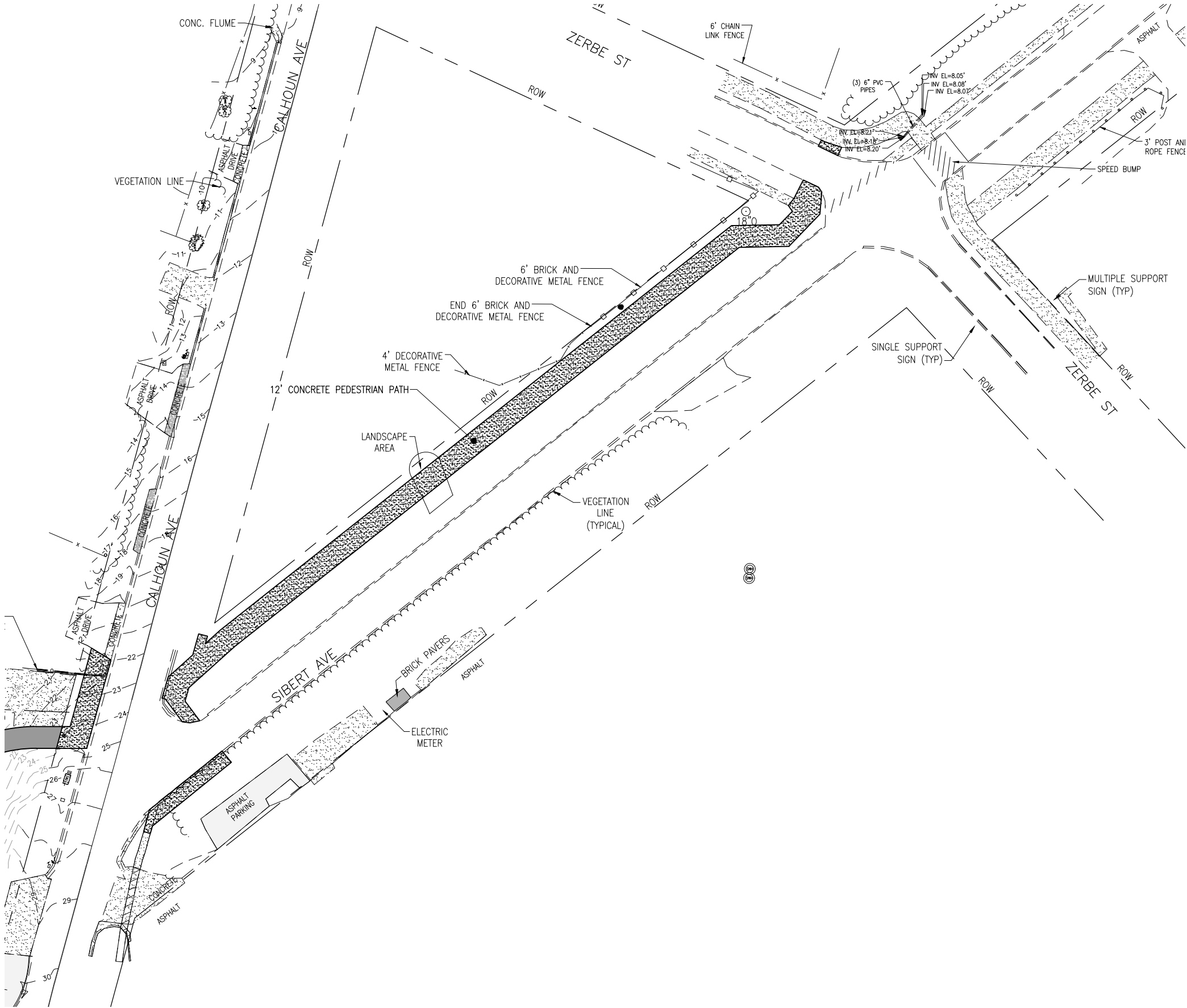
449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9861

ENGINEERING BUSINESS: EB-00000340

Pensacola - Panama City Beach - Tallahassee - Mobile

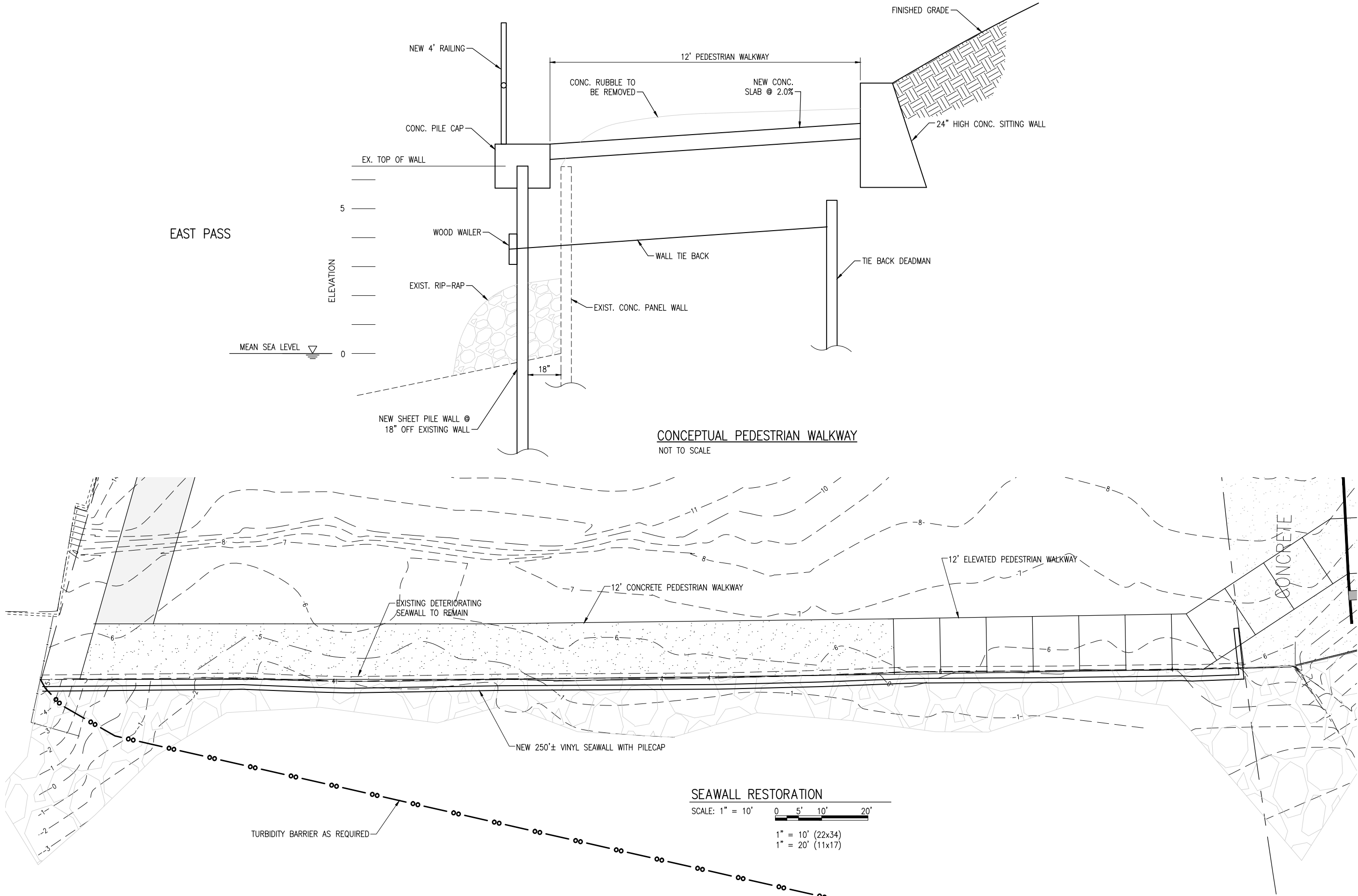
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SEE SHEET C-108 FOR CONTINUATION



GRADING PLAN	PROJECT NO:	48207.01	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
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	DRAWN BY:	RG					
	CHKD BY:						
	PROJ. MGR:	JF					
C-109		NOT RELEASED FOR CONSTRUCTION BY					
BOARDWALK UNDER THE BRIDGE AND PD&E STUDY		DATE					
BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927		449 W MAIN ST, PENSACOLA FL 32502 (850)438-9861					
		ENGINEERING BUSINESS: EB-00000340					
		Pensacola - Panama City Beach - Tallahassee - Mobile					
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**BASKERVILLE-DONOVAN, INC.**
ENGINEERING THE SOUTH SINCE 1927

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Pensacola - Panama City Beach - Tallahassee - Mobile

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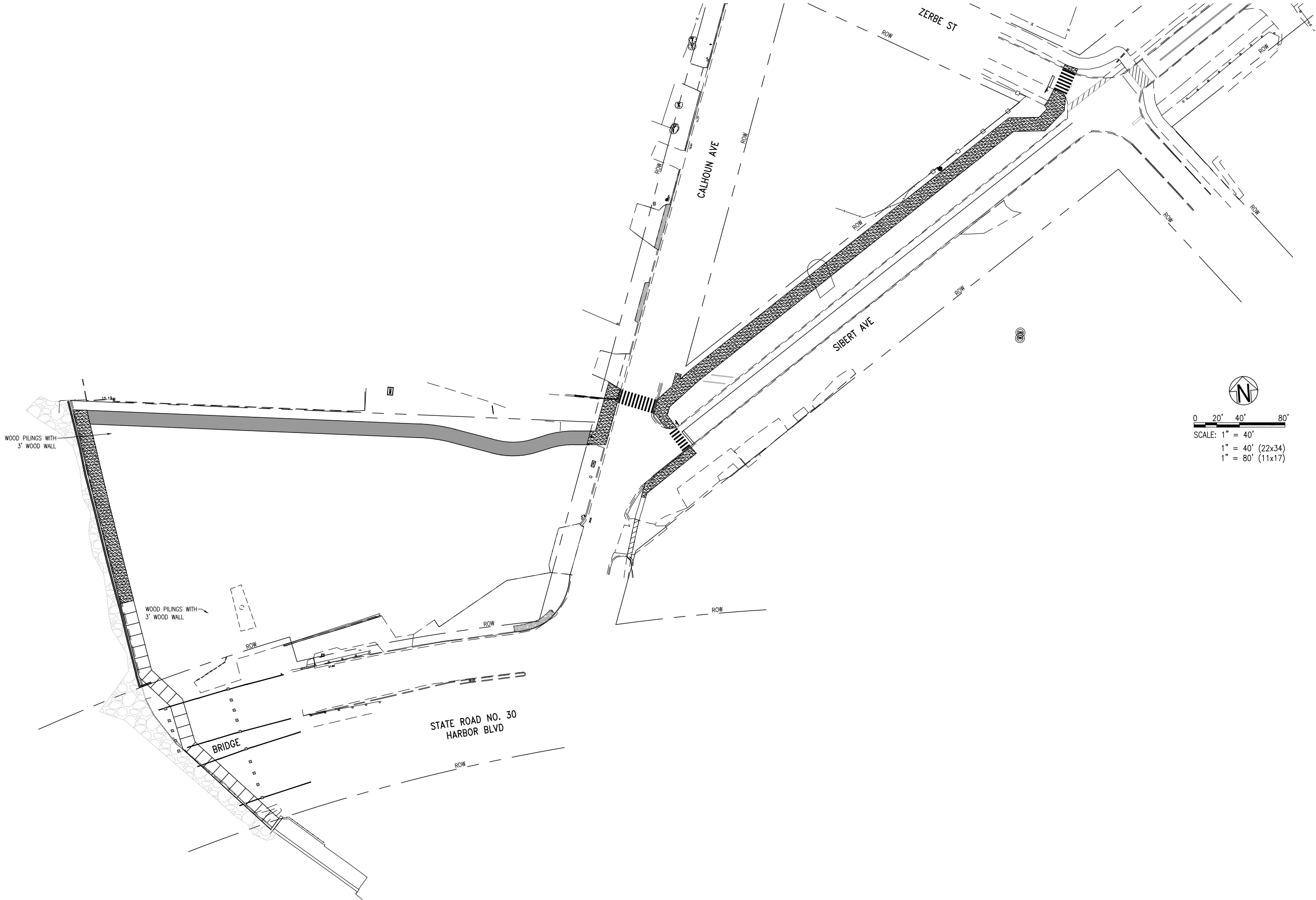
BOARDWALK UNDER THE
BRIDGE AND PD&E
STUDY

PROJECT NO:	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
48207.01					
DESIGNED BY: JF					
DRAWN BY: RGG					
CHK'D BY: MDL					
PROJ. MGR: JF					
DATE: AUG 2024					

SEAWALL RESTORATION

C-110

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C-111

SIGNING AND
STRIPING PLAN

PROJECT NO:	48207.01
DESIGNED BY:	JFF
DRAWN BY:	RG
CHK'D BY:	MDL
PROJ. MGR:	JFF
DATE:	AUG 2024

NO.	DATE	APPR.	REVISION/ACTION	TAKEN

BOARDWALK UNDER THE
BRIDGE AND PD&E
STUDY

**BASKERVILLE-DONOVAN, INC.**
ENGINEERING THE SOUTH SINCE 1927

449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9861
ENGINEERING BUSINESS: EB-00000340
Pensacola - Panama City Beach - Tallahassee - Mobile

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**CITY OF DESTIN BOARDWALK UNDER THE BRIDGE
AND PD&E STUDY**

DRAFT REPORT

CITY OF DESTIN PUBLIC WORKS

OCTOBER 2024



Job No. 48207.01

Project Engineer
Gabe McAfee, E.I.

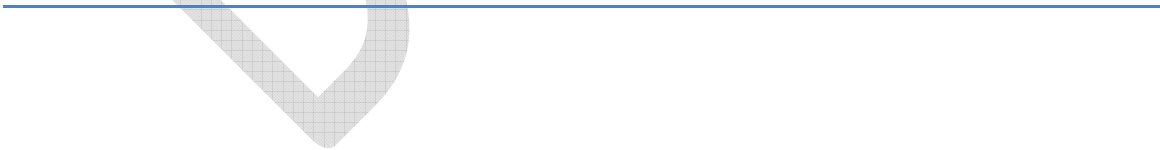
Project Manager
Jason Frick, P.E.
Florida P.E. 88469



449 West Main Street
Pensacola, Florida 32502
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Congestion Management Report

1. Executive Summary

This draft report examines potential solutions to address vehicle congestion and pedestrian safety along US 98 in Destin, Florida, focusing specifically on the area from Stahlman Avenue to Airport Road. Key improvement recommendations include additional signalization, median closures, street redirection, additional turning lanes, and changes to pedestrian crossings. The proposed measures are expected to enhance traffic capacity, flow, improve pedestrian safety, and reduce accident risks, particularly in high-crash areas like Stahlman and US 98.

The Plan also addresses concerns about additional traffic being routed to the Stahlman Intersection from the new Cross Town Connector. Enhancements for this intersection would convert Stahlman to a one way north and Palmetto to a one way south and a roundabout would also be installed at the intersection of Palmetto, Azalea, and Stahlman.

2. Baseline Data Collection

Traffic Data:

- Peak traffic on US 98 sees significant congestion, particularly during midday and PM hours. Traffic counts show a peak of 2,226 vehicles over 12 hours at Stahlman Avenue.
- Accidents: There is a high occurrence of rear-end and angle crashes in this area.

Pedestrian Data:

- Heavy pedestrian and bicycle crossing activities contribute to the congestion, particularly near popular tourist destinations.

Reference Reports:

- SR 30 Harbor Boulevard Feasibility Study from CR 30A to Airport Road FDOT.
- Districtwide Traffic Signal Retiming State Road 30 in Destin Peak Season FDOT.
- FDOT Study Stahlman Ave to Tequesta Drive.
- Traffic Operations Analysis of Signalized Intersections SR 30 at Stahlman Ave.
- Traffic Assessment for US 98 and Stahlman Avenue-Corrected, Volkert.

The data collection includes:

- Traffic counts and patterns, including vehicle speeds and pedestrian volumes.
- Accident reports from FDOT and pedestrian safety assessments at key intersections such as Stahlman Avenue.

3. Existing Conditions Analysis

Traffic Conditions:

- Level of Service (LOS) is currently rated at LOS F, signaling severe congestion during peak hours.
- Rear-end and angle crashes are frequent, contributing to delays and safety concerns.

Pedestrian Conditions:

- The area experiences high pedestrian volumes, particularly near busy intersections, necessitating improved safety measures.

4. Data Analysis

The data indicates:

- Significant congestion during peak hours with substantial vehicle and pedestrian activity.
- High-risk areas, particularly where pedestrian crossings intersect with vehicle traffic, contribute to accidents and congestion.

5. Alternative Solutions

Proposed Solutions:

- **Signal additions at Marler, Melvin and Palms Street.**

- **Marler Street:** This intersection, located near several commercial establishments and tourist attractions, sees a high volume of left turns and crossing traffic, leading to frequent delays and congestion. A signal here would help manage the flow of vehicles more effectively, reduce the occurrence of angle and rear-end collisions, and provide safe crossing opportunities for pedestrians.
- **Melvin Street:** Like Marler, the Melvin Street intersection faces significant traffic during peak hours, especially from vehicles attempting to enter or exit businesses and residential areas. A new signal at this location would help control traffic movements, especially for left-hand turns, improving safety and reducing the likelihood of collisions caused by vehicles crossing multiple lanes of traffic. Additionally, signalization would improve pedestrian safety by providing designated crossing intervals.
- **Palms Street:** As a key connector to local roads and businesses, Palms Street sees considerable traffic congestion, particularly during tourist seasons. Adding a signal here would enhance traffic control, ensuring smoother movement of vehicles turning in and out of Palms Street. This signal would also help distribute traffic more evenly along US 98, reducing bottlenecks that occur during peak travel times. Pedestrian crossings at Palms Street would become safer with dedicated signal phases, reducing conflicts with turning vehicles. **(see Appendix B for Signal locations and visuals)**

- **Median Closures:** Closing 19 medians along US 98 to eliminate left-turn conflicts and improve traffic flow and comply with F.A.C. 14-97.003 **(See Appendix A).**

- Closing medians is a strategic measure aimed at eliminating left-turn conflicts, which are a common cause of accidents at intersections, especially those involving vehicles turning across multiple lanes of traffic. By restricting left turns, traffic flow can become more streamlined, reducing bottlenecks caused by vehicles waiting to turn across opposing lanes. This also enhances safety by preventing head-on or angle collisions that occur during left-turn maneuvers.
- In addition to improving traffic flow and safety, these closures are designed to comply with Florida Administrative Code (F.A.C.) 14-97.003, which sets specific standards for

median openings based on roadway classification, traffic volume, and speed limits. This regulation mandates minimum spacing requirements for median openings to ensure safe and efficient movement along major roadways. In the case of US 98, many proposed closures aim to meet or exceed these spacing standards, ensuring compliance with the state's access management criteria. This helps balance the need for traffic efficiency with safety considerations, especially in high-traffic areas like the US 98 corridor. **(see Appendix C for Median Closing locations and visuals)**

- **Left turn lane north:** it is proposed to improve traffic flow and reduce congestion, particularly in areas with significant left-turning movements. By constructing additional turn lanes, traffic can move more efficiently, reducing delays and minimizing the risk of rear-end collisions that often occur when vehicles queue in through lanes waiting to turn.

Location Considered:

US 98 and Stahlman Avenue: An additional left turn lane traveling north is recommended for northbound traffic to facilitate smoother transitions onto Stahlman Avenue. This will reduce queueing and improve the level of service (LOS) at this high-traffic intersection.

Additionally, an eastbound right turn lane was suggested in the General Engineering Contract State Road 30 report. This turn lane is shown under the Stahlman Congestion Plan exhibit but is expected to be designed and funded through the Legendary Group.

Key Benefits:

- **Enhanced Traffic Flow:** Turn lanes provide dedicated space for vehicles to wait for turning opportunities without disrupting the flow of through traffic, which helps reduce delays and improve overall intersection performance.
- **Reduced Collision Risk:** By separating turning vehicles from the main traffic flow, the risk of rear-end and angle collisions, which often occur due to sudden stops or maneuvers, is minimized.
- **Improved Intersection Capacity:** Turn lanes increase the capacity of an intersection by allowing more vehicles to pass through without being delayed by turning traffic, thus reducing congestion during peak hours.
- **Compliance with Standards:** Turn lanes will be designed to meet the requirements of Florida Administrative Code (F.A.C.) 14-97.003, ensuring that adequate spacing, length, and width are provided to accommodate projected traffic volumes and speed limits. **(see Appendix D for Stahlman Congestion Plan)**

- **Roundabout Construction:** A proposed roundabout at Stahlman and Palmetto is expected to enhance traffic flow and safety. Exhibit

- **Reduction in Fatal Crashes:**
Studies by the Federal Highway Administration (FHWA) show that roundabouts reduce fatal crashes by 90% compared to traditional intersections with stop signs or signals.

- **Reduction in Injury Crashes:**
Roundabouts typically result in 75% fewer injury crashes. This reduction is attributed to lower travel speeds and the elimination of head-on or right-angle collisions that are common at signalized intersections.
- **Reduction in Pedestrian Crashes:**
The design of roundabouts, which force vehicles to slow down, helps in significantly reducing pedestrian-related crashes by 30-40% compared to signalized intersections. Pedestrians also must cross fewer lanes of traffic, which reduces exposure to vehicles.
- **Improved Traffic Flow:**
Roundabouts improve traffic flow by up to 30-50%, which indirectly enhances safety by reducing congestion and the likelihood of rear-end collisions that are common at stop-and-go intersections.
- **Reduction in Overall Crashes:**
In general, roundabouts reduce overall crash occurrences by 37% compared to signal-controlled intersections. This includes all types of crashes, from minor fender-benders to severe collisions.
- **Crash Severity:**
The nature of crashes in roundabouts tends to be less severe. Collisions typically occur at lower speeds and involve sideswipes or low-angle impacts, which are less likely to result in serious injuries compared to the T-bone or head-on collisions at traditional intersections. **(see Appendix D for Stahlman Congestion Plan)**

- **Pedestrian Barriers:** To enhance pedestrian safety and reduce the number of illegal pedestrian mid-block crossings that conflict with vehicle traffic, physical barriers will be installed east and west of the Stahlman intersection. These barriers are designed to guide pedestrians to designated crossing points, ensuring they use safe, signal-controlled crosswalks instead of attempting to cross at unmarked or unsafe locations.

- At busy intersections like Stahlman Avenue and US 98, where there is high foot traffic and a significant risk of pedestrian-vehicle collisions, the installation of barriers will prevent mid-block crossings, which often occur unpredictably and disrupt the flow of traffic. By channeling pedestrians to specific crossing points, barriers reduce the chances of accidents caused by pedestrians entering the roadway unexpectedly.
- In addition to improving safety, these barriers will contribute to better traffic flow. When pedestrian movements are more predictable and controlled, vehicles can move more smoothly through intersections without the need for sudden stops or slowdowns to accommodate unscheduled crossings. This will help mitigate congestion at intersections that are already prone to delays due to both high vehicle and pedestrian volumes.

Moreover, the barriers will serve as a visual cue to both drivers and pedestrians, clearly delineating where crossings should occur and where they are prohibited, which will reinforce the importance of using designated crosswalks for safer pedestrian movement. (see **Appendix D for Stahlman Congestion Plan**)



Figure 1 Example Median Barrier

- Converting Stahlman Avenue (Northbound) and Palmetto Drive (Southbound) to One-Way Travel

One alternative to reduce congestion and improve traffic flow in the area is to convert Stahlman Avenue to a one-way northbound travel way and Palmetto Drive to a one-way southbound travel way. This change would simplify traffic patterns, increase capacity, and improve safety along these critical corridors.

Traffic Flow Improvements

- **Reduction in Conflicts:** Converting Stahlman Avenue to one-way northbound and Palmetto Drive to one-way southbound will eliminate opposing traffic flows, thereby reducing the likelihood of head-on collisions or side-impact accidents. By simplifying the traffic patterns, vehicles will be able to move more freely without the need to yield to oncoming traffic at intersections.
- **Increased Road Capacity:** With both streets dedicated to single-direction traffic, additional lanes can be allocated for travel in that direction, allowing for smoother flow. This would enable more vehicles to traverse Stahlman Avenue and Palmetto Drive without the bottlenecks typically caused by vehicles waiting to turn across opposing traffic lanes.

- **Improved Intersection Efficiency:** Converting these streets to one-way will also allow for better synchronization of traffic signals at major intersections such as the Stahlman Avenue and US 98 intersection. By reducing the number of conflict points, signal timing can be optimized for smoother traffic movement, reducing stop-and-go conditions and minimizing delays.

Safety Benefits

- **Enhanced Pedestrian and Cyclist Safety:** One-way streets are generally safer for pedestrians and cyclists, as they only need to contend with traffic coming from one direction. This would be particularly beneficial at busy intersections such as Stahlman and US 98, where high pedestrian traffic currently increases the risk of accidents. Crosswalks and pedestrian signals can be more effectively managed with predictable vehicle flow from a single direction.
- **Simplified Turns:** Converting Stahlman Avenue to one-way northbound and Palmetto Drive to one-way southbound will eliminate the need for vehicles to cross multiple lanes of opposing traffic when making left turns. This reduces the risk of angle and rear-end collisions that often occur when vehicles are waiting to turn across traffic.

Considerations for Implementation

- **Street Reconfiguration:** The conversion of Stahlman Avenue and Palmetto Drive will require modifications to existing lane configurations, signage, and traffic signals. On-street parking may need to be re-evaluated to ensure sufficient space for the reconfigured lanes, and access to businesses and residential properties will need to be maintained with minimal disruption.
- **Impact on Surrounding Roadways:** Shifting traffic patterns on Stahlman Avenue and Palmetto Drive could have ripple effects on adjacent roadways. Traffic flow analysis will be necessary to ensure that the conversion does not displace congestion to other parts of the network, particularly along US 98. Measures such as improved wayfinding and signal optimization on nearby streets could help manage redirected traffic.

6. Evaluation Criteria

The alternatives are evaluated based on:

- Effectiveness in reducing congestion.
- Impact on traffic safety, particularly in high-crash areas like Stahlman Avenue.
- Feasibility of implementation, including costs and timeframes.
- Community acceptance, gauged through public meetings and surveys.

7. Evaluation of Alternatives

The evaluation highlights the following:

- Median closures are expected to reduce stacking in left lanes, promote continuous traffic flow, and protect pedestrians at mid-block crossings. It should be noted that any major roadway construction will involve bringing these median openings into compliance with F.A.C 14-97.003.
- Signalization and the roundabout proposal at Stahlman Avenue are expected to improve safety and reduce congestion

8. Community Leadership

During the review of existing traffic and roadway conditions, BDI had continuous coordination with County and City staff and executives with the Legendary Group. These meetings were focused on developing congestion management alternatives that could be implemented and complied with Florida Administrative Code.

Additionally, discussions with FDOT about the ongoing PD&E gave insight into the future for the Marler Bridge.

9. Selection of Preferred Solution

The preferred solution involves a combination of median closures, signalization, and pedestrian barriers. This approach balances the need for improved traffic flow with safety enhancements for pedestrians.

10. Implementation Plan

Key Phases:

1. Engineering, permitting, and construction of signals and relocated mid-block crossings.
2. Engineering, permitting, and median construction to provide signalized protected left turns
3. Engineering, permitting, and median construction work to close openings.
4. Engineering, permitting, and construction of pedestrian barriers.
5. Engineering, permitting and construction of the roundabout at Stahlman Avenue and Palmetto.

The project is expected to be completed in phases over the coming years as funding becomes available.

11. ROM Estimates

(Incorporation into the Final Report)

12. Funding Sources

(Incorporation into the Final Report)

13. Conclusion

The proposed solutions address severe congestion and safety concerns throughout US 98. The combination of signal optimization, median closures, and pedestrian improvements is expected to significantly enhance traffic flow and pedestrian safety.

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Appendix A

F.A.C. 14-97.003

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14-97.003 Access Control Classification System and Access Management Standards.

(1) The following tables contain the access control classification and access management standards to be used in the planning, design, and permitting of connections, and the planning and design of medians, median openings, and signal spacing for roads on the SHS. The Department encourages the use of joint access driveways and service roads.

Table 1 Access Management Standards for Limited Access Facilities						
Access Class	Segment Location					Applicable Interchange Spacing Standard
1	Area Type 1 – CBD & CBD Fringe for Cities in Urbanized Areas					1 Mile
	Area Type 2 – Existing Urbanized Areas Other Than Area Type 1					2 Miles
	Area Type 3 – Transitioning Urbanized Areas and Urban Areas Other Than Area Type 1 OR 2					3 Miles
	Area Type 4 – Rural Areas					6 Miles
Table 2 Access Management Standards for Controlled Access Facilities						
Access Class	Median	Median Opening Spacing Standard (feet)		Signal Spacing Standard (feet)	Connection Spacing Standard (feet)	
		Full	Directional		Posted Speed Greater than 45 MPH	Posted Speed of 45 MPH or less
2	Restrictive	2,640	1,320	2,640	1,320	660
3	Restrictive	2,640	1,320	2,640	660	440
4	Non-Restrictive			2,640	660	440
5	Restrictive	2,640 Posted Speed Greater than 45 MPH <u>1,320</u> Posted Speed of 45 MPH or less	660	2, 640 Posted Speed Greater than 45 MPH <u>1,320</u> Posted Speed of 45 MPH or less	440	245
6	Non-Restrictive			1,320	440	245
7	Both Median Types	660	330	1,320	125	125

The interim standards contained in subsection 14-97.004(1), F.A.C., shall be used for any unclassified segment of the SHS until replaced by an adopted access classification.

(2) Access Control Classification. The seven access classes are described as follows:

(a) Access Class 1 consists of limited access facilities, which roadways do not provide direct property connections. These roadways provide for high speed and high volume traffic movements serving interstate, interregional, and intercity, and, to a lesser degree, intracity, travel needs. Interstate highways and Florida's Turnpike are typical of this class. The interchange spacing standards, based on the Area Type the highway is passing through, are for the through lanes or main line of the facility. New interchanges to Access Class 1 facilities shall be based on an engineering analysis of the operation and safety of the system. These

interchanges can only be approved through the interchange justification process. Approval by the Department and FHWA is required before any new interchange is constructed.

(b) Access Classes 2 through 7 consist of controlled access facilities and are arranged from the most restrictive (Access Class 2) to the least restrictive (Access Class 7) class based on development. Generally the roadways serving areas without existing extensive development are classified in the upper portion of the range (Access Class 2, 3 and 4). Those roadways serving areas with existing moderate to extensive development are generally classified in the lower portion of the range (Access Class 5, 6 and 7). The access management standards for each access class are further determined by the posted speed limit.

1. Access Class 2 roadways are highly controlled access facilities distinguished by the ability to serve high speed and high volume traffic over long distances in a safe and efficient manner. This access class is further distinguished by a highly controlled limited number of connections, median openings, and infrequent traffic signals. Segments of the SHS having this classification usually have access restrictions supported by local ordinances and agreements with the Department, and are generally supported by existing or planned service roads.

2. Access Class 3 roadways are controlled access facilities where direct access to abutting land is controlled to maximize the operation of the through traffic movement. The land adjacent to these roadways is generally not extensively developed and/or the probability of significant land use change exists. These roadways are distinguished by existing or planned restrictive medians.

3. Access Class 4 roadways are controlled access facilities where direct access to abutting land is controlled to maximize the operation of the through traffic movement. The land adjacent to these roadways is generally not extensively developed and/or the probability of significant land use change exists. These roadways are distinguished by existing or planned non-restrictive median treatments.

4. Access Class 5 roadways are controlled access facilities where adjacent land has been extensively developed and where the probability of major land use change is not high. These roadways are distinguished by existing or planned restrictive medians.

5. Access Class 6 roadways are controlled access facilities where adjacent land has been extensively developed, and the probability of major land use change is not high. These roadways are distinguished by existing or planned non-restrictive medians or centerlines.

6. Access Class 7 roadways are controlled access facilities where adjacent land is generally developed to the maximum feasible intensity and roadway widening potential is limited. This classification shall be assigned only to roadway segments where there is little intent or opportunity to provide high speed travel. Exceptions to access management standards in this access class may be allowed if the landowner substantially reduces the number of connections compared to existing conditions. These roadways can have either restrictive or non-restrictive medians.

(3) Access Management Standards.

(a) Connection permit applications, submitted pursuant to Rule Chapter 14-96, F.A.C., shall be reviewed subject to the standards of this rule chapter.

(b) Existing lawful connections, median openings, and signals are not required to meet the access management standards. Existing access management features will generally be allowed to remain in place, but shall be brought into conformance with access management standards when significant change occurs or as changes to the roadway design allow.

(c) A property that cannot meet the access management standards for a connection, as set forth herein, is eligible to be permitted by the Department for a single connection pursuant to Rule Chapter 14-96, F.A.C., where there is no other reasonable access to the SHS and the connection will not create a safety or operational hazard.

(d) Greater distances between connections and median openings will be required by the Department where necessary to meet operational and safety requirements. In these instances, the Department shall make such determination based on generally accepted professional practice standards.

(e) Adjacent properties under common ownership shall be considered one parcel for purposes of this rule. Persons requesting connections for one or more adjacent properties under common ownership may, however, as a part of the Rule Chapter 14-96, F.A.C., permit process, request that the properties be considered individually for connection permitting purposes. Such requests shall be included as part of the permit application and shall provide specific analyses and justification of potential safety and operational hazards associated with the compatibility of the volume, type or characteristics of the traffic using the connection. A contract for sale, a long term lease, or similar document shall constitute separate ownership from the parent tract for the purpose of this rule chapter, if the sale would not result in common ownership. A connection permit issued based on a contract for sale will be conditioned on transfer of the property to the buyer.

(f) The speed criteria referred to in Table 2, Access Management Standards for Controlled Access Facilities, and in the Interim Access Management Standards in Table 3, means the posted speed limit at the proposed connection location.

(g) Corridor Access Management Plans may be adopted by the Department in coordination with local governmental entities. These plans shall be based on an analysis by the Department using generally accepted professional practice standards and will provide corridor specific access management and traffic control features. Before the adoption of such plans, the Department shall notify affected local governments and abutting property owners and shall hold a public meeting, if requested. After consideration of public input, the Department shall, in cooperation with the affected local government, finalize the plan.

(h) Interchange Areas. Connections and median openings on a controlled access facility located up to 1/4 mile from an interchange area or up to the first intersection with an arterial road, whichever distance is less, shall be more stringently regulated to protect safety and operational efficiency of the SHS, as set forth below:

1. The 1/4 mile distance shall be measured from the end of the taper of the ramp furthest from the interchange.
2. With the exception of Access Class 2 facilities with posted speed limits over 45 MPH, the distance from the interchange ramp(s) to the first connection shall be at least 660 feet where the posted speed limit is greater than 45 MPH, or at least 440 feet where the posted speed limit is 45 MPH or less. This distance will be measured from the end of the taper for that particular quadrant of the interchange on the controlled access facility. For Access Class 2 facilities with posted speed limits over 45 MPH, the distance to the first connection shall be at least 1,320 feet.
3. The standard distance to the first full median opening shall be at least 2,640 feet as measured from the end of the taper of the off ramp.
4. Greater distances between proposed connections and median openings will be required when the Department determines, based on generally accepted professional practice standards, that the engineering and traffic information provided in the Rule Chapter 14-96, F.A.C., permit application shows that the safety or operation of the interchange or the limited access highway would be adversely affected.

(i) Traffic signals, which are proposed at intervals closer than the access management standard for the designated access class, will only be approved where the need for such signal(s) is clearly demonstrated for the safety and operation of the roadway and approved through the signal warrant process.

Rulemaking Authority 334.044(2), 335.182, 335.184, 335.188 FS. Law Implemented 334.044(10)(a), 335.182, 335.188, 338.001 FS. History—New 2-13-91, Amended 10-7-09.

Appendix B
Signal Additions

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New Signal

Marler Street Signal

Existing Conditions

Median Type	Full
Signal (Y/N)	N
Lanes	4
Speed Limit	35
Access Class	5
Context Class	C4

Existing Median Spacing

Distance from previous signal	1647'
Distance from next median	1808'
Standard (F.A.C. 14-97.003)	1320'
Meets FDOT Spacing Req.	N

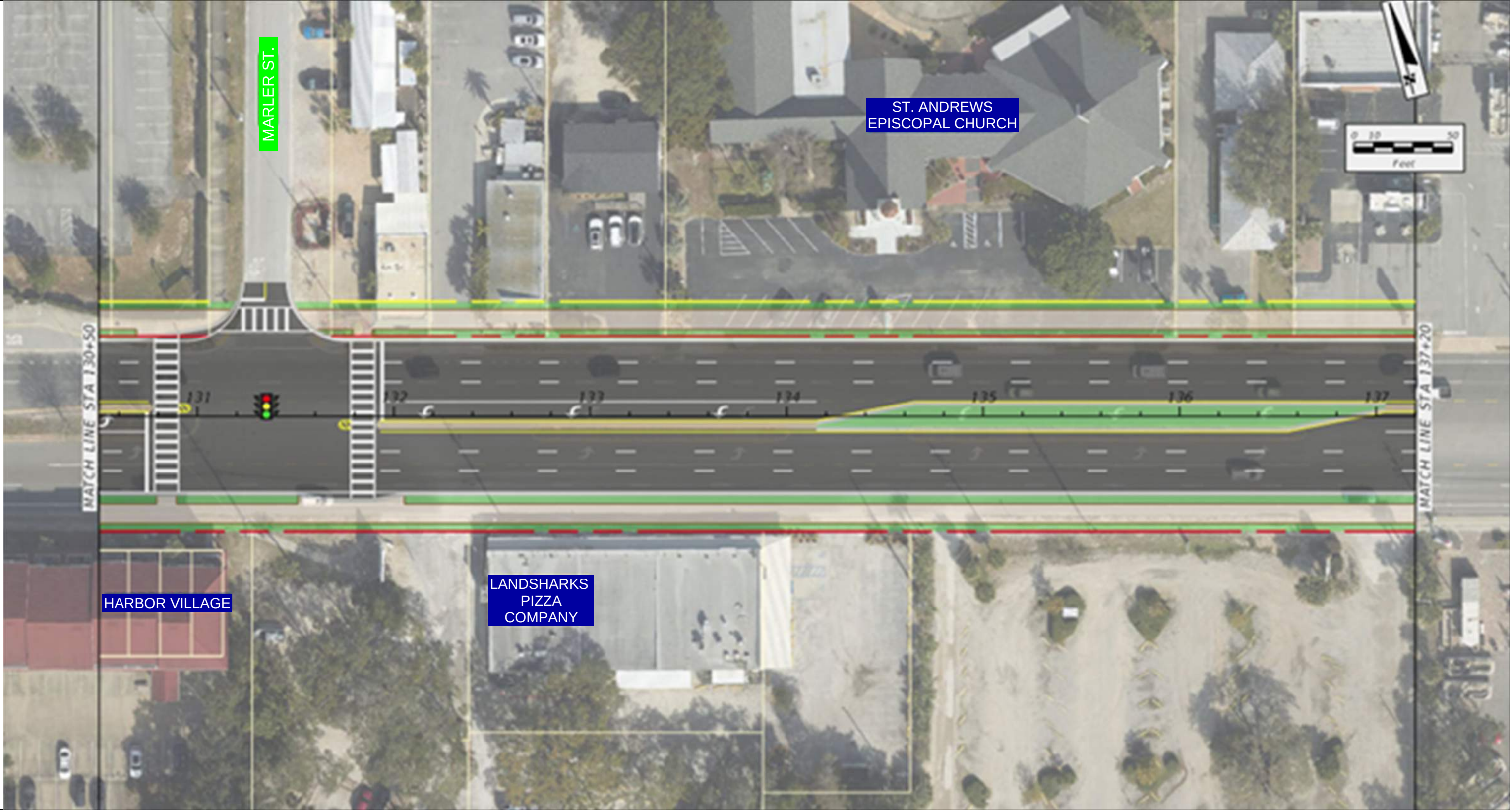
Pros & Cons of Signalization

Pros	Improved traffic flow	Cons	Cost/Funding
	Enhanced Safety		Disruption for Construction
	Satisfactory Level of Service		Limited Capacity Improvements
	Improved Accessibility		

EXISTING CONDITIONS



SIGNALIZED INTERSECTION IMPROVEMENTS



New Signal

Melvin Street Signal

Existing Conditions

Median Type	Full
Signal (Y/N)	N
Lanes	4
Speed Limit	35
Access Class	5
Context Class	C4

Existing Median Spacing

Distance from previous median	1823'
Distance from next median	1225'
Standard (F.A.C. 14-97.003)	1320'
Meets FDOT Spacing Req.	N

Pros & Cons of Signalization

Pros	Improved traffic flow	Cons	Cost/Funding
	Enhanced Safety		Disruption for Construction
	Satisfactory Level of Service		Limited Capacity Improvements
	Improved Accessibility		

EXISTING CONDITIONS



SIGNALIZED INTERSECTION IMPROVEMENTS



New Signal

Palm Street/Sandprint Drive Signal

Existing Conditions

Median Type	Full
Signal (Y/N)	N
Lanes	4
Speed Limit	35
Access Class	5
Context Class	C4

Existing Median Spacing

Distance from previous median	1430'
Distance from next median	3472'
Standard (F.A.C. 14-97.003)	1320'
Meets FDOT Spacing Req.	N

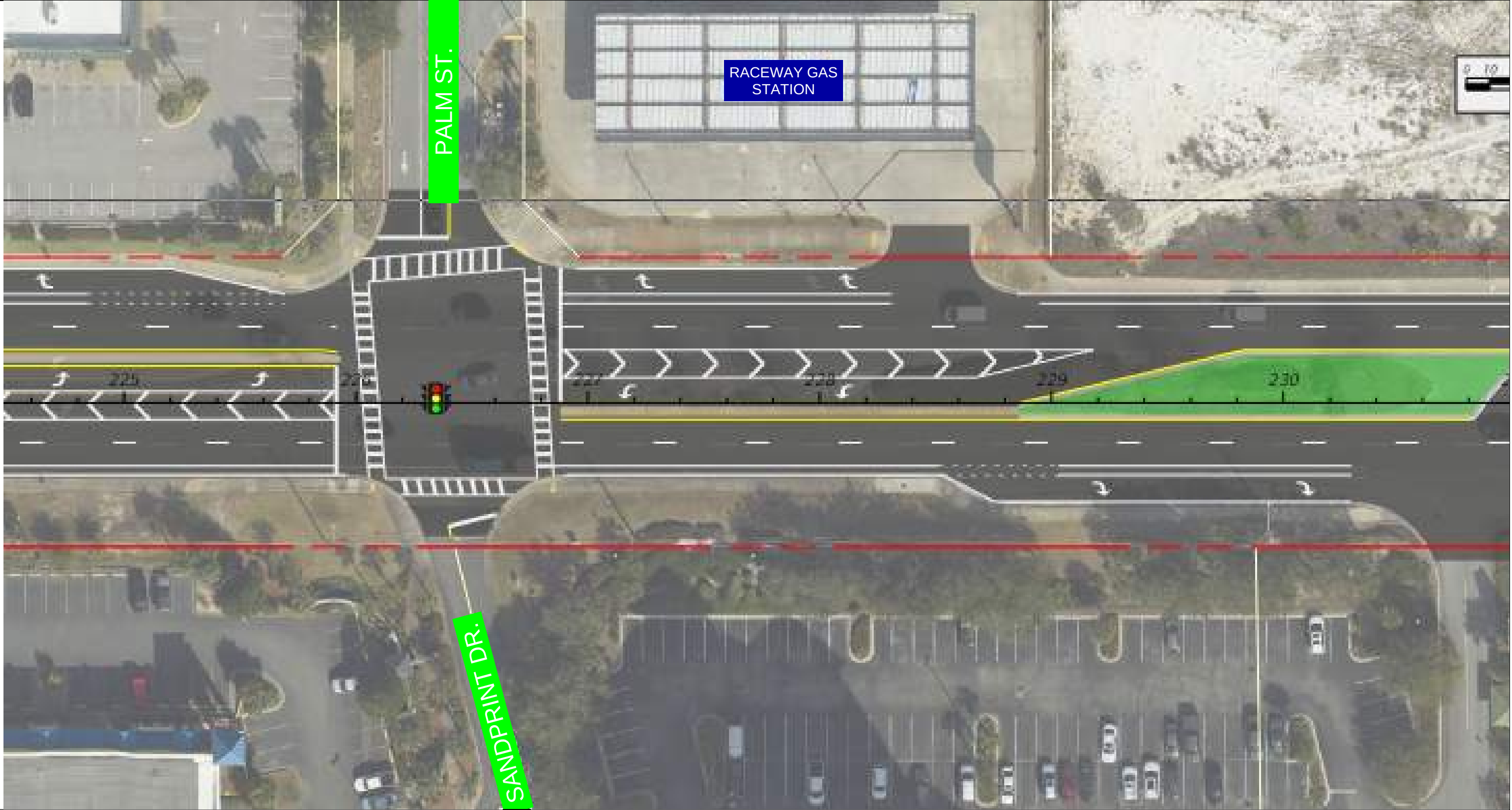
Pros & Cons of Signalization

Pros	Improved traffic flow	Cons	Cost/Funding
	Enhanced Safety		Disruption for Construction
	Satisfactory Level of Service		Limited Capacity Improvements
	Improved Accessibility		

EXISTING CONDITIONS



SIGNALIZED INTERSECTION IMPROVEMENTS



Appendix C
Median Closings

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MEDIAN CLOSINGS

Destin Charter Services

Existing Conditions

Median Type	Full
Signal (Y/N)	N
Lanes	4
Speed Limit	35
Access Class	5
Context Class	C4

Existing Median Spacing

Distance from previous median	433'
Distance from next median	380'
Standard (F.A.C. 14-97.003)	1320'
Meets FDOT Spacing Req.	N

Pros & Cons of Closing Median

Pros	Reduces stacking in left lane along East and West-bound US-98	Cons	Elimates crossing two lanes of traffic to make a left turn from parking lot to East
	Promotes continuous traffic flow along East and West-bound US-98		Creates right-in and right-out only driveway to the North and South
	Protects pedestrians at the mid-block crosswalk from left turns/U-turns in East and West-bound US-98		Removes left turn lane East and West-bound US-98

EXISTING CONDITIONS



PROPOSED MEDIAN CLOSURE



MEDIAN CLOSINGS

St. Andrews Episcopal Church

Existing Conditions

Median Type	Full
Signal (Y/N)	N
Lanes	4
Speed Limit	35
Access Class	5
Context Class	C4

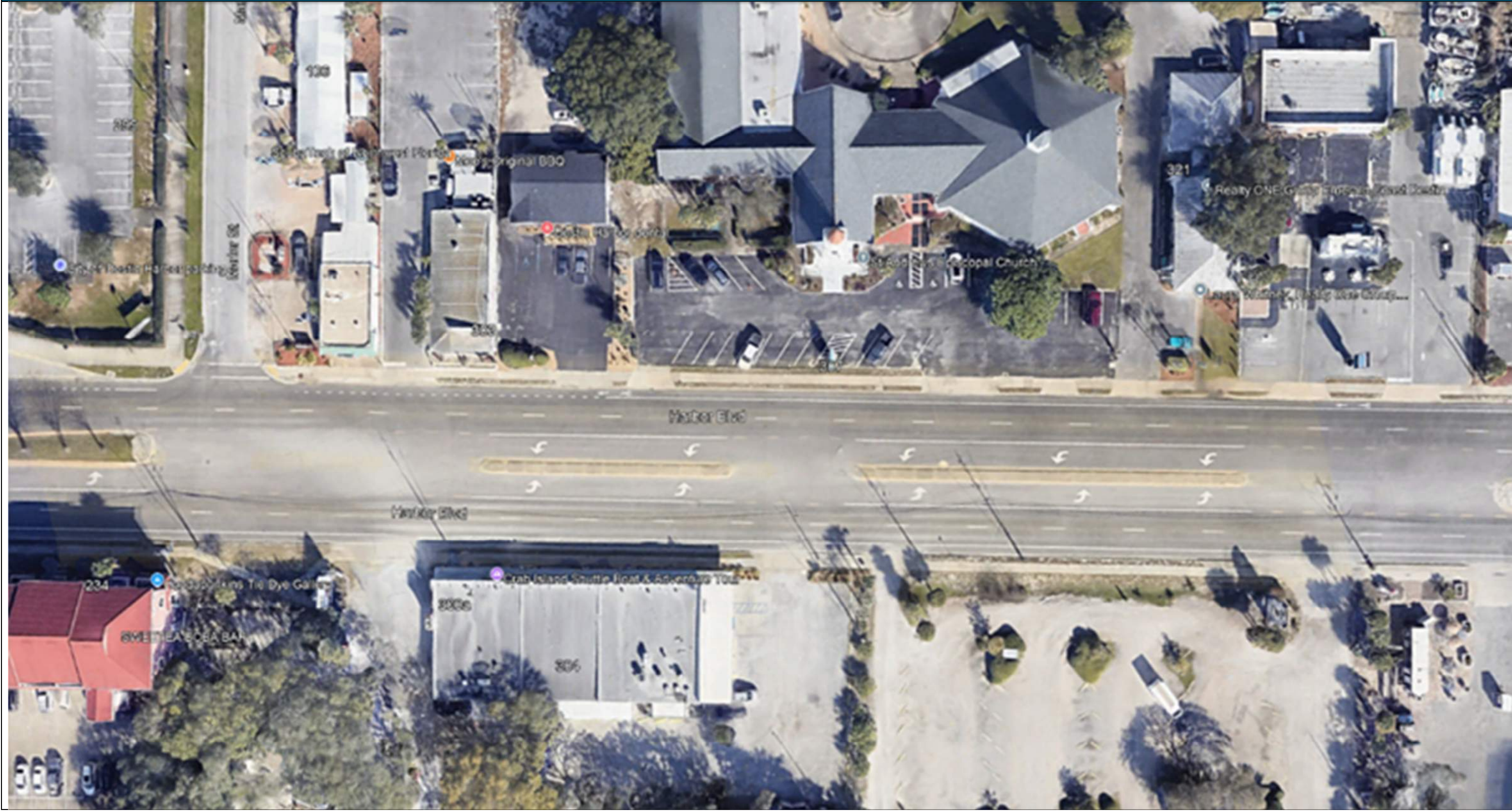
Existing Median Spacing

Distance from previous median	300'
Distance from next median	265'
Standard (F.A.C. 14-97.003)	1320'
Meets FDOT Spacing Req.	N

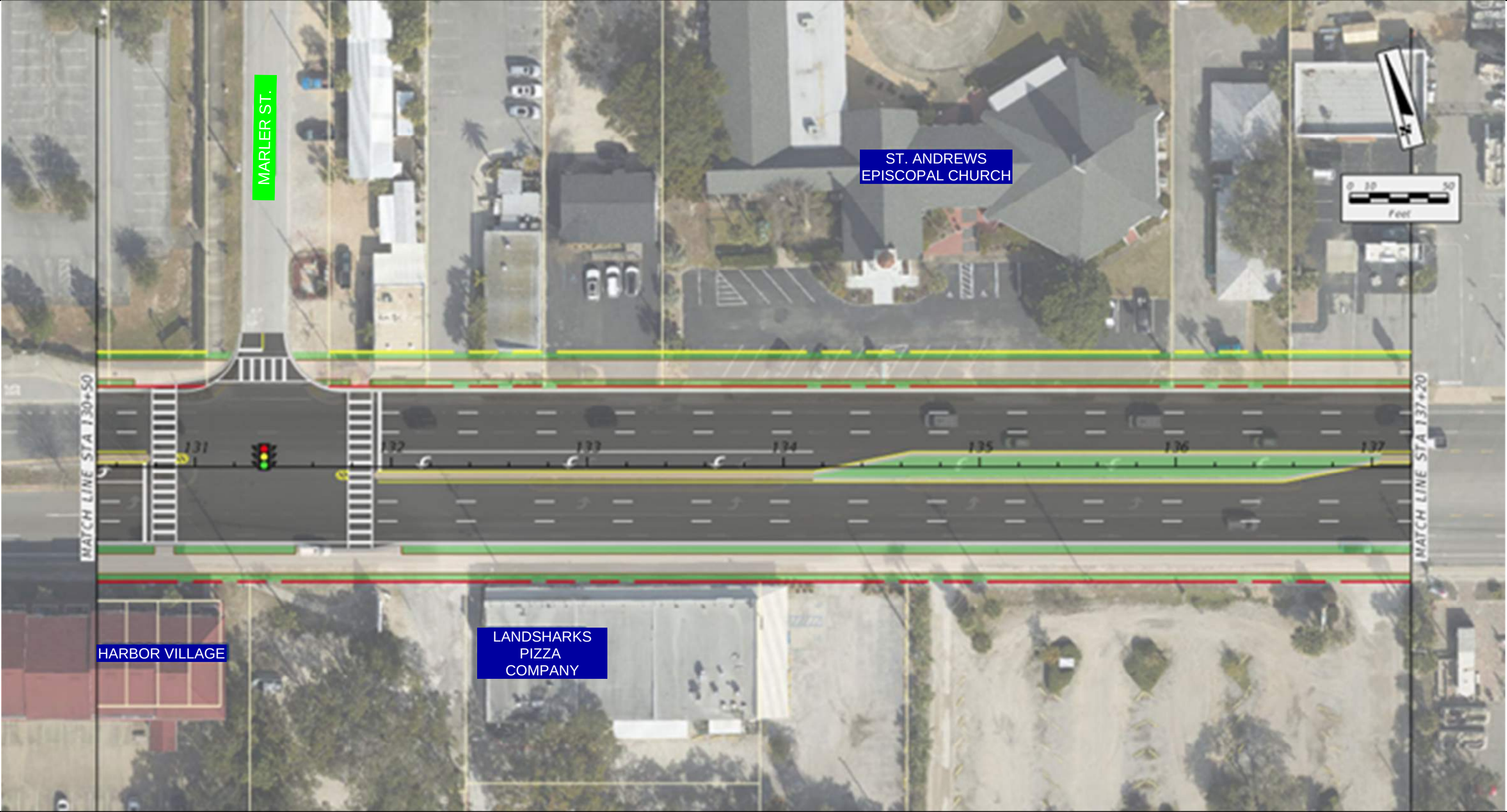
Pros & Cons of Closing Median

Pros	Promotes continuous traffic flow along East and West-bound US-98	Cons	Creates right-in and right-out only driveway to the North and South
			Removes both left turn lanes to parking lot from East and West-bound US-98
	Protects pedestrians at the mid-block crosswalk from left turns/U-turns in East and West-bound US-98		Removes left turn lane East and West-bound US-98

EXISTING CONDITIONS



PROPOSED MEDIAN CLOSURE



MEDIAN CLOSINGS

Heron Harbor

Existing Conditions

Median Type	Full
Signal (Y/N)	N
Lanes	4
Speed Limit	35
Access Class	5
Context Class	C4

Existing Median Spacing

Distance from previous median	265'
Distance from next median	390'
Standard (F.A.C. 14-97.003)	1320'
Meets FDOT Spacing Req.	N

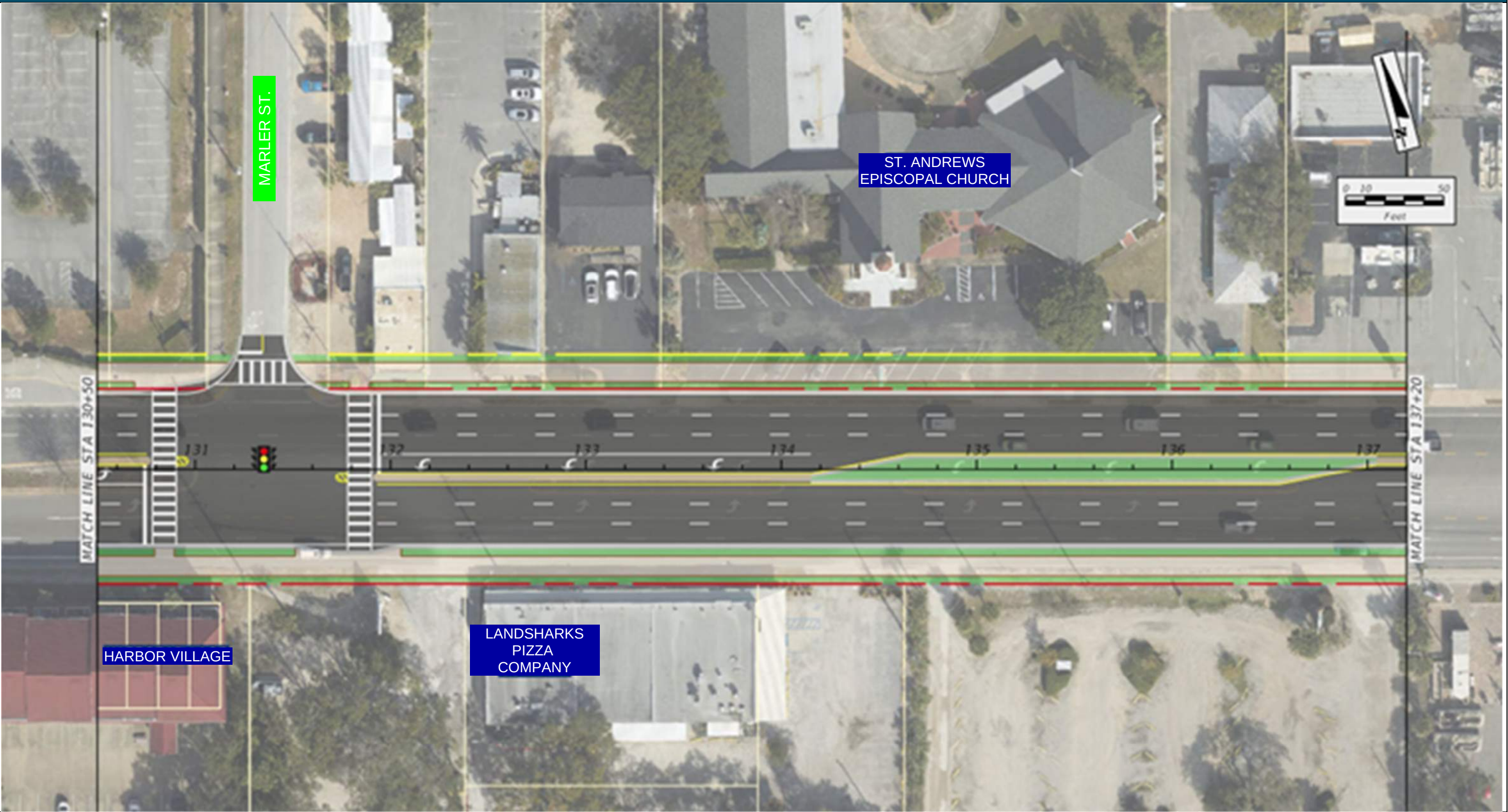
Pros & Cons of Closing Median

Pros	Promotes continuous traffic flow along East and West-bound US-98	Cons	Removes both left turn lanes to parking lot from East and West-bound US-98
			Creates right-in and right-out only driveway to the North and South

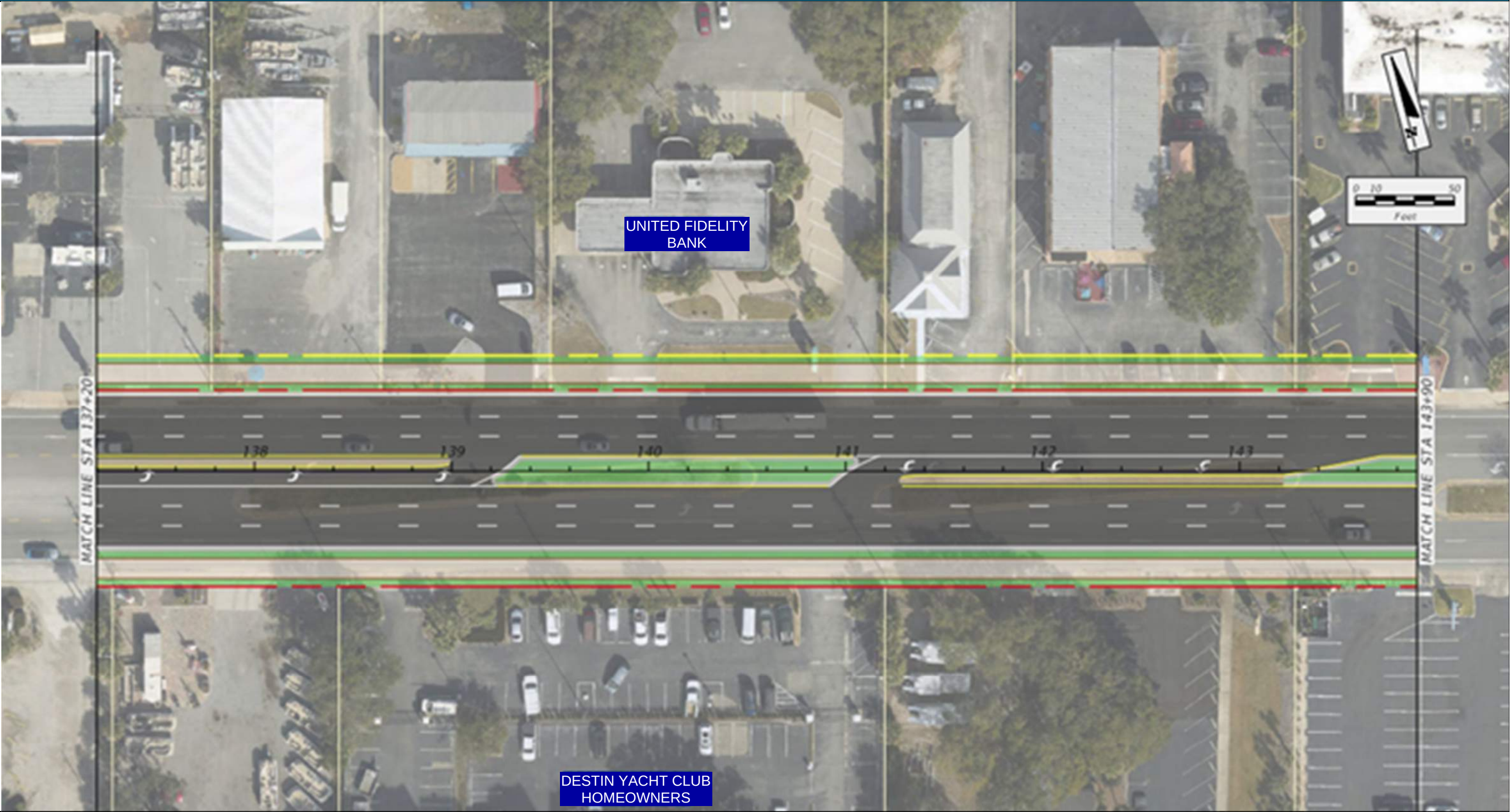
EXISTING CONDITIONS



PROPOSED MEDIAN CLOSURE



PROPOSED MEDIAN CLOSURE



MEDIAN CLOSINGS

Motel 6

Existing Conditions

Median Type	Full
Signal (Y/N)	N
Lanes	4
Speed Limit	35
Access Class	5
Context Class	C4

Existing Median Spacing

Distance from previous median	355'
Distance from next median	585'
Standard (F.A.C. 14-97.003)	1320'
Meets FDOT Spacing Req. (Y/N)	N

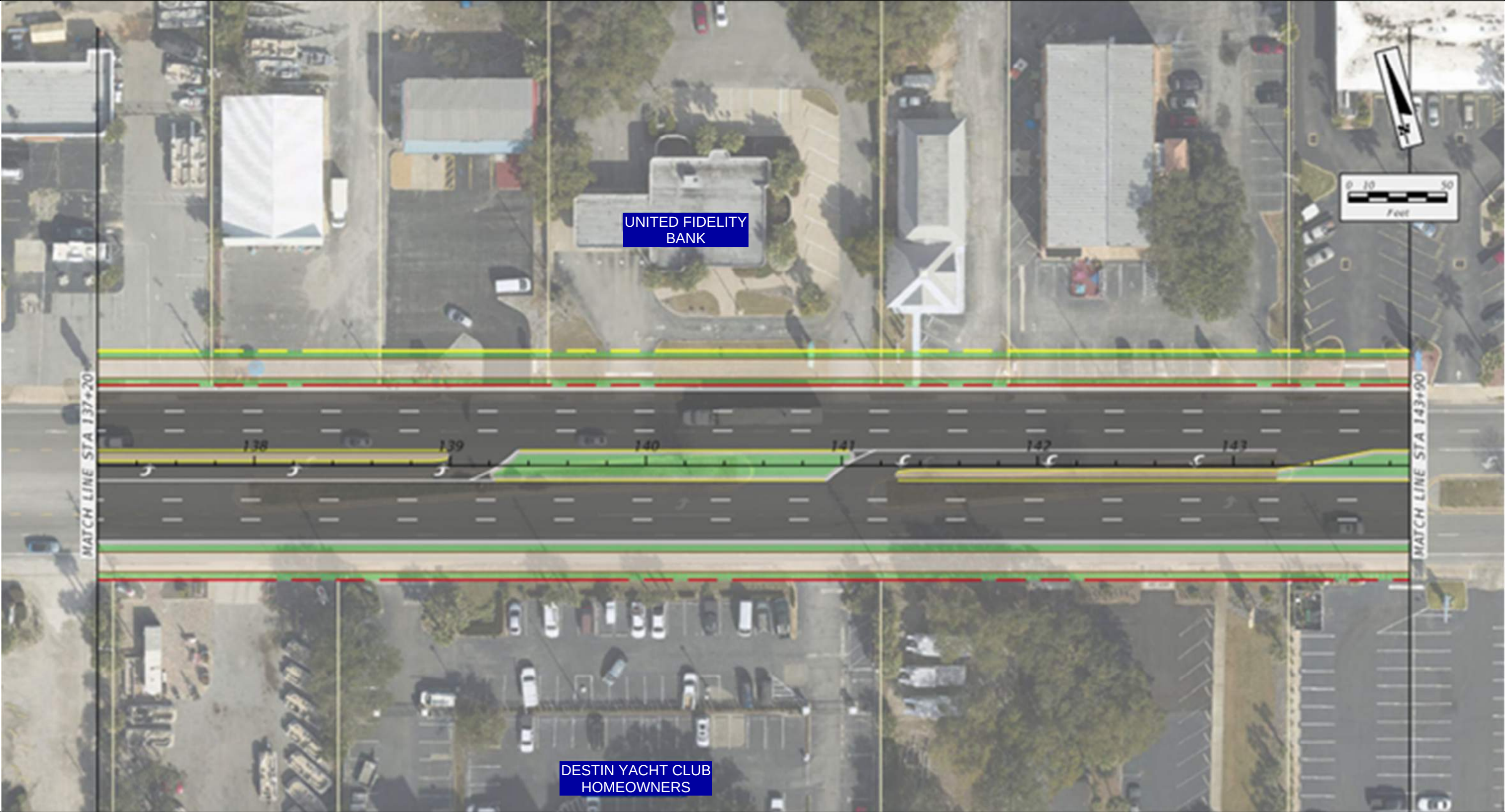
Pros & Cons of Closing Median

Pros	Promotes continuous traffic flow along East and West-bound US-98	Cons	Removes both left turn lanes to parking lot from East and West-bound US-98
			Creates right-in and right-out only driveway to the North and South

EXISTING CONDITIONS



PROPOSED MEDIAN CLOSURE



PROPOSED MEDIAN CLOSURE



MEDIAN CLOSINGS

Taco Bell

Existing Conditions

Median Type	Full
Signal (Y/N)	N
Lanes	4
Speed Limit	35
Access Class	5
Context Class	C4

Existing Median Spacing

Distance from previous median	353'
Distance from next median	293'
Standard (F.A.C. 14-97.003)	1320'
Meets FDOT Spacing Req.	N

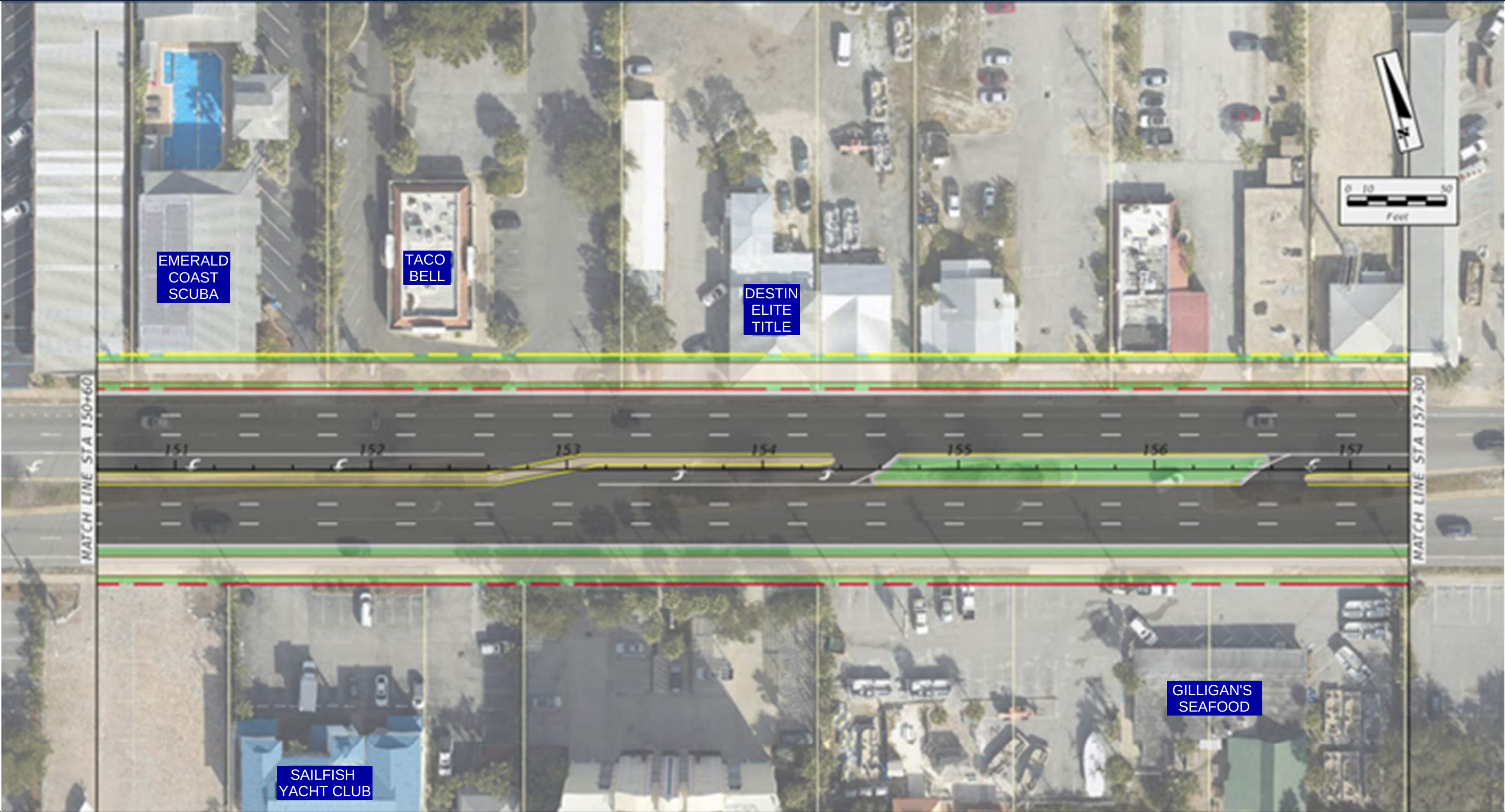
Pros & Cons of Closing Median

Pros	Promotes continuous traffic flow along East and West-bound US-98	Cons	Removes both left turn lanes to parking lot from East and West-bound US-98
			Creates right-in and right-out only driveway to the North and South

EXISTING CONDITIONS



PROPOSED MEDIAN CLOSURE



MEDIAN CLOSINGS

Hogs Breath Saloon

Existing Conditions

Median Type	Full
Signal (Y/N)	N
Lanes	4
Speed Limit	35
Access Class	5
Context Class	C4

Existing Median Spacing

Distance from previous median	400'
Distance from next median	300'
Standard (F.A.C. 14-97.003)	1320'
Meets FDOT Spacing Req.	N

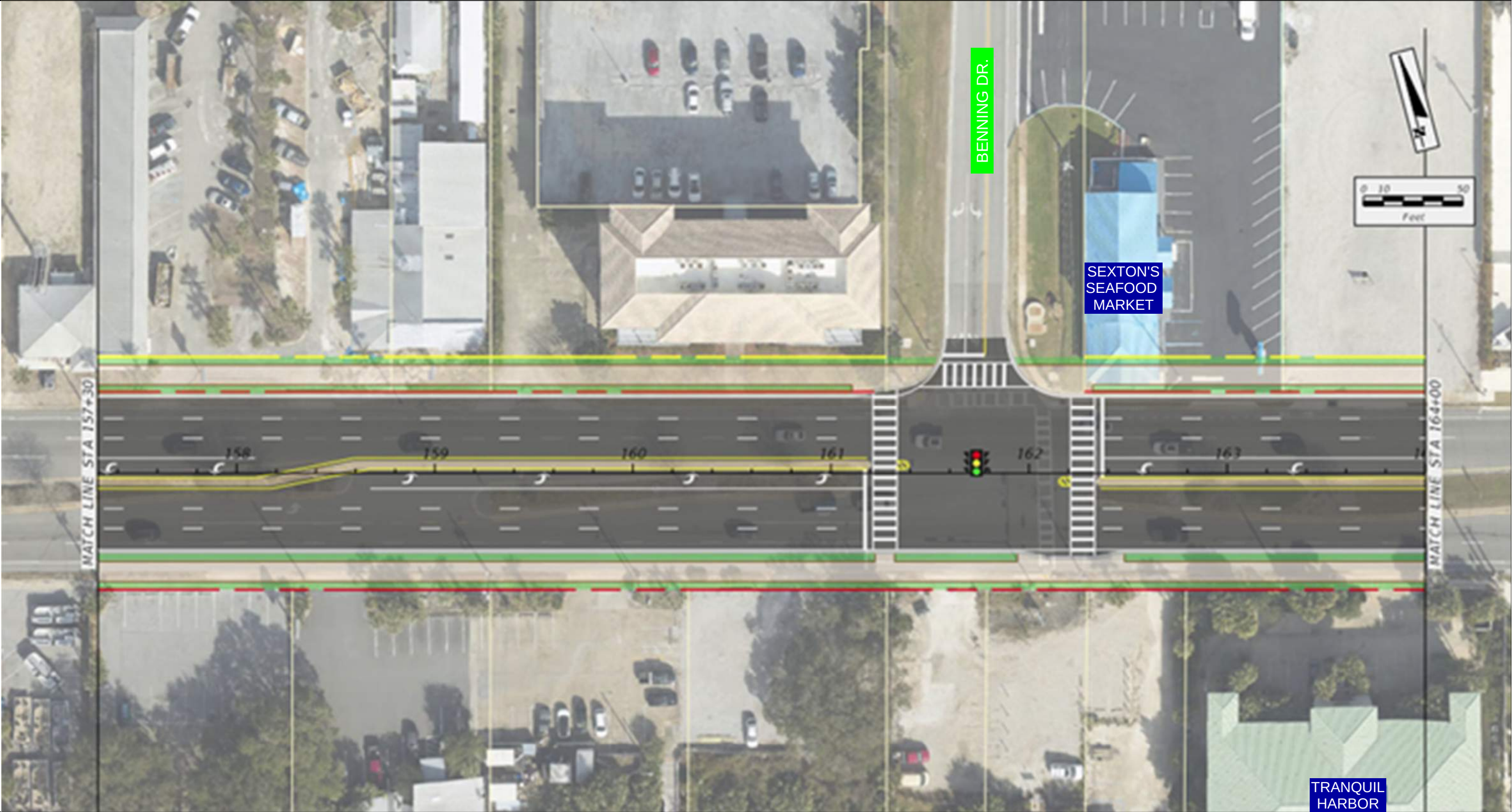
Pros & Cons of Closing Median

Pros	Promotes continuous traffic flow along East and West-bound US-98	Cons	Removes both left turn lanes to parking lot from East and West-bound US-98
			Creates right-in and right-out only driveway to the North and South

EXISTING CONDITIONS



PROPOSED MEDIAN CLOSURE



MEDIAN CLOSINGS

Half Hitch Tackle

Existing Conditions

Median Type	Full
Signal (Y/N)	N
Lanes	4
Speed Limit	35
Access Class	5
Context Class	C4

Existing Median Spacing

Distance from previous median	470'
Distance from next median	537'
Standard (F.A.C. 14-97.003)	1320'
Meets FDOT Spacing Req.	N

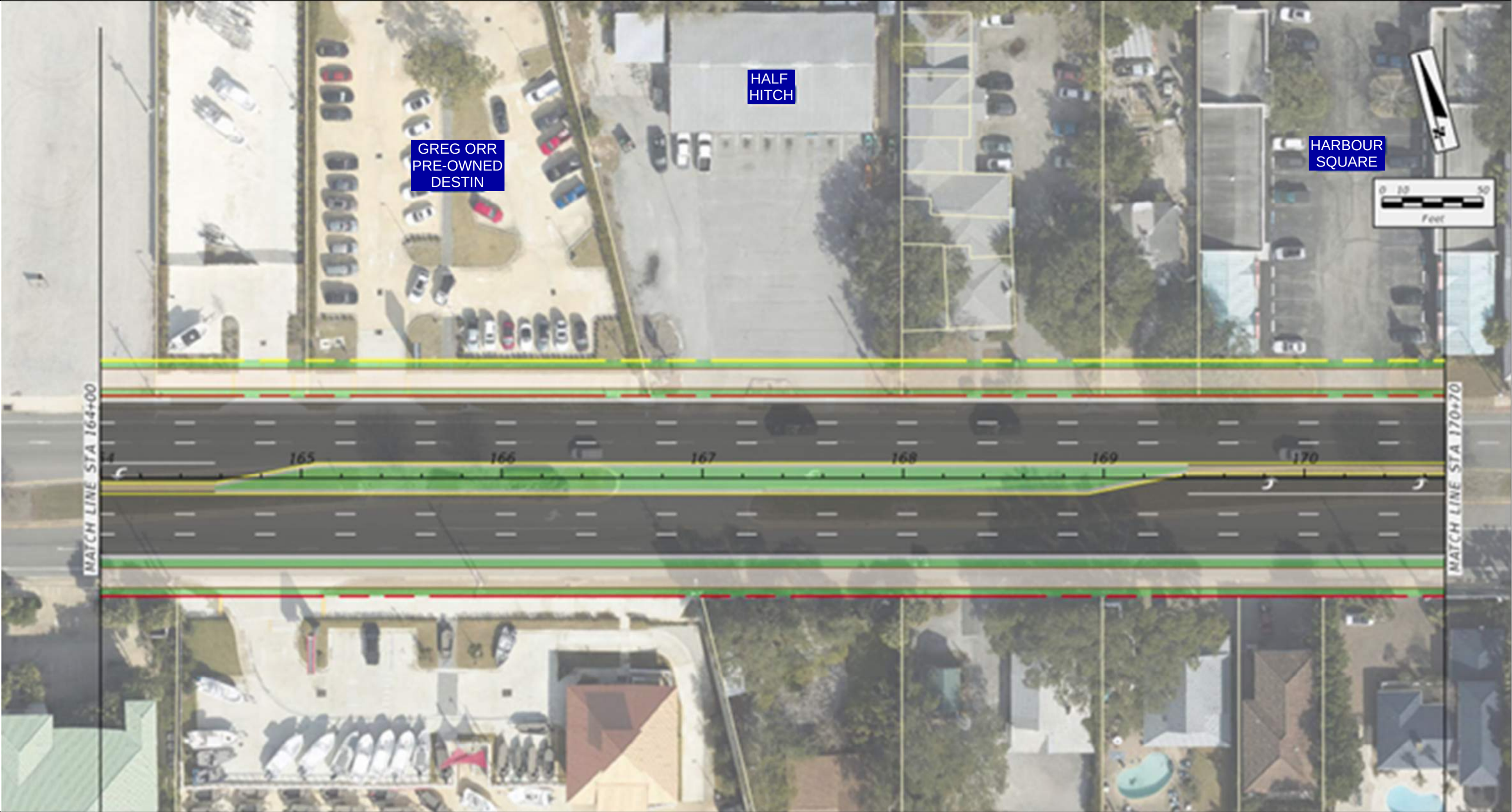
Pros & Cons of Closing Median

Pros	Promotes continuous traffic flow along East and West-bound US-98	Cons	Removes both left turn lanes to parking lot from East and West-bound US-98
			Creates right-in and right-out only driveway to the North and South

EXISTING CONDITIONS



PROPOSED MEDIAN CLOSURE



MEDIAN CLOSINGS

Destin Glass

Existing Conditions

Median Type	Full
Signal (Y/N)	N
Lanes	4
Speed Limit	35
Access Class	5
Context Class	C4

Existing Median Spacing

Distance from previous median	293'
Distance from next median	580'
Standard (F.A.C. 14-97.003)	1320'
Meets FDOT Spacing Req.	N

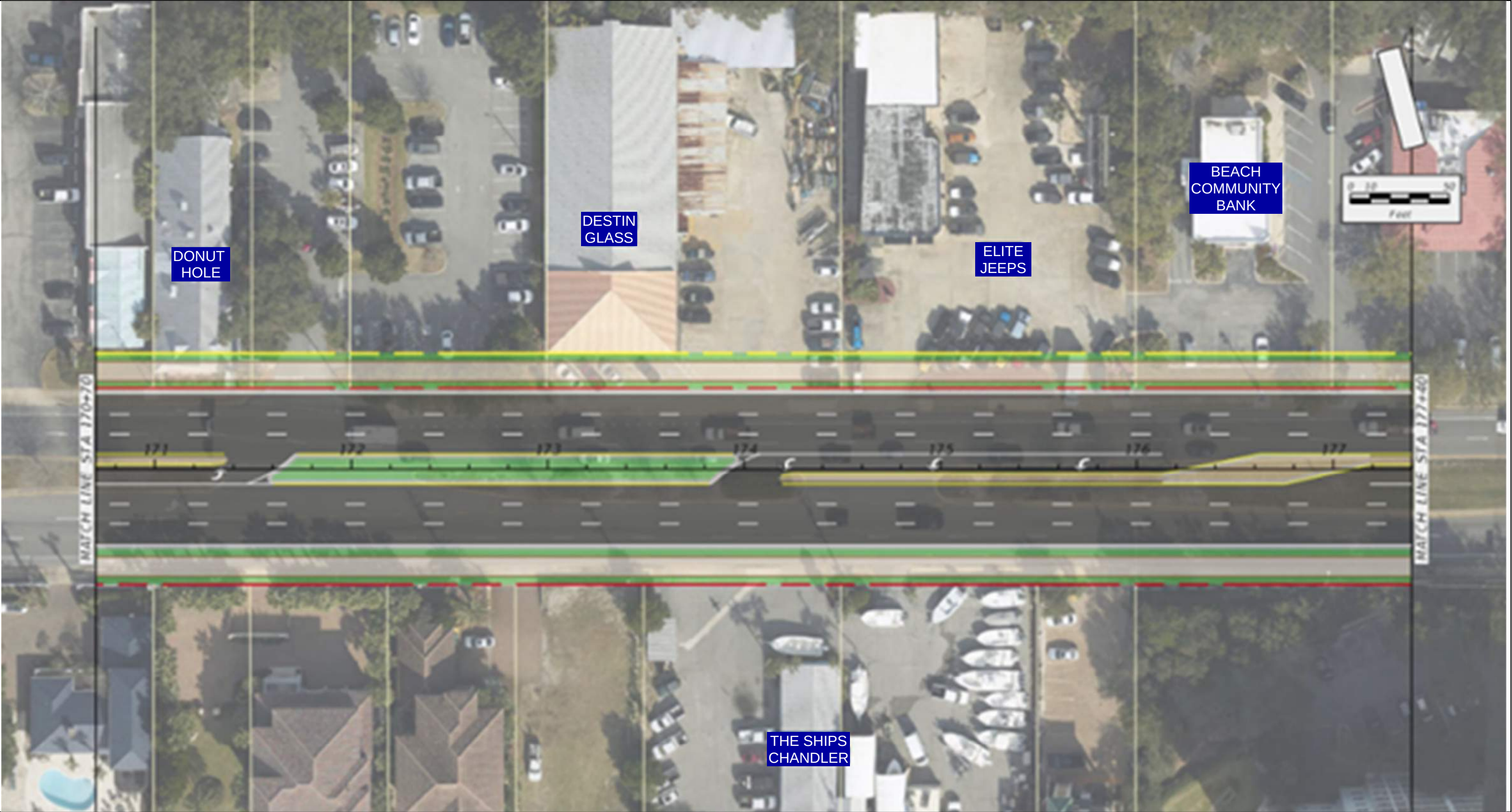
Pros & Cons of Closing Median

Pros	Promotes continuous traffic flow along East and West-bound US-98	Cons	Creates right-in and right-out only driveway to the North and South
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EXISTING CONDITIONS



PROPOSED MEDIAN CLOSURE



MEDIAN CLOSINGS

Shrimp Basket

Existing Conditions

Median Type	Directional
Signal (Y/N)	N
Lanes	4
Speed Limit	35
Access Class	5
Context Class	C4

Existing Median Spacing

Distance from previous median	508'
Distance from next median	180'
Standard (F.A.C. 14-97.003)	660'
Meets FDOT Spacing Req.	N

Pros & Cons of Closing Median

Pros	Promotes continuous traffic flow along East and West-bound US-98	Cons	Removes left turn lane to parking lot from West-bound US-98
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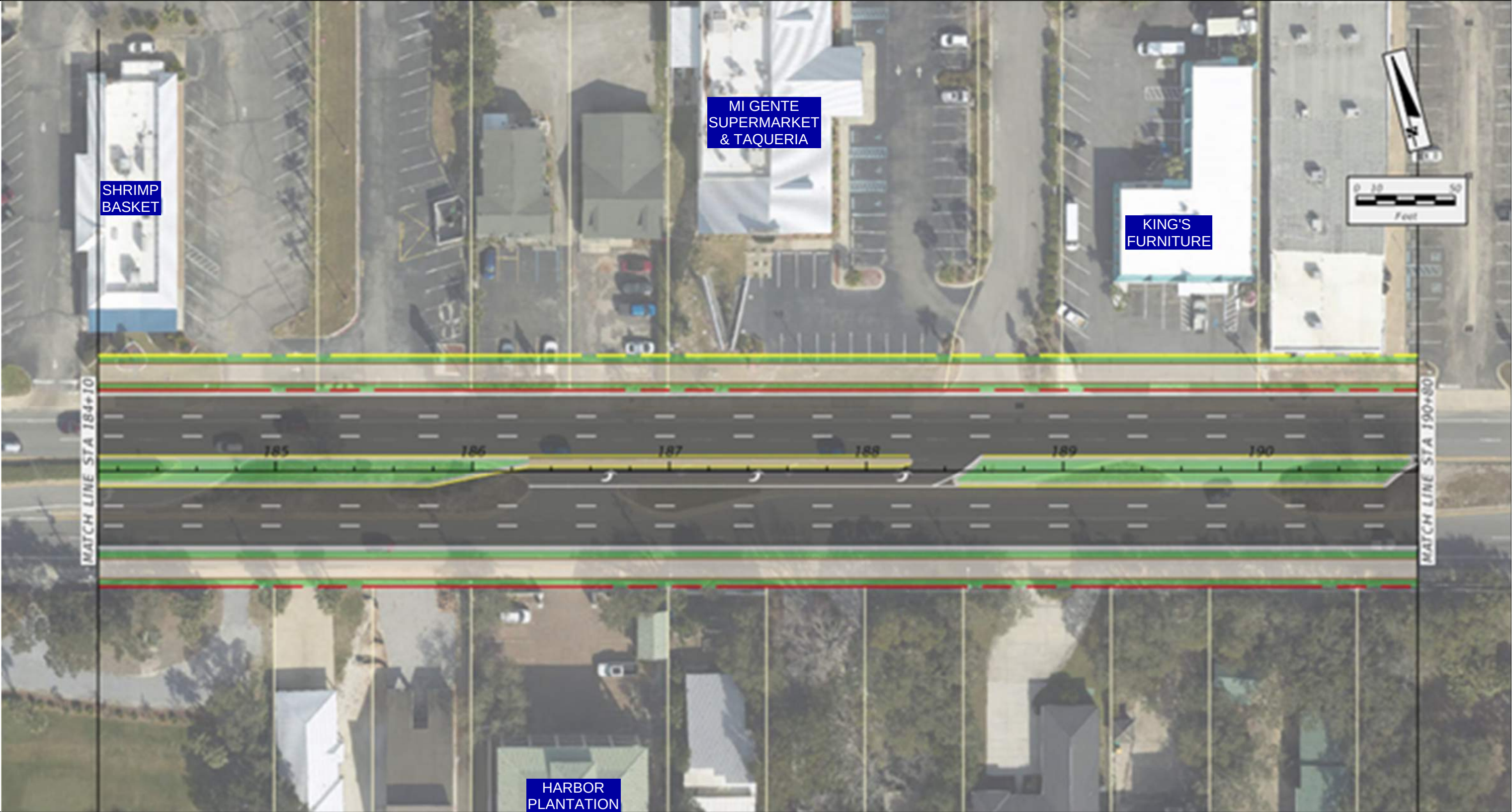
EXISTING CONDITIONS



PROPOSED MEDIAN CLOSURE



PROPOSED MEDIAN CLOSURE



MEDIAN CLOSINGS

REMAX

Existing Conditions

Median Type	Full
Signal (Y/N)	N
Lanes	4
Speed Limit	35
Access Class	5
Context Class	C4

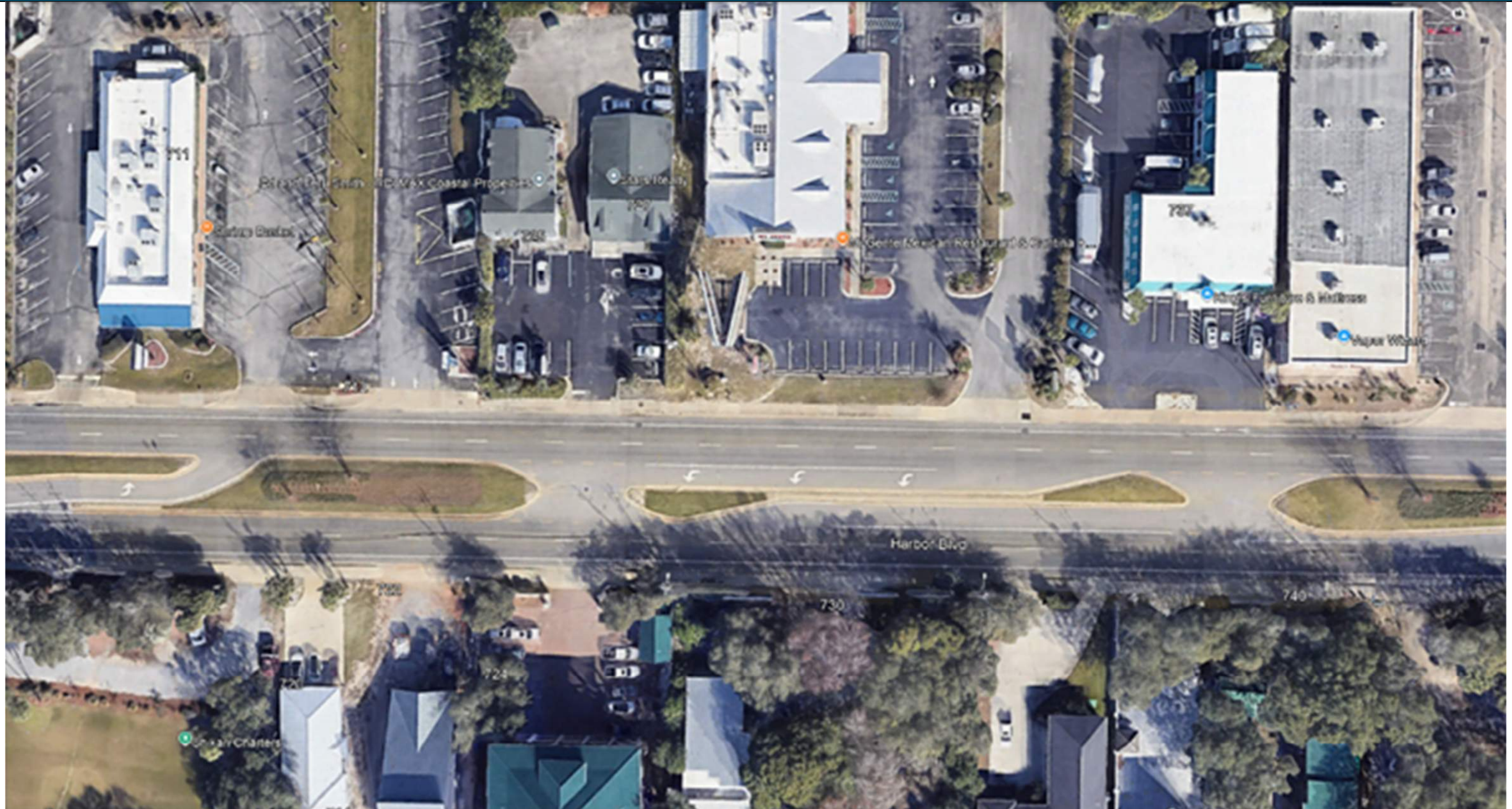
Existing Median Spacing

Distance from previous median	180'
Distance from next median	330'
Standard (F.A.C. 14-97.003)	1320'
Meets FDOT Spacing Req.	N

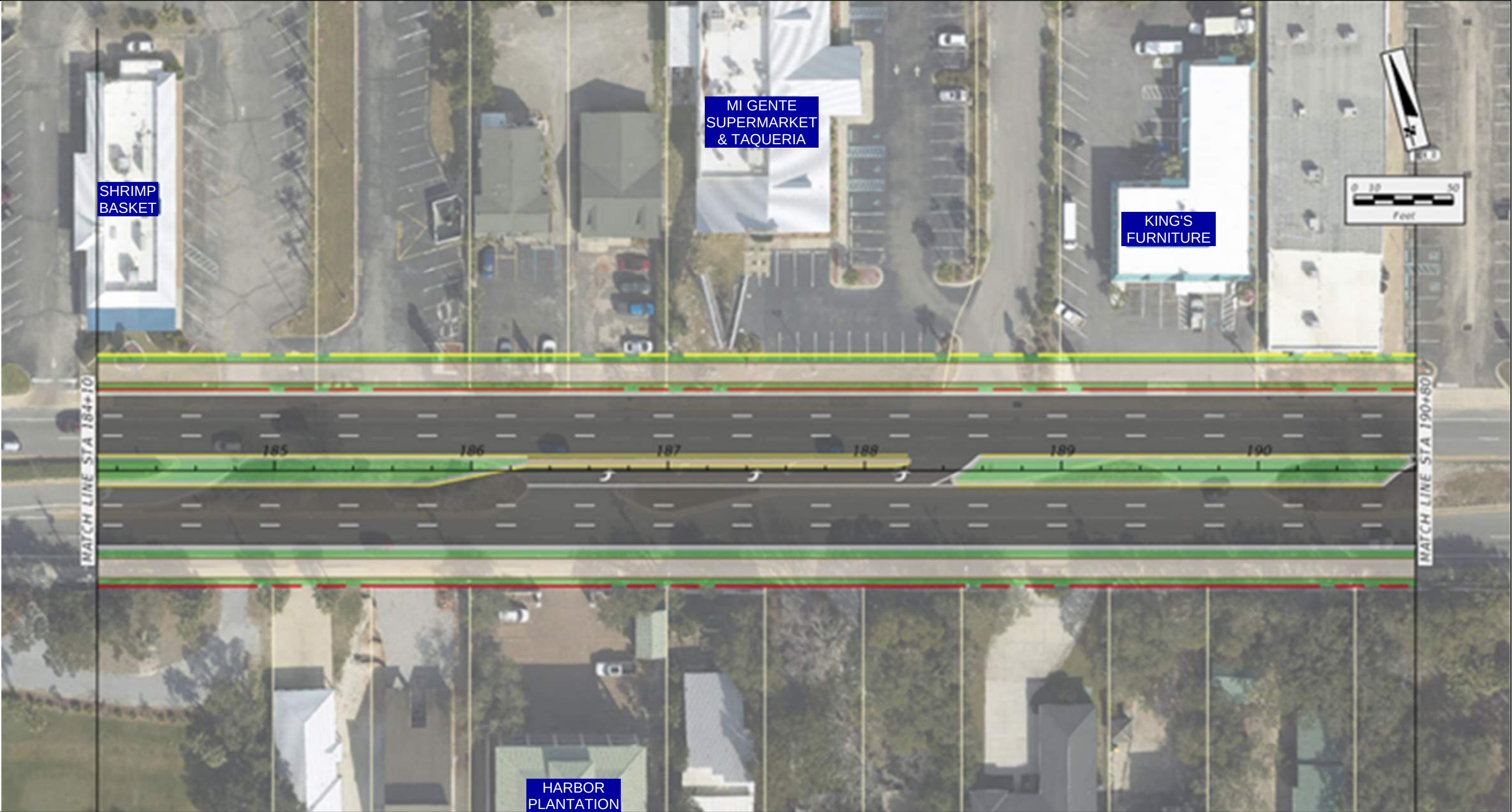
Pros & Cons of Closing Median

Pros	Promotes continuous traffic flow along East and West-bound US-98	Cons	Removes left turn lane to parking lot from West-bound US-98
			Creates right-in and right-out only driveway

EXISTING CONDITIONS



PROPOSED MEDIAN CLOSURE



MEDIAN CLOSINGS

Goodwill

Existing Conditions

Median Type	Full
Signal (Y/N)	N
Lanes	4
Speed Limit	35
Access Class	5
Context Class	C4

Existing Median Spacing

Distance from previous median	330'
Distance from next median	330'
Standard (F.A.C. 14-97.003)	1320'
Meets FDOT Spacing Req.	N

Pros & Cons of Closing Median

Pros	Promotes continuous traffic flow along East and West-bound US-98	Cons	Removes left turn lane to parking lot from East-bound US-98
			Creates right-in and right-out only driveway

EXISTING CONDITIONS



PROPOSED MEDIAN CLOSURE



MEDIAN CLOSINGS

CVS

Existing Conditions

Median Type	Directional
Signal (Y/N)	N
Lanes	4
Speed Limit	35
Access Class	5
Context Class	C4

Distance from previous median	356'
Distance from next median	200'
Standard (F.A.C. 14-97.003)	660'
Meets FDOT Spacing Req.	N

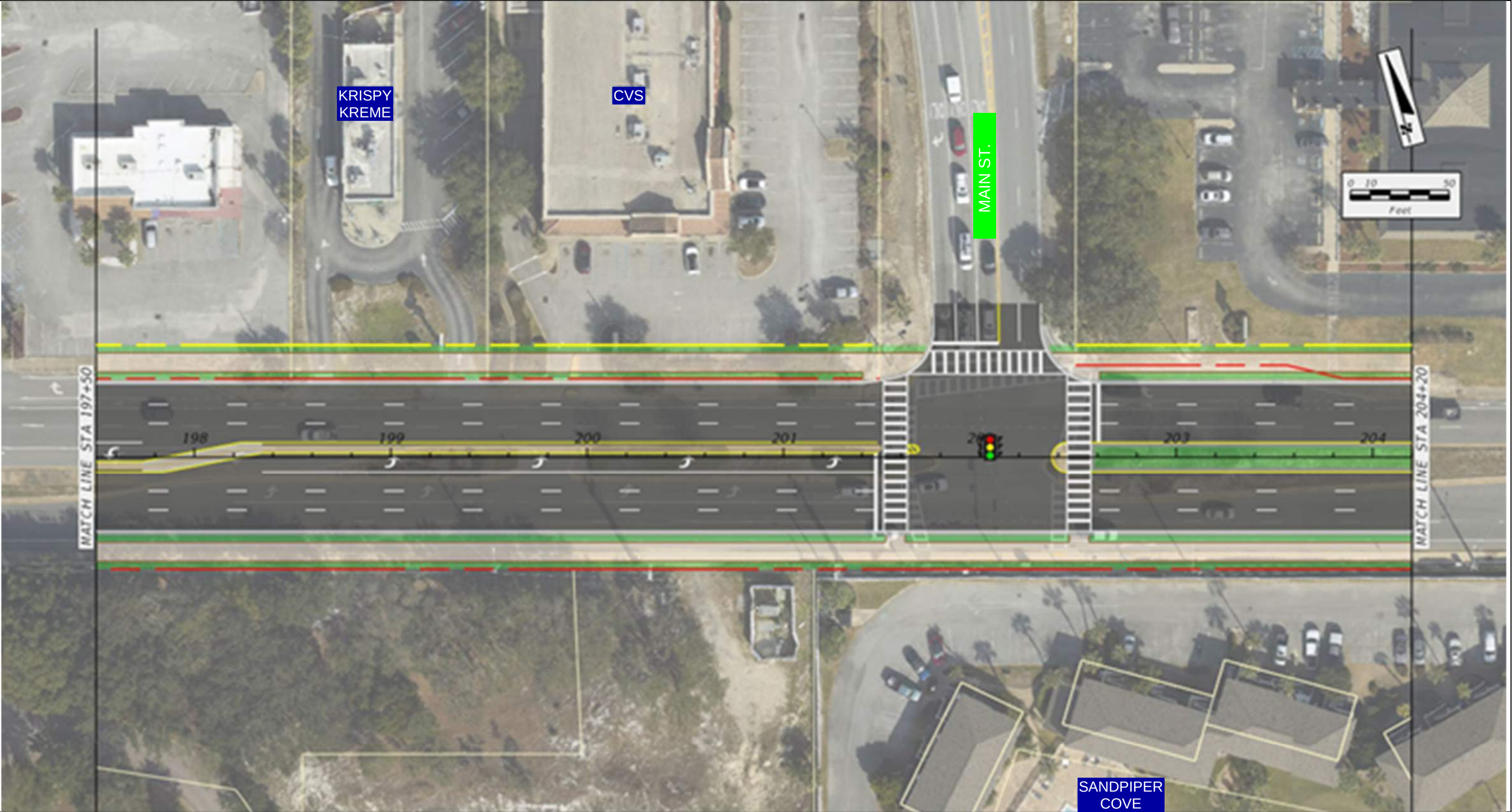
Pros & Cons of Closing Median

Pros	Promotes continuous traffic flow along East and West-bound US-98	Cons	Extends left turn lane stacking to Main St. from East-bound US-98
			Creates right-in and right-out only driveway

EXISTING CONDITIONS



PROPOSED MEDIAN CLOSURE



MEDIAN CLOSINGS

Target

Existing Conditions

Median Type	Full
Signal (Y/N)	N
Lanes	4
Speed Limit	35
Access Class	5
Context Class	C4

Distance from previous median	400'
Distance from next median	647'
Standard (F.A.C. 14-97.003)	1320'
Meets FDOT Spacing Req.	N

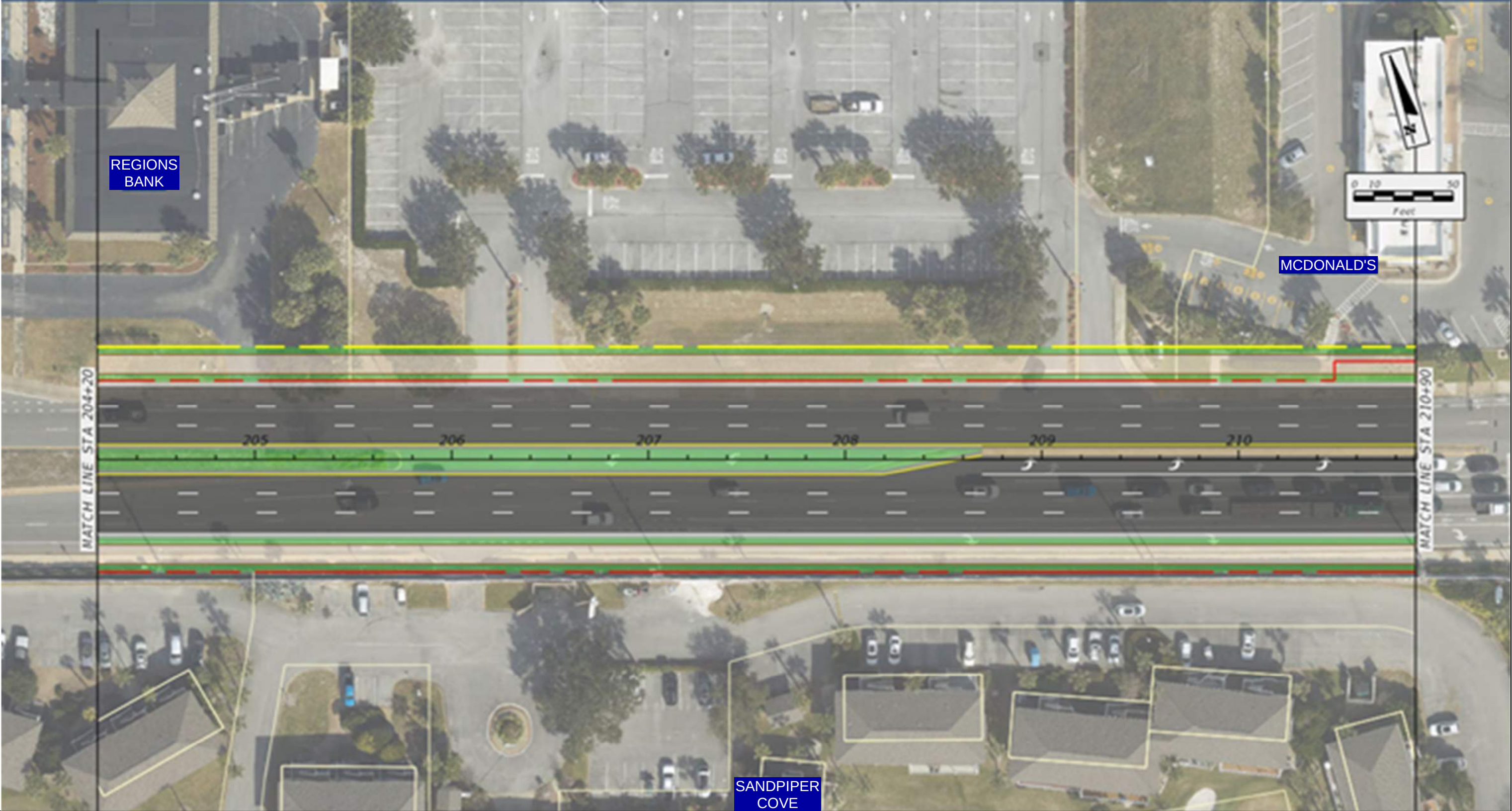
Pros & Cons of Closing Median

Pros	Promotes continuous traffic flow along East and West-bound US-98	Cons	Removes both left turn lanes to parking lot from East and West-bound US-98
			Creates right-in and right-out only driveway

EXISTING CONDITIONS



PROPOSED MEDIAN CLOSURE



MEDIAN CLOSINGS

West Marine

Existing Conditions

Median Type	Full
Signal (Y/N)	N
Lanes	4
Speed Limit	35
Access Class	5
Context Class	C4

Distance from previous median	275'
Distance from next median	315'
Standard (F.A.C. 14-97.003)	1320'
Meets FDOT Spacing Req.	N

Pros & Cons of Closing Median

Pros	Promotes continuous traffic flow along East and West-bound US-98	Cons	Extends left turn lane stacking to Gulf Shore Dr. from East-bound US-98
			Creates right-in and right-out only driveway

EXISTING CONDITIONS



PROPOSED MEDIAN CLOSURE



MEDIAN CLOSINGS

Palms Station

Existing Conditions

Median Type	Full
Signal (Y/N)	N
Lanes	4
Speed Limit	40
Access Class	5
Context Class	C4

Distance from previous median	315'
Distance from next median	400'
Standard (F.A.C. 14-97.003)	1320'
Meets FDOT Spacing Req.	N

Pros & Cons of Closing Median

Pros	Promotes continuous traffic flow along East and West-bound US-98	Cons	Removes left turn lane to parking lot from East and West-bound US-98
			Creates right-in and right-out only driveway

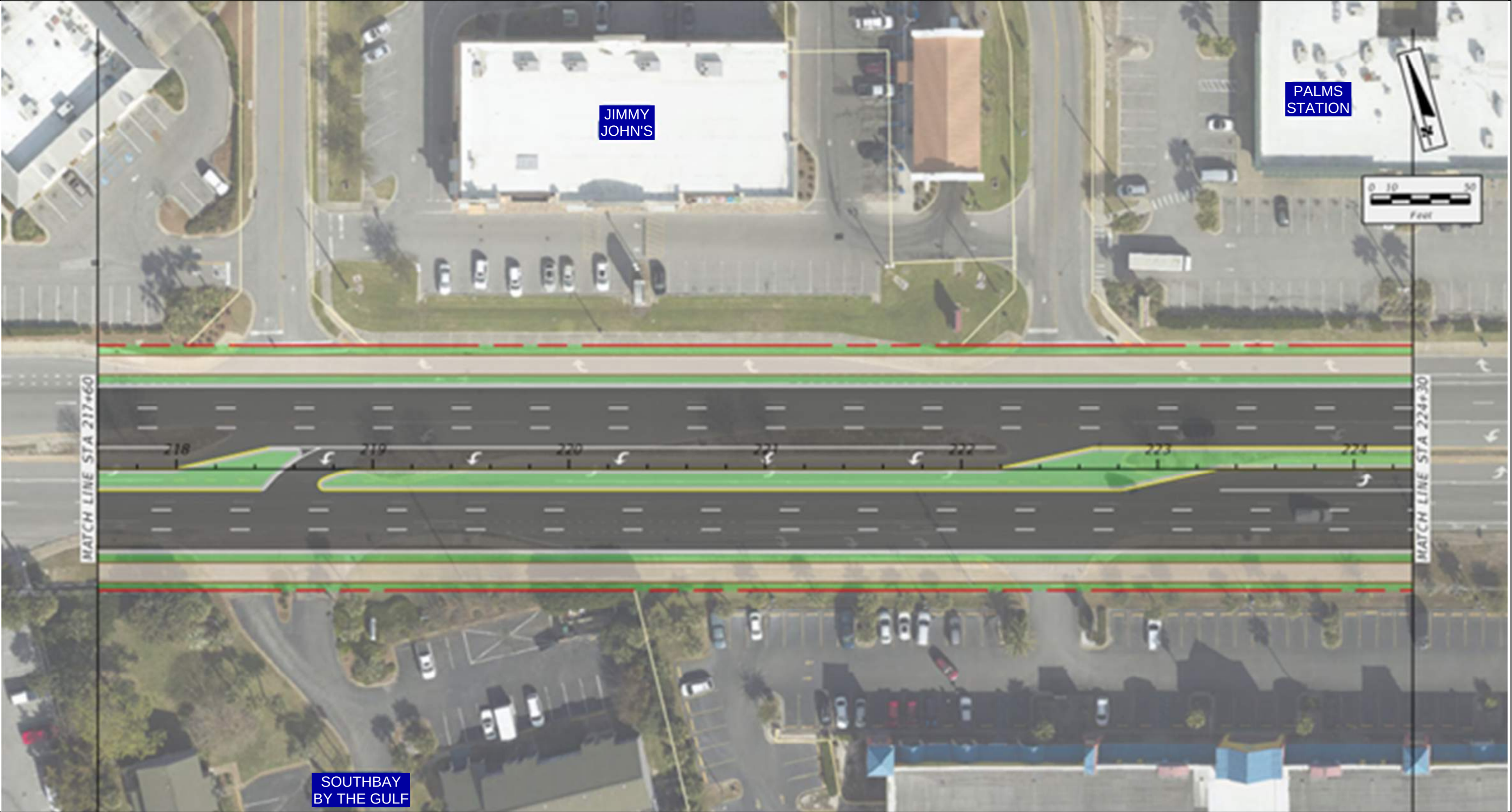
EXISTING CONDITIONS



PROPOSED MEDIAN CLOSURE



PROPOSED MEDIAN CLOSURE



MEDIAN CLOSINGS

Alvin's Island

Existing Conditions

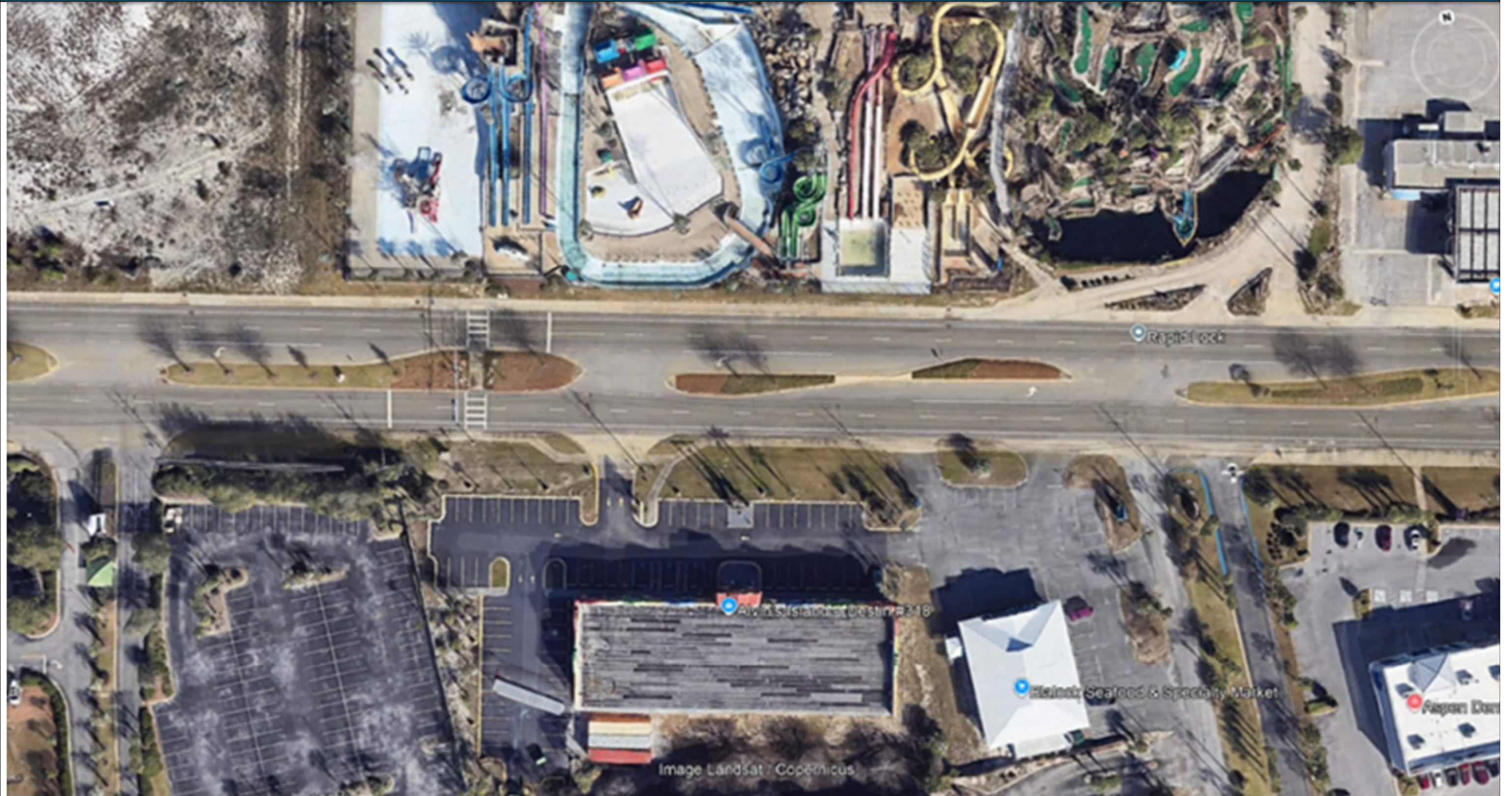
Median Type	Full
Signal (Y/N)	N
Lanes	4
Speed Limit	40
Access Class	5
Context Class	C4

Distance from previous median	340'
Distance from next median	320'
Standard (F.A.C. 14-97.003)	1320'
Meets FDOT Spacing Req.	N

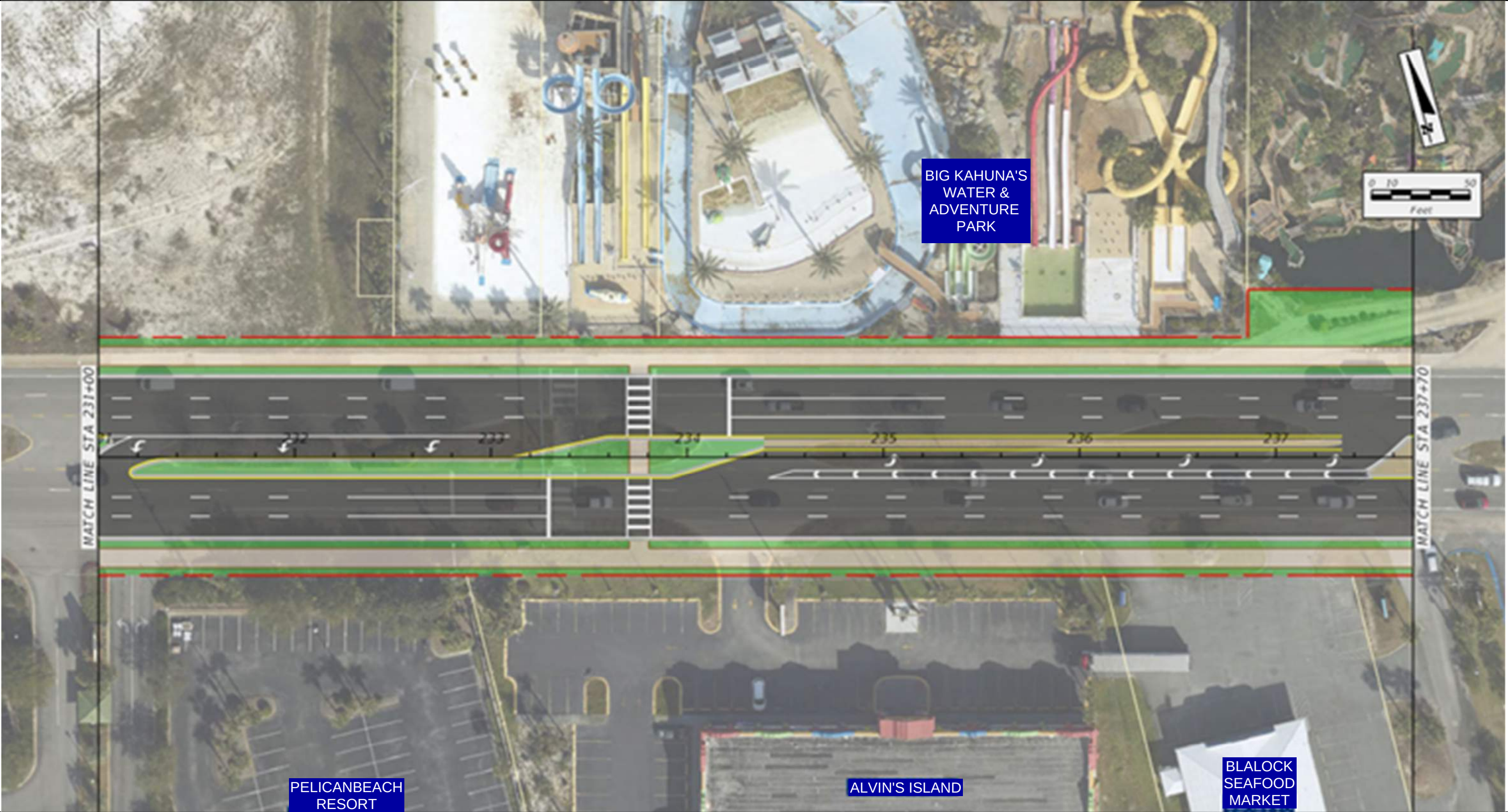
Pros & Cons of Closing Median

Pros	Promotes continuous traffic flow along East and West-bound US-98	Cons	Removes left turn lane to parking lot from West-bound US-98
			Creates right-in and right-out only driveway

EXISTING CONDITIONS



PROPOSED MEDIAN CLOSURE



MEDIAN CLOSINGS

Gulf View Plaza

Existing Conditions

Median Type	Full
Signal (Y/N)	N
Lanes	4
Speed Limit	40
Access Class	5
Context Class	C4

Distance from previous median	420'
Distance from next median	285'
Standard (F.A.C. 14-97.003)	1320'
Meets FDOT Spacing Req.	N

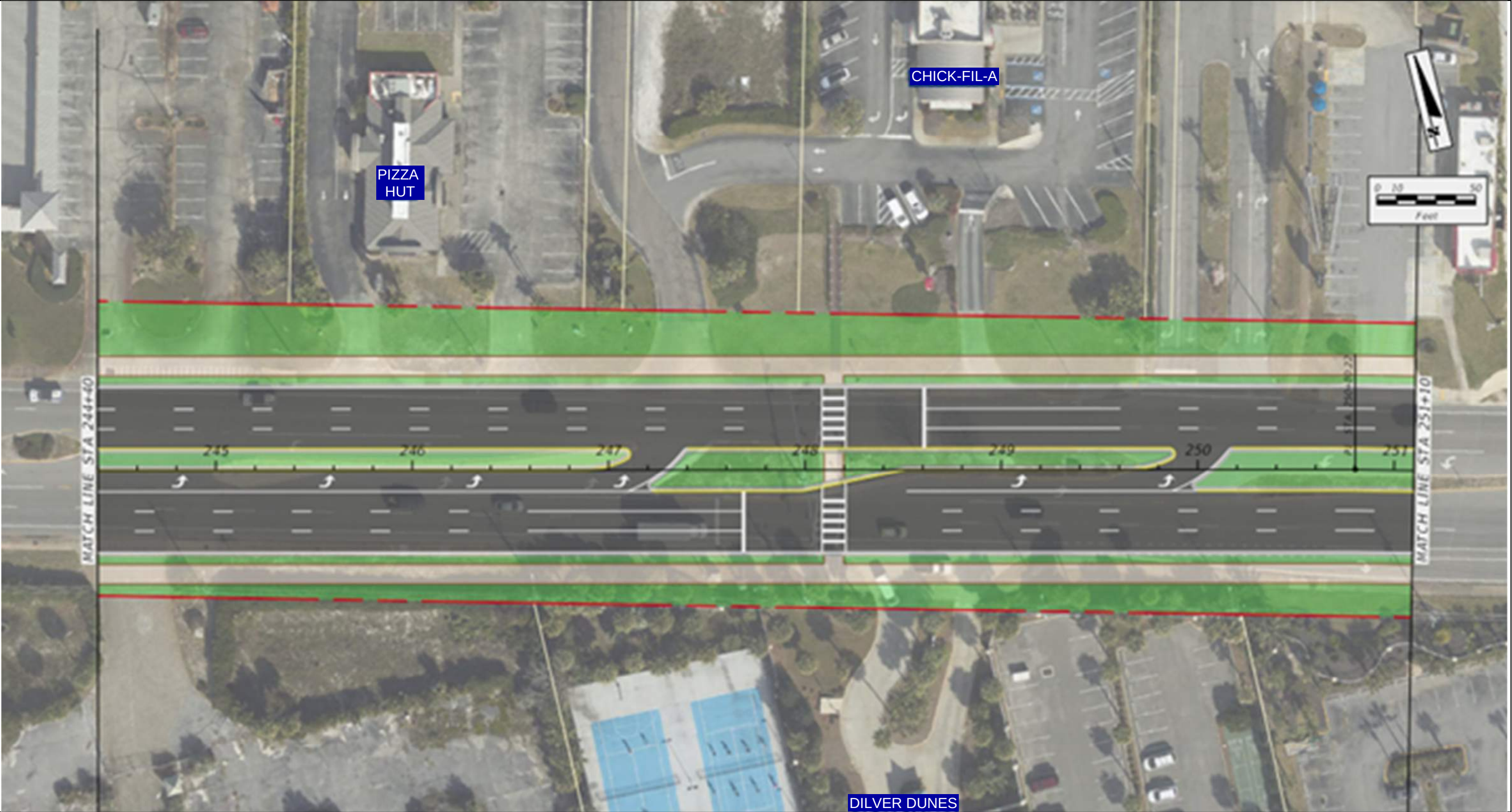
Pros & Cons of Closing Median

Pros	Promotes continuous traffic flow along East and West-bound US-98	Cons	Removes left turn lane to parking lot from East and West-bound US-98
			Creates right-in and right-out only driveway

EXISTING CONDITIONS



PROPOSED MEDIAN CLOSURE



MEDIAN CLOSINGS

Surf Style

Existing Conditions

Median Type	Full
Signal (Y/N)	N
Lanes	4
Speed Limit	40
Access Class	5
Context Class	C4

Distance from previous median	300'
Distance from next median	260'
Standard (F.A.C. 14-97.003)	1320'
Meets FDOT Spacing Req.	N

Pros & Cons of Closing Median

Pros	Promotes continuous traffic flow along East and West-bound US-98	Cons	Removes left turn lane to parking lot from West-bound US-98
			Creates right-in and right-out only driveway

EXISTING CONDITIONS



PROPOSED MEDIAN CLOSURE



MEDIAN CLOSINGS

Club Destin

Existing Conditions

Median Type	Full
Signal (Y/N)	N
Lanes	4
Speed Limit	40
Access Class	5
Context Class	C4

Distance from previous median	260'
Distance from next median	311'
Standard (F.A.C. 14-97.003)	1320'
Meets FDOT Spacing Req.	N

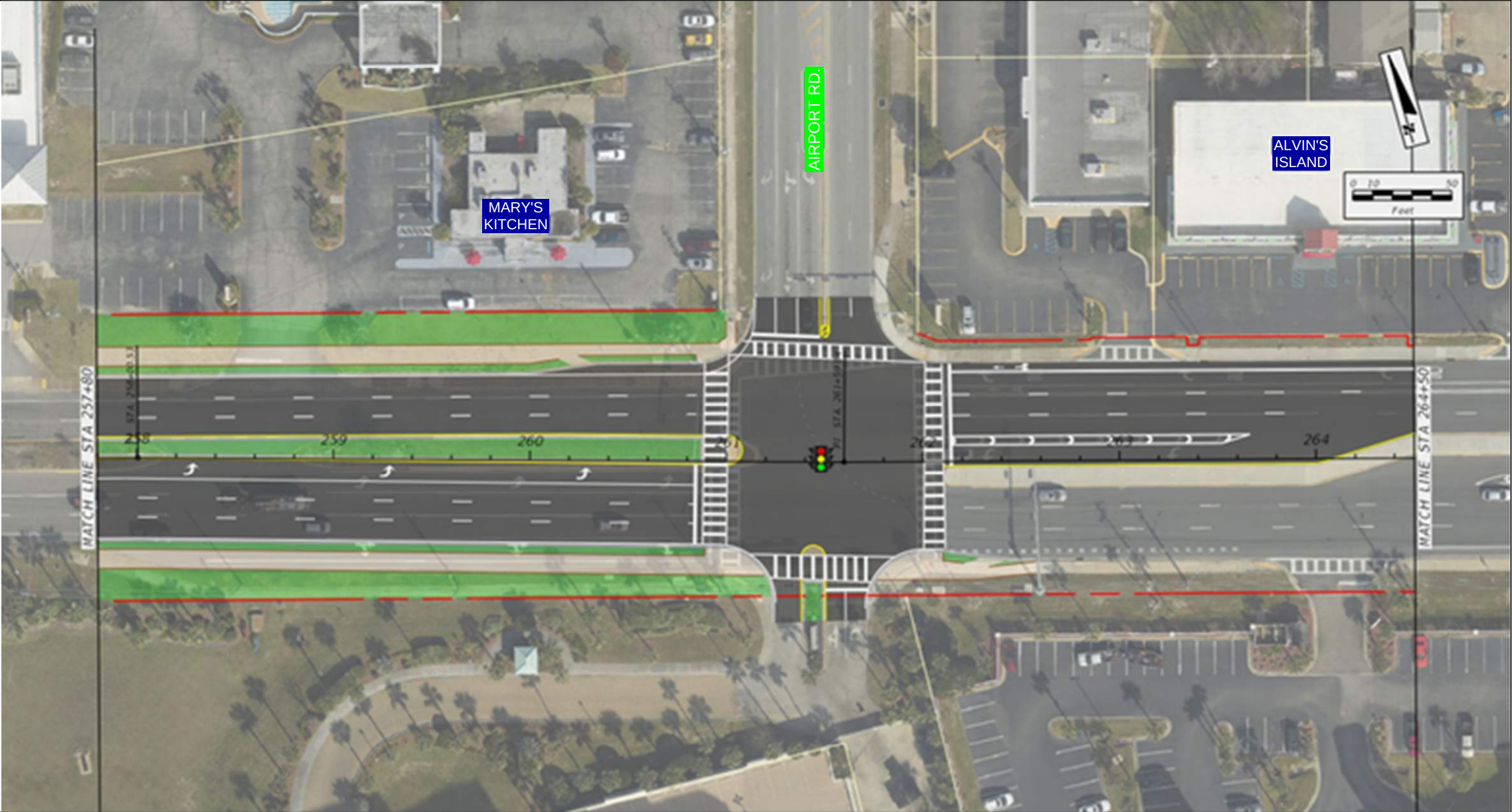
Pros & Cons of Closing Median

Pros	Promotes continuous traffic flow along East and West-bound US-98	Cons	Creates right-in and right-out only driveway to the North
	Extends left turn lane stacking to Airport		

EXISTING CONDITIONS



PROPOSED MEDIAN CLOSURE



Appendix D

Stahlman Congestion Plan

DRAFT

Intersection Improvements

Stahlman Congestion Plan

Existing Congestion Conditions

LOS F	Midday and PM
Pedestrian Crossing Activity	Peak at 2,226 over 12 hours
Bicycle Activity	47/12hrs
High Crash Area	Rear-end and angle

Proposed Improvements

Design and Construct an Additional Left Turn North from US 98 onto Stahlman

Plan for the incorporation of the Harborview Deceleration Lane from US 98

Close North/South Pedestrian Crossings at Stahlman and US 98 and north of Zerbe on Stahlman

Install Median Barriers East and West of US 98 and Stahlman

Install Pedestrian Barriers along the Intersection North Sidewalk on the East and West Side

Convert Palmetto to a 2 lane one way South

Design and Construct Roundabout at the Intersection of Stahlman/Palmetto and Azalea

Remove the Median Crossing at US 98 and Palmetto

Convert Stahlman to a Two Lane One Way North Road

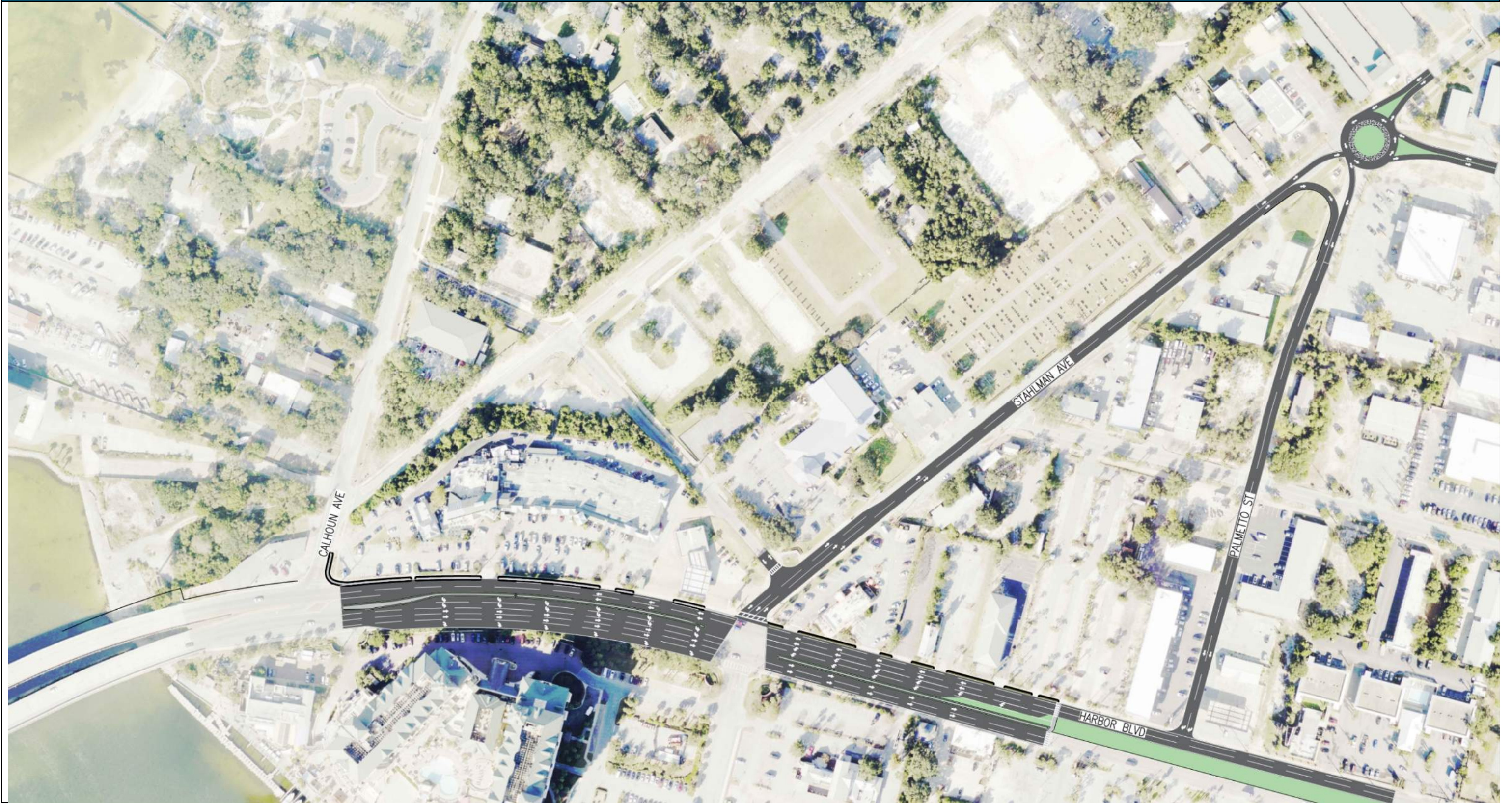
Palmetto at Stahlman will be an Unsignalized Right Out Only

Zerbe at Stahlman Will Become a Left In/out Only

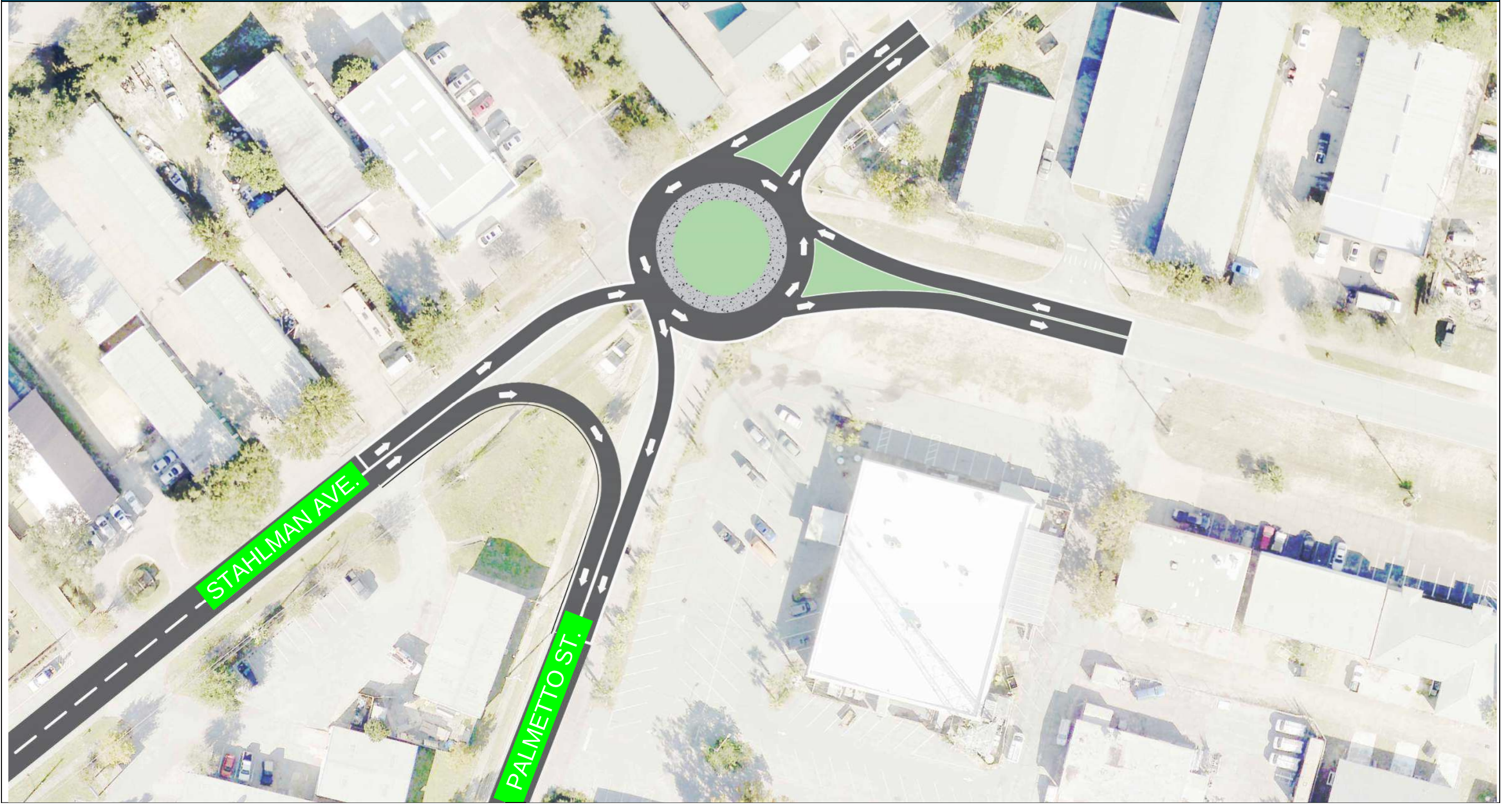
EXISTING CONDITIONS



PROPOSED IMPROVEMENTS OVERVIEW



PROPOSED IMPROVEMENTS OVERVIEW



PROPOSED IMPROVEMENTS OVERVIEW



PROPOSED IMPROVEMENTS OVERVIEW



PROPOSED IMPROVEMENTS OVERVIEW



PROPOSED IMPROVEMENTS OVERVIEW





Office of the City Manager

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-4242 | www.cityofdestin.com

NOTICE TO PROCEED

Sent Via Email

DATE: May 21, 2024
TO: Michael Langston, P.E.
FROM: Louis Zunguze, City Manager
SUBJECT: Boardwalk Under the Bridge and PD&E Study

This Task Order is for Baskerville Donovan, a City approved continuing services vendor, to provide professional services to the City in the amount of \$278,615, to combine the Pathway Project with the US98/Stahlman Intersection and PD&E study from Marler Bridge to Airport Road.

Baskerville Donovan is hereby notified to commence work set forth in the Scope of Work incorporated by reference and attached hereto as Exhibit "A". All work is to be done in accordance with the attached Scope of Work.

Please acknowledge receipt of this Notice by completing and signing the space below and returning a copy to this office. Please advise if there are any questions.

Sincerely,

Louis Zunguze, City Manager

Date

5/21/2024

Acceptance of Notice/Receipt of the above Notice to Proceed is hereby acknowledged by:

Printed Name: MICHAEL LANGSTON

this 21ST day of MAY, ~~2023~~ 2024

by: Michael Langston
(Signature)

Title: VP/ CIVIL MARKET DIRECTOR



April 10, 2024

Ryan J. Scott, PE, City Engineer
City of Destin
4100 Indian Bayou Trail
Destin, FL 32541

Re: Calhoun Ave Area Pedestrian Route Improvements Project – **Revision 3**
Destin, FL

Dear Mr. Scott:

Baskerville-Donovan, Inc. is pleased to offer this revised proposal for the referenced project that combines components from the Zerbe Street – Calhoun Avenue Harbor Boardwalk/Multimodal Improvements project and the US 98/Stahlman Ave Study.

The resulting project aims to connect pedestrian routes to the recently acquired One Harbor Parcel and design a multi-use path that provides pedestrian access to the north and south sides of US 98 under the Marler Bridge. Additionally, the project will analyze existing transportation routes along US 98 and produce a report outlining preferred short- and long-term recommendations. The transportation analysis will extend from the Stahlman Avenue intersection to Airport Road.

For this revised scope and fee proposal, we have reduced our manhour estimate for previous coordination and meetings included in Division 1, Task 2, eliminated the landscaping design budget from the fee estimate and provided credit for previous work performed under Division II. These items result in a reduction of our fees by **\$32,970**.

The following scope items are divided into Division I and II. Division I details the pedestrian underpass and connecting pedestrian routes along Calhoun and Sibert. Division II outlines the traffic analysis and report of findings covering US 98 from Stahlman Avenue to Airport Road.

Division I Tasks

Task 1 - Update Topographic Survey

An update to the survey will be conducted to establish baseline controls and topography within the One Harbor Parcel, the right of way limits along Calhoun Ave, and the Harborview dock area where the pedestrian path will ultimately connect. The survey will include the extents of concrete and riprap adjacent to the bulkhead and trees located along the proposed route within the parcel. Vertical and horizontal controls will be established at the site for construction operations. The vertical controls will be referenced to NAVD 88 datum and horizontal controls will be referenced to State Plane Coordinates (NAD 83).

Task 2 - Pre-Design and Background

Task 2 includes various critical pre-design studies and information gathering beginning with initial meetings with city staff to develop an overall vision, discussions on concrete removal, and coordination among stakeholders for repair and connection to private property. This phase also includes determining the extents of lighting and security parameters desired by the city. Subsequently, this task will engage with the Florida Department of Transportation (FDOT) with a focus on under-bridge connections, modification of the drainage structure, and to gain information on the Marler Bridge replacement timeline. A geotechnical subsurface investigation and Cultural Resources Assessment Survey will be completed under this task.

Task 3 - Conceptual Design (30% Plans)

Task 3 involves several key elements to advance the project. This phase includes establishing protection measures for existing trees, bridge piles, and accessing the adjacent roads and sidewalks to determine the safest and most usable routes for pedestrians. These routes are anticipated to include Leonard Destin Park south to US 98, and Sibert Street south to Calhoun starting just north of the existing public parking area. The process further entails the establishment of horizontal alignment, the development of ADA compliance overviews and ramping where necessary, and the creation of conceptual designs for subsequent review by staff and council.

Task 4 - Design Development (60% Plans)

Task 4 involves critical steps to advance the project. Initial priorities include incorporating feedback received during the prior review process and establishing vertical alignment, development of a table of contents for specifications, coordination with the electrical and structural engineer, and design of path sections with consideration for grading, drainage, landscaping, site lighting, and security. Pre-application meetings with FDEP/ACOE/FWC/City of Destin will be scheduled and attended to determine any design constraints and anticipated permit conditions. Additionally, the task includes planning for a removable boardwalk involving further coordination with FDOT maintenance staff. The reconstruction plan for the wood-framed boardwalk at Harborview is also developed in this phase. The final components encompass the layout and design of connecting pedestrian routes, landscape considerations, and the development of a preliminary wayfinding plan.

Task 5 - Construction Documents (90% Plans)

Task 5 involves incorporation of review comments from the 60% submittal, preparation of 90% construction plans, and preparation/submittal of permit applications for FDEP/ACOE/FWC/City of Destin, followed by submission and responsive communication with permit stakeholders to secure the necessary approvals. The final design for path sections will be established along with considerations for sidewalks, wayfinding, site lighting, and security. The final stages involve completion of the wayfinding, landscaping, site lighting, and security plans, and a project update to council, if requested.

Task 6 - Construction Documents (100% Plans)

Task 6 will incorporate both review comments from the 90% submittal as well as any comments that arise out of the permitting process, and preparation of final civil, structural, electrical, and specifications. A final QA/QC review will be performed before submittal to city staff.



Task 7 - Bidding Services

Bidding services will include preparation of contractor bidding forms, attendance of the pre-bid conference, response to contractor RFIs and a final review of contractor bids for accuracy.

Task 8 - Construction Services

Task 8 includes attendance of the pre-construction conference, review of contractor submitted shop drawings, responds to contractor RAIs, review of contractor pay requests, inspection services as requested or needed for permit certifications, attendance of periodic contractor coordination meetings, and engineer of record preparation and submittal of permit close out documents.

Division II Tasks

Task 1 – Summarize Previous Concepts

Task 1 involves compiling the data collection efforts from the previous contract into a report of findings. Recommendations and analysis from meetings, reports, and studies will be summarized into a report of findings and submitted to city staff for review and discussion. Additionally, under this task meetings with City Council on Intelligent Transportation Systems (ITS) will be conducted.

Task 2 – Evaluate US 98 Transportation Alternates

Task 2 will evaluate transportation alternatives along US 98 from Stahlman Avenue to Airport Road. The analysis will focus on impacts from the Cross-Town Connector, internal and field review of adjacent routes, evaluation of driveways, left turns, signals, and congestion points. Evaluation of conflicts with one way traffic, assessment of traffic counts on one-way streets, constraints and advantages will be developed and further coordination with FDOT will be conducted.

Task 3 – Present Draft Report

Task 3 will develop the data and analysis from tasks 1 & 2 into a draft report including computations, concepts, and photos. The draft report will include an executive summary and will be divided into short- and long-term plans to be implemented. The report will then be submitted to city staff for review and comment.

Task 4 – Final Report submittal

Task 4 will incorporate the staff comments into the draft report and the final report will be completed and submitted. Additionally, under this task a presentation to the city council will be conducted.

We offer to perform this work based on the following task, fee, and deliverable schedule:

Task	Fee	Anticipated Schedule
Division I		
Task 1 – Update Topographic Survey	\$ 15,110 (LS)	60 days from NTP
Task 2 – Pre-Design and Background	\$ 9,775 (LS)	60 days from NTP
Task 3 – Conceptual Design (30% Plans)	\$ 16,840 (LS)	45 days from Task 2
Task 4 – Design Development (60% Plans)	\$ 55,960 (LS)	60 days from Task 3
Task 5 – Construction Documents (90% Plans)	\$ 35,120 (LS)	60 days from Task 4
Task 6 – Construction Documents (100% Plans)	\$ 15,840 (LS)	45 days from Task 5

Task 7 – Bidding Services Budget	\$ 7,040 (Cost)	As requested
Task 8 – Construction Services Budget	\$ 38,900 (Cost)	As Requested
CRAS Budget	\$ 10,250 (T&M +10%)	60 days from Task 2
Lighting/Security Design Budget	\$ 11,250 (T&M +10%)	Concurrent w/Tasks 1-6

Division II

Task 1 – Summarize Previous Concepts	\$ 13,440 (LS)	60 Days from NTP
Task 2 – Evaluate US 98 Transportation Alternates	\$ 17,860 (LS)	45 Days from Task 1
Task 3 – Present Draft Report	\$ 18,390 (LS)	45 Days from Task 2
Task 4 – Final Report submittal	\$ 12,840 (LS)	30 Days from Task 3

Construction services are offered on an hourly basis with an estimated budget that includes the necessary items to achieve acceptance of work and prepare permit certifications.

The following items are not included in our scope of work:

- Permit Fees and Impact Fees
- Phase 1 and 2 Environmental Assessment (EA)
- Mitigation Plans
- Detailed Traffic Studies
- Coastal Flushing Analysis
- Landscape and Irrigation Design

Other items may not be included if not specifically stated above.

Thank you for considering Baskerville-Donovan. We look forward to your review of our proposal.

Sincerely,

BASKERVILLE-DONOVAN, INC.



Michael D Langston, PE
Civil Market Director / VP

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2024

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Krystal Strickland, Finance Director

DATE: October 15, 2024

SUBJECT: TDC Monthly Report - **Informational Only**

I. BACKGROUND: In August 2023, Council requested a monthly update of collections of the Tourist Development Tax.

Short-Term rental owners submit monthly reports and remit payment of TDT to the Okaloosa County Clerk.

<https://www.okaloosaclerk.com/tourist-development-tax/>

— HOW OFTEN ARE THESE TAXES REMITTED?

Tax return and payment are remitted monthly. A tax return is due even when no rental activity has occurred during the reporting period. The tax return and payment are due the first day of the month following collection from tenants. A tax return is considered delinquent if not postmarked by the 20th of the month following the close of the reporting period. For the January reporting period is from January 1 through January 31, the tax return and full payment must be received no later than the February 20th. There is an exception allowable for quarterly filing where payment history is less than 10% less of tax paid annually.

Attached is the latest available report.

Report Location:

<https://www.okaloosaclerk.com/tourist-development-tax/>

At bottom of the Okaloosa Clerk's page see link:

Click here to get the monthly [Tourist Tax Collection Report](#).

II. DISCUSSION: This report created by Okaloosa County is informational only.

Fiscal year to date collections (October 2023-September 2024) are 0.68% higher than the previous year.

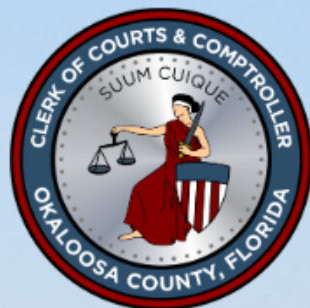
- A. Link to Strategic Goals / Objectives:
- B. Effect on Budget (EOB):
- C. Level of Service (LOS):
- D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION: Informational only.

Attachments:

1. TDC Collection Reports
10. 2024



Okaloosa County Tourist Development Tax *by Collection Period*

Total Collections

**1% increase as of Feb 23 Collections (Jan 23 Reporting Period)*

Month	FY23	FY24	% (+/-)
October	3,589,406.50	3,276,277.33	-8.72%
November	2,621,154.46	2,981,714.82	13.76%
December	1,089,937.11	1,295,378.95	18.85%
January	931,847.14	965,864.62	3.65%
February	999,193.36	992,358.91	-0.68%
March	1,314,722.67	1,383,812.10	5.26%
April	3,182,995.16	3,537,060.80	11.12%
May	3,945,677.01	3,277,373.73	-16.94%
June	4,371,375.99	4,664,414.06	6.70%
July	7,444,227.38	8,085,782.32	8.62%
August	9,061,643.07	8,258,198.74	-8.87%
September	4,232,351.93	4,356,757.53	2.94%
Total	42,784,531.78	43,074,993.91	

Current District Collections (6%)

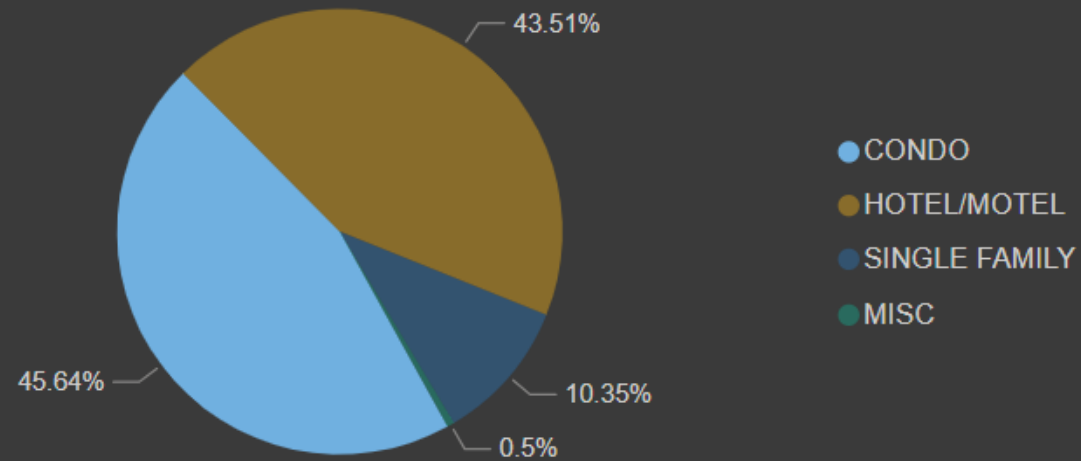
Month	FY19	FY20	FY21	FY22	FY23	FY24	% (+/-)
October	1,593,007.19	1,884,690.82	2,221,230.43	2,913,700.21	3,457,361.72	3,104,434.54	-10.21%
November	1,309,682.33	1,209,246.44	2,027,742.10	2,177,346.70	2,490,555.01	2,817,644.95	13.13%
December	828,040.56	608,271.78	826,108.63	1,074,763.79	991,384.32	1,123,537.23	13.33%
January	541,907.43	552,130.36	674,430.00	1,064,654.14	825,186.78	848,975.18	2.88%
February	591,499.87	698,331.50	810,277.30	556,796.53	887,575.40	865,902.01	-2.44%
March	929,605.46	959,719.31	1,030,939.09	1,039,092.04	1,170,079.04	1,239,716.77	5.95%
April	1,638,833.47	768,179.65	2,533,631.54	2,526,284.64	2,969,367.89	3,334,225.23	12.29%
May	1,634,939.01	232,848.94	3,027,344.52	3,245,110.93	3,734,841.53	3,040,430.64	-18.59%
June	2,775,474.02	1,490,641.58	3,836,461.91	3,712,196.33	4,144,035.69	4,402,002.89	6.23%
July	5,378,932.05	3,619,497.04	5,311,973.12	6,049,957.98	7,141,099.78	7,753,471.53	8.58%
August	3,676,259.33	4,019,404.74	5,971,521.24	7,513,491.71	8,732,720.80	7,886,473.71	-9.69%
September	2,237,069.94	2,639,207.26	4,063,463.37	3,796,845.88	4,035,845.16	4,137,162.14	2.51%
Total	23,135,250.66	18,682,169.42	32,335,123.25	35,670,240.88	40,580,053.12	40,553,976.82	

Expanded District Collections (5%)

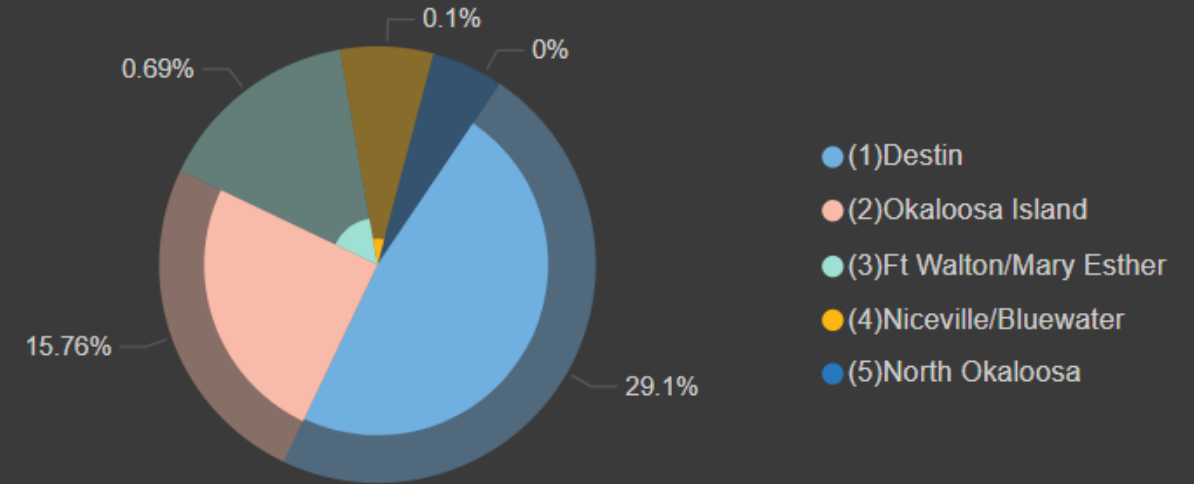
Month	FY22	FY23	FY24
October	0.00	132,044.78	171,842.79
November	0.00	130,599.45	164,069.87
December	0.00	98,552.79	171,841.72
January	0.00	106,660.36	116,889.44
February	0.00	111,617.96	126,456.90
March	0.00	144,643.63	144,095.33
April	165,941.54	213,627.27	202,835.57
May	163,604.36	210,835.48	236,943.09
June	187,239.51	227,340.30	262,411.17
July	247,245.40	303,127.60	332,310.79
August	280,103.11	328,922.27	371,725.03
September	161,001.85	196,506.77	219,595.39
Total	1,205,135.77	2,204,478.66	2,521,017.09

Reporting Period is always the month before the Collection Period

Rental Type

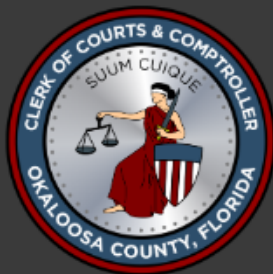


Area



Rental Type	Current District	Expanded District	Total
CONDO	7,468	19	7,487
Total	7,468	19	7,487

District	Current District	Expanded District	Total
(1)Destin	4,773		4,773
(2)Okaloosa Island	2,585		2,585
(3)Ft Walton/Mary Esther	110	3	113
(4)Niceville/Bluewater		16	16
Total	7,468	19	7,487



Number of Units Reporting





Collection Period FY2024

Gross Receipts & Tax Due by Rental Type

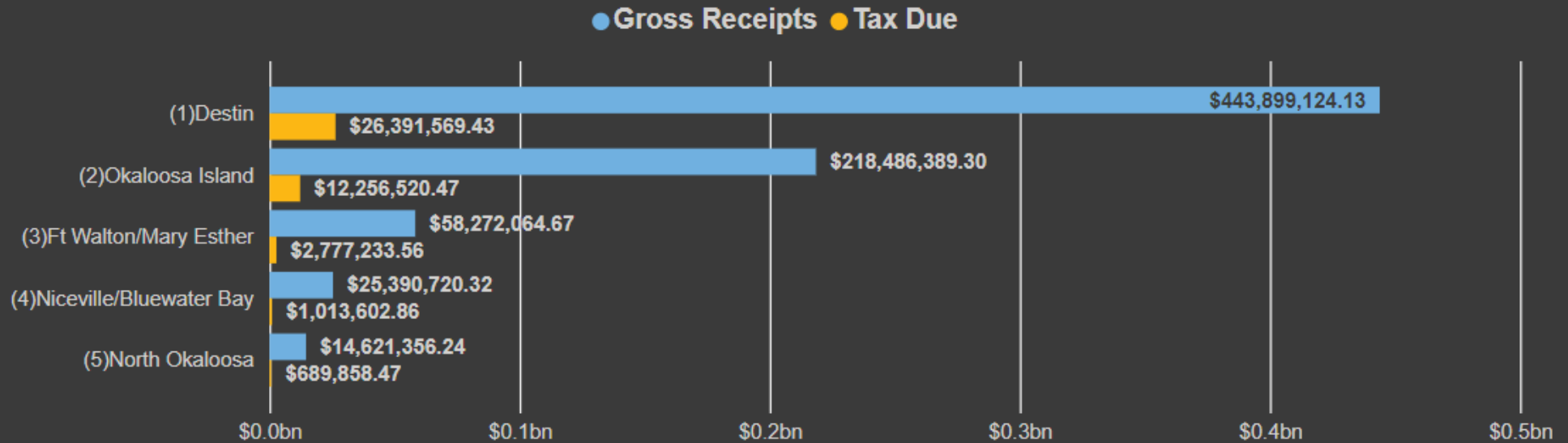


Gross Receipts

Rental Type	October	November	December	January	February	March	April	May	June	July	August	September	Total
CONDO	\$30.33M	\$27.53M	\$7.93M	\$5.57M	\$8.04M	\$11.45M	\$31.02M	\$26.19M	\$40.71M	\$74.86M	\$75.88M	\$38.16M	\$377.66M
HOTEL/MOTEL	\$17.95M	\$16.27M	\$9.77M	\$7.67M	\$7.67M	\$10.94M	\$18.88M	\$22.70M	\$26.68M	\$34.70M	\$36.58M	\$21.89M	\$231.70M
SINGLE FAMILY	\$9.49M	\$8.26M	\$4.84M	\$4.09M	\$2.28M	\$3.10M	\$12.36M	\$9.76M	\$14.30M	\$29.64M	\$29.47M	\$15.00M	\$142.57M
MISC	\$0.55M	\$0.45M	\$1.16M	\$0.28M	\$0.33M	\$0.33M	\$0.75M	\$0.75M	\$0.75M	\$1.44M	\$1.28M	\$0.65M	\$8.74M
Total	\$58.32M	\$52.51M	\$23.70M	\$17.61M	\$18.32M	\$25.82M	\$63.01M	\$59.40M	\$82.44M	\$140.63M	\$143.21M	\$75.70M	\$760.67M

Tax Due

Rental Type	October	November	December	January	February	March	April	May	June	July	August	September	Total
CONDO	\$1.80M	\$1.64M	\$0.47M	\$0.33M	\$0.48M	\$0.68M	\$1.84M	\$1.56M	\$2.43M	\$4.43M	\$4.54M	\$2.28M	\$22.48M
HOTEL/MOTEL	\$0.90M	\$0.83M	\$0.48M	\$0.38M	\$0.36M	\$0.53M	\$0.93M	\$1.11M	\$1.38M	\$1.82M	\$1.90M	\$1.15M	\$11.77M
SINGLE FAMILY	\$0.55M	\$0.48M	\$0.28M	\$0.24M	\$0.13M	\$0.18M	\$0.72M	\$0.57M	\$0.84M	\$1.76M	\$1.75M	\$0.89M	\$8.40M
MISC	\$0.03M	\$0.03M	\$0.06M	\$0.01M	\$0.02M	\$0.02M	\$0.04M	\$0.04M	\$0.04M	\$0.08M	\$0.07M	\$0.04M	\$0.47M
Total	\$3.28M	\$2.99M	\$1.29M	\$0.97M	\$0.99M	\$1.41M	\$3.54M	\$3.28M	\$4.69M	\$8.09M	\$8.26M	\$4.35M	\$43.13M





Collection Period FY2024

Gross Receipts & Tax Due by District

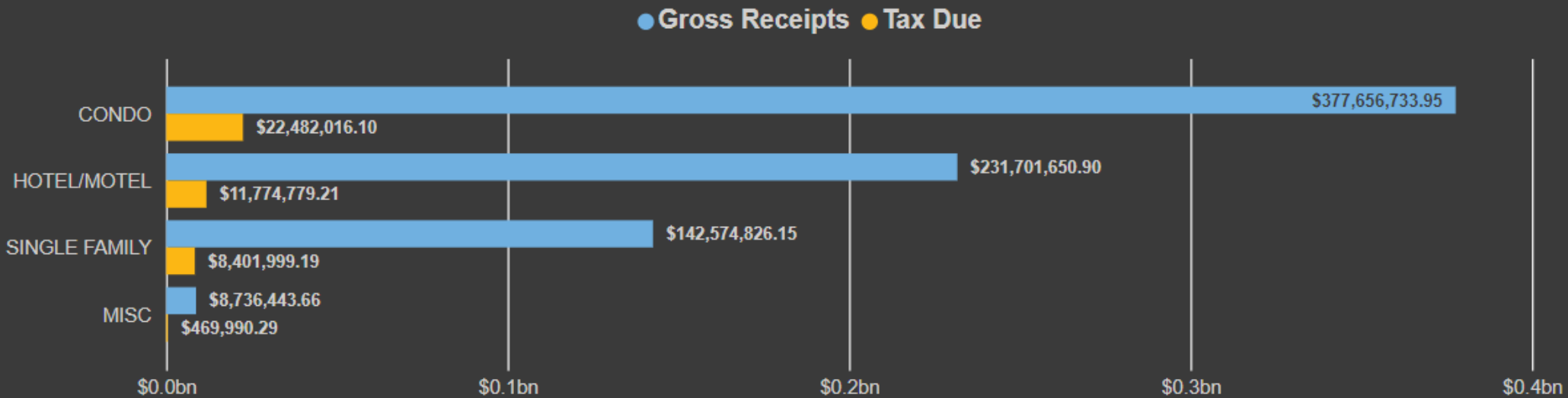


Gross Receipts

District	October	November	December	January	February	March	April	May	June	July	August	September	Total
(1)Destin	\$32.45M	\$29.11M	\$12.30M	\$9.51M	\$9.13M	\$13.33M	\$37.54M	\$31.99M	\$48.47M	\$86.35M	\$87.62M	\$46.09M	\$443.90M
(2)Okaloosa Island	\$18.77M	\$16.87M	\$5.80M	\$4.01M	\$4.70M	\$7.17M	\$16.90M	\$18.25M	\$23.51M	\$40.43M	\$40.69M	\$21.38M	\$218.49M
(3)Ft Walton/Mary Esther	\$4.28M	\$4.01M	\$3.44M	\$2.12M	\$2.25M	\$2.79M	\$4.83M	\$5.44M	\$6.22M	\$8.68M	\$9.34M	\$4.87M	\$58.27M
(4)Niceville/Bluewater Bay	\$1.71M	\$1.58M	\$1.22M	\$1.12M	\$1.28M	\$1.58M	\$2.40M	\$2.41M	\$2.76M	\$3.47M	\$3.68M	\$2.17M	\$25.39M
(5)North Okaloosa	\$1.11M	\$0.96M	\$0.94M	\$0.86M	\$0.95M	\$0.94M	\$1.33M	\$1.30M	\$1.48M	\$1.69M	\$1.88M	\$1.19M	\$14.62M
Total	\$58.32M	\$52.51M	\$23.70M	\$17.61M	\$18.32M	\$25.82M	\$63.01M	\$59.40M	\$82.44M	\$140.63M	\$143.21M	\$75.70M	\$760.67M

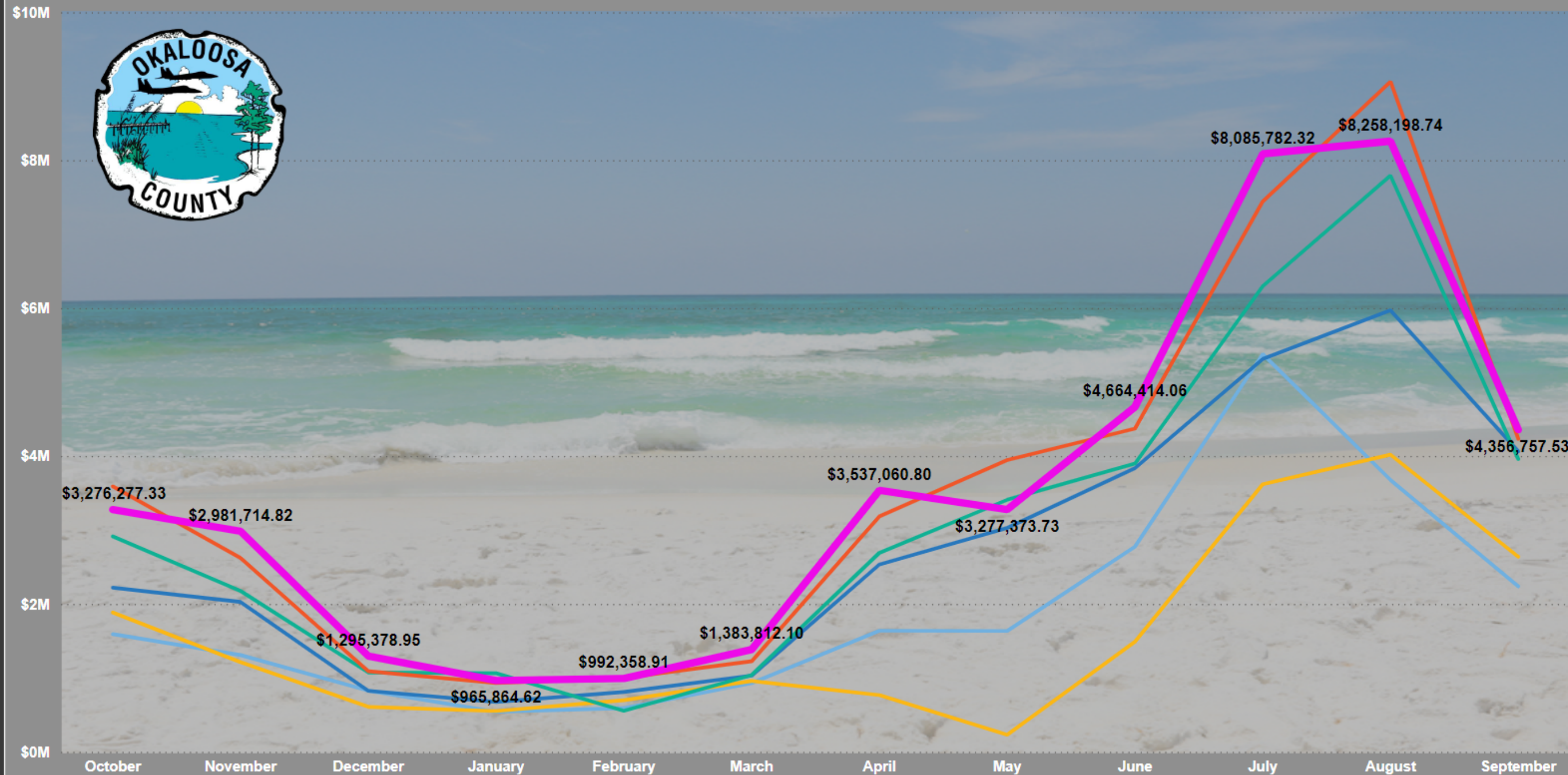
Tax Due

District	October	November	December	January	February	March	April	May	June	July	August	September	Total
(1)Destin	\$1.93M	\$1.73M	\$0.73M	\$0.56M	\$0.54M	\$0.78M	\$2.22M	\$1.90M	\$2.88M	\$5.16M	\$5.23M	\$2.74M	\$26.39M
(2)Okaloosa Island	\$1.04M	\$0.96M	\$0.31M	\$0.22M	\$0.26M	\$0.39M	\$0.94M	\$0.98M	\$1.31M	\$2.28M	\$2.33M	\$1.23M	\$12.26M
(3)Ft Walton/Mary Esther	\$0.19M	\$0.18M	\$0.16M	\$0.10M	\$0.10M	\$0.13M	\$0.23M	\$0.25M	\$0.31M	\$0.43M	\$0.46M	\$0.24M	\$2.78M
(4)Niceville/Bluewater Bay	\$0.07M	\$0.06M	\$0.05M	\$0.05M	\$0.05M	\$0.06M	\$0.09M	\$0.10M	\$0.11M	\$0.14M	\$0.15M	\$0.09M	\$1.01M
(5)North Okaloosa	\$0.05M	\$0.05M	\$0.04M	\$0.04M	\$0.05M	\$0.04M	\$0.06M	\$0.06M	\$0.07M	\$0.08M	\$0.09M	\$0.06M	\$0.69M
Total	\$3.28M	\$2.99M	\$1.29M	\$0.97M	\$0.99M	\$1.41M	\$3.54M	\$3.28M	\$4.69M	\$8.09M	\$8.26M	\$4.35M	\$43.13M



Tourist Tax History by Collection Period Month

● 2019 ● 2020 ● 2021 ● 2022 ● 2023 ● 2024



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2024

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Krystal Strickland, Finance Director
Jeffrey Cozadd, Projects, Grants and Contracts Manager
Michael Burgess, Public Works Director
Lisa Firth, Parks & Rec Director

DATE: October 8, 2024

SUBJECT: Capital Project Status - **Informational Only**

I. BACKGROUND: This item is informational only.

II. DISCUSSION: Please find attached a summary of the current capital improvement projects, showing status and Year-to-Date expenditures and encumbrances.

A. Link to Strategic Goals / Objectives: 1. Financially sound city providing service excellence

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION: Not applicable. Informational only.

Attachments:

1. 2024 Capital Project Status Report

CITY OF DESTIN CAPITAL IMPROVEMENT PLAN - Monthly Status Report

COUNCIL/ MGMT OBJECTIVE	October 1, 2023 to September 30, 2024		FY2024 Budget*	YTD Actuals	YTD Encumbrances	FY2024 Available Budget	Status	Notes
PRIORITY	Citizen/Council Directed							
1.6	EN615	Cross-Town Connector	\$ 8,927,761	\$ 268,394	\$ 58,011	\$ 8,601,356	Ongoing	Demolition complete. EIR update underway eta Dec 2024. NWFWMMD permitting acquired. Major subdivision and DO submitted to City July 2024. Need Construction RFP and finance the gap.
1.2	CM001	Crystal Beach Acquisition & Development	2,387,862	15,818	22,105	2,349,939	Ongoing	Crystal Beach purchased and cleared. TDC has presented the 30% beach park design. Awaiting plan revisions to bring to Parks & Rec and Council.
1.2	CM002	Tarpon Beach Acquisition & Development	1,941,657	44,351	4,694	1,892,612	Ongoing	County has provided 90% plans. Permitting under second review. Construction scheduled Fall of 2024.
1.1	CENTR	City Center Feasibility/Planning/Design	155,000	55,215	99,785	-	Ongoing	Survey issued (over 1000 responses to date). First charette completed in July. SRS met with Publix. SRS met with Council members. Public workshop was held Aug 6th. Next update based upon Council's Sept 16 direction for mid November.
1.2	HRB1	Land Acquisition 1 Harbor Blvd	9,100,000	9,047,363	17,543	35,094	Complete	Closed on property 10/17/23.
1.3	UNDER	Undergrounding	16,868,978	887,457	963,465	15,018,056	Ongoing	ADS construction contract awarded. Three batches of materials have arrived. Carrier contracts and full NTP scheduled for 11/4/24 to coincide with debt ordinance 2nd reading. Shovel ready, just need financing finalized.
1.11	MARIN	City Marina	-	-	-	-	Paused	Funds moved to CENTR
1.5	CRH60	Pedestrian Pathway Under the Marler Bridge	282,763	59,568	223,195	-	Ongoing	Baskerville Donovan EN617 US98/Stahlman PD&E Study expanded to Airport Road PLUS CHR60 Pathway. Survey of 1 Harbor Blvd complete. Under bridge prathway concept presented to Parks & Rec end of August. Planned for Public Works and Safety 10/8/24.
	Renewal & Replacement							
3.2	RR051	General Government	166,426	10,733	-	155,693	FY24 complete	City Hall HVAC replaced. Building Inspection recommends removing port cochere at City Hall.
3.2	RR052	Public Safety	241,806	9,265	-	232,541	FY24 complete	City Hall Annex HVAC replaced. Quotes received to replace HVAC at Sheriff's Substation.
3.2	RR053	Physical Environment (Stormwater, Cemetery)	222,438	166,638	20,495	35,305		Harbor sluice gate arrived. Outstanding encumbrance to replace emergency pumps at Heritage Run (lightening strike damage).
3.7, 3.9	RR054	Roads, Sidewalks, Street Lighting (Gas Tax 1 + GF RR Fund)	2,957,868	2,683,206	50,377	224,284	FY24 complete	Open encumbrances to complete several sidewalk repairs and remilling/restriping Moreno Pt Rd and Norriego Dr.
3.2	RR571	Library	127,500	97,655	7,039	22,806	FY24 complete	Carpet is installed. Heat Pump #1 replaced. Save remaining amount 'til architectural plan update completed.

COUNCIL/ MGMT OBJECTIVE	October 1, 2023 to September 30, 2024		FY2024 Budget*	YTD Actuals	YTD Encumbrances	FY2024 Available Budget	Status	Notes
3.2	RR572	Parks and Recreation	1,017,247	326,343	560,637	130,267	Ongoing	Playground equipment ordered in September to arrive end of November.
3.2	RR573	Other Facilities (i.e. Museum)	4,500	-	-	4,500	FY24 complete	
3.2	RRVEH	Prior Year Replacement Vehicles Ordered	475,960	302,988	172,971	-	Ongoing	Dumptruck ordered November 2021 scheduled to arrive November 2024
3.2	RRV11	Replace Building Fund Vehicles	76,000	56,750	-	19,250	FY24 complete	Complete.
3.2	RRV51	Replace General Government Vehicle	23,000	-	-	23,000	Cancelled	
3.2	RRV54	Replace Public Works Vehicles	365,000	239,877	84,085	41,038	Ongoing	2024 Ford F750 Urban Forestry Unit was received mid December. F-550 delivered.
3.2	RRV57	Replace Parks & Rec Vehicles	113,000	103,332	-	9,668	FY24 complete	Ford Maverick delivered and in service. Gators being delivered 07/19/2024. Replacement 48" mower delivered 07/16/2024.
	Growth Necessitated & Comp Plan		-	-	-	-		
	CE002	Code Enforcement Equipment	10,000	6,276	-	3,724	Complete	Communication equipment received.
	LB002	Library Impact Fee Projects	190,000	-	41,050	148,950	Ongoing	Staff Parking expansion: engineering working on design, library has chosen light fixtures for staff parking and ADA parking. Photometric plans received FPL. Under contract for construction.
1.7	TR619	Sibert-Zerbe Parking Lot Consolidation	525,000	-	-	525,000	Paused	Area to be used as staging area for undergrounding materials July 2024 - Spring 2026.
3.9	TR620	ADA Transition - Pedestrian Facilities	23,094	23,490	-	(396)	Complete	Final deliverables received December 2023.
	Other Capital Projects		-	-	-	-		
	ARP	Stormwater Infrastructure Projects	1,130,908	379,333	588,436	163,139	Ongoing	Projects completed include Juanita Ave, Benning at Sibert and Benning at Bay, 541 Sibert. Indian Bayou project completed. Okeechobee under review to start. Joe's Bayou, Indian Bayou Dr, Industrial Pk Dr, and CCW @ Chickasaw in process.
	BDVEH	New Vehicle for Building Inspection Dept (Building Fund)	40,000	131	28,375	11,494	Ongoing	Approved on 01/08/24 consent agenda and ordered. (Ford Maverick) to arrive in November 2024.
	CEVEH	New Vehicle for Code Enforcement (expanding department)	46,000	46,018	-	(18)	Complete	Received and In-service.
	CRT64	Wayfinding	-	-	-	-	On Hold	
4.15	CRT17	Destin Multi-Use Trail	500,191	293,151	207,040	-	Ongoing	DAG is working on the design. Public Workshop was held in December. 60% plans brought to Council July 8. Next step 90% design to go to Parks & Rec Committee and Council. Need easements and permits.
	DREDG	Dredge Harbor Channel (study plus dredging)	110,100	20,580	-	89,520	Ongoing	Bathymetric study data has been submitted to County. Internal design is complete. Three quotes attained (\$500k- \$1.3m). Potential partnership with County.

COUNCIL/ MGMT OBJECTIVE	October 1, 2023 to September 30, 2024		FY2024 Budget*	YTD Actuals	YTD Encumbrances	FY2024 Available Budget	Status	Notes
	HURRC	Hurricane Response	100,000	13,325	-	86,675		January 2024 storm cleanup.
	IT003	Other Hardware/Software Replacements	97,870	19,574	78,296	-	Ongoing	UKG timekeeping went live July 2024. Open Voting System installed. Aclarian (finance) and MGO (licensing & Permitting) draft contracts adopted. Aclarian transition started.
	IT004	Council Chambers Audio-Video	30,000	23,498	-	6,502	Complete	Three TV/monitors replaced; camera replaced. All new laptops configured.
	LBOOK	Annual additions to Library collections	60,700	55,341	-	5,359	Ongoing	
	PE003	Vulnerability Assessment	226,000	13,930	212,070	-	Ongoing	Kick Off meeting held 10/31/24. Public workshop was held in January. Data assessment of critical assets submitted to FDEP for review.
	RC124	Morgan's Children's Park Playground Structure	100,000	10,131	89,869	-	Ongoing	Internal Budget Amendment approved 8/12/24. Ordered August 2024. See also RR572 replacements.
	RC125	Buck Destin Restrooms	199,544	-	137,201	62,344	Ongoing	Architect, engineering design, and permitting underway. Engineering design will determine site work cost. Sitework to be scheduled early FY 2025.
4.16	RC127	Pickleball Court	455,310	54,614	25,536	375,160	Ongoing	60% designs shared with Parks & Rec and Council March 2024. 90% designs shared with Parks & Rec and Council May/June 2024. 100% design nearly complete. RFP for construction released, due 10/24/24. FRDAP grant awarded.
	RC128	Morgan Sports Complex - Bathrooms/Fieldhouse	250,000	-	-	250,000	Paused	Storage building design is consolidated with bathroom/fieldhouse design.
	RC134	Morgan Sports Complex - Artificial Infields	-	-	-	-	Paused	8/12/24 moved \$200k to MSC Playground.
	RC129	Morgan Sports Complex - Field Lighting (LED)	-	-	-	-	Paused	Moved to FY 2025 to complete all 34 poles at one time (\$1.3m). (RR)
4.11	RC216	Clement Taylor Park Renovations	1,579,808	-	7,243	1,572,565	Ongoing	Subaward from County executed. Pilings at CTP beach removed. Volleyball courts set up by Destin Forward. Construction RFP has been reviewed/approved by Council. Revised RFP due for opening 8/28/24.
	SW56	Outfall at Mattie Kelly Pier	175,000	26,925	39,575	108,500	Ongoing	Design/permitting contract approved by Council 04/01/24. Jenkins has completed surveying and environmental/wetland work underway. Next steps: Council to approve design, then to issue construction RFP in FY2025.
	SW58	Chickasaw Strmwtr Remediation	600,000	-	-	600,000	Cancelled	This project covered by ARPA funds. This 1/2 Penny Infrastructure surtax becomes available for future budgeting.
	TRSAF	Intersection Safety	104,888	4,888	64,500	35,500	Ongoing	Committee will consider use of funding at their Aug 13 meeting.
	XMAS	Capitalizable Christmas Décor	28,643	28,643	-	-	Completed	Items ordered FY23 received mid-December FY24.
		Total Projects	52,041,978	15,398,953	3,803,595	32,839,430		

CITY OF DESTIN 5-YEAR CAPITAL IMPROVEMENT PLAN

STRATEGIC OBJECTIVE			PY						
			Encumbrances						
			rolling forward						
			08/14/23	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
PRIORITY	Citizen/Council Directed								
1.2	HRB1	1 Harbor Blvd/1 Calhoun Waterfront Land	\$ -	\$ 9,100,000	\$ -	\$ -	\$ -	\$ -	\$ 9,100,000
1.3	UNDER	Undergrounding	894,344	16,000,885	-	-	-	-	16,000,885
1.6	EN615	Cross-Town Connector	43,485	9,003,151	-	-	-	-	9,003,151
1.2	CM001	Beach Acquisition/Beach Park Development	81,826	4,969,622	-	-	-	-	4,969,622
5.2	DREDG	Dredge Harbor	-	110,100	-	-	-	-	110,100
1.7	TR619	Sibert-Zerbe Parking Lot Consolidation	-	525,000	-	-	-	-	525,000
1.1	CENTR	City Center - Concept Design	-	50,000	-	-	-	-	50,000
1.11	MARIN	City Marina	-	50,000	-	-	-	-	50,000
1.10	TR621	Transit: Trolley, Ferry	-	-	-	-	-	-	-
xxx	SW56	Mattie Kelly Naturewalk Outfall	-	175,000	1,200,000	-	-	-	1,375,000
	Renewal & Replacement								
3.2	RR051	General Government	1,207	155,000	194,160	15,120	-	-	364,280
3.2	RR052	Public Safety	8,369	230,380	-	126,760	53,200	-	410,340
3.2	RR053	Physical Environment (Stormwater, Cemetery)	149,938	75,000	750,000	74,000	-	-	899,000
3.7	RR054	Roads, Sidewalks, Street Lighting	300,884	2,537,780	1,076,200	1,082,100	1,088,100	1,094,200	6,878,380
3.2	RR056	Human Services (Food4Thought Bldg)	-	-	6,760	-	-	-	6,760
3.2	RR571	Library	-	127,500	-	14,580	-	8,700	150,780
3.2	RR572	Parks and Recreation	67,453	749,922	230,400	114,050	402,200	394,000	1,890,572
3.2	RR573	Other Facilities (i.e. Museum)	-	4,500	-	-	-	6,960	11,460
3.2	RRV11	Vehicles for Bldg Inspectors	-	76,000	-	-	-	45,600	121,600
3.2	RRV51	Vehicles for General Government	-	23,000	-	33,600	-	45,600	102,200
3.2	RRV52	Vehicles for Public Safety (Code)	-	-	41,040	-	88,160	45,600	174,800
3.2	RRV54	Vehicles for Public Works	-	365,000	41,040	33,600	-	162,000	601,640
3.2	RRV57	Vehicles for Parks & Recreation	-	113,000	89,640	-	44,080	-	246,720
3.2	RRVEH	Vehicles	670,331	-	-	-	-	-	-
	Growth Necessitated & Comp Plan								
5.4	CE002	Code Enforcement Equipment	-	30,000	20,000	-	-	-	50,000
1.5	CRH60	Pedestrian Pathway Under Marler Bridge	149,571	-	-	-	-	-	-
1.4	EN617	Stahlman/US98 Intersection	-	-	-	-	-	-	-
5.3	LB002	Library Impact Fee Projects	-	190,000	-	-	-	-	190,000
xxx	TR620	ADA Transition - Pedestrian Facilities	25,487	-	-	-	-	-	-
1.7	TR622	General Parking Improvements	-	-	75,000	-	-	-	75,000
	Other Capital Projects								
4.14	ARP	Stormwater Infrastructure Projects	734,853	312,000	-	-	-	-	312,000
5.5	BDVEH	New Inspector Vehicles	-	40,000	-	-	-	-	40,000
5.4	CEVEH	New Code Enforcement Vehicles	-	46,000	-	-	-	-	46,000
4.8	CRH63	Captain Royal Melvin Heritage Park and Plaza	9,614	-	-	-	-	-	-
4.15	CRT17	Destin Multi-Use Trail	570,000	-	-	1,000,000	-	-	1,000,000
5.6	HURRIC	Hurricane Response	-	100,000	-	-	-	-	100,000
xxx	IT003	Other Hardware/Software Replacements	-	170,000	-	-	-	-	170,000

STRATEGIC OBJECTIVE			PY Encumbrances rolling forward						
			08/14/23	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
5.1	RC124	Morgan Children's Park Playground Structure	-	100,000	-	-	-	-	100,000
xxx	RC125	Buck Destin Restrooms	99,544	100,000	-	-	-	-	100,000
4.16	RC127	Pickleball Court	-	350,000	-	-	-	-	350,000
5.1	RC128	Morgan Bathrooms/Storage/Fieldhouse	-	250,000	-	-	-	-	250,000
5.1	RC129	Morgan - Field Lighting (LED)	-	255,000	175,000	75,000	-	-	505,000
5.1	RC130 RC134	Morgan - Artificial Infields	-	200,000	400,000	-	-	-	600,000
5.1	RC131	Morgan - Field Lining Robot	-	-	-	50,000	-	-	50,000
4.11	RC216	Clement Taylor Park Renovations	15,968	1,596,180	-	-	-	-	1,596,180
4.14	SW57	CTP Stormwater Mitigation	-	60,000	-	-	-	-	60,000
4.14	SW58	Chickasaw Ct Stormwater Remediation	-	600,000	-	-	-	-	600,000
5.7	TRSAF	Intersection Safety	62,500	100,000	100,000	100,000	100,000	100,000	500,000
xxx	XMAS	Holiday Decorations	35,804	-	-	-	-	-	-
Total Projects			\$ 3,921,176	\$ 48,940,020	\$ 4,399,240	\$ 2,718,810	\$ 1,775,740	\$ 1,902,660	\$ 59,736,470

Funding Sources			PY Encumbrances rolling forward						
			08/14/23	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
General Fund	30058585	RR GENERAL	983,776	\$ 3,792,782	\$ 1,835,040	\$ 893,710	\$ 1,069,640	\$ 1,144,860	\$ 8,736,032
General Fund	30558500	GENERAL FUND	265,083	1,972,262	595,000	125,000	-	-	2,692,262
TC CRA	10258500	TOWN CENTER CRA	415,804	-	-	1,000,000	-	-	1,000,000
Harbor CRA	11058500	HARBOR CRA	-	9,100,000	-	-	-	-	9,100,000
Building Fund	11152441	BUILDING FUND	-	116,000	-	-	-	45,600	161,600
Parking Fund	12254500	PARKING FUND	60,340	525,000	75,000	-	-	-	600,000
Tech Fund	12552400	TECHNOLOGY FUND	-	85,000	-	-	-	-	85,000
Oka 1/2 Penny	12953831	OKA 1/2 STORMWATER	-	835,000	1,200,000	-	-	-	2,035,000
Oka 1/2 Penny	12953931	OKA 1/2 UNDERGROUNDING	894,344	1,000,000	-	-	-	-	1,000,000
Oka 1/2 Penny	12954100	OKA 1/2 PUBLIC WORKS & SAFETY	62,500	100,000	100,000	100,000	100,000	100,000	500,000
Oka 1/2 Penny	12957231	OKA 1/2 BEACH ACQ	-	-	-	-	-	-	-
Debt	32453900	2024 Bond Issuance	-	16,004,319	-	-	-	-	16,004,319
Gas Taxes	30054131	GAS TAX#1 RR ROADS	4,127	588,300	594,200	600,100	606,100	612,200	3,000,900
Gas Taxes	31554031	GAS TAX#2 COMP PLAN	-	1,000,000	-	-	-	-	1,000,000
Impact Fees	31552000	POLICE IMPACT FEES	-	10,000	-	-	-	-	10,000
Impact Fees	31554032	MULTI-MODAL IMPACT FEES	25,487	26,307	-	-	-	-	26,307
Impact Fees	31554132	ROAD IMPACT FEES	40,120	1,575,000	-	-	-	-	1,575,000
Impact Fees	31557132	LIBRARY IMPACT FEES	-	190,000	-	-	-	-	190,000
Impact Fees	31557232	PARK IMPACT FEES	-	474,000	-	-	-	-	474,000
Restricted	12753700	NPEB	149,938	110,000	-	-	-	-	110,000
Restricted	12753800	STORMWATER TRUST FUND	-	-	-	-	-	-	-
Franch fees	31553977	ELECTRIC FRANCHISE UNDERGROUNDING	-	2,000,000	-	-	-	-	2,000,000
Grant	30554100	BOCC XTOWN CONSTRUCTION	-	3,300,000	-	-	-	-	3,300,000

STRATEGIC
OBJECTIVE

PY
Encumbrances
rolling forward
08/14/23

			08/14/23	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
Grant	30554133	FDOT TRIP GRANT	3,364	98,410	-	-	-	-	98,410
Grant	30554200	STATE GRANT LINEAR TRL	190,000	-	-	-	-	-	-
Grant	30557133	LIBRARY/MUSEUM GRANTS	-	-	-	-	-	-	-
Grant	30557233	RESTORE PARK GRANT	-	729,918	-	-	-	-	729,918
Grant	30557212	TDC 12.5% (includes Advanced Funding)	91,440	2,254,115	-	-	-	-	2,254,115
Grant	30557237	BOCC (TDC) BEACH ACQ GRANT	-	2,715,607	-	-	-	-	2,715,607
Grant	30555900	AMERICAN RESCUE PLAN	734,853	312,000	-	-	-	-	312,000
Grant	31557236	MORGANS KID PARK GRANT	-	26,000	-	-	-	-	26,000
Total Sources			\$ 3,921,176	\$ 48,940,020	\$ 4,399,240	\$ 2,718,810	\$ 1,775,740	\$ 1,902,660	\$ 59,736,470
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

		FY 2024 Adopted Budget	5-Year Funded Capital Plan Amount	Additional Funds Needed
Council Objectives				
1.1	Work with Stakeholders to pursue a Destin City Center	\$ 50,000	\$ 50,000	
1.2	Public waterfront acquisition initiative	14,069,622	14,069,622	5,100,000
1.3	Underground utilities	16,000,885	16,000,885	
1.4	Stahlman/US 98 pedestrian and vehicle Improvements in cooperation with FDOT	-	-	
1.5	Pedestrian access concepts under the Marler Bridge	-	-	
1.6	Two-lane Crosstown Connector	9,003,151	9,003,151	4,550,000
1.7	Improve parking, explore options (parking garage, surface parking)	525,000	600,000	
1.8	Annexation of unincorporated enclaves	-	-	
1.9	Morgan Sports Center and Dalton Threadgill Park Master Plan for renovations	-	-	
1.10	Support for regional Transit and Ferry systems	-	-	
1.11	City Marina (Phase 1 Feasibility Study)	50,000	50,000	
1.12	Support Beach Re-nourishment, planning, scheduling in partnership with the County/State	-	-	
1.13	Support regional workforce housing initiatives	-	-	
Management Objectives		-	-	
2.1-2.11	These are management-related, not capital project related	-	-	
Management in Progress (capital projects only listed below)		-	-	
3.1	Memorialize institutional knowledge			
3.2	Plan for renewal and replacement of city facilities and infrastructure	1,919,302	4,980,152	15,000,000
3.3	Monitor and Manage current grant and funding awards	-	-	
3.4	Find and secure new funding opportunities for city services and city projects OPR:GPC	-	-	
3.5	Complete land development code revisions	-	-	
3.7	Implement a pavement management program	2,537,780	6,878,380	
3.9	Improve sidewalks (wider, more walkable)	-	-	

		FY 2024 Adopted Budget	5-Year Funded Capital Plan Amount	Additional Funds Needed
Major Projects		-	-	
4.1	Implement and Manage COMPASS software	-	-	
4.2	Harbor Capacity Study	-	-	
4.3	Impact Fee Study	-	-	
4.4	Building Permit Fee Study	-	-	200,000
4.5	Develop and Implement the Mobility Plan and associated Fees	-	-	
4.6	Update Business Tax Receipts (BTR) Fee Schedule and processes	-	-	
4.7	Research Stormwater Utility options and Funding	-	-	
4.8	Construct Capt Royal Melvin Heritage Park	-	-	
4.9	FDOT Median Improvement project	-	-	
4.10	Norriego Point Park Improvements Phase III - Recreation Components	-	-	340,000
4.11	Renovate Clement Taylor Park (Pending Funding)	1,596,180	1,596,180	
4.12	Redevelop Joe's Bayou Recreation Area	-	-	
4.13	Continuity of streetlights/ Conversion to LEDS (In Progress)	-	-	
4.14	Implement prioritized stormwater improvements based on the Stormwater Master Plan	972,000	972,000	
4.15	Linear Park (in partnership with FPL) secure additional funding, complete design, secure required easements, construct trail	-	1,000,000	
4.16	Pickleball Courts: Secure additional Funding, acquire land, complete design and construct	350,000	350,000	56,000
TOTAL for items on the Strategic Plan		\$ 47,073,920	\$ 55,550,370	\$ 25,246,000
		TOTAL 5-Year CAPITAL BUDGET	\$ 59,736,470	
		% FOR STRATEGIC PLAN	93%	

		FY 2024 Adopted Budget	5-Year Funded Capital Plan Amount	Additional Funds Needed
NOT ON COUNCIL OBJECTIVE LIST:				
5.1	Upgrades to Morgan Sport Center (Bathrooms; LED lighting; Artificial Infields; Field Lining Technology)	805,000	1,505,000	
5.2	Dredge Harbor Channel	110,100	110,100	750,000
5.3	Upgrade/Remodel and expand Library	190,000	190,000	
5.4	Code Enforcement New Equipment	76,000	96,000	
5.5	Building Inspector New Equipment	40,000	40,000	
5.6	Hurricane Response (first 30 days; Debris Removal)	100,000	100,000	
5.7	Public Works Safety Committee - Intersection and Crossing Safety	100,000	500,000	
xxx	Other small projects	445,000	1,645,000	
	107 Study (Harbor)	-	-	1,500,000
	Upgrade/Remodel and expand Community Center	-	-	15,000,000
	North sidewalk of Mountan Drive	-	-	900,000
	Beach Circle culv Construction	-	-	125,000
	500 Osceola Dr culv Construction	-	-	125,000
	Crystal Beach one way study	-	-	12,755
	MMTD Master streetlighting study	-	-	150,000
	Traffic Calming measures	-	-	60,000
	Pine street extension - Design Only	-	-	150,000
	Design of park elements at Crosstown Road	-	-	150,000
	Stormwater - Replace piping; Re-establish Swales	-	-	150,000
	Mattie Kelly Naturwalk Outfall			1,200,000
	Other projects on Unfunded Detail List	-	-	12,778,525
TOTAL for additional projects not on Plan		\$ 1,866,100	\$ 4,186,100	\$ 33,051,280
<i>TOTAL for all projects</i>		<i>\$ 48,940,020</i>	<i>\$ 59,736,470</i>	<i>\$ 58,297,280</i>

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2024

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Krystal Strickland, Finance Director

DATE: October 15, 2024

SUBJECT: Quarterly Investment Report - Informational Only

I. BACKGROUND:

On March 7, 2022, the City adopted a new Investment Policy under Resolution 22-05.

Attached for your review is the current quarterly investment report as per Resolution 22-05.

Raymond James has also provided their quarterly investment report as an attachment.

II. DISCUSSION:

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:

ITEM # 2024-738

1. 2024 0930 Quarterly Investment Report
2. City of Destin Sept 2024 report



Finance Department

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-4242 | Fax: 850-269-9890 | www.cityofdestin.com

Quarterly Investment Report for period ending 09/30/2024

Table 1 shows the value of the portfolio as of September 30, 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	\$ 5,595,225	12%	75%
Mortgage and Asset Backed Securities	8,627,805	19%	75%
Municipals	102,436	0%	25%
Investment grade corporate bonds	1,293,000	3%	20%
Money Market, CDs and Savings Cash	24,516,065	54%	75%
Trustmark Interest-bearing Demand Depos	5,035,706	11%	75%
Portfolio Total	\$ 45,170,237	100%	

NEXT 3 MONTHS (Oct-Dec 2024):

Estimated Restricted Exp	\$ 2,354,449
Estimated Op Expenditures	2,245,302
	<u>\$ 4,599,751</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 (07/01/2024 - 09/30/2024)	Last 12 months (10/01/2023 - 09/30/2024)
Interest Realized at Raymond James	\$ 424,461	\$ 1,098,015
Change in Fair Market Value	329,797	568,012
Interest Realized at Trustmark	42,359	491,337
Total Investment Income	\$ 796,616	\$ 2,157,363

Table 3 compares the performance of the City of Destin's investments at Raymond James against two benchmarks identified in Resolution 22-05.

Table 3: Comparison of Quarterly and Calendar Year-to-Date Performance to Benchmarks

	Current Quarter (07/01/2024 - 09/30/2024)	Last 12 months (10/01/2023 - 09/30/2024)
City of Destin	1.89%	6.43%
ICE BofA 1-Year US Treasury	2.10%	6.02%
Florida Prime*	5.63%	5.69%

*Florida PRIME Three Month Annualized Net 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 0.83 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 September 30, 2024, there was only one security with a BBB+ rating with a current value of \$46,533 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	\$ 5,595,225	12/15/24-05/15/34	12%	2.52	0.31	U.S.
Mortgage and Asset Backed Securities	8,627,805	11/15/24-06/01/45	19%	1.99	0.38	AA+ to AAA
Municipals	102,436	03/15/30-08/01/2030	0%	5.90	0.01	AA- to AAA
Investment grade corporate bonds	1,293,000	10/26/24-09/09/34	3%	4.68	0.13	BBB+ to AA+
Money Market, CDs and Savings Cash	24,516,065	09/30/24-04/13/26	54%	-	-	
Trustmark Interest-bearing Demand Deposit Accounts (DDAs)	5,035,706	9/30/2024	11%	-	-	
Portfolio Total	\$ 45,170,237		100%		0.83	

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 September 2024, the City has realized income in the amount of \$686,729 and has accumulated an unrealized increase in market value of \$568,012. During FY 2024, the City transferred in \$23,574,323. Investment administration expenses this year to date total \$73,131.

Table 5: Raymond James Additions and Deductions five-year trend

	10/01/2023- 09/30/2024	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	\$ 23,574,323	\$ 7,000,000	\$ 1,742,528	\$ 5,234,644	\$ -
Interest Earnings	686,729	425,145	326,839	291,529	261,031
Unrealized gain/(loss)*	568,012	82,573	(1,373,377)	(250,557)	167,448
Total Additions	\$ 24,829,064	\$ 7,507,718	\$ 695,990	\$ 5,275,615	\$ 428,479
Deductions					
Investment Admin Expenses	73,131	73,160	53,874	58,455	35,592
Withdrawals	8,528,105	-	-	-	-
Total Deductions	8,601,236	73,160	53,874	58,455	35,592
Net Change	\$ 16,227,828	\$ 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**	\$ 40,044,046	\$ 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 09/30/2024

	RJ (0.134-5.7%)	Trustmark (2.5%)	Encumbered Oct to Dec	Balance to Invest (rounded)
Cash & Investment Balances				
<i>Restricted</i>		-		
Impact Fees, Elec Franch	5,157,048	835,520	436,251	398,000
Undergrounding, Stormwater, Debt Service	-	362,652		
CRA's	2,813,226	244,417	649,232	(404,000)
Building Code	-	201,618	-	-
Total Restricted	7,970,274	1,644,208	1,085,483	(6,000)
<i>Committed</i>				
Emergency Operations (3 months)	\$ 3,817,365			
Emergency Maintenance (3 months)	3,821,824			
Debt Service (1 year)*	2,685,008			
Infrastructure Surtax	5,712,523	1,218,664	1,200,000	18,000
Parking Fund	1,313,460	471,040	36,376	434,000
Renewal & Replacement	2,308,135	344,350	15,000	329,000
Permit Technology	530,894	39,633	17,590	22,000
Total Committed	20,189,209	2,073,688	1,268,966	803,000
<i>Unrestricted</i>	\$ 11,875,526	1,317,810	2,245,302	(927,000)
Total Cash & Investments	\$ 40,035,009	\$ 5,035,706	4,599,751	(130,000)

*As per Resolution 12-20 updated with FY 2025 Adopted Budget

A current report produced by Raymond James as of September 30, 2024 is attached.



Brian Haugen WMS, CRPS®, CEP®
Senior Vice President, Investments

Steve Cann MS, MPAS®, CFP®
Vice President, Investments

October 8, 2024

Krystal:

Attached is the City's most recent quarterly report for the period ending 9/30/2024.

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

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Performance Analysis as of Sep 30, 2024

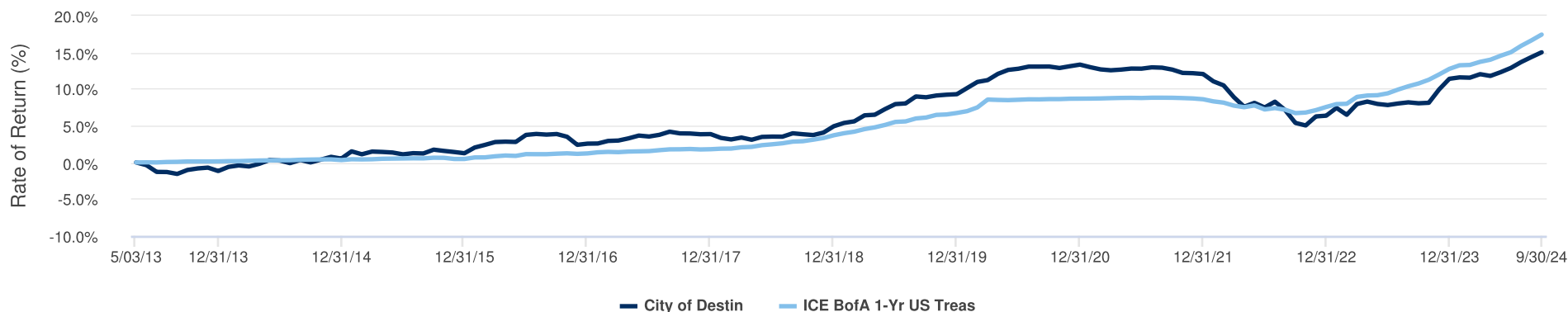
City of Destin

BRIAN HAUGEN, STEVE CANN
Brian.Haugen@RaymondJames.com

Performance Analysis Summary

Time-Weighted (Net of Fees)

Total Market Value as of 9/30/2024: \$40,140,445.29



The Cumulative Return is charted above.

	QTD 6/30/24 9/30/24	Last 12 Months 9/30/23 9/30/24	Last 3 Years* 9/30/21 9/30/24	Since Inception* 5/03/13 9/30/24
City of Destin	1.89%	6.43%	0.69%	1.23%
ICE BofA 1-Yr US Treas	2.10%	6.02%	2.57%	1.42%
S&P 500 Total Return Indx	5.89%	36.35%	11.90%	13.89%
Bloomberg U.S. Agg Bd	5.20%	11.57%	(1.39%)	1.73%

Inception Date: 5/3/13

*Returns are annualized for periods greater than one year.

Performance Analysis as of Sep 30, 2024



City of Destin

BRIAN HAUGEN, STEVE CANN
Brian.Haugen@RaymondJames.com

Performance Analysis Detail

Time-Weighted (Net of Fees)

	Account	Market Value(\$) 9/30/24	Performance Inception/ Close	QTD 6/30/24 9/30/24	Last 12 Months 9/30/23 9/30/24	Last 3 Years* 9/30/21 9/30/24	Since Inception* 5/03/13 9/30/24
Alternate Investment Fund	xxxxx680	5,351,295.08	5/03/2013	3.66%	8.35%	(0.52%)	1.23%
City of Destin - CD's	xxxxx714	24,418,930.22	9/21/2017	1.33%	6.51%	2.25%	1.95%
Debt Service Fund	xxxxx699	2,695,329.99	5/03/2013	2.21%	6.19%	1.23%	1.02%
EM Maintenance Fund	xxxxx675	3,839,159.47	5/03/2013	2.42%	6.35%	1.21%	1.01%
EM Operating Fund	xxxxx703	3,835,730.53	5/03/2013	2.32%	6.07%	1.25%	1.05%

**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.

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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: xxxxx680, xxxxx714, xxxxx699, xxxxx675, xxxxx703

Report ID: 410556079_113652_1727755200000_1727798510591000_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

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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.

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 10/02/2024)	3.843	02/07/2032	5,366	99.169	5,358,352.70			3.908	4.053	3.876	4.586	100.00	3.762	4.060
Municipals														
-														
64971XEP9 - New York N Y City Transitional Taxable Future Tax Secd 2019 a Taxabl	3.780	08/01/2030	50	98.160	49,400.25	Aa1	AAA	4.979	4.138	3.851	5.830	0.92	4.451	4.138
6500355Z7 - New York St Urban Dev Corp Rev Taxable Personal Income 2017d Taxabl	3.370	03/15/2030	55	96.270	53,036.03	Aa1	AA+	4.902	4.141	3.501	5.449	0.99	4.484	4.141
Cash														
-														
CASHCASH6 - OPENING BALANCE	0.000	10/03/2024	8	100.000	8,222.64	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.003	0.15	0.000	0.000
ABS														
-														
12660DAC1 - Cnh Equipment Tr 2022-a 20270715 0.00000 a-3	2.940	07/15/2027	40	98.860	39,674.48		AAA	0.760	4.535	2.974	0.786	0.74		4.535
14041NFV8 - Capital One Multi-Asset Execution Trust	2.060	08/15/2026	55	96.430	53,090.00		AAA	1.790	4.109	2.136	1.863	0.99		4.109
380149AC8 - Gm Fin Cons Atmb Rec Tr 2021-2 20260416 0.00000 a-3	0.510	04/16/2026	5	99.520	4,792.49	Aaa	AAA	0.110	5.354	0.512	0.110	0.09	0.512	5.354
44918CAD4 - Hyundai Auto Receivables Trust	5.540	08/15/2028	71	102.240	72,776.14		AAA	1.600	4.223	5.419	1.729	1.36		4.223
92348KAZ6 - Verizon Master Trust	3.670	01/20/2029	50	99.360	49,741.17		AAA	1.300	4.502	3.694	1.362	0.93		4.502
98163LAC4 - World Omni Auto Recv Tr 2021-B 20260615 0.00000 a-3	0.420	06/15/2026	5	99.160	5,412.65		AAA	0.180	5.217	0.424	0.178	0.10	0.423	5.217
98164DAD9 - World Omni Auto Receivables Trust	5.790	10/15/2028	57	102.680	58,683.45		AAA	1.380	4.252	5.639	1.466	1.10		4.252
CMBS														
-														
3137F83P6 - FHLMC Remic Series K-121 20300825 Flt a-1	0.995	08/01/2030	37	90.250	33,774.10	Aaa	AAA	3.530	3.968	1.102	3.738	0.63		3.968
Corporates														
Financial														
05531FBB8 - BB&T Corporation 2.85% Snr Mtn 26/10/2024 Usd (S	2.850	10/26/2024	75	99.830	75,798.75	Baa1	A-	0.066	5.343	2.855	0.066	1.41	4.597	5.343
06051GLG2 - Bank of America Corp	5.202	04/25/2029	48	102.940	50,500.15	A1	A-	3.243	4.302	5.053	3.563	0.94	5.247	4.482
06406RBL0 - Bank New York Mellon Corp Fr 5.802%102528 Fr 5.8	5.802	10/25/2028	50	104.880	53,705.16	A1	A	2.797	4.090	5.532	3.063	1.00	5.258	4.474
46647PDR4 - Jpmorgan Chase & CO	5.350	06/01/2034	49	104.890	52,277.22	A1	A-	7.236	4.657	5.101	8.663	0.98	5.329	4.713
571748AZ5 - Marsh & McLennan Cos Inc Sr Gblt Nt 26 Sr Gbl	3.750	03/14/2026	24	99.360	23,891.40	A3	A-	1.323	4.208	3.774	1.447	0.45	1.241	4.208
6174468Q5 - Morgan Stanley Fr 2.188%042826 Fr 2.1	2.188	04/28/2025	55	98.500	54,689.79	A1	A-	0.560	4.875	2.221	0.570	1.02	0.988	4.875
693475AZ8 - Pnc Finl Svcs Group Inc Sr Gblt Nt 30 Sr Gbl	2.550	01/22/2030	75	91.940	69,326.88	A3	A-	4.876	4.263	2.774	5.307	1.29	4.869	4.263
74460DAD1 - Public Storage 3.385% Snr Pidi Nts 01/05/2029	3.385	05/01/2029	80	97.370	79,031.86	A2	A	4.183	4.019	3.476	4.578	1.47	4.826	4.019
Industrial														
00440KAC7 - Accenture Capital Inc	4.250	10/04/2031	75	99.840	74,880.00	Aa3	AA-	5.980	4.277	4.257	7.005	1.40	4.273	4.277
00724PAF6 - Adobe Inc	4.800	04/04/2029	100	103.400	105,773.33	A1	A+	3.964	3.955	4.642	4.419	1.97	4.830	3.968
02079KAD9 - Alphabet Inc Sr Gblt Nt 1.1%30 Sr Gbl	1.100	08/15/2030	62	86.260	53,570.24	Aa2	AA+	5.580	3.728	1.275	5.868	1.00	3.438	3.728
032095AJ0 - Amphenol Corporation Snr Pidi Nts Usd (Sec Regd)	2.800	02/15/2030	50	92.700	46,532.78	A3	BBB+	4.901	4.338	3.020	5.373	0.87	2.615	4.338
037833DP2 - Apple Inc. Snr Pidi Nts 11/09/2029 Usd (SE	2.200	09/11/2029	86	92.970	80,064.57	Aaa	AA+	4.607	3.772	2.366	4.942	1.49	4.340	3.772
038222AS4 - Applied Materials Inc	4.800	06/15/2029	52	103.220	54,444.00	A2	A	4.126	4.028	4.650	4.616	1.02	4.839	4.040
053015AH6 - Automatic Data Processng	4.450	09/09/2034	53	100.550	53,442.18	Aa3	AA-	7.974	4.380	4.426	9.685	1.00	4.436	4.381
17275RBR2 - Cisco Systems Inc	4.850	02/26/2029	49	103.500	50,952.65	A1	AA-	3.876	3.960	4.686	4.318	0.95	4.857	3.974
291011BP8 - Emerson Electric CO. Pidi Nts Usd (Sec Regd)	0.875	10/15/2026	57	94.380	54,027.96	A2	A	1.981	3.768	0.927	2.036	1.01	3.641	3.768
30303M8N5 - Meta Platforms Inc	4.950	05/15/2033	50	104.870	53,376.88	Aa3	AA-	6.944	4.252	4.720	8.373	1.00	5.001	4.268
67066GAF1 - Nvidia Corp Sr Nt 2.85%30 Sr Nt	2.850	04/01/2030	57	94.550	53,898.01	Aa3	AA-	5.014	3.963	3.014	5.496	1.01	4.770	3.963
718172CV9 - Philip Morris Intl Inc Sr Nt 27 Sr Nt	5.125	11/17/2027	50	103.010	52,465.94	A2	A-	2.798	4.062	4.975	3.041	0.98	5.222	4.088
Utilities														
03040WAQ8 - American Wtr Cap Corp Sr Nt 2.95%27 Sr Nt	2.950	09/01/2027	50	97.190	48,722.01	Baa1	A	2.753	3.980	3.035	2.915	0.91	2.964	3.980
049560AZ8 - Atmos Energy Corp	5.900	11/15/2033	46	109.990	51,628.23	A1	A-	7.032	4.520	5.364	8.868	0.96	5.022	4.549
MSB														
-														
3128MDBR3 - FHLMC Pc Gold Comb 15 4.000 20261001 4.	4.000	10/01/2026	3	99.450	3,352.02	Aaa	AAA	0.530	4.731	4.022	0.564	0.06	3.389	4.731
3128MFL48 - FHLMC Pc Gold Comb 15 3.500 20320901 3.	3.500	09/01/2032	18	98.710	17,822.48	Aaa	AAA	2.270	3.939	3.546	2.392	0.33	3.128	3.939
3128MMUS0 - FHLMC Pc Gold Comb 15 3.000 20310301 3.	3.000	03/01/2031	15	97.450	14,243.85	Aaa	AAA	2.400	4.006	3.079	2.499	0.27	2.686	4.006
3128P7QP1 - FHLMC Pc Gold Cash 20 4.500 20310301 4.	4.500	03/01/2031	25	101.010	25,530.80	Aaa	AAA	2.190	4.052	4.455	2.433	0.48	3.455	4.052
3128P8D99 - FHLMC Mbs Gold Cash 20 3.500 20370501 3.	3.500	05/01/2037	34	97.570	33,058.05	Aaa	AAA	3.940	4.125	3.587	4.447	0.62		4.125
31307B2Y5 - FHLMC Pc Gold 15 Yr 2.500 20280501 2.	2.500	05/01/2028	5	97.590	5,149.63	Aaa	AAA	1.370	4.047	2.562	1.474	0.10	2.249	4.047
31329KW59 - FHLMC Umb 20Y Fixed 3.000 20370801 3.	3.000	08/01/2037	9	94.620	8,687.94	Aaa	AAA	4.230	4.192	3.171	4.685	0.16	2.802	4.192
3132CXCM2 - Freddie Mac	5.000	09/01/2038	35	101.320	35,327.57	Aaa	AAA	2.590	4.480	4.935	3.451	0.66		4.480
3132D6C24 - FHLMC Super 15y Fixed 4.000 20371101 4.	4.000	11/01/2037	57	99.450	56,268.92	Aaa	AAA	3.380	4.099	4.022	4.345	1.05	4.113	4.099
3132D6FN5 - Freddie Mac	5.500	12/01/2038	92	102.220	94,204.31	Aaa	AAA	1.820	4.570	5.381	3.014	1.76		4.570
3132D6FY1 - Freddie Mac	6.000	02/01/2039	98	103.030	100,593.99	Aaa	AAA	1.910	4.742	5.824	2.904	1.88		4.742
3138ELGM9 - FNMA Pass-Thru Int 15 Year 3.000 20280601 3.	3.000	06/01/2028	5	98.300	4,686.36	Aaa	AAA	1.050	4.221	3.052	1.115	0.09	2.667	4.221
3138EPPE8 - FNMA Super Int 20 Year 4.000 20340601 4.	4.000	06/01/2034	13	99.160	12,531.60	Aaa	AAA	2.820	4.019	4.034	3.180	0.23	3.569	4.019
3138EPS70 - FNMA Pass-Thru 15yr	4.000	02/01/2029	1	99.360	876.05	Aaa	AAA	0.690	4.517	4.026	0.734	0.02	3.473	4.517
3138EQE81 - FNMA Pass-Thru Int 15 Year 4.000 20290501 4.	4.000	05/01/2029	2	99.390	2,440.56	Aaa	AAA	0.810	4.445	4.025	0.863	0.05	3.728	4.445
3138ERTL4 - FNMA Pass-Thru Int 15 Year 3.000 20311201 3.	3.000	12/01/2031	22	97.520	21,536.69	Aaa	AAA	2.110	3.926	3.076	2.304	0.40	2.884	3.926
3138WJLU0 - FNMA Umb 20 Year 3.000 20361201 3.	3.000	12/01/2036	12	95.360	11,850.56	Aaa	AAA	4.150	4.140	3.146	4.507	0.22	2.658	4.140
3138WVW31 - FNMA Pass-Thru Int 15 Year 3.000 20280601 3.	3.000	06/01/2028	7	98.060	7,247.42	Aaa	AAA	1.450	4.054	3.059	1.537	0.14	2.611	4.054
3140X5JP9 - FNMA Super Int 15 Year 3.500 20330301 3.	3.500	03/01/2033	41	98.860	40,722.42	Aaa	AAA	2.230	3.932	3.540	2.403	0.76	2.863	3.932
3140X6M73 - FNMA Super Int 15 Year 3.000 20330401 3.	3.000	04/01/2033	10	97.340	10,220.92	Aaa	AAA	2.470	3.988	3.082	2.603	0.19	2.564	3.988
3140X6RH6 - FNMA Super Int 15 Year 3.500 20330201 3.	3.500	02/01/2033	20	98.900	20,241.15	Aaa	AAA	1.910	3.934	3.539	2.088	0.38	2.960	3.934
3140X6WA5 - FNMA Super Int 15 Year 3.500 20350501 3.	3.500	05/01/2035	40	98.410	39,631.50	Aaa	AAA	2.820	3.930	3.557	3.071	0.74		3.930
3140X6XR7 - FNMA Super Int 15 Year 3.500 20350301 3.	3.500	03/01/2035	27	98.550	26,477.43	Aaa	AAA	2.950	3.935	3.551	3.175	0.49	3.090	3.935
3140XJUA9 - FNMA Super Int 15 Year 4.500 20371201 4.	4.500	12/01/2037	18	100.310	18,017.74	Aaa	AAA	3.120	4.308	4.486	3.981	0.34	4.553	4.308

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 10/02/2024)	3.843	02/07/2032	5,366	99.169	5,358,352.70			3.908	4.053	3.876	4.586	100.00	3.762	4.060
31410LHK1 - FNMA Pass-Thru Int 15 Year 3.000 20270701 3.	3.000	07/01/2027	3	98.340	3,029.83	Aaa	AAA	1.000	4.219	3.051	1.079	0.06	2.617	4.219
31418AF78 - FNMA Pass-Thru Int 20 Year 4.000 20320601 4.	4.000	06/01/2032	15	99.610	14,872.78	Aaa	AAA	2.640	4.024	4.016	2.951	0.28		4.024
31418BFZ4 - FNMA Pass-Thru Int 20 Year 4.000 20340801 4.	4.000	08/01/2034	18	99.720	17,907.40	Aaa	AAA	3.180	4.034	4.011	3.683	0.33	3.831	4.034
31418BTL0 - FNMA Pass-Thru Int 20 Year 3.500 20350801 3.	3.500	08/01/2035	34	97.870	33,567.51	Aaa	AAA	3.590	4.084	3.576	4.058	0.63	3.339	4.084
31418BYV2 - FNMA Umps Int 20 Year 3.000 20360201 3.	3.000	02/01/2036	41	95.550	39,202.63	Aaa	AAA	3.830	4.087	3.140	4.233	0.73		4.087
31418CQM9 - FNMA Umps Shrt 10 Year 3.000 20271001 3.	3.000	10/01/2027	13	98.220	12,503.05	Aaa	AAA	1.160	4.253	3.054	1.211	0.23	2.696	4.253
31418CTH7 - FNMA Pass-Thru Shrt 10 Year 3.500 20280101 3.	3.500	01/01/2028	5	99.130	4,500.57	Aaa	AAA	1.190	4.222	3.531	1.274	0.08	3.338	4.222
31418EHT0 - FNMA Umps Int 15 Year 4.000 20370801 4.	4.000	08/01/2037	72	99.480	71,516.96	Aaa	AAA	3.350	4.100	4.021	4.266	1.33		4.100
31418ERN2 - Fannie Mae	5.000	04/01/2038	64	101.440	65,004.18	Aaa	AAA	2.510	4.465	4.929	3.295	1.21		4.465
31418ES84 - Fannie Mae	4.500	06/01/2038	40	100.310	40,450.78	Aaa	AAA	2.810	4.338	4.486	4.173	0.75		4.338
31418EUS7 - Fannie Mae	4.500	07/01/2038	44	100.310	43,641.57	Aaa	AAA	2.720	4.339	4.486	4.205	0.81		4.339
31418EVC1 - Fannie Mae	5.000	08/01/2038	58	101.320	59,187.97	Aaa	AAA	2.380	4.486	4.935	3.426	1.10		4.486
31418EVD9 - Fannie Mae	5.500	08/01/2038	36	102.220	36,913.14	Aaa	AAA	2.250	4.517	5.381	2.849	0.69		4.517
31418EW63 - Fannie Mae	5.000	10/01/2038	42	101.320	42,321.01	Aaa	AAA	2.240	4.499	4.935	3.516	0.79		4.499
31418EW71 - Fannie Mae	5.500	10/01/2038	84	102.220	85,479.08	Aaa	AAA	2.010	4.542	5.381	2.923	1.60		4.542
31418EWK2 - Fannie Mae	5.500	09/01/2038	60	102.220	61,545.86	Aaa	AAA	2.020	4.527	5.381	2.877	1.15		4.527
31418EX70 - Fannie Mae	5.500	11/01/2038	80	102.220	81,858.39	Aaa	AAA	1.900	4.557	5.381	2.970	1.53		4.557
31418FA31 - Fannie Mae	5.500	07/01/2039	39	102.220	39,718.90	Aaa	AAA	1.810	4.693	5.381	3.413	0.74		4.693
31418FAH0 - Fannie Mae	6.000	06/01/2039	90	103.030	92,669.78	Aaa	AAA	2.170	4.837	5.824	3.137	1.73		4.837
31418FDM6 - Fannie Mae	5.000	10/01/2039	53	101.320	53,706.96	Aaa	AAA	2.150	4.584	4.935	4.214	1.00		4.584

Treasuries

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9128283F5 - United States Treas Nts 2.25%11/15/27 2.25%1	2.250	11/15/2027	103	96.130	99,895.56	U.S./#Aaa	U.S.	2.970	3.571	2.341	3.120	1.86	2.960	3.571
9128283W8 - United States Treas Nts 2.75%02/15/28 2.75%0	2.750	02/15/2028	51	97.400	49,856.93	U.S./#Aaa	U.S.	3.178	3.575	2.823	3.372	0.93	2.894	3.575
9128285M8 - United States Treas Nts 3.125%11/15/28 3.125%	3.125	11/15/2028	290	98.300	288,517.69	U.S./#Aaa	U.S.	3.822	3.572	3.179	4.121	5.38	2.893	3.572
912828M56 - United States Treas Nts 2.25%11/15/25 2.25%1	2.250	11/15/2025	52	98.220	51,519.51	U.S./#Aaa	U.S.	1.090	3.888	2.291	1.121	0.96	2.897	3.888
91282CDJ7 - United States Treas Nts 1.375%11/15/31 1.375%	1.375	11/15/2031	275	85.720	237,168.51	U.S./#Aaa	U.S.	6.665	3.672	1.604	7.120	4.43	1.802	3.672
91282CEE7 - United States Treas Nts 2.375%03/31/29 2.375%	2.375	03/31/2029	53	95.060	50,388.72	U.S./#Aaa	U.S.	4.200	3.575	2.498	4.493	0.94	3.923	3.575
91282CEP2 - United States Treas Nts 2.875%05/15/32 2.875%	2.875	05/15/2032	105	94.600	100,478.44	U.S./#Aaa	U.S.	6.761	3.694	3.039	7.617	1.88	3.409	3.694
91282CFV8 - United States Treas Nts 4.125%11/15/32 4.125%	4.125	11/15/2032	281	102.940	293,671.13	U.S./#Aaa	U.S.	6.894	3.702	4.007	8.121	5.48	3.575	3.702
91282CGM7 - United States Treas Nts 3.5%02/15/33 3.5%02	3.500	02/15/2033	200	98.330	197,573.04	U.S./#Aaa	U.S.	7.209	3.734	3.599	8.373	3.69	3.452	3.734
91282CGS4 - United States Treas Nts 3.625%03/31/30 3.625%	3.625	03/31/2030	50	100.150	50,084.96	U.S./#Aaa	U.S.	4.939	3.595	3.620	5.493	0.93	3.631	3.595
91282CJL6 - US Treasury N/B	4.875	11/30/2025	52	101.110	53,436.05	U.S./#Aaa	U.S.	1.121	3.884	4.821	1.162	1.00	4.864	3.884
91282CJN2 - US Treasury N/B	4.375	11/30/2028	48	103.100	50,199.48	U.S./#Aaa	U.S.	3.783	3.566	4.243	4.162	0.94	4.284	3.566
91282CKC4 - US Treasury N/B	4.250	02/28/2031	49	103.500	50,899.09	U.S./#Aaa	U.S.	5.594	3.633	4.106	6.408	0.95	4.273	3.633
91282CKK6 - US Treasury N/B	4.875	04/30/2026	147	101.720	152,546.80	U.S./#Aaa	U.S.	1.505	3.741	4.793	1.575	2.85	4.806	3.741
91282CKM2 - US Treasury Frn	4.702	04/30/2026	51	99.870	50,940.36	U.S./#Aaa	U.S.	0.015	4.787	4.708	1.575	0.95	4.705	4.787
91282CKQ3 - US Treasury N/B	4.375	05/15/2034	200	104.800	212,928.80	U.S./#Aaa	U.S.	7.888	3.775	4.175	9.616	3.97	3.872	3.775
91282CKX8 - US Treasury N/B	4.250	06/30/2029	131	102.980	136,325.93	U.S./#Aaa	U.S.	4.272	3.561	4.127	4.742	2.54	4.416	3.561

Money Market Funds & CD Ladder					
Description	Symbol/CUSIP	Maturity Date	Coupon	Quantity	Est. Annual Income
CASH & CASH ALTERNATIVES				\$1,940.47	
GOLDMAN SACHS FINANCIAL SQUARE TRSY SOLUTIONS FD INSTL CL M/M 5.24%	FEDXX			7,247,290.47	
JPMORGAN 100% US TREASURY SEC. MONEY MARKET FD CAPITAL CL M/M 5.24%	CJTX			7,905,443.97	
FEDERATED HERMES TRSY OBLIGATION FD INSTL CL IS M/M 5.24%	TOIX			7,870,335.95	
FDIC Insured CD Ladder					
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 10/13/2024 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 10/19/2024 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
PARKWAY B&TC HARWOOD HEIGHTS, IL FDIC # 19008 CERTIFICATE OF DEPOSIT PAYS AT MATURITY 4.2500% DUE 08/29/2025	70153RMT2	8/29/2025	4.250	186,000.00000	\$7,905.00
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:	10			\$24,411,010.86	\$45,405.00

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 10/02/2024)	3.327	07/26/2028	2,694	99.674	2,694,748.97			1.425	4.008	3.339	1.531	100.00	3.601	4.008
Cash														
-														
CASHCASH6 - OPENING BALANCE	0.000	10/03/2024	64	100.000	63,922.87	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.003	2.37	0.000	0.000
ABS														
-														
05522RDH8 - Bank of America Credit Card Trust	4.980	11/15/2026	25	101.990	25,556.29	Aaa		1.970	4.039	4.883	2.115	0.95		4.039
12598LAC0 - Cnh Equipment Tr 2021-C 20261215 0.81000 a-3	0.810	12/15/2026	18	98.140	17,714.03	Aaa	AAA	0.500	4.825	0.825	0.515	0.66		4.825
12660DAC1 - Cnh Equipment Tr 2022-a 20270715 0.00000 a-3	2.940	07/15/2027	42	98.860	42,054.94		AAA	0.760	4.535	2.974	0.786	1.56	2.941	4.535
14041NFZ9 - COMET 2022-A1 A1 2.8% 03/15/2027	2.800	03/15/2027	53	99.170	52,630.18		AAA	0.430	4.764	2.823	0.447	1.95		4.764
14317DAC4 - Carmax Auto Owner Trust 2021-3 20260615 0.00000 a-3	0.550	06/15/2026	20	98.670	19,768.91	Aaa	AAA	0.290	5.342	0.557	0.301	0.73	0.553	5.342
18978GAD6 - Cnh Equipment Trust	4.030	09/15/2031	27	99.790	26,967.48	Aaa		2.530	4.152	4.038	2.737	1.00		4.152
254683CX1 - Discover Card Exe Tr 2022-4 20271015 0.00000 a	5.030	10/15/2027	50	100.690	50,463.77		AAA	0.980	4.396	4.996	1.030	1.87	5.033	4.396
344930AB8 - Ford Credit Auto Owner Trust	5.570	04/15/2028	36	100.190	35,731.77		AAA	0.290	4.984	5.559	0.293	1.33		4.984
41285JAD0 - HDMOT 2023-A A3 5.05% 12/15/2027	5.050	09/15/2027	32	100.430	32,213.91	Aaa		0.770	4.549	5.028	0.781	1.20	5.052	4.549
448977AD0 - Hyundai Auto Rec Tr 2022-a 20261015 0.00000 a-3	2.220	10/15/2026	25	98.920	24,755.75		AAA	0.400	4.983	2.244	0.408	0.92	2.221	4.983
44934QAD3 - Hyundai Auto Receivables Trust	4.840	11/15/2027	27	101.720	27,526.11		AAA	2.100	4.097	4.758	2.268	1.02		4.097
47787JAC2 - John Deere Owner Tr 2022 20260915 0.00000 a-3	2.320	09/15/2026	23	98.870	22,363.50	Aaa		0.450	4.847	2.347	0.463	0.83	2.325	4.847
477911AD3 - John Deere Owner Trust	4.060	09/15/2030	20	99.940	20,021.83	Aaa		2.410	4.178	4.062	2.595	0.74		4.178
47800CAC0 - JDOT 2023-A A3 5.01% 11/15/2027	5.010	11/15/2027	26	100.710	26,246.11	Aaa		1.100	4.462	4.975	1.159	0.97	5.014	4.462
587918AD5 - Mercedes-Benz Auto Receivables Trust	4.800	01/15/2029	50	101.260	50,743.33	Aaa	AAA	1.610	4.040	4.740	1.603	1.88		4.040
65480BAC1 - NAROT 2021-A A3	0.330	10/15/2025	2	99.650	1,633.97	Aaa	AAA	0.060	5.478	0.331	0.063	0.06	0.330	5.478
92348KAD5 - Verizon Master Tr 2021-2 20280420 0.00000 a	0.990	04/20/2028	18	99.800	17,969.94	Aaa	AAA	0.550	1.336	0.992	0.559	0.67		1.336
92348KAH6 - Verizon Master Trust 2022-2 20280720 0.00000 a	1.530	07/20/2028	62	99.020	61,424.02	Aaa	AAA	0.790	2.786	1.545	0.808	2.28	1.534	2.786
92348KAS2 - Verizon Master Trust 2022-4 20281120 0.00000 a	3.400	11/20/2028	52	99.260	51,674.13	Aaa		1.150	4.469	3.425	1.205	1.92		4.469
92348KDE0 - Verizon Master Trust	4.170	08/20/2030	27	100.290	27,122.09	Aaa	AAA	3.150	4.319	4.158	2.877	1.01		4.319
92808VAA0 - Virginia Power Fuel Sec	5.088	05/01/2027	25	101.370	26,148.10	Aaa	AAA	1.177	4.338	5.019	2.578	0.97	5.088	4.338
98164HAD0 - World Omni Auto Receivables Trust	5.270	07/15/2029	26	102.510	26,717.30		AAA	2.110	4.180	5.141	2.288	0.99		4.180
Agencies														
-														
3130AV7L0 - Federal Home Loan Banks Cons Bd 25 Cons B	5.000	02/28/2025	35	100.200	35,235.28	Aaa	AAA	0.399	4.477	4.990	0.408	1.31	5.066	4.477
3130AYPN0 - Federal Home Loan Bank	4.125	01/15/2027	75	101.200	76,561.72	Aaa	AAA	2.164	3.572	4.076	2.288	2.84	4.201	3.572
3133ERNP2 - Federal Farm Credit Bank	4.000	08/06/2027	40	101.160	40,712.89	Aaa	AA+	2.666	3.566	3.954	2.844	1.51	3.967	3.566
3133ERPv7 - Federal Farm Credit Bank	3.750	08/16/2027	80	100.360	80,671.33	Aaa	AA+	2.697	3.616	3.737	2.871	2.99	3.862	3.616
3134GVBB31 - Federal Home Ln Mtg Corp Call 0.75%052825 Call 0	0.750	05/28/2025	56	97.790	54,907.07	Aaa	AAA	0.642	4.202	0.767	0.652	2.04	4.185	4.202
3134GXR63 - Federal Home Ln Mtg Corp Call 4.05%082825 Call 4	4.050	08/28/2025	78	99.840	78,156.00	Aaa	AA+	0.428	4.229	4.056	0.904	2.90	4.553	4.229
742651DW9 - Private Expt Fdg Corp Sr Sec Nt3.25%25 Sr Sec	3.250	06/15/2025	100	99.280	100,245.97	Aaa		0.687	4.295	3.274	0.701	3.72	5.152	4.295
742651DX7 - Private Export Funding Corp. 1.75% Snr Sec Pidi Nts 15/11/20	1.750	11/15/2024	38	99.620	38,108.67	Aaa	AAA	0.118	4.917	1.757	0.121	1.41	2.584	4.917
CMBS														
-														
3137BGK24 - FHLMC Remic Series K-043 20241225 3.06200 a-2	3.062	12/01/2024	17	99.440	16,857.32	Aaa	AAA	0.170	4.990	3.079	0.164	0.63		4.990
CMO														
-														
3136A06K8 - FNMA Remic Trust 2011-91 20260825 2.50000 E	2.500	08/01/2026	3	98.660	2,717.44	Aaa	AAA	0.470	4.733	2.534	0.493	0.10		4.733
3136A6AA2 - FNMA Remic Trust 2012-52 20270525 2.00000 Da	2.000	05/01/2027	19	97.650	18,414.82	Aaa	AAA	0.900	4.623	2.048	0.929	0.68		4.623
3136A73R1 - FNMA Remic Trust 2012-95 20320825 2.00000 Bd	2.000	08/01/2032	71	94.990	67,225.96	Aaa	AAA	2.550	3.996	2.105	2.682	2.49		3.996
3136AFDT8 - FNMA Remic Trust 2013-72 20330425 3.00000 Hg	3.000	04/01/2033	79	97.360	76,810.01	Aaa	AAA	2.100	4.013	3.081	2.205	2.85		4.013
3136AHHB9 - FNMA Remic Trust 2013-124 20281225 2.50000 Bd	2.500	12/01/2028	1	98.440	500.83	Aaa	AA+	0.530	4.653	2.540	0.559	0.02		4.653
3136AYRS4 - FNMA Remic Trust 2017-91 20450625 3.00000 Pc	3.000	06/01/2045	46	98.260	45,102.88	Aaa	AAA	1.680	4.169	3.053	1.764	1.67		4.169
3137AJYG3 - FHLMC Remic Series 3973 20261215 2.50000 Pd	2.500	12/01/2026	15	98.210	14,618.49	Aaa	AA+	0.900	4.306	2.546	0.953	0.54		4.306
3137B1XY3 - FHLMC Remic Series 4204 20280515 1.75000 Hd	1.750	05/01/2028	5	96.900	4,854.77	Aaa	AAA	1.170	4.503	1.806	1.255	0.18		4.503
3137B95Q4 - FHLMC Remic Series 4316 20330315 3.00000 Mh	3.000	03/01/2033	2	99.080	2,198.77	Aaa	AAA	0.460	4.880	3.028	0.430	0.08		4.880
3137BDYM2 - FHLMC Remic Series 4387 20281115 2.00000 E	2.000	11/01/2028	16	97.210	15,345.53	Aaa	AAA	1.180	4.514	2.057	1.252	0.57		4.514
3137BVXR2 - FHLMC Remic Series 4661 20430515 3.00000 Ha	3.000	05/01/2043	10	99.400	10,031.85	Aaa	AAA	0.200	4.878	3.018	0.208	0.37		4.878
31393RTE0 - FHLMC Remic Series 2631 20330615 3.62500 Da	3.625	06/01/2033	5	99.110	5,093.47	Aaa	AA+	0.630	4.732	3.658	0.567	0.19	3.152	4.732
31394CBB7 - FNMA Remic Trust 2005-3 20350225 5.50000 Ap	5.500	02/01/2035	1	103.070	1,461.60	Aaa	AAA	2.370	4.262	5.336	2.644	0.05		4.262
31398FVH1 - Fannie Mae	5.000	08/01/2028	40	100.910	39,937.92	Aaa	AAA	1.630	4.222	4.955	1.863	1.48		4.222
31398SRE5 - FNMA Remic Trust 2010-137 20251225 2.50000 Cj	2.500	12/01/2025	0	98.580	223.95	Aaa	AA+	0.500	4.669	2.536	0.534	0.01	2.500	4.669
38380YR49 - Government National Mortgage Association	3.500	05/01/2045	44	98.800	42,998.72	Aaa	AAA	0.900	4.365	3.543	1.099	1.60		4.365
38384JZW7 - Government National Mortgage Association	5.500	12/01/2028	49	102.070	50,451.61	Aaa	AAA	2.470	4.610	5.388	1.871	1.87		4.610
MBS														
-														
3128MFDL9 - FHLMC Giant Mbs Gold Comb 15 3.500 20320701 3.	3.500	07/01/2032	43	98.910	42,107.33	Aaa	AAA	2.510	3.950	3.539	2.775	1.56	3.111	3.950
3128MFNA2 - FHLMC Giant Mbs Gold Comb 15 3.000 20330501 3.	3.000	05/01/2033	15	97.170	14,400.87	Aaa	AAA	2.980	3.970	3.087	3.090	0.53	2.529	3.970
3132D9SF2 - Freddie Mac	6.000	04/01/2044	19	104.360	19,473.00	Aaa	AAA	1.440	4.911	5.749	2.405	0.72		4.911
3138AS5A6 - FNMA Umbs Int 15 Year 3.500 20260901 3.	3.500	09/01/2026	22	98.960	21,806.29	Aaa	AAA	0.790	4.449	3.537	0.855	0.81	3.954	4.449
3138EP2P8 - FNMA Super Int 15 Year 4.000 20290701 4.	4.000	07/01/2029	41	99.710	40,952.17	Aaa	AAA	1.620	4.017	4.012	1.756	1.52	3.374	4.017
3138ERB90 - FNMA Super Int 15 Year 3.500 20310201 3.	3.500	02/01/2031	9	98.870	8,776.85	Aaa	AAA	2.170	3.948	3.540	2.277	0.33		3.948
3138WCC27 - FNMA Umbs Int 15 Year 3.500 20290701 3.	3.500	07/01/2029	13	98.940	12,816.17	Aaa	AAA	1.750	3.987	3.537	1.888	0.48	2.805	3.987

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 10/02/2024)	3.327	07/26/2028	2,694	99.674	2,694,748.97			1.425	4.008	3.339	1.531	100.00	3.601	4.008
3138WJGA0 - FNMA Umbs Int 15 Year 2.500 20311101 2.	2.500	11/01/2031	3	95.990	2,832.35	Aaa	AAA	2.670	4.010	2.604	2.748	0.11	2.055	4.010
3140X8RF6 - FNMA Super Shrt 10 Year 1.500 20301201 1.	1.500	12/01/2030	16	93.920	14,893.98	Aaa	AAA	2.420	3.924	1.597	2.512	0.55	1.240	3.924
3140XF3M1 - FNMA Super Int 20 Year 4.500 20381101 4.	4.500	11/01/2038	35	100.740	35,153.71	Aaa	AAA	2.200	4.034	4.467	2.455	1.30	4.131	4.034
31417YTV9 - FNMA Pass-Thru Int 20 Year 4.000 20301101 4.	4.000	11/01/2030	14	99.640	13,754.04	Aaa	AAA	2.160	4.041	4.014	2.433	0.51		4.041
31418CG99 - FNMA Umbs Int 20 Year 3.500 20370301 3.	3.500	03/01/2037	3	97.570	3,184.19	Aaa	AAA	4.010	4.127	3.587	4.518	0.12	3.100	4.127
31418CMJ0 - FNMA Umbs Int 15 Year 3.000 20320701 3.	3.000	07/01/2032	14	97.150	13,388.09	Aaa	AAA	2.800	3.964	3.088	2.937	0.50	2.531	3.964
31418DY55 - FNMA Umbs Shrt 10 Year 1.500 20310501 1.	1.500	05/01/2031	12	93.570	10,965.88	Aaa	AAA	2.590	3.964	1.603	2.663	0.41	1.265	3.964
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	04/01/2031	5	98.730	4,625.03	Aaa	AAA	1.950	3.917	3.545	1.973	0.17	2.851	3.917
83164MP94 - Sba Pc Var Qtrly Adj 5.250 20281225 5.	6.250	11/01/2028	12	100.230	11,804.83	Aaa	AAA	0.370	5.222	6.236	2.225	0.44		5.222
Treasuries														
-														
91282CDN8 - United States Treas Nts 1%12/15/24 1%12/1	1.000	12/15/2024	189	99.290	188,220.97	U.S./#Aaa	U.S.	0.198	4.530	1.007	0.203	6.98	1.506	4.530
91282CEQ0 - United States Treas Nts 2.75%05/15/25 2.75%0	2.750	05/15/2025	20	99.080	20,025.24	U.S./#Aaa	U.S.	0.603	4.266	2.776	0.616	0.74	4.068	4.266
91282CFP1 - United States Treas Nts 4.25%10/15/25 4.25%1	4.250	10/15/2025	22	100.300	22,500.29	U.S./#Aaa	U.S.	1.003	3.950	4.237	1.036	0.83	3.922	3.950
91282CHB0 - US Treasury N/B	3.625	05/15/2026	120	99.860	121,486.89	U.S./#Aaa	U.S.	1.553	3.713	3.630	1.616	4.51	4.108	3.713
91282CHU8 - US Treasury N/B	4.375	08/15/2026	156	101.270	158,871.42	U.S./#Aaa	U.S.	1.779	3.664	4.320	1.868	5.90	4.506	3.664
91282CKA8 - US Treasury N/B	4.125	02/15/2027	132	101.160	134,241.41	U.S./#Aaa	U.S.	2.241	3.608	4.078	2.373	4.98	4.542	3.608
91282CLL3 - US Treasury N/B	3.375	09/15/2027	108	99.520	107,652.77	U.S./#Aaa	U.S.	2.780	3.547	3.391	2.953	3.99	3.524	3.547

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 10/02/2024)	3.567	06/26/2028	3,831	99.722	3,836,417.82			1.668	4.091	3.578	1.804	100.00	3.588	4.091
Cash														
CASHCASH6 - OPENING BALANCE	0.000	10/03/2024	14	100.000	13,685.10	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.003	0.36	0.000	0.000
ABS														
05522RDH8 - Bank of America Credit Card Trust	4.980	11/15/2026	33	101.990	33,734.31	Aaa		1.970	4.039	4.883	2.115	0.88		4.039
12660DAC1 - Cnh Equipment Tr 2022-a 20270715 0.00000 a-3	2.940	07/15/2027	66	98.860	65,066.15		AAA	0.760	4.535	2.974	0.786	1.70	2.941	4.535
12666DAB7 - Cnh Equipment Trust	5.900	09/15/2030	12	100.430	12,078.78	Aaa		0.390	4.876	5.875	0.400	0.31		4.876
14044EAD0 - Capital One Prime Auto Receivables Trust	5.820	03/15/2027	33	102.450	33,899.20	Aaa		1.520	4.357	5.681	1.600	0.88		4.357
14317DAC4 - Carmax Auto Owner Trust 2021-3 20260615 0.00000 a-3	0.550	06/15/2026	27	98.670	26,199.77	Aaa	AAA	0.290	5.342	0.557	0.301	0.68	0.553	5.342
18978GAD6 - Cnh Equipment Trust	4.030	09/15/2031	39	99.790	38,953.03	Aaa		2.530	4.152	4.038	2.737	1.02		4.152
254683CX1 - Discover Card Exe Tr 2022-4 20271015 0.00000 a	5.030	10/15/2027	48	100.690	48,445.21		AAA	0.980	4.396	4.996	1.030	1.26	5.033	4.396
41285JAD0 - HDMOT 2023-A A3 5.05% 12/15/2027	5.050	09/15/2027	44	100.430	44,294.13	Aaa		0.770	4.549	5.028	0.781	1.15	5.052	4.549
448977AD0 - Hyundai Auto Rec Tr 2022-a 20261015 0.00000 a-3	2.220	10/15/2026	34	98.920	33,630.46		AAA	0.400	4.983	2.244	0.408	0.88	2.221	4.983
44934QAD3 - Hyundai Auto Receivables Trust	4.840	11/15/2027	76	101.720	77,480.90		AAA	2.100	4.097	4.758	2.268	2.02		4.097
47787JAC2 - John Deere Owner Tr 2022 20260915 0.00000 a-3	2.320	09/15/2026	31	98.870	30,380.61	Aaa		0.450	4.847	2.347	0.463	0.79	2.325	4.847
587918AD5 - Mercedes-Benz Auto Receivables Trust	4.800	01/15/2029	67	101.260	67,996.07	Aaa	AAA	1.610	4.040	4.740	1.603	1.77		4.040
65480BAC1 - NAROT 2021-A A3	0.330	10/15/2025	5	99.650	5,421.80	Aaa	AAA	0.060	5.478	0.331	0.063	0.14	0.330	5.478
92348KAH6 - Verizon Master Trust 2022-2 20280720 0.00000 a	1.530	07/20/2028	30	99.020	29,721.30	Aaa	AAA	0.790	2.786	1.545	0.808	0.77	1.534	2.786
92348KAS2 - Verizon Master Trust 2022-4 20281120 0.00000 a	3.400	11/20/2028	68	99.260	67,573.87	Aaa		1.150	4.469	3.425	1.205	1.76		4.469
92348KDE0 - Verizon Master Trust	4.170	08/20/2030	38	100.290	38,171.82	Aaa	AAA	3.150	4.319	4.158	2.877	0.99		4.319
92808VAA0 - Virginia Power Fuel Sec	5.088	05/01/2027	33	101.370	34,515.49	Aaa	AAA	1.177	4.338	5.019	2.578	0.90	5.088	4.338
98164HAD0 - World Omni Auto Receivables Trust	5.270	07/15/2029	37	102.510	38,020.78		AAA	2.110	4.180	5.141	2.288	0.99		4.180
Agencies														
3130AV7L0 - Federal Home Loan Banks Cons Bd 25 Cons B	5.000	02/28/2025	35	100.200	35,235.28	Aaa	AAA	0.399	4.477	4.990	0.408	0.92	5.066	4.477
3130AYPN0 - Federal Home Loan Bank	4.125	01/15/2027	100	101.200	102,082.29	Aaa	AAA	2.164	3.572	4.076	2.288	2.66	4.201	3.572
3133EN4N7 - Federal Farm Credit Banks Bds Usd (Sec Regd)	4.250	12/20/2024	71	99.900	71,783.96	Aaa	AAA	0.214	4.660	4.254	0.216	1.87	4.330	4.660
3133ERNP2 - Federal Farm Credit Bank	4.000	08/06/2027	56	101.160	56,998.04	Aaa	AA+	2.666	3.566	3.954	2.844	1.49	3.967	3.566
3133ERPv7 - Federal Farm Credit Bank	3.750	08/16/2027	105	100.360	105,881.13	Aaa	AA+	2.697	3.616	3.737	2.871	2.76	3.862	3.616
3134GVB31 - Federal Home Ln Mtg Corp Call 0.75%052825 Call 0	0.750	05/28/2025	122	97.790	119,618.97	Aaa	AAA	0.642	4.202	0.767	0.652	3.12	4.390	4.202
3134GXNM2 - Freddie Mac	2.670	03/25/2027	77	97.510	75,122.68	Aaa	AA+	2.367	3.730	2.738	2.477	1.96	4.415	3.730
3134GXKR63 - Federal Home Ln Mtg Corp Call 4.05%082825 Call 4	4.050	08/28/2025	105	99.840	105,210.00	Aaa	AA+	0.428	4.229	4.056	0.904	2.74	4.553	4.229
742651DX7 - Private Export Funding Corp. 1.75% Snr Sec Pidi Nts 15/11/20	1.750	11/15/2024	70	99.620	70,200.18	Aaa	AAA	0.118	4.917	1.757	0.121	1.83	1.283	4.917
CMBS														
3137BRQH1 - FHLMC Remic Series K-057 20250625 2.20600 a-1	2.206	06/01/2025	21	99.130	20,491.05	Aaa	AAA	0.310	4.879	2.225	0.315	0.53		4.879
CMO														
3136A06K8 - FNMA Remic Trust 2011-91 20260825 2.50000 E	2.500	08/01/2026	7	98.660	7,240.77	Aaa	AAA	0.470	4.733	2.534	0.493	0.19		4.733
3136A73R1 - FNMA Remic Trust 2012-95 20320825 2.00000 Bd	2.000	08/01/2032	99	94.990	94,073.73	Aaa	AAA	2.550	3.996	2.105	2.682	2.45		3.996
3136AGDV1 - FNMA Remic Trust 2013-97 20311125 3.00000 Eb	3.000	11/01/2031	11	99.250	11,263.23	Aaa	AAA	0.270	4.921	3.023	0.266	0.29		4.921
3137A7G46 - Freddie Mac	4.000	05/01/2030	76	100.230	75,754.13	Aaa	AAA	2.180	4.239	3.991	2.416	1.97		4.239
3137ANTK1 - FHLMC Remic Series 4027 20410715 3.50000 Ta	3.500	07/01/2041	69	98.050	67,537.34	Aaa	AAA	2.890	4.124	3.570	3.175	1.76		4.124
3137AWN11 - FHLMC Remic Series 4136 20260115 3.00000 VJ	3.000	01/01/2026	9	98.570	9,317.69	Aaa	AAA	0.650	4.455	3.044	0.668	0.24	2.895	4.455
3137B1MW9 - FHLMC Remic Series 4198 20330115 4.00000 Qp	4.000	01/01/2033	32	99.520	31,733.58	Aaa	AAA	1.480	4.199	4.019	1.573	0.83		4.199
3137B1XY3 - FHLMC Remic Series 4204 20280515 1.75000 Hd	1.750	05/01/2028	20	96.900	19,545.73	Aaa	AAA	1.170	4.503	1.806	1.255	0.51		4.503
3137B95Q4 - FHLMC Remic Series 4316 20330315 3.00000 Mh	3.000	03/01/2033	10	99.080	9,561.62	Aaa	AAA	0.460	4.880	3.028	0.430	0.25		4.880
3137BDYM2 - FHLMC Remic Series 4387 20281115 2.00000 E	2.000	11/01/2028	44	97.210	42,403.75	Aaa	AAA	1.180	4.514	2.057	1.252	1.11		4.514
31393RTE0 - FHLMC Remic Series 2631 20330615 3.62500 Da	3.625	06/01/2033	10	99.110	10,392.49	Aaa	AA+	0.630	4.732	3.658	0.567	0.27	3.152	4.732
31394CBB7 - FNMA Remic Trust 2005-3 20350225 5.50000 Ap	5.500	02/01/2035	7	103.070	7,124.48	Aaa	AAA	2.370	4.262	5.336	2.644	0.19		4.262
31395R2Z0 - Freddie Mac	5.500	01/01/2035	118	102.700	120,978.17	Aaa	AAA	2.720	4.534	5.355	3.090	3.15		4.534
31398FVH1 - Fannie Mae	5.000	08/01/2028	56	100.910	56,940.32	Aaa	AAA	1.630	4.222	4.955	1.863	1.48		4.222
38384JZW7 - Government National Mortgage Association	5.500	12/01/2028	87	102.070	89,260.53	Aaa	AAA	2.470	4.610	5.388	1.871	2.33		4.610
MBS														
3128MFNA2 - FHLMC Giant Mbs Gold Comb 15 3.000 20330501 3.	3.000	05/01/2033	49	97.170	47,878.22	Aaa	AAA	2.980	3.970	3.087	3.090	1.25	2.529	3.970
3132ABS56 - FHLMC Super 15y Fixed 2.000 20320101 2.	2.000	01/01/2032	21	94.590	20,279.02	Aaa	AAA	2.660	4.083	2.114	2.644	0.53	1.622	4.083
3132AEFB7 - FHLMC Super 15y Fixed 3.500 20330201 3.	3.500	02/01/2033	61	98.790	59,859.31	Aaa	AAA	2.160	3.931	3.543	2.370	1.56		3.931
3132D9SF2 - Freddie Mac	6.000	04/01/2044	27	104.360	27,818.57	Aaa	AAA	1.440	4.911	5.749	2.405	0.73		4.911
3140X8BF3 - FNMA Super Int 15 Year 4.000 20340601 4.	4.000	06/01/2034	17	100.060	16,694.09	Aaa	AAA	2.580	3.929	3.998	2.838	0.44	3.499	3.929
3140X8RF6 - FNMA Super Shrt 10 Year 1.500 20301201 1.	1.500	12/01/2030	54	93.920	50,549.25	Aaa	AAA	2.420	3.924	1.597	2.512	1.32	1.240	3.924
31418AJK5 - FNMA Umps Int 20 Year 3.000 20320901 3.	3.000	09/01/2032	65	96.090	62,266.39	Aaa	AAA	2.830	4.019	3.122	3.085	1.62		4.019
31418CB45 - FNMA Pass-Thru Int 20 Year 3.500 20360901 3.	3.500	09/01/2036	24	97.260	23,751.71	Aaa	AAA	3.870	4.092	3.599	4.414	0.62	3.055	4.092
31418CMJ0 - FNMA Umps Int 15 Year 3.000 20320701 3.	3.000	07/01/2032	49	97.150	47,276.68	Aaa	AAA	2.800	3.964	3.088	2.937	1.23	2.531	3.964
31418DY55 - FNMA Umps Shrt 10 Year 1.500 20310501 1.	1.500	05/01/2031	19	93.570	17,944.18	Aaa	AAA	2.590	3.964	1.603	2.663	0.47	1.265	3.964
36202FJC1 - GNMA Pass-Thru M Single Family 4.000 20250820 4.	4.000	08/01/2025	4	99.350	4,235.53	Aaa	AAA	0.410	4.940	4.026	0.416	0.11	3.085	4.940
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	04/01/2031	15	98.730	14,388.97	Aaa	AAA	1.950	3.917	3.545	1.973	0.38	2.851	3.917
83164MP94 - Sba Pc Var Qtrly Adj 5.250 20281225 5.	6.250	11/01/2028	44	100.230	44,268.11	Aaa	AAA	0.370	5.222	6.236	2.225	1.15		5.222
Treasuries														

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 10/02/2024)	3.567	06/26/2028	3,831	99.722	3,836,417.82			1.668	4.091	3.578	1.804	100.00	3.588	4.091
-														
91282CDN8 - United States Treas Nts 1%12/15/24 1%12/1	1.000	12/15/2024	195	99.290	194,196.24	U.S./#Aaa	U.S.	0.198	4.530	1.007	0.203	5.06	0.922	4.530
91282CEQ0 - United States Treas Nts 2.75%05/15/25 2.75%0	2.750	05/15/2025	26	99.080	26,032.81	U.S./#Aaa	U.S.	0.603	4.266	2.776	0.616	0.68	4.068	4.266
91282CFP1 - United States Treas Nts 4.25%10/15/25 4.25%1	4.250	10/15/2025	114	100.300	116,592.41	U.S./#Aaa	U.S.	1.003	3.950	4.237	1.036	3.04	4.200	3.950
91282CHB0 - US Treasury N/B	3.625	05/15/2026	254	99.860	257,147.26	U.S./#Aaa	U.S.	1.553	3.713	3.630	1.616	6.70	4.221	3.713
91282CHU8 - US Treasury N/B	4.375	08/15/2026	300	101.270	305,521.95	U.S./#Aaa	U.S.	1.779	3.664	4.320	1.868	7.96	4.448	3.664
91282CKA8 - US Treasury N/B	4.125	02/15/2027	188	101.160	191,192.32	U.S./#Aaa	U.S.	2.241	3.608	4.078	2.373	4.98	4.542	3.608
91282CLL3 - US Treasury N/B	3.375	09/15/2027	154	99.520	153,504.88	U.S./#Aaa	U.S.	2.780	3.547	3.391	2.953	4.00	3.524	3.547

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 10/02/2024)	3.444	11/09/2027	3,830	99.650	3,834,000.64			1.572	4.060	3.458	1.689	100.00	3.531	4.060
Cash														
CASHCASH6 - OPENING BALANCE	0.000	10/03/2024	19	100.000	19,223.56	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.003	0.50	0.000	0.000
ABS														
05522RDH8 - Bank of America Credit Card Trust	4.980	11/15/2026	34	101.990	34,756.56	Aaa		1.970	4.039	4.883	2.115	0.91		4.039
12680DAC1 - Cnh Equipment Tr 2022-a 20270715 0.00000 a-3	2.940	07/15/2027	66	98.860	65,066.15		AAA	0.760	4.535	2.974	0.786	1.70	2.941	4.535
14044EAD0 - Capital One Prime Auto Receivables Trust	5.820	03/15/2027	33	102.450	33,899.20	Aaa		1.520	4.357	5.681	1.600	0.88		4.357
14317DAC4 - Carmax Auto Owner Trust 2021-3 20260615 0.00000 a-3	0.550	06/15/2026	27	98.670	26,914.31	Aaa	AAA	0.290	5.342	0.557	0.301	0.70	0.553	5.342
18978GAD6 - Cnh Equipment Trust	4.030	09/15/2031	35	99.790	34,957.84	Aaa		2.530	4.152	4.038	2.737	0.91		4.152
254683CX1 - Discover Card Exe Tr 2022-4 20271015 0.00000 a	5.030	10/15/2027	39	100.690	39,361.74		AAA	0.980	4.396	4.996	1.030	1.03	5.033	4.396
41285JAD0 - HDMOT 2023-A A3 5.05% 12/15/2027	5.050	09/15/2027	45	100.430	45,300.81	Aaa		0.770	4.549	5.028	0.781	1.18	5.052	4.549
448977AD0 - Hyundai Auto Rec Tr 2022-a 20261015 0.00000 a-3	2.220	10/15/2026	34	98.920	34,097.55		AAA	0.400	4.983	2.244	0.408	0.89	2.221	4.983
47787JAC2 - John Deere Owner Tr 2022 20260915 0.00000 a-3	2.320	09/15/2026	31	98.870	30,802.56	Aaa		0.450	4.847	2.347	0.463	0.80	2.325	4.847
47788UAC6 - John Deere Owner Tr 2021 20250915 0.00000 a-3	0.360	09/15/2025	1	99.830	644.68	Aaa		0.030	5.729	0.361	0.030	0.02		5.729
477911AD3 - John Deere Owner Trust	4.060	09/15/2030	38	99.940	38,041.48	Aaa		2.410	4.178	4.062	2.595	0.99		4.178
47800CAC0 - JDOT 2023-A A3 5.01% 11/15/2027	5.010	11/15/2027	72	100.710	72,681.54	Aaa		1.100	4.462	4.975	1.159	1.90	5.014	4.462
587918AD5 - Mercedes-Benz Auto Receivables Trust	4.800	01/15/2029	68	101.260	69,010.93	Aaa	AAA	1.610	4.040	4.740	1.603	1.80		4.040
65480BAC1 - NAROT 2021-A A3	0.330	10/15/2025	5	99.650	5,347.53	Aaa	AAA	0.060	5.478	0.331	0.063	0.14	0.330	5.478
92348KAH6 - Verizon Master Trust 2022-2 20280720 0.00000 a	1.530	07/20/2028	72	99.020	71,331.12	Aaa	AAA	0.790	2.786	1.545	0.808	1.86	1.534	2.786
92348KAS2 - Verizon Master Trust 2022-4 20281120 0.00000 a	3.400	11/20/2028	72	99.260	71,548.80	Aaa		1.150	4.469	3.425	1.205	1.87		4.469
92348KDE0 - Verizon Master Trust	4.170	08/20/2030	38	100.290	38,171.82	Aaa	AAA	3.150	4.319	4.158	2.877	1.00		4.319
92808VAA0 - Virginia Power Fuel Sec	5.088	05/01/2027	34	101.370	35,561.42	Aaa		1.177	4.338	5.019	2.578	0.93	5.088	4.338
98164HAD0 - World Omni Auto Receivables Trust	5.270	07/15/2029	37	102.510	38,020.78		AAA	2.110	4.180	5.141	2.288	0.99		4.180
Agencies														
3130AYPN0 - Federal Home Loan Bank	4.125	01/15/2027	105	101.200	107,186.41	Aaa	AAA	2.164	3.572	4.076	2.288	2.80	4.201	3.572
3133EN4N7 - Federal Farm Credit Banks Bds Usd (Sec Regd)	4.250	12/20/2024	71	99.900	71,783.96	Aaa	AAA	0.214	4.660	4.254	0.216	1.87	4.330	4.660
3133ERNP2 - Federal Farm Credit Bank	4.000	08/06/2027	57	101.160	58,015.87	Aaa	AA+	2.666	3.566	3.954	2.844	1.51	3.967	3.566
3133ERP3V - Federal Farm Credit Bank	3.750	08/16/2027	76	100.360	76,637.77	Aaa	AA+	2.697	3.616	3.737	2.871	2.00	3.862	3.616
3134GVB31 - Federal Home Ln Mtg Corp Call 0.75%052825 Call 0	0.750	05/20/2028	78	97.790	76,477.70	Aaa	AAA	0.642	4.202	0.767	0.652	1.99	4.185	4.202
3134GXNM2 - Freddie Mac	2.670	03/25/2027	77	97.510	75,122.68	Aaa	AA+	2.367	3.730	2.738	2.477	1.96	4.415	3.730
3134GXR63 - Federal Home Ln Mtg Corp Call 4.05%082825 Call 4	4.050	08/28/2025	108	99.840	108,216.00	Aaa	AA+	0.428	4.229	4.056	0.904	2.82	4.553	4.229
742651DX7 - Private Export Funding Corp. 1.75% Snr Sec Pcd Nts 15/11/20	1.750	11/15/2024	72	99.620	72,205.90	Aaa	AAA	0.118	4.917	1.757	0.121	1.88	1.766	4.917
CMBS														
3137BGK24 - FHLMC Remic Series K-043 20241225 3.06200 a-2	3.062	12/01/2024	37	99.440	37,263.55	Aaa	AAA	0.170	4.990	3.079	0.164	0.97		4.990
3137BRQH1 - FHLMC Remic Series K-057 20250625 2.20600 a-1	2.206	06/01/2025	11	99.130	10,896.03	Aaa	AAA	0.310	4.879	2.225	0.315	0.28		4.879
CMO														
3136A06K8 - FNMA Remic Trust 2011-91 20260825 2.50000 E	2.500	08/01/2026	7	98.660	7,240.77	Aaa	AAA	0.470	4.733	2.534	0.493	0.19		4.733
3136A6AA2 - FNMA Remic Trust 2012-52 20270525 2.00000 Da	2.000	05/01/2027	38	97.650	36,968.10	Aaa	AAA	0.900	4.623	2.048	0.929	0.96		4.623
3136A73R1 - FNMA Remic Trust 2012-95 20280825 2.00000 Bd	2.000	08/01/2032	80	94.990	76,281.75	Aaa	AAA	2.550	3.996	2.105	2.682	1.99		3.996
3137B1XY3 - FHLMC Remic Series 4204 20280515 1.75000 Hd	1.750	05/01/2028	18	96.900	17,814.90	Aaa	AAA	1.170	4.503	1.806	1.255	0.46		4.503
3137B95Q4 - FHLMC Remic Series 4316 20330315 3.00000 Mh	3.000	03/01/2033	7	99.080	7,322.52	Aaa	AAA	0.460	4.880	3.028	0.430	0.19		4.880
3137BDYM2 - FHLMC Remic Series 4387 20281115 2.00000 E	2.000	11/01/2028	44	97.210	42,341.12	Aaa	AAA	1.180	4.514	2.057	1.252	1.10		4.514
31393RTE0 - FHLMC Remic Series 2631 20330615 3.62500 Da	3.625	06/01/2033	10	99.110	10,392.49	Aaa	AA+	0.630	4.732	3.658	0.567	0.27	3.152	4.732
31394CBB7 - FNMA Remic Trust 2005-3 20350225 5.50000 Ap	5.500	02/01/2035	6	103.070	6,632.92	Aaa	AAA	2.370	4.262	5.336	2.644	0.17		4.262
31398VWE2 - FHLMC Remic Series 3653 20300415 4.50000 B	4.500	04/01/2030	101	100.760	102,192.40	Aaa	AAA	1.820	4.445	4.466	1.975	2.67	4.496	4.445
38374L5Y3 - GNMA Remic Trust 2005-74 20350916 7.50000 Hb	7.500	09/01/2035	6	101.860	5,777.62	Aaa	AA+	0.870	4.118	7.363	0.962	0.15	6.848	4.118
38384JZW7 - Government National Mortgage Association	5.500	12/01/2028	87	102.070	89,260.53	Aaa	AAA	2.470	4.610	5.388	1.871	2.33		4.610
MBS														
3128MFNA2 - FHLMC Giant Mbs Gold Comb 15 3.000 20330501 3.	3.000	05/01/2033	49	97.170	47,878.22	Aaa	AAA	2.980	3.970	3.087	3.090	1.25	2.529	3.970
3128MMRL9 - FHLMC Giant Mbs Gold Comb 15 3.500 20281101 3.	3.500	11/01/2028	59	98.920	57,904.57	Aaa	AAA	1.580	4.002	3.538	1.682	1.51	3.885	4.002
3128MMVM2 - FHLMC Giant Mbs Gold Comb 15 2.500 20311101 2.	2.500	11/01/2031	43	95.950	41,537.69	Aaa	AAA	2.640	4.017	2.606	2.704	1.08	2.067	4.017
3132A8SY6 - FHLMC Super 15y Fixed 2.000 20320101 2.	2.000	01/01/2032	20	94.580	18,830.51	Aaa	AAA	2.660	4.083	2.114	2.644	0.49	1.622	4.083
3132D9SF2 - Freddie Mac	6.000	04/01/2044	27	104.360	27,818.57	Aaa	AAA	1.440	4.911	5.749	2.405	0.73		4.911
3140X7WA3 - FNMA Super Int 15 Year 2.500 20350201 2.	2.500	02/01/2035	8	96.410	7,878.98	Aaa	AAA	2.190	3.961	2.593	2.296	0.21	2.153	3.961
3140X8BF3 - FNMA Super Int 15 Year 4.000 20340601 4.	4.000	06/01/2034	17	100.060	16,866.20	Aaa	AAA	2.580	3.929	3.998	2.838	0.44	3.499	3.929
3140X8RF6 - FNMA Super Shrt 10 Year 1.500 20301201 1.	1.500	12/01/2030	54	93.920	50,549.25	Aaa	AAA	2.420	3.924	1.597	2.512	1.32	1.240	3.924
31418CG99 - FNMA Umps Int 20 Year 3.500 20370301 3.	3.500	03/01/2037	15	97.570	14,859.55	Aaa	AAA	4.010	4.127	3.587	4.518	0.39	3.100	4.127
31418CMJ0 - FNMA Umps Int 15 Year 3.000 20320701 3.	3.000	07/01/2032	52	97.150	50,205.33	Aaa	AAA	2.800	3.964	3.088	2.937	1.31	2.531	3.964
31418DY55 - FNMA Umps Shrt 10 Year 1.500 20310501 1.	1.500	05/01/2031	65	93.570	60,810.82	Aaa	AAA	2.590	3.964	1.603	2.663	1.59	1.265	3.964
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	04/01/2031	14	98.730	13,361.19	Aaa	AAA	1.950	3.917	3.545	1.973	0.35	2.851	3.917
83164MP94 - Sba Pc Var Qtrly Adj 5.250 20281225 5.	6.250	11/01/2028	53	100.230	53,121.74	Aaa	AAA	0.370	5.222	6.236	2.225	1.39		5.222
Treasuries														
91282CDN8 - United States Treas Nts 1%12/15/24 1%12/1	1.000	12/15/2024	252	99.290	250,961.30	U.S./#Aaa	U.S.	0.198	4.530	1.007	0.203	6.55	0.980	4.530
91282CEQ0 - United States Treas Nts 2.75%05/15/25 2.75%0	2.750	05/15/2025	27	99.080	27,034.07	U.S./#Aaa	U.S.	0.603	4.266	2.776	0.616	0.71	4.068	4.266

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 10/02/2024)	3.444	11/09/2027	3,830	99.650	3,834,000.64			1.572	4.060	3.458	1.689	100.00	3.531	4.060
91282CFP1 - United States Treas Nts 4.25%10/15/25 4.25%1	4.250	10/15/2025	114	100.300	116,592.41	U.S./#Aaa	U.S.	1.003	3.950	4.237	1.036	3.04	4.200	3.950
91282CHB0 - US Treasury N/B	3.625	05/15/2026	293	99.860	296,630.50	U.S./#Aaa	U.S.	1.553	3.713	3.630	1.616	7.74	4.162	3.713
91282CHU8 - US Treasury N/B	4.375	08/15/2026	297	101.270	302,466.73	U.S./#Aaa	U.S.	1.779	3.664	4.320	1.868	7.89	4.447	3.664
91282CKA8 - US Treasury N/B	4.125	02/15/2027	319	101.160	324,416.76	U.S./#Aaa	U.S.	2.241	3.608	4.078	2.373	8.46	4.125	3.608
91282CLL3 - US Treasury N/B	3.375	09/15/2027	154	99.520	153,504.88	U.S./#Aaa	U.S.	2.780	3.547	3.391	2.953	4.00	3.524	3.547

VOLUNTEER COMMITTEES ATTENDANCE REPORT
(JULY – SEPTEMBER 2024)

BOARD OF ADJUSTMENT

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u><i>July 3, 2024</i></u> <i>(Meeting cancelled. Applicant requested their item be postponed)</i>		
<u><i>August 7, 2024</i></u>	<i>Joshua Brister</i>	<i>Stephens</i>
<u><i>September 4, 2024</i></u>	<i>Joshua Brister</i>	<i>Stephens</i>

HARBOR AND WATERWAYS BOARD

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u>July 25, 2024</u> <u>(Meeting cancelled. No items to review)</u>		
<u>August 22, 2024</u> <u>(Meeting cancelled. No items to review)</u>		
<u>September 26, 2024</u> <u>(Meeting cancelled.</u> <u>Anticipated inclement</u> <u>weather from Hurricane</u> <u>Helene)</u>		

HARBOR COMMUNITY REDEVELOPMENT AGENCY
(CRA) ADVISORY COMMITTEE

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u>July 10, 2024</u> <u>(Meeting cancelled. No items to review)</u>		
<u>August 14, 2024</u> <u>(Meeting cancelled. No items to review)</u>		
<u>September 11, 2024</u> <u>(Meeting cancelled for lack of a quorum)</u>	<u>Members that would be unable to attend or did not respond to notice:</u> Jim Green Mike Buckingham Casey Jones Christian Meyers	King Destin Geile Stephens

LOCAL PLANNING AGENCY

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u><i>July 18, 2024</i></u>	<i>Gary Jarvis</i>	<i>King</i>
<u><i>August 8, 2024</i></u>	<i>Todd Buhr</i>	<i>Bagby</i>
<u><i>August 27, 2024</i></u> <u><i>(Meeting cancelled. No items to present)</i></u>		
<u><i>September 3, 2024</i></u> <u><i>(Meeting cancelled. No items to review)</i></u>		
<u><i>September 19, 2024</i></u> <u><i>(Meeting cancelled for lack of quorum)</i></u>	<u><i>Members that would be unable to attend or did not respond to notice:</i></u> <i>Todd Buhr Marcie Bell Gary Jarvis Jay Purut</i>	<i>Bagby Hebert King Geile</i>

PARKS AND RECREATION COMMITTEE

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u>July 23, 2024</u> <u>(Meeting cancelled. Not enough members can attend to form a quorum</u>	<u>Members that would be unable to attend or did not respond to notice:</u> <i>L'Rena Anderson Leslie Schmidt Nikki Johnson</i>	<i>Stephens Schmidt King</i>
<u>August 26, 2024</u>	<i>All Present</i>	
<u>September 24, 2024</u>	<i>L'Rena Anderson Leslie Schmidt Isaac Birch</i>	<i>Stephens Schmidt Geile</i>

PUBLIC WORKS/PUBLIC SAFETY COMMITTEE

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u>July 9, 2024</u>	<i>Curtis Smith Sam Perman</i>	<i>Bagby Destin</i>
<u>August 13, 2024</u>	<i>All Present</i>	
<u>September 20, 2024</u> <u>(Meeting cancelled. No items to review)</u>		

TOWN CENTER COMMUNITY REDEVELOPMENT
AGENCY (CRA) ADVISORY COMMITTEE

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<i><u>July 17, 2024</u></i>	<i>Dorothy Robinson Delores Morrell Marlaine Scanlan</i>	<i>Geile Destin King</i>
<i><u>August 21, 2024</u></i> <i><u>(Meeting cancelled. No item to review)</u></i>		
<i><u>September 18, 2024</u></i> <i><u>(Meeting cancelled. No item to review)</u></i>		

**PUBLIC WORKS/PUBLIC SAFETY
COMMITTEE MEETING MINUTES
DESTIN CITY HALL ANNEX CHAMBERS
TUESDAY, AUGUST 13, 2024 - 5:30 PM**

1. CALL TO ORDER & PLEDGE OF ALLEGANCE:

Chairman Wood called the Public Works/Public Safety Committee to order on Tuesday, August 13, 2024, at 5:30 p.m. at the City Hall Annex Chambers

2. ROLL CALL:

Members Present

James T. Wood, Jr.
John Green
Tom Weidenhamer
Marcie Bell
Tammy Weidenhamer
Curtis Smith
Sam Perman

Staff

Kim Montgomery Deputy City Clerk
Michael Burgess PW Director
Ryan Scott City Engineer
Joe Bodi, Engineering Assistant II

3. APPROVAL OF MINUTES:

➤ **July 9, 2024**

Motion to approve the minutes of the July 9, 2024, meeting was made by Committee member Weidenhamer with Committee member Bell providing the second. The motion passed 7-0.

4. NEW BUSINESS:

➤ **Old Pass Court at Gulf Shore Drive, Citizen Complaint – *Item pulled complaint withdrawn***

➤ **Airport Road & Destin Commons Drive Pedestrian Intersection Improvements – Joe Bodi**

The Engineering Assistant II, Joe Bodi provided the members an overview of the project is to provide improved pedestrian facilities at Airport Road and Commons Drive Intersection. He noted that, while there is an existing crosswalk, with the future the Linear Park exit being at this location, staff is looking to make the intersection safer for the pedestrians. The project aims to implement signalization at both points for the intersection for those crossing to Commons Drive. Currently, staff is seeking funding for the design stage, with plans to pursue grant opportunities.

The members discussed funding options, including the possibility of using the Okaloosa County ½ penny sales tax funds and applying for additional grants.

Staff recommends the following intersection improvements be completed before the Linear Trail Project is completed, to help ensure pedestrian's safety at this busy intersection. Staff obtained a quote of \$64,500.00 for design from Volkert, Inc. (continuing services consultant). The services include:

- Updating the survey
- Geotechnical and subsurface services
- Design of the pedestrian sidewalk/crosswalk facilities
- Traffic signal timing considerations

Chairman Wood suggests waiting for the design completion.

Motion by Committee member Bell to recommend City Council approve the funds for design and permitting with 50% coming from Public Works/Safety Committee and 50% from Engineering Professional Services for a total of \$64,500.00, with committee member Weidenhamer providing the second. In discussion, Mr. Bodi explained how having the design already in place will provide the city with a number of grant opportunities.

➤ **Speed Study and Traffic Calming at Calhoun Ave. & Hickory Street**

Mr. Bodi reminded the members of a citizen complaint about speeding on Calhoun Avenue near Dalton Threadgill Park that was received and was presented to them at their July 9th meeting, and how the committee requested the Engineering Division present alternative traffic calming approaches and potential locations for speed humps on Calhoun Avenue. In response to their request, staff conducted a Stealth Speed Study between Hickory Street and Carter Lane on Calhoun Avenue from June 13-17 and where the speed tables would possibly be installed and it did meet the 85th percentile requirements. Mr. Bodi informed the members that they would potentially be installed 125 feet north/northwest of Carter Lane and 350 feet south of the area and at the same time, making sure to install them so that they would not interfere with any permitted driveway cuts or too close to the intersections. He then provided the members with a Power Point Presentation, that is available to the members and the public on both the website, and in their agenda packet, of roadway improvements that can be implemented to slow traffic down, and also suggested bringing in the area public for discussions and a survey form to fill out on options they'd like to see implemented. He explained further that at this time, staff recommends the Committee postpone the installation of speed bumps on this general stretch of roadway and use this opportunity to choose an alternative methods to slow down drivers.

According to the City Engineer, Mr. Ryan Scott he suggests to first create an optical illusion by painting the lines at the curves to narrow the lanes and then have a speed study performed afterwards to see if there is a reduction in speed for that immediate area.

Committee member Smith agreed as well as implementing the three way stop at the intersection or suggested a mini urban roundabout for consideration.

Vice Chair Green stated that he agrees with the form for the residents to fill out, but spoke against the speed tables and humps, saying they are a waste of funds, cost too much, and feels they don't work.

Motion by Chairman Wood to recommend the narrower striping in the curves on the roadway as discussed by Mr. Scott and Committee member Smith and then review the results of the speed study to see if they have reduced the speeding. Committee member Perman provided the second, the motion passed 7-0.

D). Pedestrian Crossing/Speed Limit Reduction, Beach Drive at Sea View Drive

Mr. Burgess discussed the email that was received by Pastor Farris with his concerns of the recent traffic accident involving a pedestrian that was hit by a car, and his suggestions he made in his email for crosswalk to be installed and rumble strips. He asked the members for their input on the situation, but also pointing out that rumble strips are very noisy, and he does not recommend them simply because of the residential homes in the immediate area, and how they may not appreciate the noise they make as cars go over them at night.

Committee member Tom Weidenhamer agreed with the idea for a new crosswalk and rumble strips should be installed, but to also take in consideration of the residents and the problem that the rumble strips may cause.

Motion by Committee member Tom Weidenhamer, seconded by Committee member Bell to recommend Council direct staff to install a new pedestrian crosswalk and signage at Beach Drive at Sea View Drive.

Committee member Bell questioned if a flashing beacon could be installed at this location.

According to Mr. Scott, because of the location of the accident, the fact that the person was jaywalking, as well as the nearness of a crosswalk, that is within 400-feet in the immediate area, he does not recommend another crosswalk be installed at this location, and possibly have one installed at Mountain Drive instead, which is a more heavily used road.

Committee member Tom Weidenhamer agreed and amended his motion for the crosswalk at Mountain Drive, with Committee member Bell seconding the amendment. Committee member Bell questioned the presence of an actual sidewalk, which a brief discussion commenced regarding the necessary work to clean and straighten the sidewalks and necessary signals and signage. **With no further discussion, the motion passed 7-0.**

5. DISCUSSION

Committee member Marcie Bell – spoke of how the property at Hobby Lobby that was discussed at the last meeting looks to be mowed. Committee member Tammy Weidenhamer agreed it was, but there are still other issues that have not been addressed regarding trash and overgrown areas into the road.

Chairman Wood – Asked that the other two crosswalks that are on Beach Drive in the same general location of what they discussed earlier get the proper signage necessary because, currently, there are none. He also mentioned his ride-along he took with the Florida Patrol and the tickets that were given out to people that were driving without their headlights on at midnight and they all either did not have their driver's license or insurance either.

Committee member Curtis Smith – Asked about the progress of the inventory of the roads for paving projects. According to Mr. Burgess he had a conference call with iWorks for an IA assessment to identify all issues to compile. Committee member Smith also mentioned how Airport Road's condition is deteriorating and will need to be resurfaced soon. According to Mr. Burgess, it is on the future resurfacing schedule and will most likely have to be done in segments, not including the surface area that has the special treatment on the area of the curve.

Tammy Weidenhamer – Again addressed the overgrown areas in the parking lot of Hobby Lobby shopping center, as well as mentioned the lights in the Marler Parking Lot are flashing like a disco. Mr. Burgess stated that staff is aware, and they have been reported to Florida Power, who maintains the light for the city.

5. CONTINUING BUSINESS:

➤ Stormwater/Floodplain

Chairman Wood opened this item to the public to speak on any issues they may have, with no one coming forward, he closed the public on the topic.

6. ADJOURNMENT:

Having no further business at this time, the meeting adjourned at 6:50 p.m.

Adopted and approved this _____ day of _____ 2024.

James T. Wood, Jr. Vice Chairman

Rey Bailey, City Clerk

**MINUTES OF THE
PARKS & RECREATION COMMITTEE
MEETING DESTIN CITY HALL BOARDROOM
AUGUST 26, 2024 MEETING - 4:00 PM**

1. CALL TO ORDER:

Chair Trammell called the Parks & Recreation meeting to order at 4:00 p.m. on Tuesday, August 26, 2024, in the Destin City Hall Annex Chambers with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present Members Absent

Sandy Trammell
Nikki Johnson
Isacc Birch
Autumn Weidenhamer
Leslie Schmidt
Brian Otto
L'Rena Anderson (in at 4:20 PM)

Staff Present

Kim Montgomery Deputy City Clerk
Lisa Firth Recreation Director
Ryan Reed Dep. Recreation Director
Ryan Scott City Engineer
Jeff Cozadd Grants and Projects Manager
Bryan Keller Parks & Rec.
Mayor Bobby Wagner

4. APPROVAL OF MINUTES:

➤ *May 28, 2024*

Motion to approve the May 28, 2024, Parks & Recreation Committee Meeting minutes as written was made by Vice Chair Johnson with Committee member Birch providing the second. The motion passed 6-0, member Anderson was not present for the vote.

➤ *June 18, 2024*

Motion to approve the June 18, 2024, Parks & Recreation Committee Meeting minutes as written was made by Vice Chair Johnson with Committee member Weidenhamer providing the second. The motion passed 6-0, member Anderson was not present for the vote.

5. OLD BUSINESS:

A. Destin Dog Park Maintenance Schedule

Vice Chair Johnson and Committee member Schmidt agreed to switch their assigned monthly duties. The members briefly discussed the bulletin board that used to be kept up to date. The members agreed to start keeping it updated with new content and cleaned, as part of their monthly duties.

B. Rescue Tube Presentation - Mr. Dion Bonieves and Wayne Bernheisel

- Mr. Bernheisel presented data showing the effectiveness of the rescue tubes, which have been used successfully in Hawaii and other areas.
- There are 600 rescue tubes deployed nationwide, with 200 confirmed rescues and zero rescue deaths.
- The Rotary Club of Destin has proposed to install these tubes at 13 local beaches access locations.
- The cost estimate for the wooden posts is roughly \$2,500
- The cost estimate for vinyl posts is roughly \$3,250.00

The Committee members discussed the installation logistics, possible vandalism, liability concerns, and storm preparedness issues.

Motion by Committee member Birch, seconded by Vice Chair Johnson to recommend finding funding sources for the request and recommend City Council approve the installation to install rescue tubes at the beach accesses. The motion passed 6-0, Committee member Anderson was not present for the vote.

****Committee member Anderson entered the meeting****

C. Boardwalk Under the Marler Bridge

Mr. Ryan Scott City Engineer presented the preliminary plans for this project to the members. The design includes:

- Extending the boardwalk from the Emerald Grande to underneath the Marler Bridge with removable sections to facilitate maintenance by FDOT,
- Making Zerbe Street or Siebert Avenue one way
- Addition of a parking garage with ADA compliant pedestrian paths, sidewalks, and crosswalks connecting to the boardwalk to improve accessibility and safety.

Vice Chair Johnson spoke of how so many people cross Hwy. 98 where they're not supposed to and suggested the installation of barriers in the medians, similar to the ones that are along the Las Vegas Strip, to prevent pedestrians from jaywalking.

Motion by Chair Trammell, seconded by Committee member Birch to recommend City Council direct staff to proceed with the conceptual design for the project. The motion passed with a unanimous vote of 7-0.

D. Pickleball Court Project – 100% Plans

The City Engineer briefly explained the project to the members that were not previously aware of it. He spoke of how the project would be done in phases as previously discussed, with phase 1 being the courts, phase 1A parking, and phase 1B a shade structure, and that the project is expected to exceed the budget by about \$66k.

Mr. Jeff Cozadd, Grants and Projects Manager briefly explained how there are potential upcoming grant opportunities to apply to for this project next month to help fund this project, which would help offset the cost, with the award being sometime in July 2025.

Motion by Vice Chair Johnson to recommend City Council direct staff to find additional funding sources to have Phase 1, 1A and 1B included in the initial phase 1 construction with Committee member Weidenhamer providing the second, the motion passed 7-0.

E. Public Restrooms & Field House Morgan Sports Center & Storage Facility Project

Mr. Cozadd explained how the current restrooms are not sufficient for the amount of people that are now coming for tournaments and this proposed project would improve what is out there and possibly allow room for additional storage for the recreational equipment. A diagram of the proposal was shown to the members and all agreed that this would be a beneficial addition to the Sports Complex, particularly for the tournaments. Mr. Cozadd spoke of grant opportunities available for this project, and that it will be placed on the 5-year CIP for future consideration. There was a brief discussion regarding the possibility to have a pavilion off to the side from the bathrooms.

Motion by Chair Trammell, seconded by Vice Chair Johnson to recommend proceeding with the project including proceeding with the grant application to include a pavilion into the plans. In discussion, Mr. Cozadd advised against including the pavilion into the project. **Chair Trammell amended the motion to remove the pavilion with Vice Chair Johnson in agreement to the amendment, the motion passed 7-0.**

7. STAFF & MEMBER COMMENTS:

Mrs. Lisa Firth, Parks & Recreation Director mentioned batting cages will soon be added to the Morgan Sports Center. She also mentioned that the lights are being installed this winter in the off season and how they will be more eco friendly and not use as much electricity because of LED lighting. She also mentioned that the Community Center is scheduled to have the windows replaced in 2025.

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Sandy Trammell – Spoke of how invasive the vine, Virginia Creeper is and brought a price of the plant to show the members what to look for, and if they see it growing in any of the city parks, to remove it as it will climb up trees and eventually kill them.

Nikki Johnson – Asked the members if they would be interested in having a P&R float in the Destin Christmas Parade. With all members agreeing, she asked staff to add this to their agenda for the September Meeting.

****Leslie Schmidt left the meeting at 5:00 PM****

Vice Chair Johnson then expressed her concern over the situation that has arisen about the State of Florida allowing commercial development in State Parks and how she is against this, and asked the members if they are in agreement, and if so, she would like to the committee and City Council to take a stance against any commercial development in State Parks.

Motion by Vice Chair Johnson, seconded by Committee member Weidenhamer to recommend City Council take a stance against any commercial construction in any State Parks in the State of Florida. In discussion, Mayor Wagner stated that he too is against this and would be bringing a Resolution at the next Council meeting. Committee member Birch stated that he is not against the motion, however, he has a conflict of interest to the subject and motion since his son is a Florida State Park Ranger.

Vice Chair Johnson amended her motion for the Parks and Recreation Committee to support Mayor Wagner's Resolution, with Committee member Weidenhamer seconding the amendment, A roll call vote of 5-0 was taken, with Committee member Schmidt not being present for the vote and Committee member Birch not voting due to a personal conflict of interest.

Autumn Weidenhamer – Provided an update on the Pooch Palooza and asked that it be added to their work plans for 2025, as well as have an account set up and earmarked for an annual event.

Motion by Committee member Weidenhamer to add the Pooch Palooza event as a work plan item with Vice Chair Johnson providing the second. The motion passed 6-0 with Committee member Schmidt not being present for the vote.

Committee member Weidenhamer also spoke of her past conversation for little libraries and asked the committee if they were agreeable for one to be installed at the Destin

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Dog Park. She also stated that she has found out that the Destin High School students would be willing to volunteer to paint any of the boxes, if approved.

Motion by Committee member Weidenhamer, seconded by Vice Chair Johnson to have a little library box installed at the Dog Park. The motion passed with a 6-0 vote with Committee member Schmidt not being present for the vote.

Mrs. Firth informed the members that the State will be commencing the construction on the Norriego Point Park after Labor Day and will continue work up to Memorial Day. She announced that the road into the park will be closed and they will attempt to keep the embayments open however, the harbor side will also be closed to the public. She then briefly explained the bid opening date for the Clement Taylor Park and the preliminary timeline for the project.

Mr. Ryan Scott, City Engineer, mentioned that the Dalton Threadgill Park Stormwater Plan was discussed at the recent Council meeting and there are concerns about major encroachment onto three adjacent properties.

• Public Comment

Miss Birch, 719 Legion Drive, discussed the issue about commercialization of State Park land and how it is destroying the forests in this country and displacing the forest rangers.

ADJOURNMENT:

Having no further discussions, the meeting adjourned at 5:45 PM.

Adopted and approved this ____ day of _____ 2024.

Sandy Trammell, Chairwoman

Kim Montgomery, Deputy City Clerk

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**BOARD OF ADJUSTMENT
DESTIN CITY HALL ANNEX CHAMBERS
WEDNESDAY, SEPTEMBER 4, 2024
5:30 P.M.**

1. CALL TO ORDER:

Chairman Weidenhamer called the Board of Adjustment Meeting to order at 6:00 p.m., on Wednesday, September 4, 2024, at Destin City Hall Annex Chambers.

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

Present:

Tom Weidenhamer
Robert Pinard
David Emerson
James Moomaw

Absent:

Staff Present:

Kim Montgomery, City Clerk
Steve O'Connor Principal Planner

4. APPROVAL OF MINUTES: None

5. NEW BUSINESS:

A. BOA-001420-2024 – Industrial Park Road Signs Variance Request

Mr. O'Connor announced for the record that the applicant has agreed waive the Notice and the Application into the record. The Clerk swore in the following individuals for testimony:

- Michael Rutledge of Signs Galore, Inc
- Senior Planner Daniel Butler

The city's Principal Planner Steve O'Connor provided the following report to the members regarding the request:

The request is for two variances from Land Development Code Section 16.04.00.A.3: a 2' variance to allow the required 10' ground sign setback from the property line to be reduced to 8' at 250 Industrial Park Road and a request for a 5' variance to allow the required 10' ground sign setback from the property line to be reduced to 5' at 150 Industrial Park Lane. He then read through each of the six criteria in the Code that must be met in order for the board to grant the Variance request.

Chairman Weidenhamer asked when the signs were erected. According to Mr. Rutledge, he is not positive of the exact date, however, it was in the May/June timeframe. Chairman

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Weidenhamer then asked the applicant if he erected the signs prior to the permit being issued. According to Mr. Rutledge, he had sent in the application for the permit but did install the sign before the permit was issued.

Board member Pinard asked if there was any reason for a hold up on the review or approval process that may have caused a delay. According to Mr. O'Connor, staff had requested a set of plans to be submitted which in turn, caused the resubmittal process, but the signs by then, had already been installed.

Board member Emerson asked the applicant why he went ahead and built the signs without first receiving the required response from staff or permits. Mr. Rutledge explained to the members that the reasoning why he installed the signs where he did is because the right-of-way is larger than they realized, and the parking is in the right of way as well, and they simply made a mistake by not reviewing the survey. Additionally, he feels that under these circumstances, which to him are special, they met the minimum of each of the six requirements, the signs are wayfinding and not to advertise the businesses, and although he realizes his error in his calculations, he did not think there was enough room for the sign to be located anywhere else.

Board member Weidenhamer made the motion for the Board of Adjustment to approve the Variance Request, BOA-001420-2024 with Board member Pinard providing the second. In discussion, Board member Moomaw stated that the request does not meet the six requirements to approve the Variance request. With no further discussion, Chairman Weidenhamer call for the vote on the motion and the motion failed with a split vote of 2-2, therefore the Variance request is denied.

6. OTHER BUSINESS: None.

7. ADJOURNMENT:

There being no further business the meeting was adjourned at 6:10 p.m.

Adopted and approved this _____ day of _____ 2024.

Tom Weidenhamer, Chairman

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2024

TYPE OF AGENDA ITEM: Announcement

AGENDA OUTLINE NUMBER: 4.H.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2024**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 5.A.**TO:** City Council**THRU:** Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney**FROM:** Steve O'Connor, Principal Planner
Tina Deater, Community Development Director**DATE:** September 27, 2024**SUBJECT:** Second reading of Ordinance 24-15-CC - Relating to livery vessels; amending Sections 13-141 "Definitions" and 13-144 "Application for Permit" of the City of Destin Code or Ordinances.

I. BACKGROUND: On June 3, 2024, at the request of Council Member Stephens, the City Council discussed further clarifying the definition of livery vessels to more specifically address "Bare Boat Charters." Bare Boat Charters, by federal regulations, require that a captain is not assigned to that vessel, and a captain is selected if the charterer so chooses. Therefore, the vessel is not always under the control of a licensed captain as required by the exemption within the City's definition of a livery. Staff presented the current definition and received recommended definitions from the Harbor CRA Advisory Committee, the Harbor & Waterways Board, and the Harbor Steering Committee.

II. DISCUSSION:

Although different iterations of the definition have been discussed at various meetings and boards, below is the proposed new definition from Staff and the City Attorney, based on discussion with external agency partners, the Harbor Community Redevelopment Area - Advisory Committee (HCRA-AC), Harbor & Waterways Board (HWB), Harbor Steering Committee (HSC), and interested individuals.

Sec. 13-141. - Definitions.

Livery vessel is as defined in F.S. § 327.02, but does not mean: (1) a vessel under the control at all times by a United States Coast Guard licensed Captain where the control and responsibility of the vessel, crew and passengers has not been relinquished to the renter or charterer; or (2) paddleboards, kayaks, canoes, and sailboats, or any other vessel not powered by an internal combustion engine or a sail (sailboards excluded).

a. A "bareboat charter" is a livery vessel. Provision of a list of possible captains to the lessee or renter of the vessel means that the vessel is not under the control of a USCG licensed Captain at all times and shall therefore not exclude such vessel from the definition of a livery vessel.

b. Each vessel that is included within the fleet of a boat club is a livery vessel unless it otherwise meets the exemption set forth herein.

Also add the following to City Code in an appropriate location:

Any person or entity that rents, leases or charters one or more vessels to another but claims their vessel or vessels are excluded from the definition of a livery vessel because the vessel or vessels are under the control of a United States Coast Guard licensed Captain at all times must provide satisfactory evidence to the City of such claim by providing to the City one valid, current copy of the Captain's license assigned at all times to each excluded vessel and must show that the control and responsibility of the vessel, crew and passengers has not been relinquished to the renter or charterer.

Previously reviewed and discussed by the HCRA-AC and the HWB:

Livery vessel is as defined in F.S. § 327.02, but does not mean: (1) a vessel under the control at all times by a United States Coast Guard licensed Captain; or (2) paddleboards, kayaks, canoes, and sailboats ~~or any other vessel not powered by an internal combustion engine or a sail (sailboards excluded).~~

a. A "bareboat charter" is a livery vessel unless it remains under the control at all times by a United States Coast Guard licensed Captain. Provision of a list of possible captains to the lessee or renter of the vessel is evidence that the vessel is not under the control of a USCG licensed Captain at all times and shall, therefore, not exclude such vessel from the definition of a livery vessel.

b. Each vessel that is included within the fleet of a boat club is a livery vessel unless the vessel remains under the control at all times by a United States Coast Guard licensed Captain.

Also add the following to City Code in an appropriate location:

Any person or entity that rents, leases or charters one or more vessels to another but claims their vessel or vessels are excluded from the definition of a livery vessel because the vessel or vessels are under the control of a United States Coast Guard licensed Captain at all times must provide satisfactory evidence to the City of such claim by providing to the City one valid, current copy of the Captain's license assigned at all times to each excluded vessel.

HCRA-AC Motion: Motion by Committee member Trammell that the Harbor CRA-AC recommends to the CRA Board/City Council adoption of the definition of livery as proposed and presented, with Committee member Blaise providing the second. The motion passed 4-2, with Committee members Jones and Tadlock dissenting.

Supplementary HCRA-AC Motion: Motion by Tadlock that the Harbor CRA-AC recommends to the City Council that if there are existing operating businesses being affected by their decision that those businesses be grandfathered in to continue their operation. Committee member Jones provided the second and amended the motion to add, if the businesses have been in operation since

January 2023.

HWB Motion: Chairman Green made the motion to recommend to the City Council to adopt the definition of Livery as proposed and presented and to look into how to include existing bare boat/yacht charter businesses into the moratorium from a time certain, with Board member McKissick providing the second. With no further discussion on the motion, the motion passed 5-1 with Board member Jones dissenting.

Supplementary HWB Motion: Motion by McKissick to recommend to the City Council for yachts to be designated at a minimum of 33-feet in length, having a shower and head, a galley and at least one stateroom, seconded by Board member Tadlock. Passed 6-0.

HSC Motion: Motion by Chairman Green, seconded by Blaise, to recommend City Council adopt the definition of Livery with the modifications as discussed.

A second motion was motioned and seconded to use the definition as presented by Mr. Abadie and as discussed.

Livery Definition discussed and recommended by the HSC:

Livery vessel is as defined in F.S. § 327.02, and any motorized vessel that is Rented, Leased and or Chartered by the owner to another party for a designated period of time, and that party is under control of that vessel at all times and has a written contract between both parties stating so. But does not mean, paddleboards, kayaks, canoes, and sailboats or any other vessel not powered by an internal combustion engine or a sail (sailboards excluded).

- A. "Bareboat Charter" is a Livery Vessels.
- B. Each vessel that is included within the fleet of a boat club is a livery vessel. unless the vessel remains under the control at all times by a United States Coast Guard licensed Captain.

Also add the following to City Code in an appropriate location:

Any person or entity that rents. leases or charters one or more vessels to another but claims their vessel or vessels are excluded from the definition of a livery vessel because the vessel or vessels are under the control of a United States Coast Guard licensed Captain at all times must provide satisfactory evidence to the City of such claim by providing to the City one valid, current copy of the Captain's license assigned at all times to each excluded vessel.

The second motion passed 5-0.

At the October 7, 2024, regular City Council Meeting, City Council moved and approved the Livery definition as shown below:

Livery vessel is as defined in F.S. § 327.02, and any motorized vessel that is Rented, Leased and or Chartered by the owner to another party for a designated period of time, and that party is under control of that vessel at all times. But does not mean, paddleboards, kayaks, canoes, and sailboats or any other vessel not

powered by an internal combustion engine or a sail (sailboards excluded).

- A. A "Bareboat Charter" is a Livery.
- B. Each vessel that is included within the fleet of a boat club is a livery vessel.

Also add the following to City Code in an appropriate location:

Any person or entity that rents, leases, or charters one or more vessels to another but claims their vessel or vessels are excluded from the definition of a livery vessel because the vessel or vessels are under the control of a United States Coast Guard licensed Captain at all times must provide satisfactory evidence to the City of such claim by providing to the City one valid, current copy of the Captain's license assigned at all times to each excluded vessel.

And Council also added to the motion "to exempt bareboat charter businesses based on a time certain they have been in operation."

Staff recommends that the "date certain" be that the bareboat charter had a Business Tax Receipt issued on or before September 20, 2022.

RECOMMENDATION: Staff recommends the definition as listed below, which combines all the recommendations from the three boards while being non-discriminatory and unambiguous.

Livery vessel is as defined in F.S. § 327.02, and any motorized vessel that is Rented, Leased, and or Chartered by the owner to another party for a designated period of time, and that party is under control of that vessel at all times. But it does not mean paddleboards, kayaks, canoes, sailboats, or any other vessel not powered by an internal combustion or electric engine or a sail (sailboards excluded).

- A. A "Bareboat Charter" is a Livery.
- B. Each vessel that is included within the fleet of a boat club is a livery vessel.

Sec. 13-144. - Application for permit.

(18) Any person or entity that rents, leases or charters one or more vessels to another but claims their vessel or vessels are excluded from the definition of a livery vessel because the vessel or vessels are under the control of a United States Coast Guard licensed Captain at all times must provide satisfactory evidence to the City of such claim by providing to the City one valid, current copy of the Captain's license assigned at all times to each excluded vessel and that the control and responsibility of the vessel, crew and passengers has not been relinquished to the renter or charterer.

**Florida State Statute Section 125.66 Compliance
Business Impact Statement**

1. Summary of proposed Ordinance 24-15-CC

An Ordinance updating the definition of "Livery" and providing clarity on what a livery vessel is.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city.

a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted. There will be some direct compliance costs for existing businesses that may be required to register as a livery with the City of Destin, which is \$100 per vessel. as of FY 2025.

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible. No new fees or charges are being created by this ordinance.

c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. Only previously approved or those businesses given legal-nonconforming status will pay the Livery Registration fees as identified in paragraph a. above.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance. It is estimated that this proposed ordinance could have an impact on approximately twelve known luxury yacht owners that operate as bareboat charters.

4. Any additional information the board determines may be useful. None.

A. Link to Strategic Goals / Objectives: #2: Enhanced Quality of Life and safety for families.

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

C. Level of Service (LOS): Improved Code Compliance service

D. Legislative Sponsor: Councilman John Stephen

III. CONCLUSION: The advisory committees and boards are, in general, in agreement on the simplification of the current definition. The committees and boards were also in agreement that there should be a policy developed to deal with the existing yacht operators to make them legal or grant them legal non-conforming status. The HWB suggested allowing the yacht operators who were in operation by January 2023. Whatever change, if any, the Council approves to the livery definition, Staff will apply that to enforce the applicable regulations.

IV. RECOMMENDED MOTION: I move that the City Council adopt Ordinance 24-15-CC amending the definition of Livery Vessel, as recommended by Staff.

ALTERNATIVE MOTIONS:

I move that the City Council deny Ordinance 24-15-CC amending the definition of Livery Vessel and that the City keep the current definition.

I move that the City Council adopt Ordinance 24-15-CC amending the definition of Livery Vessel, with the modifications as discussed.

Attachments:

1. 08-26-2024 harbor capacity steering committee
2. Livery 2nd reading question
3. Livery Registration

4. 2nd Read 24-15-CC LIVERY
Definition

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MINUTES HARBOR CAPACITY STUDY STEERING COMMITTEE MEETING AUGUST 28, 2024 DESTIN CITY HALL ANNEX CHAMBERS 5:30 PM

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

The Harbor Capacity Study Steering Committee met in regular session with the following members and City staff present:

2. ROLL CALL:

Members Present

Jim Green
Eddie Morgan
Michael Dombrowski
Patrick Wilson
Ian Blaise

Staff Present

City Clerk Rey Bailey
Principal Planner Steve O'Connor
Community Dev Director Tina Deater
Senior Planner Daniel Butler
Planner Ashley Dominguez
Planner Sheri Burney
Planner Jesse Hernandez

NEW BUSINESS

A. Mooring Field

Councilmember John Stephens presented the proposal for the mooring field. He explained that the concept of a mooring field was presented to the council months ago and has since been revisited with the Harbor Capacity Steering Committee and the Harbor Waterways Committee for additional input. He gave an overview of what a mooring field is and the benefits it could bring to the community, including:

- Public access to the water
- Environmental benefits
- Tourism promotion
- Economic advantages for local merchants

Financial Sustainability

Councilmember Stephens emphasized that the mooring field would be designed to be self-sustaining, covering costs through fees, such as upland facility maintenance and mooring ball

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upkeep. He detailed how it would align with the City of Destin's strategic goals, including the development of a city marina and marine waste pump-out facility.

Harbor Master

An important part of the proposal is to enable the city to hire a Harbor Master to enforce local regulations and monitor derelict vessels. Councilmember Stephens pointed out that without a mooring field, there is no way to justify the Harbor Master's role financially or practically.

Location Considerations

Councilmember Stephens discussed potential locations for mooring fields, including two suggested spots in Destin Harbor and one in Joe's Bayou. He acknowledged that no final decision had been made and these were preliminary ideas. He also noted that acquiring One Harbor Boulevard could help facilitate upland facilities for the mooring fields.

Upland Facilities

To support the mooring field, necessary upland facilities would include:

- Restrooms, showers, and laundry facilities
- Dinghy docks
- Sewage pump-out stations

Councilmember Stephens suggested the creation of a Mooring Field Management Plan, possibly developed by the Harbor CRA or the Harbor Waterways boards or overseen by a future Harbor Master.

Timeline and Permitting

Councilmember Stephens outlined that permitting for the mooring field could take between 12 to 18 months, with engineering taking an additional 8 to 12 months. He also discussed potential challenges with funding and recommended applying for grants through programs such as the Florida Boating Improvement Program.

Discussion

Following the presentation, the committee discussed various aspects of the mooring field proposal.

Committee member Dombrowski expressed support for the mooring field but raised concerns about the ability to anchor freely in the harbor, suggesting that a mooring field might require vessels to use designated mooring spots. He Stressed the importance of ensuring that local commercial fishermen and shrimpers retain anchoring rights in the harbor. He also pointed out derelict boats that remain in the harbor for extended periods and supported the hiring of a harbor master to manage the situation.

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Chairman Green highlighted the need for careful planning to avoid conflicts during hurricanes and storms when boats might need to anchor temporarily for safety. He Supported the proposal and agreed that the mooring field would provide much-needed regulation, preventing unregulated anchoring in the harbor. He also raised concerns about tropical storms and hurricane preparations for moored vessels.

Committee member Blaise Highlighted the ongoing Destin Bridge design studies and the impact of a potential taller bridge on larger boat traffic. He also discussed long-term planning for the harbor's growth over the next 5-10 years.

Committee member Wilson raised concerns about derelict boats and how the mooring field would address existing issues with vessels that have been left unattended in the harbor for extended periods.

Committee member Morgan questioned the possibility of shifting derelict boats just outside the designated mooring area, which might worsen the problem. He also expressed interest in making the mooring field available during storms but under strict regulations to avoid damages. Agreed with the proposal but expressed concerns about regulating the number of mooring balls, derelict boats, and transient vessels using the mooring field during storms.

Chairman Green mentioned that there are also commercial fishermen and shrimpers who regularly use the harbor and that any new regulations should preserve their right to anchor when necessary.

Councilmember Stephens reiterated the flexibility of the plan, suggesting that the city could start with a small number of mooring balls and scale up later as needed. He also recommended organizing public workshops to gather feedback on the mooring field proposal and its associated fee structure. He proposed exploring different fee structures, ranging from \$25 to \$40 per day for mooring balls, and considering whether services like pump-out stations should be offered for free to encourage use.

B. Livery Definition

The city's Principal Planner Steve O'Connor introduced a review of the livery definition in the city's code. He noted a mistake in the staff report regarding federal regulations for bareboat charters. The report incorrectly stated that such charters require licensed captains, but the definition of bare boat charters, by federal law, does not include a captain or crew.

Discussion on Livery Definition:

The committee reviewed the updated livery definition, which clarified that any vessel rented out without a captain would be classified as a livery vessel.

Committee member Morgan questioned the impact on existing yacht charters and other commercial operations

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Chairman Green clarified that the new definition would cover all vessels not certified by the Coast Guard and that bareboat charters would now be subject to livery rules.

Discussions focused on the Coast Guard's role in enforcing bare boat charters, noting that many vessels are recreational, thus avoiding inspection.

Several of the members raised concerns about enforcing proper passenger limits on bare boat charters and yachts, noting that there is a growing issue with compliance in the city.

A discussion ensued about how pontoon boats and jet ski operators are circumventing the livery moratorium by falsely claiming that their boats are under captain control. By clarifying that these vessels are not genuinely controlled by a captain, the committee aimed to close the loophole.

The committee discussed the enforcement challenges, especially regarding illegal operators using Facebook and other online platforms to skirt regulations. The need for proactive, online-based code enforcement, was emphasized as most rogue operators are advertising through social media.

A question was asked whether the proposed changes would affect the current moratorium on new livery registrations. Mr. O'Connor confirmed that no additional liveries would be allowed under the moratorium.

Public Comments

Several members of the public offered input on the livery definition:

Mr. Kyle Lowe, a local charter boat owner, highlighted the complexities of bareboat insurance policies and Coast Guard regulations, suggesting tighter enforcement to prevent non-compliance by certain operators. He questioned the practicality of designating 32-foot vessels as yachts, arguing that such a classification was uncommon. He raised concerns about insurance requirements for yacht charters, noting that most insurers require a licensed captain on board at all times, which conflicts with bareboat charter regulations. Supported simplifying the bareboat charter rules to prevent operators from exploiting legal loopholes.

Mr. Greg Fisher, a Destin resident and livery operator, highlighted the prevalence of illegal charters being advertised online and on social media. He encouraged enforcement to monitor these platforms and suggested that code enforcement could issue citations without leaving the office.

Mr. Mike Abadie, a Destin resident and livery operator, addressed two key issues: the city's definition of livery vessels and potential clarity on handling yacht operators. He emphasized that, regardless of city decisions, U.S. Coast Guard regulations supersede city regulations for bare boat charters. He cautioned that while the city might grant exemptions, operators could still be cited by the Coast Guard if regulations are violated. He provided background on the issue of rogue operators in Destin's harbor. He estimated that 30 vessels operate without city licenses or permits, collectively avoiding up to \$10 million in licensing fees over the last three years. He noted that although code enforcement has issued warnings, no citations have been given for nearly 10,000 violations. He clarified that this issue is not due to current council members or city staff, as the

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problematic definitions were established before their tenure. He explained that the city staff likely avoided issuing citations because the definitions of livery vessels were unenforceable. If taken to court, it would be difficult to uphold a citation based on these vague definitions.

Mr. Abadie highlighted the importance of developing clear, rational definitions for livery vessels and bare boat charters. He recommended that all bare boat charters be considered livery vessels to simplify enforcement. This would eliminate confusion and ensure clarity for the public and code enforcement alike. Regarding yacht operators, Mr. Abadie suggested reactivating inactive livery vessel medallions to avoid exceeding the moratorium while providing an opportunity for yacht operators to acquire these permits. He proposed a lottery system where applicants who meet the city's requirements for livery vessel licenses (e.g., parking, restrooms, boat slips) could apply. This system would ensure fairness, allowing current livery license holders and yacht operators to participate. Additionally, yacht operators could purchase available medallions from others.

The committee expressed agreement with simplifying the definitions, noting that even well-educated individuals found the current city-proposed definitions difficult to understand.

Chairman Green moved to recommend to the city council to adopt the following definition of livery with modifications as discussed and as presented by Mr. Mike Abadie; seconded by Committee member Blaise:

Livery vessel is as defined in F.S. § 327.02, and any motorized vessel that is Rented, Leased and or Chartered by the owner to another party for a designated period of time, and that party is under control of that vessel at all times and has a written contract between both parties stating so. But does not mean, paddleboards, kayaks, canoes, and sailboats or any other vessel not powered by an internal combustion engine or a sail (sailboards excluded).

A. "Bareboat Charter" is a Livery Vessels.

B. Each vessel that is included within the fleet of a boat club is a livery vessel.

And to add the following to City Code in an appropriate location:

Any person or entity that rents, leases or charters one or more vessels to another but claims their vessel or vessels are excluded from the definition of a livery vessel because the vessel or vessels are under the control of a United States Coast Guard licensed Captain at all times must provide satisfactory evidence to the City of such claim by providing to the City one valid, current copy of the Captain's license assigned at all times to each excluded vessel.

Motion passed 5-0.

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ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 7:05 PM.

Jim Green, Chairman

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I'll unable to attend the October 21st meeting. Can you share this with other council members in regards to the Livery definition.

Thanks!

--Councilmember John Stephens

1. Question on Livery definition's 1st reading:

and to exempt bare boat charter businesses based on a time certain they have been in operations.

a.

i. We should still require the bare boat charter businesses to apply for a permit, but the exemption would be for the moratorium. This way, they can apply.

1. Example, if we set the date for any Bareboat Business that had a BTR in 2021 or earlier

1. The business can get a livery registration without violating the moratorium

2. The business must submit the livery application packet & still be approved

2. Will this exemption be the actual business or per vessel?

1. Some businesses added vessels after 2021

b. We want to include any current Boating Club in the category of exemption

i. There is one that has been in operation since before 2017, when the temporary moratorium first started. So, I want to make sure that this business is treated the same.

Hi Larry & Kim,

I'm not sure if there will be any discussion on the Livery Registration Ordinance during the 2nd reading of the Livery Definition. If it's not being discussed, then no worries. But if it's being discussed, here are my thoughts I'd like you to share with fellow council members.

Thank you,

---Councilmember John Stephens

Livery Registration Ordinance

a. Registration of the potential 24 total in attrition:

- i. Recommend that any new registrations \$500 for the initial registration in 2025. Previously, we required all livery registrations to get caught up in back payment. So, \$500 seems like a first number for the initial registration.
 1. Any year after the initial registration will be the normal rate of \$100/year to register.
- ii. History of moratoriums:
 1. First temporary moratorium in 2019 - Ordinance 19-08-CN
 2. Another extension in 2020 - Ordinance 20-33-CN
 3. Another extension in 2021 - Ordinance 21-23-CN
 4. Another extension in 2022 - Ordinance 22-08-CN & 22-16-CN
 5. 5 year moratorium in 2023 - Ordinance 23-07-CN

b. Lottery Idea:

- i. ONE TIME lottery system
 1. When?
 - a. Maybe December 1. This will give them 1 month to get as much of the application as they can. Then, they would have multiple months to finish the application
- ii. in order to enter into the lottery, you must have a fully completed application
 1. I can see businesses running into issues with the Parking Plan or Submerged Land Lease. So, if they have everything else completed and are showing good faith in the forms above, then they should be allowed to enter the lottery. But the license will not be given until all paperwork is submitted and approved.
 - a. Give any Livery that wins a registration the deadline of March 1 (when the application process closes) to complete ALL paperwork, otherwise they risk losing the registration.
 - b. Give City staff from May 1 to approve it. This gives the livery up to 2 additional months to correct any issues

- c. If there are hold-ups on certain forms waiting on other agency, we would work with them as long as there are in good faith working on it.
- iii. I don't want to get the city into a ligation, so we need to treat the registration acquisition process equally to anyone that has met the proper Livery application.
 - 1. Hold X for ones that BTR in 2021 (unless we don't require anyone that had a BTR in 2021, pending on how 2nd reading goes)
 - 2. Most bare boat/livery operators that have been operating in Destin with the proper BTR will have an advantage, as they probably already met most of the requirements (parking, ADA restrooms, commercial boat slips)
 - 3. Illegal livery operators might not have all that and could be operating out of improper locations. They can apply, but they might have more difficulty with the paperwork
- iv. If we have 24 in total, and less than 24 apply, it's easy, everyone gets approved for one. The excess goes back attrition.
 - 1. If application has not been submitted by March 1st, then it goes back to attrition
 - 2. If the city has not approved the application by May 1st, then it goes back to attrition
- v. If we have more than 24 applications, then we must go to a lottery system to where it's fair for everyone. Anyone that doesn't get one will have the opportunity to get one of the 28 registrations that existing businesses are offering/selling.
 - 1. With potential registration expirations, it could possibly bring the value of the registrations down, as they are set to expire if they are not being used.
 - 2. Recommend that our Mayor pull the names from a Hat.
- c. **Registration Expirations:**
 - i. Need to come up with an expiration timetable, if they are not in use.
 - 1. The application process opens in November & closes March 1st. Approval or verification of the vessel could take 1-2 months.
 - a. Staff must be able to put the sticker on the vessel. If sticker is not put on vessel by April 30th, then it's null
 - i. Staff must document, coordinate & make multiple attempts to apply sticker to vessel.
 - ii. Notice Letter must be sent to Livery operator on May 1st
 - iii. If registration is not registered to a vessel, then the registration will expire before the application process opens the next season.

2. Ability to transfer

- a. If a livery transfers a registration to another business, then that registration application must be started within 1 month of ownership & has until the application process in November to have the registration verified.
 - i. Starting in December 2024, anyone that currently has a registration that is currently NOT assigned to a vessel (and does NOT have any prearranged agreements with the City) will have until November 2025 to assign to a vessel or transfer to someone else.
 - ii. Starting in November 2025, a registration can NOT be transferred, if it's NOT assigned to a vessel at the time of transfer. What this does, it doesn't allow a registration to be transferred over and over again, so it doesn't expire
- b. How will staff determine that a registration is no longer assigned?
 - i. Example, if a vendor has 30 registered and possession of 31. How will the livery & staff know that the 31st registration is the one that is the one that could be under discussion of expiration or transfer.
 - ii. The issue is the Livery registration # changes every year. The stickers that staff passes out, we should probably make sure that the number is always assigned to the same livery & same vessel. Currently, whoever is approved first gets the first set of registration #'s.

ORDINANCE 24-15-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO LIVERY VESSELS; AMENDING SECTIONS 13-141 “DEFINITIONS” AND 13-144 “APPLICATION FOR PERMIT” OF THE CITY CODE OF ORDINANCES; PROVIDING FOR FINDINGS OF FACT; CLARIFYING THE DEFINITION OF LIVERY VESSEL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 386, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the tranquility, environmentally sound, and orderly and safe use of City waterways is of prime importance to the city, its citizens and visitors; and

WHEREAS, the City Council of the City of Destin recognizes that the unregulated rental of livery vessels by the public impacts the welfare of the historic working waterfront, and jeopardizes the health, safety and welfare of the city's residents, property owners, and visitors; and

WHEREAS, it is therefore necessary and in the interest of the public health, safety and welfare to monitor and provide reasonable means to ensure adherence to state laws and insure safe and responsible operation of such livery vessels; and

WHEREAS, the unregulated rental of livery vessels has led to increased instances of unlicensed businesses renting livery vessels to inexperienced operators, which has led to unsafe conditions in the waters of the city during many times of the year; and

WHEREAS, the requirement of a permit for each livery vessel, that shall be rented out within the city, and the permit fees collected and used to support the code enforcement division in enforcing this ordinance, will allow the city to effectively regulate and monitor livery vessels being rented by businesses within the city, which is reasonably related to protecting the public health, safety, and welfare of the city's residents and visitors, and is also reasonably related to preserving the historic working waterfront of the city; and

WHEREAS, the City Code of Ordinances, Article VIII requires permitting and regulations of livery vessels; and

WHEREAS, section 327.02(24) provides that “Livery vessel” means a vessel leased, rented, or chartered to another for consideration; and

WHEREAS, section 327.02(47) provides that “Vessel” is synonymous with boat as referenced in s. 1(b), Art. VII of the State Constitution and includes every description of watercraft, barge, and airboat, other than a seaplane on the water, used or capable of being used as a means of transportation on water.

WHEREAS, the City Council endeavors to be consistent with State Laws and further address the specific needs of the City and its waterways; and

WHEREAS, the City Council desires to clarify that bareboat charters are not exempt from the definition of “livery vessel”;

WHEREAS, the City Council finds that this Ordinance serves the public interest and is necessary and appropriate to protect public health, safety, and welfare of its citizens and visitors.

WHEREAS, the City Council has determined that this ordinance is in the best interests of the City and its citizens; and

WHEREAS, two public hearings have been conducted by the City Council after due public notice.

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

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol * represents sections of the Code of Ordinances that have been skipped and remain unchanged.**

SECTION 3. AMENDING ARTICLE VIII OF THE CODE OF ORDINANCES, SECTION 13-141, “DEFINITIONS” AND SECTION 13-144 “APPLICATION FOR PERMIT.”

Article VIII of the Code of Ordinances is hereby amended as follows:

ARTICLE VIII. - PERMITTING OF LIVERY VESSEL RENTALS

Sec. 13-141. - Definitions.

For the purpose of this article, the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always

mandatory and not merely directory. Words not defined shall be given their meaning as provided in section 1-2, Definitions and rules of construction, of the City of Destin Code of Ordinances.

13-141. - Definitions.

Livery vessel is as defined in F.S. § 327.02, and includes any motorized vessel that is rented, leased or chartered by the owner to another party for a designated period of time, and such other party is in control of such vessel at all times, but does not mean: (1) a vessel under the control at all times by a United States Coast Guard licensed Captain; or (2) paddleboards, kayaks, canoes, and sailboats. or any other vessel not powered by an internal combustion engine, electrical engine, or a sail (sailboards excluded).

a. A “bareboat charter” is a livery vessel. However, any bare boat charter businesses in existence and operating within the City of Destin with a business tax receipt as of (INSERT DATE) shall be considered a legal, non-conforming use.

b. Each vessel that is included within the fleet of a boat club is a livery vessel.

Sec. 13-144. - Application for permit.

(18) Any person or entity that rents, leases or charters one or more vessels to another but claims their vessel or vessels are excluded from the definition of a livery vessel because the vessel or vessels are under the control of a United States Coast Guard licensed Captain at all times must provide satisfactory evidence to the City of such claim by providing to the City one valid, current copy of the Captain’s license assigned at all times to each excluded vessel and that the control and responsibility of the vessel, crew and passengers has not been relinquished to the renter or charterer.

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

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall

not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED this _____ day of _____, 2024.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

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

Kimberly Romano Kopp, City Attorney

First Reading: _____
Second Reading: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2024

TYPE OF AGENDA ITEM: Ordinance

AGENDA OUTLINE NUMBER: 5.B.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Michael Burgess, Public Works Director
Tina Deater, Community Development Director

DATE: 10/09/2024

SUBJECT: First reading of Ordinance 24-12-LC - Amending Land Development Code Section 11.04.00 Floodplain Management; amending sections relating to elevation of manufactured homes in flood hazard areas.

I. BACKGROUND: The City of Destin participates in both the National Flood Insurance Program (NFIP) and the Community Rating System (CRS), which are administered by FEMA. From time to time, our Ordinance must be updated to reflect those edits required to either maintain our status in the NFIP or our Class Rating in the CRS.

II. DISCUSSION: The required revisions to the Floodplain Management Ordinance (attached) are primarily associated with accessory structures, manufactured homes, and adjustments to various definitions. The revisions are minimum Class 8 standards. If not adopted by City Council, the City's CRS status will retrograde to a Class 9 from our current Class 6. If we are retrograded to a Class 9, residents with policies that currently have a 20% discount now will have the discount lowered to 5%.

These proposed changes were reviewed by the Local Planning Agency (LPA) at their meeting on October 3, 2024. The LPA recommended approval.

Attachments:

ATT1 - Proposed Ordinance Revisions

ATT2 - Business Impact Statement for 24-12-LC

A. Link to Strategic Goals / Objectives: II. Enhanced Quality of Life and Safety for Families

B. Effect on Budget (EOB): None

C. Level of Service (LOS): The proposed changes of this Ordinance are required for participants in the National Flood Insurance Program and Community Rating System for Class 8 minimums, but not required for lower Class ratings.

D. Legislative Sponsor:

III. CONCLUSION: If approved, the second reading will be scheduled for the November 4, 2024, City Council meeting.

IV. RECOMMENDED MOTION: I move that Ordinance 24-12-LC be approved on first reading.

Attachments:

1. ATT1: Flood Regs Ord 24-12-LC (1)
2. ATT2: Business Impact Statement 24-12-LC Floodplain Management

ORDINANCE NO. 24-12-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING LAND DEVELOPMENT CODE SECTION 11.04.00 FLOODPLAIN MANAGEMENT; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; AMENDING SECTIONS RELATING TO ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR A FISCAL IMPACT STATEMENT; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY. The authority for enactment of these regulations is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City of Destin participates in the National Flood Insurance Program and participates in the NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements and achieved a CRS rating of Class Six (6), making citizens who purchase NFIP flood insurance policies eligible for premium discounts; and

WHEREAS, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better; and

WHEREAS, to satisfy the prerequisite and for the City of Destin to maintain the current CRS rating, all manufactured homes installed or replaced in special flood hazard areas must be elevated to or above at least the base flood elevation plus 1 foot, which necessitates modification of the existing requirements; and

WHEREAS, the City of Destin determined that it is in the public interest to amend the floodplain management regulations to better protect manufactured homes and to continue participating in the Community Rating System at the current class rating; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Destin that the following floodplain management regulations are hereby adopted.

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

SECTION 3. Section 11.04.00 of the City Land Development Code is hereby amended as follows:

* * *

11.04.00. - Floodplain management.

* * *

- D. *Coordination with the Florida Building Code.* ~~This ordinance is~~ These regulations are intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.
- E. *Warning.* The degree of flood protection required by ~~this ordinance~~ these regulations and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. ~~This ordinance does~~ These regulations do not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with ~~this ordinance~~ these regulations.
- F. *Disclaimer of liability.* These regulations shall not create liability on the part of the City Council of the City of Destin or by any officer or employee thereof for any flood damage that results from reliance on these regulations or any administrative decision lawfully made thereunder.

11.04.02. Administration—Applicability.

- A. *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- B. *Areas to which this applies.* These regulations shall apply to all flood hazard areas within the City of Destin, as established in section 11.04.02.C of these regulations.
- C. *Basis for establishing flood hazard areas.* The Flood Insurance Study for Okaloosa County, Florida, and Incorporated Areas dated March 9, 2021 ~~December 6, 2002~~ and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM) and all subsequent amendments and revisions to such maps, are adopted by reference as a part of these regulations and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the City of Destin Annex located at 4100 Indian Bayou Trail, Destin, Florida.

11.04.07. Administration—Variances and Appeals.

- E. *Historic buildings/structures.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood

resistant construction requirements of the Florida Building Code, Existing Building, Chapter ~~12~~ 14 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

* * *

11.04.10. *Definitions.*

Accessory building. A building of not more than 100 square feet of gross floor area with a cost of not more than \$1,000.00 that is unfinished inside, constructed with flood-resistant materials, and used only for storage. ~~Accessory buildings as defined herein are Category I structures as specified in ASCE 24 and are not required to meet the building elevation requirements of ASCE 24 unless located in a Zone V and a Florida Licensed Professional Engineer does not certify that the accessory building failure would not create damaging debris or divert flood flows.~~

* * *

~~*Existing manufactured home park or subdivision.* A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before July 6, 1988.~~

~~*Expansion to an existing manufactured home park or subdivision.* The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

* * *

Historic buildings/structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter ~~12~~ 14 Historic Buildings.

Letter of map change (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of map change include:

1. *Letter of map amendment (LOMA):* An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

2. *Letter of map revision (LOMR):* A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

3. *Letter of map revision based on fill (LOMR-F):* A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

4. *Conditional letter of map revision (CLOMR):* A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of

certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

* * *

Market value. ~~The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in these regulations, the term refers to the market~~ The value of buildings and structures, excluding the land and other improvements on the parcel. Market value ~~may be established by a qualified independent appraiser, is the~~ actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value of the building or structure adjusted to approximate market value by a factor provided by the County Property Appraiser.

New construction. For the purposes of administration of these regulations and the building code, structures for which the "start of construction" commenced on or after July 6, 1988 and includes any subsequent improvements to such structures.

~~*New manufactured home park or subdivision.* A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after July 6, 1988.~~

* * *

Substantial improvement. Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a five-year ~~ten-year~~ period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the five-year ~~ten-year~~ period begins on the date of the first improvement or repair of that building or structure subsequent to May 19, 2008. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

* * *

11.04.11. Flood resistant development—Buildings and structures.

- A. *Design and construction of buildings and structures exempt from the Florida Building Code.* Pursuant to section 11.04.04.C of these regulations, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of section 11.04.17 of these regulations.
- B. *Buildings and structures seaward of the coastal construction control line.* If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:
 1. Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the Florida Building Code, Building Section 3109 and Section 1612 or Florida Building Code, Residential Section R322.

2. Minor structures and non-habitable major structures as defined in F.S. § 161.054, shall be designed and constructed to comply with the intent and applicable provisions of section 11.04.00, floodplain management and ASCE 24.
- C. *Critical facilities.* Construction of new critical facilities shall be, to the extent possible, located outside the limits of the special flood hazard area (SFHA). Construction of new critical facilities may be permissible within the SFHA if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated at or above the elevation required by the Florida Building Code or three or more feet above the level of the base flood elevation at the site, whichever is higher. Flood proofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the extent possible.
- D. Local Amendments to the Florida Building Code. Local amendments to the flood resistant construction provisions of the Florida Building Code are codified in the Code of Ordinance, Chapter 6, Article II Building Code.
- E. Non-elevated accessory buildings. Accessory buildings are permitted below elevations required by the Florida Building Code provided the accessory buildings are used only for parking or storage and:
- (1) If located in special flood hazard areas (Zone A/AE) other than coastal high hazard areas, are one-story and not larger than 100 sq. ft. and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.
 - (2) If located in coastal high hazard areas (Zone V/VE), are not located below elevated buildings, are not larger than 100 sq. ft., and Florida Licensed Professional Engineer certifies that failure of the accessory building will not create damaging debris or divert flood flows.
 - (3) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.
 - (4) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.
 - (5) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

11.04.14. *Flood resistant development—Manufactured homes.*

- A. *General.* All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249, and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of these regulations. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the requirements.
- B. *Foundations.* All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:
1. In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance the foundation requirements of the Florida Building Code, Residential Section R322.2 and these regulations.
 2. In floodways, are designed in accordance with ASCE 24.

3. In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.3 and these regulations.
- C. *Anchoring.* All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.
- D. *Elevation.* All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone). Manufactured homes that are placed, replaced, or substantially improved shall comply with section 11.04.14.E or 11.04.14.F of these regulations, as applicable.
- ~~E. *General elevation requirement.* Unless subject to the requirements of section 11.04.14.F of these regulations, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V).~~
- ~~F. *Elevation requirement for certain existing manufactured home parks and subdivisions.* Manufactured homes that are not subject to section 11.04.14.E of these regulations, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:~~
- ~~1. Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V); or~~
 - ~~2. Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.~~
- EG. *Enclosures.* Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322 for such enclosed areas, as applicable to the flood hazard area.
- FH. *Utility equipment.* Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322, as applicable to the flood hazard area.

* * *

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

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED this ____ day of November, 2024.

Bobby Wagnor, Mayor

ATTEST:

Rey Bailey, City Clerk

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

Kimberly Romano Kopp, City Attorney

First Reading:

Second Reading:

City of Destin, FL

Department of Public Works & Emergency Management
Business Impact Statement for Proposed Ordinance 24-12-LC

1. Summary of Proposed Ordinance 24-12-LC

The proposed changes to this Ordinance reflect those required as a participant in the National Flood Insurance Program (NFIP) and the Community Rating System (CRS). These changes are required as CRS Class 8 minimums. The City is currently as Class 6 community. Proposed changes include the removal of certain definitions and requirements specific to the placement and permitting of manufactured homes, new language that concerns the placement and permitting of accessory structures, and additional references to the Code of Ordinances Chapter 6, Local Amendments to the Florida Building Code.

2. Estimate of the Direct Economic Impact of the Proposed Ordinance on private, for-profit businesses in the City.

a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

None.

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

None.

c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

None

4. Any additional information the board determines may be useful.

N/A

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2024

TYPE OF AGENDA ITEM: Ordinance

AGENDA OUTLINE NUMBER: 5.C.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Michael Burgess, Public Works Director
Tina Deater, Community Development Director

DATE: October 15, 2024

SUBJECT: First reading of Ordinance 24-18-CC - Amending Chapter 6 "Buildings and Building Regulations" of the Code of Ordinances; amending sections relating to flood hazard areas and floodplain management.

I. BACKGROUND: The City of Destin participates in both the National Flood Insurance Program (NFIP) and the Community Rating System (CRS), which are administered by FEMA. From time to time, our Ordinance must be updated to reflect those edits required to either maintain our status in the NFIP or our Class Rating in the CRS.

II. DISCUSSION: The required revisions to Chapter 6 of the Code of Ordinances, specific to local amendments to the Florida Building Code (attached), include the addition of cross-references to LDC Chapter 11 and the removal of superfluous language for clarity and ease-of-use. The revisions are minimum Class 8 standards. If not adopted by City Council, the City's CRS status will retrograde to a Class 9 from our current Class 6. If we are retrograded to a Class 9, residents with policies that currently have a 20% discount now will have the discount lowered to 5%.

These proposed changes were reviewed by the Local Planning Agency (LPA) at their meeting on October 3, 2024. The LPA recommended approval.

Attachments:

ATT1 - Proposed Ordinance Revisions

ATT2 - Business Impact Statement for 24-18-LC

A. Link to Strategic Goals / Objectives: II. Enhanced Quality of Life and Safety for Families

B. Effect on Budget (EOB): None

C. Level of Service (LOS): The proposed changes to this Ordinance are required for participants in the National Flood Insurance Program and Community Rating

System (Class 8 minimums).

D. Legislative Sponsor:

III. CONCLUSION: If approved, the second reading will be scheduled for the November 4, 2024, City Council meeting.

IV. RECOMMENDED MOTION: I move that Ordinance 24-18-CC be approved on first reading.

Attachments:

1. ATT1 - Ord 24-18-CC Blg_Flood
2. ATT2 - Business Impact Statement 24-18-CC Floodplain Amendments to FBC

ORDINANCE NO. 24-18-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING CHAPTER 6 “BUILDINGS AND BUILDING REGULATIONS” OF THE CODE OF ORDINANCES; AMENDING SECTIONS RELATING TO FLOOD HAZARD AREAS AND FLOODPLAIN MANAGEMENT; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR A FISCAL IMPACT STATEMENT; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. The authority for enactment of these regulations is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the *Florida Building Code*; and

WHEREAS, section 553.73, Florida Statutes, allows adoption of local administrative and technical amendments to the *Florida Building Code*; and

WHEREAS, section 553.73(5), Florida Statutes, allows adoption of local technical amendments to the *Florida Building Code* to implement the National Flood Insurance Program; and

WHEREAS, the **City of Destin** previously adopted local amendments to the Florida Building Code to (1) require additional elevation of buildings in flood hazard areas; (2) limit materials used to enclose areas under elevated buildings and limit the size of such enclosures; and (3) to accumulate costs of improvements and repairs of buildings over a specified period of time, and is reformatting those amendments; and

WHEREAS, the **City of Destin** is modifying a previously adopted adopting amendment to the Florida Building code to reduce the period of time over which costs of improvements and repairs of buildings will be accumulated for the purpose of participating in the National Flood Insurance Program's Community Rating System and, pursuant to section 553.73(5), F.S., is formatting those requirement to coordinate with the Florida Building Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Destin that the following local administrative amendments and local technical amendments to the *Florida Building Code*, are hereby adopted.

NOTE: Language in 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 that have been skipped and remain unchanged.

Chapter 6. Buildings and Building Regulations.

ARTICLE II. BUILDING CODE

Sec. 6-46. Florida Building Code.

(1) There is hereby adopted by the city, for the purpose of establishing rules and regulations for the construction, installation, alteration, removal, demolition, equipment, use and occupancy of buildings and structures, that certain building code known as the Florida Building Code, latest edition, and the provisions of such code shall be controlling in the construction, installation, alteration, removal, demolition, equipment, use and occupancy of buildings and structures in the corporate limits of the city. In the event of any conflict between the provisions of section 6-46 and section 6-47 of the City Code, the provisions of section 6-47 shall apply except as prohibited by law.

(2) The floodplain management regulations that govern development in flood hazard areas of the City are codified in the Land Development Code, Article 11.

Sec. 6-47. - Administrative amendments to the Florida Building Code.

SECTION 2. The Florida Building Code is hereby amended by the following ~~technical~~ amendments:

A. Florida Building Code technical amendment; cumulative substantial improvement. In the Florida Building Code, Building, and Florida Building Code, Existing Building, definitions for the term "Substantial Improvement" shall be as defined in Section 11.04.00 of the Land Development Code.

B. Florida Building Code administrative amendments; nonconversion agreements. Applications for dwellings with enclosures below the required elevation shall include signed declarations of land restrictions (nonconversion agreements), as defined in Section 11.04.00 of the Land Development Code:

1. If perimeter wall (crawlspace) taller than 4 feet.
2. If used for building access and storage.

C. Florida Building Code technical amendment; minimum building elevations. In all flood zones:

1. The minimum elevation for non-residential buildings in flood hazard areas shall be as specified in ASCE 24 or the base flood elevation plus two (2) feet, whichever is higher.
2. The minimum elevation for dwellings in flood hazard areas shall be the base flood elevation plus two (2) feet, whichever is higher, except for those properties located within the South Harbor Mixed Use and Calhoun Mixed Use Zoning Districts the lowest floor shall be elevated to or above the base flood elevation plus one (1) foot or the design flood elevation, whichever is higher.

D. Florida Building Code, Residential, technical amendment; enclosed areas below required elevation. In all flood zones, dwellings with enclosed areas below the required elevation that are:

1. Used for parking shall be enclosed with lattice, screening, or similar material that permits the unobstructed flow of floodwater.
2. Used for building access and storage shall be not more than 200 square feet in area, of which no more than 70 square feet is designated for storage.

Sec. 1612.2, Florida Building Code, Building

Modify the definition as follows:

~~**SUBSTANTIAL IMPROVEMENT.** Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a ten (10) year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the ten (10) year period begins on the date of the first improvement or repair of that building or structure subsequent to May 19, 2008. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:~~

- ~~1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.~~
- ~~2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.~~

Sec. 1612.4, Florida Building Code, Building

~~**1612.4.2 Elevation requirements.** The minimum elevation requirements shall be as specified in ASCE 24 or the base flood elevation plus two (2) feet, whichever is higher.~~

Sec. R322.2.1, Florida Building Code, Residential

Modify as follows:

R322.2.1 Elevation requirements.

- ~~1. Buildings and structures in flood hazard areas including flood hazard areas designated as Coastal A Zones, shall have the lowest floors elevated to or above the base flood elevation plus 2 feet, or the design flood elevation, whichever is higher, except for those properties located within the South Harbor Mixed Use and Calhoun Mixed Use Zoning Districts the lowest floor shall be elevated to or above the base flood elevation plus one (1) foot or the design flood elevation, whichever is higher.~~
- ~~2. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated to a height above the highest adjacent grade of not less than the depth number specified in feet (mm) on the FIRM plus 2 feet, or not less than 4 feet if a depth number is not specified.~~
- ~~3. Basement floors that are below grade on all sides shall be elevated to or above base flood elevation plus 2 feet, or the design flood elevation, whichever is higher, except for those properties located within the South Harbor Mixed Use and Calhoun Mixed Use Zoning Districts the lowest floor shall be elevated to or above the base flood elevation plus one (1) foot or the design flood elevation, whichever is higher.~~

Exception: Enclosed areas below the design flood elevation, including basements with floors that are not below grade on all sides, shall meet the requirements of Section 322.2.2.

Sec. R322.2.2, Florida Building Code, Residential

Modify as follows:

~~R322.2.2 Enclosed area below design flood elevation.~~ Enclosed areas, including crawl spaces, that are below the design flood elevation shall:

- ~~1. Be used solely for parking of vehicles, building access or storage.~~
- ~~2. Be provided with flood openings that meet the following criteria and are installed in accordance with Section R322.2.2.1:~~
 - ~~2.1. The total net area of non-engineered openings shall be not less than 1 square inch (645 mm²) for each square foot (0.093 m²) of enclosed area where the enclosed area is measured on the exterior of the enclosure walls, or the openings shall be designed as engineered openings and the construction documents shall include a statement by a registered design professional that the design of the openings will provide for equalization of hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwaters as specified in Section 2.7.2.2 of ASCE 24.~~
 - ~~2.2. Openings shall be not less than 3 inches (76 mm) in any direction in the plane of the wall.~~
 - ~~2.3. The presence of louvers, blades, screens and faceplates or other covers and devices shall allow the automatic flow of floodwater into and out of the enclosed areas and shall be accounted for in the determination of the net open area.~~
- ~~3. If used for parking, be enclosed with lattice, screening, or similar material that permits the unobstructed flow of floodwater.~~
- ~~4. 3. If perimeter wall (crawl space) taller than 4 feet, the applicant shall submit a declaration of land restriction (nonconversion agreement).~~
- ~~5. 4. If used for building access and storage, be not more than 200 square feet in area, of which no more than 70 square feet is designated for storage; the applicant shall submit a declaration of land restriction (nonconversion agreement).~~

~~Sec. R322.3.2, Florida Building Code, Residential~~

Modify as follows:

~~R322.3.2 Elevation requirements.~~

- ~~1. Buildings and structures erected within coastal high hazard areas and Coastal A Zones, shall be elevated so that the bottom of the lowest horizontal structure members supporting the lowest floor, with the exception of pilings, pile caps, columns, grade beams and bracing, is elevated to or above the base flood elevation plus 2 feet or the design flood elevation, whichever is higher.~~
- ~~2. Basement floors that are below grade on all sides are prohibited.~~
- ~~3. The use of fill for structural support is prohibited.~~
- ~~4. Minor grading, and the placement of minor quantities of fill, shall be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.~~
- ~~5. Walls and partitions enclosing areas below the design flood elevation shall meet the requirements of Sections R322.3.4 and R322.3.5.~~

~~Sec. R322.3.56, Florida Building Code, Residential~~

Modify as follows:

~~**R322.3.56 Enclosed areas below design flood elevation.** Enclosed areas below the design flood elevation shall be used solely for parking of vehicles, building access or storage, and shall comply with Section R322.3.4. subject to the following limitations:~~

- ~~1. If used for parking, areas may be enclosed with lattice, screening, or similar material that permits the unobstructed flow of floodwater.~~
- ~~2. If used for building access and storage, shall comply with Section R322.3.4 and shall be not more than 200 square feet in area, of which no more than 70 square feet is designated for storage; the applicant shall submit a declaration of land restriction (nonconversion agreement).~~

Sec. 202, Florida Building Code, Existing Building

~~**SUBSTANTIAL IMPROVEMENT.** Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a ten year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the ten year period begins on the date of the first improvement or repair of that building or structure subsequent to May 19, 2008. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:~~

- ~~1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.~~
- ~~2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.~~

* * *

SECTION XX. FISCAL IMPACT STATEMENT. In terms of design, plan application review, construction, and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. Therefore, in terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

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

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 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.

(Signature Page Follows)

ADOPTED this ____ day of November, 2024.

Bobby Wagnor, Mayor

ATTEST:

Rey Bailey, City Clerk

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

Kimberly Romano Kopp, City Attorney

First Reading:
Second Reading:

City of Destin, FL

Department of Public Works & Emergency Management
Business Impact Statement for Proposed Ordinance 24-18-CC

1. Summary of Proposed Ordinance 24-12-LC

The proposed changes to this Ordinance reflect those required as a participant in the National Flood Insurance Program (NFIP) and the Community Rating System (CRS). These changes are required as CRS Class 8 minimums. The City is currently as Class 6 community. Proposed changes include cross-references to the City's Land Development Code (Article 11) and the re-organization of sections for clarity and ease-of-use.

2. Estimate of the Direct Economic Impact of the Proposed Ordinance on private, for-profit businesses in the City.

a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

None.

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

None.

c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

None

4. Any additional information the board determines may be useful.

N/A

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2024

TYPE OF AGENDA ITEM: Public Hearing

AGENDA OUTLINE NUMBER: 5.D.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Larry Jones , Interim City Manager
Kyle Bauman, Special Projects Attorney

FROM: Krystal Strickland, Finance Director

DATE: October 16, 2024

SUBJECT: First reading of Ordinance 24-19-CN - Authorizing the issuance of the city's Non-Ad valorem revenue note, Series 2024 in the principal amount of not to exceed \$25,000,000 for the purpose of financing various capital improvement projects in the city including without limitation the acquisition of certain land for the purpose of providing public park facilities located at One Harbor Blvd, construction of the cross-town connector roadway, and undergrounding overhead utilities.

I. BACKGROUND:

On June 3, 2024, Council directed City staff to:

1. Approve issuance of \$25 million to underground overhead utilities from the Marler Bridge to Airport Road, to complete construction of the Cross Town Connector, and for purchase of 1 Harbor Boulevard; and
2. Undertake a competitive solicitation for either a bank loan or an underwriter for a public offering.

On October 7, 2024, after reviewing the competitive solicitation, Council elected to proceed forward with a bank loan from Trustmark National Bank (the 2024A Note).

II. DISCUSSION: Timeline:

- October 8: Send advertisement to newspaper to advertise Debt Ordinance 24-19-CN public hearing #1 for publication by October 11th for October 21st City Council meeting.
- October 9: Harbor CRA Advisory Committee review of Interlocal Agreement

between CRA and City through Resolution CRA-24-01.

- October 16: Town Center CRA Advisory Committee review of Interlocal Agreement between the CRA and the City through Resolution CRA-24-01.
- October 21: CRA Board meeting to review Interlocal Agreement between CRA and City through Resolution CRA-24-01
- October 21: Public hearing #1 at regular City Council meeting of the Debt Ordinance 24-19-CN.
- October 22: Send advertisement to newspaper to advertise Debt Ordinance 24-19-CN public hearing #2 for publication by October 25th for November 4th City Council meeting.
- November 4: Public hearing #2 at regular City Council meeting of Debt Ordinance 24-19-CN.
- November 7: Loan Closing.

Loan Proceeds:

The City intends to utilize the \$25 million dollar in loan proceeds for the following purposes:

- \$11.5 million – Undergrounding Overhead Utilities Project Phase I
- \$9.0 million – Reimbursement for Acquisition of 1 Harbor Boulevard
- \$4.5 million – Construction of Cross Town Connector Roadway.

CRA Impact:

Projects' Locations: The Undergrounding Utilities Project Phase I is partially in both the Harbor CRA District and the Town Center CRA District. 1 Harbor Boulevard is located within the Harbor CRA District.

The CRA's Master Plans: These projects are described in each CRA District's master plans and the proposed expenditures are lawful.

Undergrounding Utilities: The Harbor CRA-AC has previously recommended a commitment of up to \$6 million in TIF for the purposes and Undergrounding Utilities while the Town Center CRA-AC has previously recommended a commitment of up to \$4.5 million in TIF for the purposes of Undergrounding Utilities.

1 Harbor Boulevard: The Harbor CRA has also recommended the use of Harbor CRA TIF funding for the purposes of acquiring 1 Harbor Boulevard. 1 Harbor Boulevard was previously acquired using General Fund money. Also, the City adopted Reimbursement Resolution 23-13 expressing the City's intent for the Harbor CRA to reimburse the City with the use of Harbor CRA TIF funding.

Debt Service:

The debt is proposed to be serviced through the following sources with any **shortfalls supplemented by the General Fund**:

Undergrounding:

Town Center CRA TIF: Up to \$4 million

Harbor CRA TIF: Up to \$4 million

Electric Franchise Fee

1 Harbor Boulevard:

Harbor CRA TIF

Cross Town Connector:

Gas Tax #2 (this tax is restricted by the Comprehensive Plan to transportation related projects).

Trustmark Loan's Terms: The Trustmark Loan's Terms are summarized as follows:

- Commitment Term: 5 Years
- Amortization: 15 Years
- Principal: \$25 million
- Prepayment Penalty: \$0
- Estimated Closing Costs: \$160,000
- Interest Rate: 3.48% (firm)
- Projected General Fund Impact: \$981,169 through Year 5.
- Mandatory Refinancing: At Year 5
- Projected Outstanding at Refinancing: \$18,210,000

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS): Undergrounding overhead utilities will improve reliability, reduce frequency and duration of power outages, and will reduce number of tall structures that could obstruct US Highway 98.

Completing this section of the Cross town connector is expected to improve east-west flows of traffic.

D. Legislative Sponsor:

III. CONCLUSION: A recommendation of adoption of this Ordinance will allow the City to proceed with closing the Trustmark Loan, the proceeds of which will be utilized to further the Undergroundng Utilities project, the Cross Town Connector project, and to reimburse the General Fund for the purchase of 1 Harbor Boulevard.

IV. RECOMMENDED MOTION: I move to recommend approval of Ordinance 24-19-CN upon first reading.

Attachments:

1. Ordinance 24-19-CN

ORDINANCE NO. 24-19-CN

Enacted November 4, 2024

CITY OF DESTIN, FLORIDA
(the "Issuer")

RELATING TO:

NOT TO EXCEED \$25,000,000
CITY OF DESTIN, FLORIDA
NON-AD VALOREM REVENUE NOTE, SERIES 2024

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ORDINANCE NO. 24-19-CN

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AUTHORIZING THE ISSUANCE OF THE CITY'S NON-AD VALOREM REVENUE NOTE, SERIES 2024 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$25,000,000 FOR THE PURPOSE OF FINANCING VARIOUS CAPITAL IMPROVEMENT PROJECTS IN THE CITY INCLUDING WITHOUT LIMITATION THE ACQUISITION OF CERTAIN LAND FOR THE PURPOSE OF PROVIDING PUBLIC PARK FACILITIES LOCATED AT 1 HARBOR BOULEVARD, CONSTRUCTION OF THE CROSS-TOWN CONNECTOR ROADWAY, AND UNDERGROUNDING OVERHEAD UTILITIES; PROVIDING THAT THE NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED AND DEPOSITED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE CITY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF SUCH NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Authority for this Ordinance. This Ordinance is enacted pursuant to the provisions of Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Parts I and II, Florida Statutes, the municipal charter of the City of Destin, Florida, and other applicable provisions of law (collectively, the "Act").

SECTION 2. Definitions. Unless the context otherwise requires, the terms used in this Ordinance shall have the meanings specified in this Section 2. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"1 Harbor Project" means the acquisition of certain real property located at 1 Harbor Boulevard, Destin, Florida for the purpose of providing public parks or other public facilities.

"Act" has the meaning ascribed thereto in Section 1 hereof.

"Ad Valorem Revenues" means all revenues of the Issuer derived from the levy and collection of ad valorem taxes.

"Business Day" means any day except any Saturday or Sunday or any other day on which the Principal Office of the Original Purchaser is lawfully closed.

"City Clerk" means the City Clerk of the Issuer or any assistant or deputy City Clerk.

"City Manager" means the City Manager of the Issuer or any acting, assistant or deputy City Manager.

"Code" means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

"Crosstown Connector Project" means the design, acquisition, construction and/or reconstruction of a crosstown roadway based on plans and specifications on file with the Issuer.

"Debt Service Fund" means the Debt Service Fund established with respect to the Note pursuant to Section 8 hereof.

"Finance Director" means the Finance Director of the Issuer or any acting, assistant or deputy Finance Director.

"Fiscal Year" means the period commencing on October 1 of each year and ending on the next succeeding September 30, or such other annual period as may be prescribed by law from time to time for the Issuer.

"Issuer" means the City of Destin, Florida.

"Maturity Date" means a date determined by Supplemental Resolution as the final maturity date of the Note.

"Mayor" means the Mayor or Mayor Pro Tem of the Issuer.

"Non-Ad Valorem Revenues" means all legally available revenues of the Issuer other than Ad Valorem Revenues.

"Note" means the Issuer's Non-Ad Valorem Revenue Note, Series 2024 authorized by Section 4 hereof, which can be issued as "Notes" in one or more series in accordance with Section 5(E) hereof.

"Note Counsel" means Bryant Miller Olive P.A., or other nationally recognized bond counsel firm.

"Original Purchaser" means the original purchaser of the Note, as provided by Supplemental Resolution.

"Owner" or "Owners" means the Person or Persons in whose name or names the Note shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of the Ordinance. The Original Purchaser shall be the initial Owner.

"Permitted Investments" means any legal investments under the laws of the State and the written investment policy of the Issuer.

"Permitted Lender" means any affiliate of the Original Purchaser or any bank, trust company, savings institution, insurance company or qualified institutional buyer under Rule 144A promulgated under the Securities Act of 1933.

"Person" means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or governmental entity.

"Pledged Revenues" means the Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided herein, and amounts on deposit from time to time in the Debt Service Fund and the Project Fund as provided herein.

"Principal Office" means, with respect to the Original Purchaser, such office as the Owner may designate to the Issuer in writing.

"Project" means, collectively, the 1 Harbor Project, the Undergrounding Project and the Crosstown Connector Project.

"Project Fund" means the Project Fund established with respect to the Note pursuant to Section 9 hereof.

"State" means the State of Florida.

"Supplemental Resolution" means any resolution supplemental hereto adopted in connection with the Note.

"Undergrounding Project" means the undergrounding of overhead utility facilities along Highway US 98 from the Marler Bridge to Airport Road.

SECTION 3. Findings. It is hereby ascertained, determined and declared as follows:

(A) The Issuer deems it necessary, desirable and in the best interests of the Issuer and its citizens and to serve a public purpose that the costs of the Project be financed and/or reimbursed through issuance of the Note.

(B) Debt service on the Note will be secured by the Issuer's covenant to budget and appropriate Non-Ad Valorem Revenues and by a pledge of the Pledged Revenues as provided herein.

(C) Debt service on the Note and all other payments hereunder shall be payable solely from moneys deposited in the manner and to the extent provided herein. The Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Note or to make any other payments to be made hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any other Non-Ad Valorem Revenues. The Note shall not constitute a lien on any property owned by or situated within the limits of the Issuer.

(D) It is estimated that Non-Ad Valorem Revenues will be available after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the Issuer, in amounts sufficient to provide for the payment of the principal of and interest on the Note and all other payment obligations hereunder.

(E) Because of the characteristics of the Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Note, it is in the best interest of the Issuer to sell the Note at a private negotiated sale, based upon a competitive selection process, and the Issuer intends to solicit bids for the purchase of the Note, the winning bidder to be approved, and the terms of the Note to be determined, by a Supplemental Resolution.

(F) The Issuer has determined to issue the Note as a bank loan.

(G) The Note shall be issued upon approval by Supplemental Resolution of the Issuer and compliance with the terms hereof.

(H) The Issuer wishes to hereby authorize issuance of the Note, establish terms and conditions applicable to such issuance and provide that the Note shall be secured and payable in the manner and to the extent described herein.

SECTION 4. Authorization of Note and the Project. Subject and pursuant to the provisions of this Ordinance, an obligation of the Issuer to be known as "City of Destin, Florida Non-Ad Valorem Revenue Note, Series 2024" is hereby authorized to be issued under and secured by this Ordinance, in the principal amount of not to exceed \$25,000,000 for the purpose of providing funds, together with other legally available funds of the Issuer, to finance the costs of the Project and to pay the costs of issuance of the Note.

The Issuer hereby authorizes the Project.

Prior to the issuance of the Note, the Issuer shall receive from the Original Purchaser a Lender's Certificate, the form of which shall be approved by Supplemental Resolution, and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, the form of which shall be approved by Supplemental Resolution.

SECTION 5. Description of Note. The Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Original Purchaser, subject to the terms of a Supplemental Resolution and the following terms:

(A) Interest Rate. The initial fixed interest rate on the Note will be as provided by Supplemental Resolution (subject to adjustment as provided in the Note, the "Interest Rate"); provided, however the Interest Rate shall in no event exceed the maximum interest rate permitted by the Act.

(B) Principal and Interest Payment Dates. Interest on the Note shall be paid on the dates provided by Supplemental Resolution. All unpaid principal on the Note shall be paid on the Maturity Date unless earlier prepaid.

(C) Prepayment of the Note. The Note may be subject to prepayment as provided by Supplemental Resolution.

(D) Form of the Note. The Note is to be in substantially the form approved by Supplemental Resolution.

(E) Series Designation; Original Denominations. Notwithstanding anything herein to the contrary, the Issuer may determine by Supplemental Resolution to issue the indebtedness authorized hereunder in one or more series of Notes, with such further appropriate particular designations added to or incorporated in such title for the Notes of any particular series as may be necessary to distinguish such Notes from the Note of any other series; provided, however, that the aggregate principal amount of such Notes shall not exceed \$25,000,000. In the case that debt service on the Notes is paid from the hereinafter created Debt Service Fund, such payments shall be made on a parity and equal basis. The Notes issued for each series shall originally be issued in a single denomination equal to the original principal amount thereof.

SECTION 6. Registration and Exchange of Note; Persons Treated as Owner. Except as otherwise provided by Supplemental Resolution, the Note is initially registered to the Original Purchaser. So long as the Note shall remain unpaid, the Issuer will keep books for the registration and transfer of the Note. The Note shall be transferable only upon such registration books and only in whole to a Permitted Lender in a single denomination equal to the principal amount of the Note.

The Person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest on the Note shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

SECTION 7. Payment of Principal and Interest; Limited Obligation. The Issuer promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Note is secured by a pledge of and lien upon the Pledged Revenues in the manner and to the extent described herein. The Note shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof. No holder of any Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or the use or application of ad valorem tax revenues to pay such Note, or be entitled to

payment of such Note from any funds of the Issuer except from the Pledged Revenues as described herein.

SECTION 8. Covenant to Budget and Appropriate; Further Assurance. (A) Subject to the next paragraph, the Issuer covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund (hereinafter created) amounts sufficient to pay principal of and interest on the Note and all other payments due hereunder not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Issuer to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The Issuer further acknowledges and agrees that the obligations of the Issuer to include the amount of such appropriations in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Owner of the Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Ordinance to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem taxing power or ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the Issuer and no Owner of the Note nor any other Person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder. The obligation of the Issuer to budget, appropriate, deposit and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer. Notwithstanding any provisions of this Ordinance or the Note to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Ordinance nor the obligations of the Issuer hereunder shall be construed as a

pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Issuer, but shall be payable solely as provided herein and is subject to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer and is further subject to the provisions of Section 166.241, Florida Statutes insofar as there are not sufficient Non-Ad Valorem Revenues to comply with such covenant after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer.

There is hereby created and established the "City of Destin, Florida Non-Ad Valorem Revenue Note, Series 2024 Debt Service Fund" (the "Debt Service Fund"), which fund shall be a trust fund held by the City Clerk, which shall be held solely for the benefit of the Owner as provided herein. The money in the Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State. The designation and establishment of the Debt Service Fund in and by this Ordinance shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Issuer for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided.

The Issuer may at any time and from time to time appoint one or more depositories to hold, for the benefit of the Owner of the Note, the Debt Service Fund established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from such Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Owner of the Note. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000).

Until applied in accordance with this Ordinance, the Non-Ad Valorem Revenues of the Issuer on deposit in the Debt Service Fund and other amounts on deposit from time to time in the funds and accounts established herein, plus any earnings thereon, shall be pledged to the repayment of the Note.

SECTION 9. Application of Note Proceeds. Together with other legally available funds of the Issuer, proceeds from the sale of the Note shall be used to finance and/or reimburse the costs of the Project and pay the costs of issuance of the Note.

The Issuer covenants and agrees to establish a special fund to be designated "City of Destin, Florida Non-Ad Valorem Revenue Note, Series 2024 Project Fund" (the "Project Fund"). The designation and establishment of the Project Fund by this Ordinance shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain assets of the Issuer for certain purposes and to establish

certain priorities for application of such assets as herein provided. Amounts on deposit from time to time in the Project Fund, plus any earnings thereon, are pledged to the repayment of the Note.

The funds and accounts created and established by this Ordinance shall constitute trust funds for the purpose provided herein for such funds. Moneys on deposit to the credit of all funds and accounts created hereunder may be invested pursuant to applicable law and the Issuer's written investment policy and shall mature not later than the dates on which such moneys shall be needed to make payments in the manner herein provided. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the account from which the said investment was withdrawn, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, except as expressly provided in this Ordinance, and any loss resulting from such investment shall likewise be charged to said fund or account.

Moneys in the Debt Service Fund and/or the Project Fund may be invested and reinvested in the Permitted Investments which mature not later than the dates on which the moneys on deposit therein will be needed for the purpose of such fund. Investment income accrued in the Debt Service Fund shall be used to pay debt service on the Note and investment income accrued in the Project Fund shall be used to pay costs of the Project or debt service on the Note.

SECTION 10. Intent to Reimburse. Pursuant to Resolution No. 23-13 adopted on August 7, 2023, the City Council of the Issuer expressed its intention that the Issuer be reimbursed from the proceeds of the Note for any costs incurred in connection with the 1 Harbor Project prior to the issuance of the Note. Pursuant to Resolution No. 23-22 adopted on October 16, 2023, the City Council of the Issuer expressed its intention that the Issuer be reimbursed from the proceeds of the Note for any costs incurred in connection with the Undergrounding Project prior to the issuance of the Note.

SECTION 11. Tax Covenant. The Issuer covenants to the Owner of the Note provided for in this Ordinance that the Issuer will not make any use of the proceeds of the Note at any time during the term of the Note which would cause the Note to be an "arbitrage bond" within the meaning of the Code. The Issuer will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Note from the gross income of the Owner thereof for purposes of federal income taxation.

SECTION 12. Amendment. No modification or amendment of this Ordinance or of any resolution supplemental hereto may be made without the consent in writing of the Owner.

SECTION 13. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Note is intended or shall be construed to give to any Person other than the Issuer and the Owner any legal or equitable right, remedy or claim under or with respect to this Ordinance or any covenants,

conditions and provisions herein contained; this Ordinance and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owner.

SECTION 14. Note Mutilated, Destroyed, Stolen or Lost. In case the Note shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Owner furnishing the Issuer proof of ownership thereof and indemnity reasonably satisfactory to the Issuer and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The Note so surrendered shall be canceled.

SECTION 15. Impairment of Contract. The Issuer covenants with the Owner of the Note that it will not, without the written consent of the Owner of the Note, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner of the Note hereunder.

SECTION 16. Budget and Financial Information. At no cost to the Owner, the Issuer shall provide the Owner of the Note with its comprehensive annual financial statement for each Fiscal Year of the Issuer when available and in no event later than 270 days after the close of such Fiscal Year, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant. In addition, the Issuer shall provide to the Owner (at no cost to the Owner) of the Note such other financial and budget information as may be reasonably requested by the Owner from time to time. All accounting terms not specifically defined or specified herein shall have the meanings attributed to such terms under generally accepted accounting principles as in effect from time to time, consistently applied.

SECTION 17. Events of Default; Remedies of Owner. The following shall constitute "Events of Default": (i) if the Issuer fails to pay any payment of principal of or interest on the Note as the same becomes due and payable; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Ordinance or the Note (other than set forth in (i) above) and fails to cure the same within thirty (30) days following written notice thereof; or (iii) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for ninety (90) days undismissed or undischarged.

Upon the occurrence and during the continuation of any Event of Default, the Owner of the Note may, in addition to any other remedies set forth in this Ordinance or the Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or

contained in this Ordinance, and may enforce and compel the performance of all duties required by this Ordinance, or by any applicable statutes to be performed by the Issuer.

In case of an Event of Default pursuant to (i) above, upon written declaration of the Owner of the Note, the entire debt then remaining unpaid under the Note shall be immediately due and payable.

SECTION 18. Severability. If any one or more of the covenants, agreements or provisions of this Ordinance should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions and in no way affect the validity of all the other provisions of this Ordinance of the Note issued hereunder.

SECTION 19. Business Days. In any case where the due date of interest on or principal of a Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

SECTION 20. Applicable Provisions of Law; Waiver of Jury Trial. This Ordinance shall be governed by and construed in accordance with the laws of the State of Florida. The Issuer and the Original Purchaser, as evidenced by acceptance of the Note, shall each consent to Florida jurisdiction and each agree to waiver trial by jury in any action arising under this Ordinance or Note.

SECTION 21. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Ordinance and not solely to the particular portion in which any such word is used.

SECTION 22. Captions. The captions and headings in this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Ordinance.

SECTION 23. No Personal Liability. Neither the members of the City Council of the Issuer, any employees of the Issuer, nor any Person executing the Bonds shall be personally liable therefor or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 24. Authorizations. The Mayor and any member of the City Council of the Issuer, the City Manager, the City Attorney, the City Clerk and such other officials and employees of the Issuer as may be designated by the Issuer are each designated as agents of the Issuer in connection with the issuance and delivery of the Note and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the Issuer that are necessary or desirable in connection with the

execution and delivery of the Note, and which are specifically authorized or are not inconsistent with the terms and provisions of this Ordinance.

SECTION 25. Repeal of Inconsistent Instruments. All ordinances or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 26. No Third Party Beneficiaries. Except such other persons as may be expressly described in this Ordinance or in the Note, nothing in this Ordinance or in the Note, expressed or implied, is intended or shall be construed to confer upon any person, other than the Issuer and the Owner, any right, remedy or claim, legal or equitable, under and by reason of this Ordinance, or any provision thereof, or of the Note, all provisions thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Persons who shall from time to time be the Owner.

SECTION 27. Ordinance to Constitute a Contract. In consideration of the acceptance of the Note authorized to be issued hereunder by the Owner, this Ordinance together with any Supplemental Resolution adopted hereunder shall be deemed to be and shall constitute a contract between the Issuer and the Owner. The covenants and agreements herein set forth to be performed by the Issuer shall be for the benefit, protection and security of the Owner.

SECTION 28. Severability. If any provision of this Ordinance is held or deemed to be or in fact, is illegal, inoperative or unenforceable in any context, it will not affect any other provision of this Ordinance or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent.

[Remainder of page intentionally left blank]

SECTION 29. Effective Date. This ordinance shall take effect immediately upon its passage and enactment.

(SEAL)

Bobby Wagner, Mayor

ATTEST:

Larry Jones, Interim City Manager

Rey Bailey, City Clerk

First Reading October 21, 2024

Second Reading November 4, 2024

CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: October 21, 2024
BOARD/COMMITTEE: City Council
TYPE OF AGENDA ITEM: Ordinance
OUTLINE NUMBER: 5.E.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Noell Bell, Chief Building Official
Tina Deater, Community Development Director

DATE: October 15, 2024

SUBJECT: First reading of Ordinance 24-14-LC - Removing Section 20.06.00 of the Land Development Code - "Unsafe Building Abatement."

I. BACKGROUND: As part of the current rewrite of the Land Development Code (LDC), Staff has determined that the type of structural maintenance regulations currently located in **LDC Article 20.06.00 Unsafe Building Abatement** are more appropriate in the Code of Ordinances because they are not regulations, but rather the enforcement of regulations post-development. Thus, we are creating **Article V. - Property Maintenance Code under Chapter 6 - Building and Building Regulations** in the Code of Ordinances and proposing to expand the scope of the regulations to also address general site conditions.

This agenda item, Ordinance 24-14-LC, removes **Article 20.06.00 Unsafe Building Abatement** from the Land Development Code, and an accompanying agenda item, Ordinance 24-17-CC, creates **Article V. - Property Maintenance Code under Chapter 6 - Building and Building Regulations** in the Code of Ordinances and expands the scope of the regulations to also address general site conditions.

II. DISCUSSION: While the Florida Building Code applies to new construction, it is important that standards are also in place for existing structures and premises, requiring owners of residential and non-residential properties to continue to maintain both the exterior of the property (yard) and the structural elements to ensure life safety and structural integrity.

To address these maintenance issues, Staff proposes the adoption of a **Property Maintenance Code**, modeled from the **International Code Council (ICC) 2024 Property**

Maintenance Code. This Code will be located in the **Code of Ordinances Article V. - Property Maintenance Code under Chapter 6 - Building and Building Regulations.**

The scope of those regulations is expanded to apply to the entire property and includes all exterior elements (yard) and the existing structural elements, containing maintenance standards for both.

The appropriate location for these type of property maintenance regulations is in the Code of Ordinances; therefore, an amendment to the Land Development Code deleting the current regulations is required to allow the adoption of the new regulations in the Code of Ordinances. This agenda item, Ordinance 24-14-LC, removes **Article 20.06.00 Unsafe Building Abatement** from the Land Development Code, and an accompanying agenda item, Ordinance 24-17-CC, creates **Article V. - Property Maintenance Code under Chapter 6 - Building and Building Regulations** in the Code of Ordinances and expands the scope of the regulations to also address general site conditions.

On October 4, 2024, staff brought forth the proposed Ordinance to the LPA for their recommendation. The LPA voted 5-0 to recommend approval of Ordinance 24-14-LC.

- 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):** Increased safety for residents and visitors.
- D. **Legislative Sponsor:**

III. CONCLUSION: One of Community Development's primary roles is to ensure all properties within the City of Destin are maintained in a manner that protects the health, safety, and welfare of both property owners and the public, as well as the preservation of neighborhoods and commercial areas. Adoption of a new Property Maintenance Code will assist us in fulfilling that role. Therefore, staff recommends approval of the proposed Ordinance 24-14-LC, which will **delete Section 20.05.00 (Unsafe Buildings) of the Land Development Code (LDC)**, with the understanding a New Property Maintenance Code will replace the Unsafe Building Code in the Code of Ordinances.

IV. RECOMMENDED MOTION: I move that the City Council approve Ordinance 24-14-LC on first reading.

Attachments:

1. Ordinance 24-14-LC Unsafe Building Abatement Removal
2. Business Impact Statement 24-14-LC

ORDINANCE NO. 24-14-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA; REMOVING SECTION 20.06.00 OF THE LAND DEVELOPMENT CODE “UNSAFE BUILDING ABATEMENT”; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR REMOVAL FROM 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 unsafe building abatement and to remove such regulations from the Land Development Code, entirely; and

WHEREAS, the City Council desires to remove certain building-related regulations from the Land Development Code and to set forth all such provisions in the Code of Ordinances; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

WHEREAS, a public hearing has been conducted after due public notice by the Local Planning Agency and its recommendations reported to the City Council; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

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

NOTE: Language in EXHIBIT A 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 20.06.00

Section 20.06.00 of the Land Development Code is hereby deleted in its entirety, as set forth in Exhibit “A” attached hereto and fully incorporated herein by this reference.

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: _____

EXHIBIT "A"

20.06.00 Reserved.

20.06.00. Unsafe Building Abatement – General.

~~All buildings, structures, premises, electrical, gas, mechanical or plumbing systems which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, or which are otherwise unfit for human habitation, as may be further defined hereinbelow, are considered unsafe buildings. All such unsafe buildings, structures or premises are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the provisions of this Code or other applicable local ordinance.~~

20.06.01. *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~Unsafe Building.~~ Any building, structure or property that has any of the following conditions, such that life, health, property or safety of the general public or the building its occupants, either permanent or occasional, of the general public are endangered:

- ~~(1) Any means of egress or portion thereof is not of adequate size, or is not arranged to provide a safe path of travel in case of fire or panic, or otherwise does not conform to the Florida Building Code or Florida Life Safety Code as related to the requirements for existing buildings or to the approved plans, if any.~~
- ~~(2) Any means of egress or portion thereof, such as, but not limited to, fire doors, closing devices and fire resistive ratings, is in disrepair or in a dilapidated or nonworking condition such that the means of egress could be rendered unsafe in case of fire or panic.~~
- ~~(3) The stress in any material, member or portion thereof, due to all imposed loads including dead load exceeds the stress allowed in the Florida Building Code as related to the requirements for existing buildings.~~
- ~~(4) The building, structure or portion thereof has been damaged by fire, flood, earthquake, wind or other cause to the extent that the structural integrity of the building or structure is less than it was prior to the damage and is less than the minimum requirements established by the Florida Building Code as related to the requirements for existing buildings.~~
- ~~(5) Any exterior appendage or portion of the building or structure is not securely fastened, attached or anchored such that it is incapable of resisting wind, seismic or similar loads as required by the Florida Building Code as related to the requirements for existing buildings.~~
- ~~(6) If, for any reason, the building, structure or portion thereof is manifestly unsafe or unsanitary for the purpose for which it is being used.~~
- ~~(7) The building, structure or portion thereof as a result of damage, decay, deterioration or dilapidation is likely to fully or partially collapse.~~
- ~~(8) The building, structure or portion thereof has been constructed or maintained in violation of a specific requirement of the Florida Building Code, was not constructed according to the approved plans, if any, or was constructed without first obtaining a building construction permit, where a building permit was required.~~
- ~~(9) Any building, structure or portion thereof that is unsafe, unsanitary or not provided with~~

adequate egress, or which constitutes a fire hazard, or is otherwise dangerous to human life, or which in relation to existing use, constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence or abandonment.

- (10) — Any building, structure or portion thereof that displays any of the above is in such a condition so as to constitute a public nuisance or an unsafe or dangerous attractive nuisance.
- (11) — Any building, structure or property rendered unsafe or dangerous to human health by the presence of unlawful hazardous materials or toxic substances.
- (12) — Any violation of Chapters 2 and 3 (except Section 309) of the Standard Housing Code, 1994 Edition, which is hereby adopted by the City for the purpose of establishing minimum rules and regulations for the use, occupancy and maintenance of buildings on residential properties; in addition to the provisions hereinabove, the provisions of such code shall be controlling as to the use, occupancy and maintenance of buildings on residential properties in the corporate limits of the City.

20.06.02. *Determination of Unsafe Building.* The Building Official (in consultation with and the Fire Official, where applicable) shall determine when a building is unsafe, or a portion of it may be unsafe. The Determination of Unsafe Building shall include a statement indicating the building or structure has been declared unsafe by the City and a detailed report documenting the conditions determined to have rendered the building or structure unsafe under the Code and shall be signed by the Building Official. Such determination shall be forwarded to the Code Enforcement Officer for further action according to the following procedures, and the procedures in Chapter 14, Article III, Code Enforcement Board; Special Magistrate, Destin Code of Ordinances.

20.06.03. *Notice.* The Code Enforcement Officer, upon receiving a Determination of Unsafe Building from the Building Official, shall prepare with coordination from the Building Official and issue a combined Notice of Unsafe Building and Notice of Violation directed to the owner of record of the building or structure. The Notice shall be provided as required in Section 14-84, Destin Code of Ordinances and shall also be posted in a conspicuous place on or about the structure. Once posted, it shall be unlawful for any person, firm, corporation, or other entity, or any agent thereof, to remove, deface or destroy the Notice of Unsafe Building and Notice of Violation without permission, or for any person to enter or otherwise occupy the building except for the purpose of making the required repairs or demolishing the building or structure based on applicable permitting and approvals by the Building Official. The Notice shall contain, but not be limited to, the following information:

- (1) — The street address or location on which road, if no address is assigned and the property I.D. of the structure, building or property.
 - (2) — The Determination of Unsafe Building shall be included in its entirety.
 - (3) — A statement advising that if the following required actions, as determined by the building official, are not commenced within or completed by the time specified, the matter will be referred to the Code Enforcement Board or Special Magistrate for a hearing, which may result in a finding of violation and an order imposing fine and costs and requiring that the building, structure or property will be repaired or ordered vacated and, if applicable, demolished and all costs incurred, together with any accrued fines; and that the order imposing fine and costs may be filed in the public records, and as such, thereafter will constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator.
- a. — If the building or structure is to be repaired, the notice shall require that all necessary permits be secured and the work commenced within 60 days and continue to completion within such time as allowed per code.

- b. ————— If the building or structure is to be vacated, the notice shall indicate the time within which vacation is to be completed and the building or structure secured against further occupancy, which time shall not exceed 30 days.
- c. ————— If the building or structure is to be demolished, the notice shall require that the premises be vacated within 30 days, that all required permits for demolition be secured in 60 days and completed within such time as allowed per code.
- (4) ————— A statement that the Building Official has the authority to authorize disconnection of utility service to any structure where necessary to eliminate an immediate hazard to life or property or when such utility connection was made without proper authorization.
- (5) ————— A statement providing notice that it is unlawful for any person, firm, corporation, or other entity, or any agent thereof, to remove, deface or destroy the Notice of Unsafe Building and Notice of Violation without the permission, or for any person to enter or otherwise occupy the building except for the purpose of making the required repairs or demolishing the building or structure based on applicable permitting and approvals by the Building Official.

2.06.04. Additional Powers and Duties of the Building and Fire Officials.

- (1) ————— The Building and Fire Officials may enter any building, structure or property at all reasonable times to make an inspection or enforce this code.
 - a. ————— When entering a building, structure or property that is occupied, the officials shall first identify themselves, present proper credentials and request entry.
 - b. ————— If the building, structure or property is unoccupied, the officials shall make a reasonable effort to locate the owner or other persons having charge of the building and demand entry.
 - c. ————— If the officials are unable to obtain authorization to enter and inspect a building, structure or property, the officials may enter and inspect such building, structure or property by any other lawful means, including through the inspection warrant process as provided in Chapter 933, Florida Statutes.
- (2) ————— The Building Official shall have the authority to authorize disconnection of utility service to any structure where necessary to eliminate an immediate hazard to life or property or when such utility connection is made without proper authorization. The Building Official shall notify the serving utility and, whenever possible, the owner or occupant of the structure, of the decision to disconnect such service prior to taking such action. The Building Official shall use best efforts to determine those instances where service is connected to more than one customer to avoid unintentional disconnection of utilities of innocent third parties.
- (3) ————— Regardless of whether notice has been issued by the Code Enforcement Officer as provided in Section 20.06.03 hereinabove, the Building Official is authorized to take the following emergency measures where, in the opinion of the Building Official, there is imminent danger of fire, failure, or collapse of a building or structure which endangers life, or when any portion of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the structure's occupants or those in proximity because of explosives, explosive fumes or vapors, or the presence of toxic fumes, gases or materials:
 - a. ————— Disconnection of utility service as provided hereinabove.
 - b. ————— Order and require that the occupants vacate the building, structure or property immediately.
 - c. ————— Posting the building, structure or property at each entrance informing all persons that it is unlawful for any person to enter the building, structure or property except for the purpose of securing the building or structure, making an inspection, making required repairs, removing the hazardous condition, cleanup or remediation of hazardous materials or toxic

- substances, or for demolition and removal.
- d. Temporarily close or board up buildings or structures against further entry, or order the authority having jurisdiction to close sidewalks, streets, public rights of way, and places adjacent to such buildings, structures or property.
 - e. When there is an imminent danger due to the condition of the building, structure or property, order emergency work to reduce or eliminate such condition to be performed by the property owner, or if the owner fails to perform such work within such reasonable time as specified by the Building Official, take such steps as are necessary to eliminate such condition and present such costs to the Code Enforcement Board or Special Magistrate for an Order authorizing the placement of a lien to be recorded against the property for the costs of such work if the finding of imminent danger is confirmed by the code enforcement hearing.
- (4) The Notice of Unsafe Building shall be removed at such time as the defect or defects upon which the Notice is based have been eliminated.
- 20.06.05. *Code Enforcement Hearing.* Upon failure of the owner to comply with the remedial measures and actions as required in the Notice of Unsafe Building and Notice of Violation, the Code Enforcement Officer shall schedule the matter to be heard by the Code Enforcement Board or Special Magistrate as provided in Section 14-79, Destin Code of Ordinances. If the Code Enforcement Board or Special Magistrate determines that there is a violation and affirms the Code Enforcement Officer's Determination of Unsafe Building, the Board or Special Magistrate shall in its order provide a reasonable time for the owner to correct the unsafe or dangerous condition, subsequent to which the Code Enforcement Officer may be directed to take any necessary remedial measures to have the building, structure or property secured by repair, closing up all entrances, or demolition. All such costs of remedial measures incurred by the City shall be charged against the real property upon which the building or structure is located and shall be a lien upon such real estate, and upon any other real or personal property owned by the violator, and may be collected in any legal manner.
- 20.06.06. *Method of Demolition or Repair.*
- (1) The Code Enforcement Board or Special Magistrate shall order either the demolition or repair of a building or structure as follows:
 - a. Demolition and removal shall be ordered when any building or structure is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy to such an extent that it is unreasonable to repair the building or structure. Such order shall specify a time in which demolition is to be completed and shall require that the owner board up such building or structure pending demolition and removal.
 - b. Repair shall be ordered where such building or structure is capable of being made safe by repair. Such order shall specify the time in which such repairs are to be made and shall require the owner to board up the building or structure pending such repair.
 - (2) Boarding up a building or structure for future demolition or repair pursuant to an order of the Code Enforcement Board or Special Magistrate shall not extend beyond one year, unless approved by the Code Enforcement Board or Special Magistrate upon a showing of good cause.
 - (3) When any building or structure is to be demolished and removed by the City, the City, or any entity under contract to the City, may enter onto the real property that is the subject of the order and undertake such demolition by any lawful means. The City, or any entity under contract with the City, shall have the right to sell salvage and valuable materials at the highest price obtainable. The proceeds of the sale, after deducting the expenses of such demolition and removal, shall be promptly remitted to the owner with a report of

~~such sale of transaction, including the items of expense and the amounts deducted. If there is not surplus to remit to the owner, the report shall so state.~~

~~(Ord. No. 15-08 LC, §§ 4—15, 10-19-15)~~

~~Editor's note(s) Ord. No. 15-08 LC, §§ 5—15, adopted October 19, 2015, and enacted a new § 20.06.00 as set out herein. The former § 20.06.00 pertained to generally. See Code Comparative Table for complete derivation.~~



Community Development Department

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Business Impact Statement for Proposed Ordinance 24-17-CC

1. Summary of proposed Ordinance 24-14-LC.

This ordinance is a deletion of Chapter 20, section 20.06.00 Unsafe Building Abatement as part of the LDC rewrite.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city.

a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

None.

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

None.

c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

None.

4. Any additional information the board determines may be useful.

None.

CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: October 21, 2024
BOARD/COMMITTEE: City Council
TYPE OF AGENDA ITEM: Ordinance
OUTLINE NUMBER: 5.F.

TO: City Council

THRU: Larry Jones , Interim City Manager
Kimberly Kopp, City Attorney

FROM: Noell Bell, Chief Building Official
Tina Deater, Community Development Director

DATE: October 15, 2024

SUBJECT: First reading of Ordinance 24-17-CC - Amending Chapter 6 of the Code of Ordinances to create a new Article 5, "Property Maintenance Code."

I. BACKGROUND: Article 20.06.00 of the Land Development Code (LDC) – **Unsafe Building Abatement** was adopted in 2015 and was modeled from the **1985 Standard Unsafe Building Abatement Code**. Staff has found that these regulations do not fully capture all elements of public health, safety, welfare and the preservation of neighborhoods, as they apply only to structures and do not address a property's general site conditions. Due to the limits of these regulations, the City's Code Compliance efforts are limited. Therefore, Staff is seeking to expand the regulations to include the property as a whole, including all exterior elements (yard).

As part of the current rewrite of the Land Development Code (LDC), Staff has also determined that the type of structural maintenance regulations currently located in **LDC Article 20.06.00 Unsafe Building Abatement** are more appropriate in the Code of Ordinances because they are not regulations, but rather the enforcement of regulations post-development. Thus, we are creating **Article V. - Property Maintenance Code under Chapter 6 - Building and Building Regulations** in the Code of Ordinances and proposing to expand the scope of the regulations to also address general site conditions.

An accompanying agenda item, Ordinance 24-14-LC, removes **Article 20.06.00 Unsafe Building Abatement** from the Land Development Code to allow for the adoption of the new **Property Maintenance Code**.

II. DISCUSSION: While the Florida Building Code applies to new construction, it is important that standards are also in place for existing structures and premises, requiring

owners of residential and non-residential properties to continue to maintain both the exterior of their property (yard) and the structural elements to ensure public health, safety, welfare, the preservation of neighborhoods and structural integrity.

To address these issues, Staff proposes the adoption of a **Property Maintenance Code**, modeled from the **International Code Council (ICC) 2024 Property Maintenance Code**. This Code will be located in the **Code of Ordinances Article V. - Property Maintenance Code under Chapter 6 - Building and Building Regulations**. The scope of the regulations is expanded from what is currently in the Land Development Code to apply to the entire property and includes all exterior elements (yard) and the existing structural elements, containing maintenance standards for both.

On October 4, 2024, staff brought forth the proposed ordinance to the LPA for their recommendation. The LPA voted 5-0 to recommend approval of Ordinance 24-17-CC.

- 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):** Increased safety for residents and visitors
- D. **Legislative Sponsor:**

III. CONCLUSION: One of Community Development's primary roles is to ensure all properties within the City of Destin are maintained in a manner that protects the health, safety, and welfare of both property owners and the public, as well as the preservation of neighborhoods and commercial areas. Adoption of the proposed Property Maintenance Code will assist us in fulfilling that role.

IV. RECOMMENDED MOTION: I move that the City Council approve Ordinance 24-17-CC on first reading.

Attachments:

1. Ordinance 24-17-CC Property Maintenance Code
2. Business Impact Statement 24-17-CC

ORDINANCE NO. 24-17-CC

**AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA;
AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES
TO CREATE A NEW ARTICLE 5, "PROPERTY
MAINTENANCE CODE"; PROVIDING FOR FINDINGS OF
FACT; PROVIDING FOR INCORPORATION INTO THE
CODE OF ORDINANCES; PROVIDING FOR
CONFLICTING PROVISIONS; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE
DATE.**

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter 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 create a property maintenance code; and

WHEREAS, the City Council desires amend the Code of Ordinances relating to adopt a property maintenance code; 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 6, CITY CODE OF ORDINANCES.

Chapter 6 of the Code of Ordinances is hereby amended as follows:

Chapter 6 – BUILDINGS AND BUILDING REGULATIONS

ARTICLE V. – PROPERTY MAINTENANCE CODE

SECTION 101

SCOPE AND GENERAL REQUIREMENTS

101.1 Title.

These regulations shall be known as the Property Maintenance Code of CITY OF DESTIN, hereinafter referred to as “this code.”

101.2 Scope.

The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of owners, an owner’s authorized agent, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

101.3 Purpose.

The purpose of this code is to establish minimum requirements to provide a reasonable level of health, safety, property protection and general welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a reasonable minimum level of health, safety and general welfare as required herein.

101.4 Severability.

If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

SECTION 102

APPLICABILITY

102.1 General.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

102.2 Maintenance.

Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. An owner, owner’s authorized agent, operator or occupant shall not cause any service, facility, equipment or utility that is required under this section to be removed from, shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation

of fire protection and safety systems and devices in existing *structures*. Except as otherwise specified herein, the *owner* or the *owner's* authorized agent shall be responsible for the maintenance of buildings, *structures* and *premises*.

102.3 Application of other codes.

Repairs, additions or alterations to a *structure*, or changes of *occupancy*, shall be done in accordance with the procedures and provisions of the Land Development Code, Code of Ordinance's, *Florida Building Code, Florida Existing Building Code, Florida Energy Conservation Code, Florida Fire Code, Florida Fuel Gas Code, Florida Mechanical Code, Florida Residential Code, Florida Plumbing Code and NFPA 70 – National Electrical Code (NEC)*. Nothing in this code shall be construed to cancel, modify or set aside any provision of the local Destin Zoning Regulations.

102.4 Existing remedies.

The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any *structure* that is *dangerous*, unsafe or insanitary.

102.5 Workmanship.

Repairs, maintenance work, alterations or installations that are caused directly or indirectly by the enforcement of this code shall be executed and installed in a *workmanlike* manner and installed in accordance with the manufacturer's instructions.

102.6 Structural analysis.

Where structural analysis is used to assess a potentially unsafe structural condition, the analysis shall be permitted to use nominal strengths, nominal loads, load effects, required strengths and limit states in accordance with the requirements under which the *structure* was constructed or in accordance with any subsequent requirement.

102.7 Historic buildings.

The provisions of this code shall not be mandatory for existing buildings or *structures* designated as *historic buildings* where such buildings or *structures* are judged by the *code* official to be safe and in the public interest of health, safety and welfare.

102.8 Referenced codes and standards.

The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.8.1 and 102.8.2.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

102.8.1 Conflicts.

Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

102.8.2 Provisions in referenced codes and standards.

Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

102.9 Requirements not covered by code.

Requirements necessary for the strength, stability or proper operation of an existing fixture, *structure* or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the *code official*.

102.10 Application of references.

References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.11 Other laws.

The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

SECTION 103

CODE OFFICIAL

103.1 Code Official

The City Building Official and City Building Official's designee is also referred to as the *code official*. It is intended that the *code official* and Code Compliance Division/Department staff will work together for compliance with this Property Maintenance Code.

SECTION 104

FEES

104.1 Fees.

The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as established by the City Council.

SECTION 105

DUTIES AND POWERS OF THE CODE OFFICIAL

105.1 General.

The *code official* is hereby authorized and directed to enforce the provisions of this code. The code official, in his or her discretion, may authorize City Code Compliance staff to enforce the provisions of this code under his or her supervision.

105.2 Determination of compliance.

The *code official* shall have the authority to determine compliance with this code, to render interpretations of this code and to adopt policies and procedures in order to clarify the application of this code's provisions. Such interpretations, policies and procedures:

1. Shall be in compliance with the intent and purpose of this code.
2. Shall not have the effect of waiving requirements specifically provided for in this code or other applicable codes and ordinances.

105.3 Right of entry.

Where it is necessary to make an inspection to enforce the provisions of this code, or where the *code official* has reasonable cause to believe that there exists in a *structure* or on any *premises* a condition that is contrary to or in violation of this code that makes the *structure* or *premises* unsafe, *dangerous* or hazardous, the *code official* is authorized to enter the *structure* or *premises* at all reasonable times to inspect or perform the duties imposed by this code. If such *structure* or *premises* is occupied, the *code official* shall present credentials to the *occupant* and request entry. If such *structure* or *premises* is unoccupied, the *code official* shall first make a reasonable effort to locate the owner, *owner's* authorized agent or other *person* having charge or control of the *structure* or *premises* and request entry. If entry is refused, the *code official* shall have recourse to every remedy provided by law to secure entry.

105.3.1 Warrant.

Where the *code official* or code compliance staff has first obtained a proper inspection warrant or other remedy provided by law to secure entry, an *owner*, the *owner's* authorized agent, *occupant* or *person* having charge, care or control of the *structure* or *premises* shall not fail or *neglect*, after proper a request is made as herein provided, to permit entry therein by the *code official* or code compliance staff for the purposes of inspection and examination pursuant to this code.

105.4 Identification.

The *code official* and code compliance staff shall carry proper identification when inspecting *structures* or *premises* in the performance of duties under this code.

105.5 Notices and orders.

The *code official* (or code compliance staff as directed by the *code official*), shall issue all necessary notices or orders to ensure compliance with this code, in accordance with Section 107.

105.6 Official records.

The City shall keep official records as required by Sections 105.6.1 through 105.6.2. Such official records shall be retained as required by Florida Statutes.

105.6.1 Approvals.

A record of approvals shall be maintained by the City and shall be available for public inspection during business hours in accordance with applicable laws.

105.6.2 Investigations/Inspections.

The *code official* (or code compliance staff as directed by the *code official*) shall have the authority to conduct investigation/inspections or shall accept reports of investigation/inspection by *approved* agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved agency* or by the responsible individual. The City shall keep a record of each

investigation/inspection made, including notices and orders issued, showing the findings and disposition of each.

SECTION 107

VIOLATIONS

107.1 Unlawful acts.

It shall be unlawful for a *person*, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

107.2 Notice of violation.

The *code compliance officer*, in collaboration with the *code official*, shall serve a notice of violation or order in accordance with Chapter 162, Florida Statutes.

107.3 Prosecution of violation.

Code Enforcement Hearing. Upon failure of the *owner* to comply with the remedial measures and actions as required in the Notice of Violation, the Code Compliance Officer shall schedule the matter to be heard by the Code Compliance Special Magistrate. If the Special Magistrate determines that there is a violation and affirms the violation, the Special Magistrate shall in its order provide a reasonable time for the *owner* to correct such violation, subsequent to which the Code Compliance Officer may be directed to take any necessary remedial measures to have the building, *structure* or property secured by repair, closing up all entrances, demolition or other means necessary to correct such violations. All such costs of remedial measures incurred by the City shall be charged against the real property upon which the building, *structure* or parcel is located and shall be a lien upon such real estate, and upon any other real or personal property owned by the violator and may be collected in any legal manner.

107.4 Violation penalties.

Any *person* who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

107.5 Abatement of violation.

The imposition of the penalties herein prescribed shall not preclude the City from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal *occupancy* of a building, *structure* or *premises*, or to stop an illegal act, conduct, business or utilization of the building, *structure* or *premises*.

SECTION 108

STOP WORK ORDER

108.1 Authority.

Where the *code official* finds any work regulated by this code or the Florida Building Codes being performed in a manner contrary to the provisions of these codes or in an unsafe manner, the *code official* is authorized to direct issuance of a stop work order.

108.2 Issuance.

The stop work order shall be in writing and shall be given to the *owner* of the property, to the *owner's* authorized agent, or to the *person* performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

108.3 Emergencies.

Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

108.4 Failure to comply.

Any *person* who shall continue any work after having been served with a stop work order, except such work as that *person* is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the authority having jurisdiction, shall be subject to enforcement pursuant to Chapter 162, Florida Statutes, and may be subject to enforcement to any other legal or equitable means available to the City pursuant to state law.

SECTION 109

UNSAFE STRUCTURES AND EQUIPMENT

109.1 Unsafe conditions.

When a *structure* or equipment is found by the *code official* to be unsafe, or when a *structure* is found unfit for human *occupancy*, or is found unlawful, such *structure* shall be *condemned* pursuant to the provisions of this code.

109.1.1 Unsafe structures.

An unsafe *structure* is one that is found to be hazardous to the life, health, property or safety of the public or the *occupants* of the *structure* by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such *structure* contains unsafe equipment or is *dangerous*.

109.1.2 Unsafe equipment.

Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the *premises* or within the *structure* that is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or *occupants* of the *premises* or *structure*.

109.1.3 Structure unfit for human occupancy.

A *structure* is unfit for human *occupancy* whenever the *code official* finds that such *structure* is unsafe, unlawful or, because of the degree to which the *structure* is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation*, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the *structure* constitutes a hazard to the *occupants* of the *structure* or to the public.

109.1.4 Unlawful structure.

An unlawful *structure* is one found in whole or in part to be occupied by more *persons* than permitted under this code, or was erected, altered or occupied contrary to law.

109.1.5 Hazardous structure or premises.

For the purpose of this code, any *structure* or *premises* that has any or all of the conditions or defects described as follows shall be considered to be hazardous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any building, structure or portion thereof that is dangerous.
4. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
5. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
6. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
7. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
8. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.
9. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

109.2 Closing of vacant structures.

If the *structure* is vacant and unfit for human habitation and *occupancy*, and is not in danger of structural collapse, the *code official* is authorized to direct posting a placard of *condemnation* on the *premises* and order the *structure* closed up so as not to be an attractive nuisance. Upon failure of the *owner* or *owner's* authorized agent to close up the *premises* within the time specified in the order, the *code official* shall cause the *premises* to be closed and secured through any available public agency or by contract or arrangement by private *persons* and the cost thereof shall be charged against the real estate upon which the *structure* is located and shall be a lien upon such real estate and shall be collected by any other legal resource.

109.2.1 Authority to disconnect service utilities.

The *code official* shall have the authority to authorize disconnection of utility service to the building, *structure* or system regulated by this code and the referenced codes and standards set forth in Section 102.8 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without approval. The *code official* shall notify the serving utility and, whenever possible, the *owner* or *owner's* authorized agent and *occupant* of the building, *structure* or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the *owner*, *owner's* authorized agent or *occupant* of the building *structure* or service system shall be notified in writing as soon as practical thereafter.

109.3 Record.

The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the *occupancy* of the *structure* and the nature of the unsafe condition.

109.4 Notice.

Whenever the *code official* determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 109.4.1 and 109.4.2 to the *owner* or the *owner's* authorized agent, for the violation as specified in this code. Notices for *condemnation* procedures shall comply with this section.

109.4.1 Form.

Such notice shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the *dwelling unit* or *structure* into compliance with the provisions of this code.
5. Inform the property *owner* or *owner's* authorized agent of the right to appeal.
6. Include a statement of the right to file a lien.

109.4.2 Method of service.

Such notice shall be deemed to be properly served where a copy thereof is served in accordance with Chapter 162, Florida Statutes.

109.5 Unauthorized tampering.

Signs, tags or seals posted or affixed placards, by the *code official* shall not be mutilated, destroyed or tampered with, or removed without authorization from the *code official*.

109.6 Transfer of ownership.

It shall be unlawful for the *owner* of any *dwelling unit* or *structure* who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such *dwelling unit* or *structure* to another until the provisions of the compliance order or notice of violation have been complied with, or until such *owner* or the *owner's* authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the *code official* and shall furnish to the *code official* a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

109.7 Placarding.

Upon failure of the *owner*, *owner's* authorized agent or *person* responsible to comply with the notice provisions within the time given, the *code official* shall authorize to post on the *premises* or on defective equipment a placard bearing the word “*Condemned*” and a statement of the penalties provided for occupying the *premises*, operating the equipment or removing the placard. Such notice shall be posted in a conspicuous place in or about the *structure* affected by such notice. If the notice pertains to equipment, it shall be placed on the *condemned* equipment.

109.7.1 Placard removal.

The *code official* shall remove the *condemnation* placard whenever the defect or defects upon which the *condemnation* and placarding action were based have been eliminated. Any *person* who defaces or removes a *condemnation* placard without the approval of the *code official* shall be subject to the penalties provided by this code.

109.8 Prohibited occupancy.

Any occupied *structure* condemned and placarded by the *code official* shall be vacated as ordered by the *code official*. Any *person* who shall occupy a placarded *premises* or shall operate placarded equipment, and any *owner* or *owner's* authorized agent who shall let anyone occupy a placarded *premises* or operate placarded equipment shall be liable for the penalties provided by this code.

109.9 Restoration or abatement.

The *structure* or equipment determined to be unsafe by the *code official* is permitted to be restored to a safe condition. The *owner*, *owner's* authorized agent, *operator* or *occupant* of a *structure*, *premises* or equipment deemed unsafe by the *code official* shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action. To the extent that repairs, alterations, or additions are made, or a change of *occupancy* occurs during the restoration of the *structure*, such repairs, alterations, additions, or change of *occupancy* shall comply with the requirements of the **Florida Existing Building Code**.

SECTION 110

EMERGENCY MEASURES

110.1 Imminent danger.

When, in the opinion of the *code official*, there is *imminent danger* of failure or collapse of a building or *structure* that endangers life, or when any *structure* or part of a *structure* has fallen and life is endangered by the occupation of the *structure*, or when there is actual or potential danger to the building *occupants* or those in the proximity of any *structure* because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or *dangerous* equipment, the *code official* is hereby authorized and empowered to order and require the *occupants* to vacate the *premises* forthwith. The *code official* shall cause to be posted at each entrance to such *structure* a notice reading as follows: “This *Structure* Is Unsafe and Its *Occupancy* Has Been Prohibited by the *Code Official*.” It shall be unlawful for any *person* to enter such *structure* except for the purpose of securing the *structure*, making the required repairs, removing the hazardous condition or of demolishing the same.

110.2 Temporary safeguards.

Notwithstanding other provisions of this code, whenever, in the opinion of the *code official*, there is *imminent danger* due to an unsafe condition, the *code official* shall order the necessary work to be done, including the boarding up of openings, to render such *structure* temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the *code official* deems necessary to meet such emergency.

110.3 Closing streets.

When necessary for public safety, the *code official* shall temporarily close *structures* and close, or order the authority having jurisdiction to close, sidewalks, streets, *public ways* and places adjacent to unsafe *structures*, and prohibit the same from being utilized.

110.4 Emergency repairs.

For the purposes of this section, the *code official* shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

110.5 Costs of emergency repairs.

Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the *owner* of the *premises* or *owner’s* authorized agent where the unsafe *structure* is or was located for the recovery of such costs.

110.6 Hearing.

Any *person* ordered to take emergency measures shall comply with such order forthwith. Any affected *person* shall thereafter, upon petition directed to the Special Magistrate, be afforded a hearing as described in this code.

SECTION 111

DEMOLITION

111.1 General.

When the *code official* determines any *structure* is so old, dilapidated or has become so out of repair and is *dangerous, unsafe, insanitary* and otherwise unfit for human habitation or *occupancy* the *code official* can order either of the following:

1. The *code official* is permitted to authorize the *owner* or *owner's* authorized agent to make the *structure* safe by repairs in order to make the *structure* safe and sanitary. Where there has been a cessation of construction repairs of any *structure* for a period of more than 2 years the *structure* will be ordered demolished and removed.
2. The *code official* is permitted to order the *owner* or *owner's* authorized agent to demolish and remove any such *structure*.

111.2 Notices and orders.

Notices and orders shall comply with Section 109.

111.3 Failure to comply.

If the *owner* of a *premises* or *owner's* authorized agent fails to comply with a demolition order within the time prescribed, the *code official* shall cause the *structure* to be demolished and removed, either through an available public agency or by contract or arrangement with private *persons*, and the *cost* of such demolition and removal shall be charged against the real estate upon which the *structure* is located and shall be a lien upon such real estate.

111.4 Salvage materials.

Where any *structure* has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the *person* who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

SECTION 202

GENERAL DEFINITIONS.

The following definitions apply to Chapter 6, Article 5, of the Code of Ordinances (Property Maintenance Code):

ANCHORED. Secured in a manner that provides positive connection.

APPROVED. Acceptable to the *code official*.

APPROVED AGENCY. An established and recognized organization that is regularly engaged in conducting tests, furnishing inspection services or furnishing product evaluation or certification where such organization has been *approved* by the *code official*.

BASEMENT. That portion of a building that is partly or completely below grade.

BATHROOM. A room containing plumbing fixtures including a bathtub or shower.

BEDROOM. Any room or space used or intended to be used for sleeping purposes in either a dwelling or *sleeping unit*.

CODE OFFICIAL. The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

CONDEMN. To adjudge unfit for *occupancy*.

COST OF SUCH DEMOLITION OR EMERGENCY REPAIRS. The costs shall include the actual costs of the demolition or repair of the *structure* less revenues obtained if salvage was conducted prior to demolition or repair. Costs shall include, but not be limited to, expenses incurred or necessitated related to demolition or emergency repairs, such as asbestos survey and abatement if necessary; costs of inspectors, testing agencies or experts retained relative to the demolition or emergency repairs; costs of testing; surveys for other materials that are controlled or regulated from being dumped in a landfill; title searches; mailing(s); postings; recording; and attorney fees expended for recovering of the cost of emergency repairs or to obtain or enforce an order of demolition made by a *code official*, the governing body or board of appeals.

DANGEROUS. Any building, *structure* or portion thereof that meets any of the conditions described below shall be deemed *dangerous*:

1. The building or *structure* has collapsed, has partially collapsed, has moved off its foundation or lacks the necessary support of the ground.
2. There exists a significant risk of collapse, detachment or dislodgment of any portion, member, appurtenance or ornamentation of the building or *structure* under permanent, routine or frequent loads of wind, rain, flood, earthquake or other environmental loads when such loads are imminent.

DETACHED. When a structural element is physically disconnected from another, and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

DWELLING UNIT. A single unit providing complete, independent living facilities for one or more *persons*, including permanent provisions for living, sleeping, eating, cooking and sanitation.

EASEMENT. That portion of land or property reserved for present or future use by a *person* or agency other than the legal fee *owner(s)* of the property. The *easement* shall be permitted to be for use under, on or above said lot or lots.

EMERGENCY ESCAPE AND RESCUE OPENING. An operable exterior window, door or other similar device that provides for a means of escape and access for rescue in the event of an emergency.

EQUIPMENT SUPPORT. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the *structure*.

EXTERIOR PROPERTY. The open space on the *premises* and on adjoining property under the control of *owners* or *operators* of such *premises*.

GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

GUARD. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

HABITABLE SPACE. Space in a *structure* for living, sleeping, eating or cooking. *Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas* are not considered *habitable spaces*.

HISTORIC BUILDING. Any building or *structure* that is one or more of the following:

1. Listed or certified as eligible for listing, by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in the National Register of Historic Places.
2. Designated as historic under an applicable state or local law.
3. Certified as a contributing resource within a National Register or state or locally designated historic district.

HOUSEKEEPING UNIT. A room or group of rooms forming a single *habitable space* equipped and intended to be used for living, sleeping, cooking and eating that does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

IMMINENT DANGER. A condition that could cause serious or life-threatening injury or death at any time.

INFESTATION. The presence, within or contiguous to, a *structure* or *premises* of insects, rodents, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle that cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, *approved agency* or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

LET FOR OCCUPANCY or LET. To permit, provide or offer possession or *occupancy* of a dwelling, *dwelling unit, rooming unit, building, premise or structure* by a *person* who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

NEGLECT. The lack of proper maintenance for a building or *structure*.

OCCUPANCY. The purpose for which a building or portion thereof is utilized or occupied.

OCCUPANT. Any individual living or sleeping in a building or having possession of a space within a building.

OPENABLE AREA. That part of a window, skylight or door which is available for unobstructed ventilation, and which opens directly to the outdoors.

OPERATOR. Any *person* who has charge, care or control of a *structure* or *premises* that is *let* or offered for *occupancy*.

OWNER. Any *person*, agent, *operator*, firm or corporation having legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such *person*, and the executor or administrator of the estate of such *person* if ordered to take possession of real property by a court.

PEER REVIEW. An independent and objective technical review conducted by an *approved* third party.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other *approved pest elimination* methods.

POWER SAFETY COVER. A pool cover that is placed over the water area and is opened and closed with a motorized mechanism activated by a control switch.

PREMISES. A lot, plot or parcel of land, *easement* or public way, including any *structures* thereon.

PUBLIC WAY. Any street, alley or other parcel of land that: is open to the outside air; leads to a street; has been deeded, dedicated or otherwise permanently appropriated to the public for public use; and has a clear width and height of not less than 10 feet (3048 mm).

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

RUBBISH. Combustible and noncombustible waste materials, except *garbage*; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, *yard* trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

SAFETY COVER. A *structure*, fabric or assembly, along with attendant appurtenances and anchoring mechanisms, that is temporarily placed or installed over an entire pool, spa or hot tub and secured in place after all bathers are absent from the water.

SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a *dwelling unit* are not *sleeping units*.

STORM SHELTER. A building, *structure* or portion thereof, constructed in accordance with ICC 500, designated for use during hurricanes, tornadoes or other severe windstorms.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

STRUCTURE. That which is built or constructed.

TENANT. A *person*, corporation, partnership or group, whether or not the legal *owner* of record, occupying a building or portion thereof as a unit.

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

ULTIMATE DEFORMATION. The deformation at which failure occurs and that shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

YARD. An open space on the same lot with a *structure*.

SECTION 301

GENERAL

301.1 Scope.

The provisions of this chapter shall govern the minimum conditions and the responsibilities of *persons* for maintenance of *structures*, equipment and *exterior property*.

301.2 Responsibility.

The *owner* of the *premises* shall maintain the *structures* and *exterior property* in compliance with these requirements and the code under which the building was constructed, except as otherwise provided for in this code. The *owner* or *owner's* agent shall be responsible to ensure that any repairs, additions or alterations to the building or portion thereof are performed or constructed in accordance with the *Florida Building Code*, *Florida Residential Code* or *Florida Existing Building Code*. A *person* shall not occupy as *owner-occupant* or permit another *person* to occupy *premises* that are not in a sanitary and safe condition and that do not comply with the requirements of this chapter. *Occupants* of a *dwelling unit*, *rooming unit* or *housekeeping unit* are responsible for keeping in a clean, sanitary and safe condition that part of the *dwelling unit*, *rooming unit*, *housekeeping unit* or *premises* they occupy and control.

301.3 Vacant structures and land.

Vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302

EXTERIOR PROPERTY AREAS

302.1 Sanitation.

Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition.

302.2 Grading and drainage.

Premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: Approved retention areas and reservoirs.

302.3 Sidewalks and driveways.

Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained free from hazardous conditions.

302.4 Weeds.

Premises and exterior property shall be maintained free from weeds or excess grass growth of **NINE (9) INCHES**. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 107.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

302.5 Rodent harborage.

Structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.6 Exhaust vents.

Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly on abutting or adjacent public or private property or that of another tenant.

302.7 Accessory structures.

Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

302.8 Motor vehicles.

Except as provided for in other regulations, inoperative or unlicensed motor vehicles shall not be parked, kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

302.9 Defacement of property.

A person shall not willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

SECTION 303

SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools.

Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures.

Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier not less than 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. An existing pool enclosure shall not be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exceptions:

1. Spas or hot tubs equipped with a lockable safety cover that complies with ASTM F1346.
2. Private swimming pools equipped with a power safety cover that complies with ASTM F1346 and is in working condition using the control switch.

SECTION 304

EXTERIOR STRUCTURE

304.1 General.

The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.1.1 Potentially unsafe conditions.

The following conditions shall be considered to be potentially unsafe, shall be assessed and shall be addressed in compliance with the Florida - Existing Building Code, the Florida - Residential Code or the Florida - Building Code:

1. Structural members have deterioration or distress that appears to reduce their load-carrying capacity.

2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations has deterioration or distress that appears to reduce its load-carrying capacity.
3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity.
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or watertight.
5. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
6. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
7. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
8. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
9. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
10. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
11. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
12. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. Where substantiated otherwise by an approved method.
2. Demolition of unsafe conditions shall be permitted where approved by the code official.

304.2 Protective treatment.

Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and watertight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

304.3 Premises identification.

Buildings shall have *approved* address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be not less than 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

304.4 Structural members.

Structural members shall be maintained free from *deterioration* and shall be capable of safely supporting the imposed dead and live loads.

304.5 Foundation walls.

Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.6 Exterior walls.

Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent *deterioration*.

304.7 Roofs and drainage.

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or *deterioration* in the walls or interior portion of the *structure*. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.8 Decorative features.

Cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper *anchorage* and in a safe condition.

304.9 Overhang extensions.

Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly *anchored* so as to be kept in a sound condition. Where required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.10 Stairways, decks, porches and balconies.

Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper *anchorage* and capable of supporting the imposed loads.

304.11 Chimneys and towers.

Chimneys, cooling towers, smokestacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. Exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.12 Handrails and guards.

Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.13 Window, skylight and door frames.

Every window, skylight, door and frame shall be kept in sound condition, good repair and weathertight.

304.13.1 Glazing.

Glazing materials shall be maintained free from cracks and holes.

304.13.2 Openable windows.

Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

304.14 Insect screens.

Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

304.15 Doors.

Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.18 Building security.

Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

304.18.1 Doors.

Doors providing access to an individual dwelling unit, rooming unit or housekeeping unit that is rented, leased or let where equipped with a deadbolt lock, the deadbolt shall be designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

304.18.2 Windows.

Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a *dwelling unit, rooming unit* or *housekeeping unit* that is rented, leased or *let* shall be equipped with a window sash locking device.

304.19 Gates.

Exterior gates, gate assemblies, *operator* systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

SECTION 305

INTERIOR STRUCTURE

305.1 General.

The interior of a *structure* and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. *Occupants* shall keep that part of the *structure* that they occupy or control in a clean and sanitary condition. Every owner of a *structure* containing a *rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units* or two or more nonresidential *occupancies*, shall maintain, in a clean and sanitary condition, the shared or public areas of the *structure* and *exterior property*.

305.1.1 Potentially unsafe conditions.

The following conditions shall be considered to be potentially unsafe, shall be assessed and shall be addressed in compliance with the *Florida - Existing Building Code*, the *Florida - Residential Code* or the *Florida - Building Code*:

1. Structural members have *deterioration* or distress that appears to reduce their load-carrying capacity.
2. The *anchorage* of the floor or roof to walls or columns, and of walls and columns to foundations has *deterioration* or distress that appears to reduce its load-carrying capacity.
3. *Structures* or components thereof have *deterioration* or distress that appears to reduce their load-carrying capacity.
4. Stairs, landings, balconies and all similar walking surfaces, including *guards* and handrails, are not structurally sound, not properly *anchored* or are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.
5. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted where *approved* by the *code official*.

305.2 Structural members.

Structural members shall be maintained structurally sound and be capable of supporting the imposed loads.

305.3 Interior surfaces.

Interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4 Stairs and walking surfaces.

Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

305.5 Handrails and guards.

Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

305.6 Interior doors.

Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

SECTION 308

RUBBISH AND GARBAGE

308.1 Accumulation of rubbish or *garbage*.

Exterior *property* and *premises*, and the interior of every *structure*, shall be free from any accumulation of *rubbish* or *garbage*.

308.2 Disposal of rubbish.

Every *occupant* of a *structure* shall dispose of all *rubbish* in a clean and sanitary manner by placing such *rubbish* in *approved* containers.

308.2.2 Refrigerators.

Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on *premises*.

308.3 Disposal of *garbage*.

Every *occupant* of a *structure* shall dispose of *garbage* in a clean and sanitary manner by placing such *garbage* in an *approved garbage* disposal facility or *approved garbage* containers.

SECTION 309

PEST ELIMINATION

309.1 Infestation.

Structures shall be kept free from insect and rodent *infestation*. *Structures* in which insects or rodents are found shall be promptly exterminated by *approved* processes that will not be injurious to human health. After *pest elimination*, proper precautions shall be taken to prevent *reinfestation*.

309.2 Owner.

The *owner* of any *structure* shall be responsible for *pest elimination* within the *structure* prior to renting or leasing the *structure*.

309.3 Single occupant.

The *occupant* of a one-family dwelling or of a single-*tenant* nonresidential *structure* shall be responsible for *pest elimination* on the *premises*.

309.4 Multiple occupancy.

The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure shall be responsible for pest elimination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant and owner shall be responsible for pest elimination.

309.5 Occupant.

The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

Exception: Where the infestations are caused by defects in the structure, the owner shall be responsible for pest elimination.

SECTION 310

ACCESSIBILITY

310.1 General.

A facility that is required to be accessible shall be maintained accessible during occupancy.

310.1.1 Maintenance.

The accessible features of a facility shall be maintained in good repair, in a clean, structurally sound and sanitary condition, and free from impediments to accessibility.

SECTION 401

GENERAL

401.1 Scope.

The provisions of this chapter shall govern the minimum conditions and standards for light, ventilation and space for occupying a structure.

401.2 Responsibility.

The owner of the structure shall provide and maintain light, ventilation and space conditions in compliance with these requirements. A person shall not occupy as owner-occupant, or permit another person to occupy, any premises that do not comply with the requirements of this chapter.

401.3 Alternative devices.

In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the Florida Building Code shall be permitted.

SECTION 402

LIGHT

402.1 Habitable spaces.

Every habitable space shall have not less than one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, or not less than 25 square feet (2.33 m²), whichever is greater. The exterior glazing area shall be based on the total floor area being served.

402.2 Common halls and stairways.

Every common hall and stairway in residential *occupancies*, other than in one-and two-family dwellings, shall be lighted at all times with not less than a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential *occupancies*, interior and exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with not less than 1 footcandle (11 lux) at floors, landings and treads.

402.3 Other spaces.

Other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe *occupancy* of the space and utilization of the appliances, equipment and fixtures.

SECTION 403 **VENTILATION**

403.1 Habitable Spaces.

Every *habitable space* shall have not less than one openable window. The total *openable area* of the window in every room shall be equal to not less than 45 percent of the minimum glazed area required in Section 402.1.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The *ventilation* openings to the outdoors shall be based on a total floor area being ventilated.

403.2 Bathrooms and toilet rooms.

Every *bathroom* and *toilet room* shall comply with the *ventilation* requirements for *habitable spaces* as required by Section 403.1, except that a window shall not be required in such spaces equipped with a *mechanical ventilation* system. Air exhausted by a *mechanical ventilation* system from a *bathroom* or *toilet room* shall discharge to the outdoors and shall not be recirculated.

403.3 Cooking facilities.

Unless *approved* through the certificate of *occupancy*, cooking shall not be permitted in any *rooming unit* or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the *rooming unit* or dormitory unit.

Exceptions:

1. Where specifically *approved* in writing by the *code official*.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

403.4 Process ventilation.

Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust *ventilation* system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

403.5 Clothes dryer exhaust.

Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the structure in accordance with the manufacturer's instructions.

Exception: Listed and labeled condensing (ductless) clothes dryers.

SECTION 404

OCCUPANCY LIMITATIONS

404.1 Privacy.

Dwelling units, hotel units, housekeeping units, rooming units and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

404.2 Minimum room widths.

A habitable room, other than a kitchen, shall be not less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a minimum clear passageway of 3 feet (914 mm) between counter fronts and appliances or counter fronts and walls.

404.3 Minimum ceiling heights.

Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a minimum clear ceiling height of 7 feet (2134 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not greater than 6 inches (152 mm) below the required ceiling height.
2. Basement rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions.
3. In one- and two-family dwellings, rooms occupied exclusively for bathrooms, toilet rooms and laundry rooms having a minimum ceiling height of 6 feet 8 inches (2033 mm).
4. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

404.4 Habitable room requirements.

Every habitable room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

404.4.1 Room area.

Every habitable room shall contain not less than 70 square feet (6.5 m²) and every bedroom occupied by more than one person shall contain not less than 50 square feet (4.6 m²) of floor area for each occupant thereof.

404.4.2 Access from bedrooms.

Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.

Exception: Units that contain fewer than two bedrooms.

404.4.3 Water closet accessibility.

Every bedroom shall have access to not less than one water closet and one lavatory without passing through another bedroom. Every bedroom in a dwelling unit shall have access to not less than one water closet and lavatory located in the same story as the bedroom or an adjacent story.

404.4.4 Prohibited occupancy.

Kitchens and non-habitable spaces shall not be used for sleeping purposes.

404.4.5 Other requirements.
Bedrooms shall comply with the applicable provisions of this code including, but not limited to, the light, ventilation, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

404.5 Overcrowding.

Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.

TABLE 404.5

MINIMUM AREA REQUIREMENTS

<u>SPACE</u>	<u>MINIMUM AREA IN SQUARE FEET</u>		
	<u>1-2 occupants</u>	<u>3-5 occupants</u>	<u>6 or more occupants</u>
<u>Living room^{a, b}</u>	<u>120</u>	<u>120</u>	<u>150</u>
<u>Dining room^{a, b}</u>	<u>No requirement</u>	<u>80</u>	<u>100</u>
<u>Bedrooms</u>	<u>Shall comply with Section 404.4.1</u>		

For SI: 1 square foot = 0.0929 m².

a. See Section 404.5.2 for combined living room/dining room spaces.

b. See Section 404.5.1 for limitations on determining the minimum occupancy area for sleeping purposes.

404.5.1 Sleeping area.

The minimum occupancy area required by Table 404.5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. Sleeping areas shall comply with Section 404.4.

404.5.2 Combined spaces.

Combined living room and dining room spaces shall comply with the requirements of Table 404.5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

404.6 Efficiency unit.

Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than one *occupant* shall have a minimum clear floor area of 120 square feet (11.2 m²). A unit occupied by not more than two *occupants* shall have a minimum clear floor area of 190 square feet (17.7 m²). A unit occupied by three *occupants* shall have a minimum clear floor area of 260 square feet (24.2 m²). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a minimum clear working space of 30 inches (762 mm) in front. Light and ventilation conforming to this code shall be provided.
3. The unit shall be provided with a separate *bathroom* containing a water closet, lavatory and bathtub or shower.
4. The maximum number of *occupants* shall be three.

404.7 Food preparation.

Spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

SECTION 501

GENERAL

501.1 Scope.

The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

501.2 Responsibility.

The owner of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any structure or premises that does not comply with the requirements of this chapter.

SECTION 502

REQUIRED FACILITIES

502.1 Dwelling units.

Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink that shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

502.2 Rooming houses.

Not less than one water closet, lavatory and bathtub or shower shall be supplied for each four rooming units.

502.3 Hotels.

Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each 10 occupants.

502.4 Employees' facilities.

Not less than one water closet, one lavatory and one drinking facility shall be available to employees.

502.4.1 Drinking facilities.

Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in toilet rooms or bathrooms.

502.5 Public toilet facilities.

Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the Florida Plumbing Code. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during occupancy of the premises.

SECTION 503

TOILET ROOMS

503.1 Privacy.

Toilet rooms and bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared bathrooms and toilet rooms in a multiple dwelling.

503.2 Location.

Toilet rooms and bathrooms serving hotel units, rooming units or dormitory units or housekeeping units, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

503.3 Location of employee toilet facilities.

Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

Exception: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

503.4 Floor surface.

In other than dwelling units, every toilet room floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

SECTION 504

PLUMBING SYSTEMS AND FIXTURES

504.1 General.

Plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. Plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

504.2 Fixture clearances.

Plumbing fixtures shall have adequate clearances for usage and cleaning.

504.3 Plumbing system hazards.

Where it is found that a plumbing system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, inadequate venting, cross connection, backsiphonage, improper installation, deterioration or damage or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

SECTION 505 **WATER SYSTEM**

505.1 General.

Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the Florida Plumbing Code.

505.2 Contamination.

The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

505.3 Supply.

The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

505.4 Water heating facilities.

Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature not less than 110°F (43°C). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

505.5 Non-potable water reuse systems.

Non-potable water reuse systems and rainwater collection and conveyance systems shall be maintained in a safe and sanitary condition. Where such systems are not properly maintained, the systems shall be repaired to provide for safe and sanitary conditions, or the system shall be abandoned in accordance with Section 505.5.1.

505.5.1 Abandonment of systems.

Where a non-potable water reuse system or a rainwater collection and distribution system is not maintained or the owner ceases use of the system, the system shall be abandoned in accordance with Section 1301.10 of the Florida Plumbing Code.

SECTION 506 **SANITARY DRAINAGE SYSTEM**

506.1 General.

Plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.

506.2 Maintenance.

Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

506.3 Grease interceptors.

Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. Records of maintenance, cleaning and repairs shall be available for inspection by the code official.

SECTION 507 **STORM DRAINAGE**

507.1 General.

Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance.

SECTION 601

GENERAL

601.1 Scope.

The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

601.2 Responsibility.

The owner of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that does not comply with the requirements of this chapter.

SECTION 602

HEATING FACILITIES

602.1 Facilities required.

Heating facilities shall be provided in structures as required by this section.

602.2 Residential occupancies.

Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality indicated in Appendix D of the Florida Plumbing Code. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating. The installation of one or more portable space heaters shall not be used to achieve compliance with this section.

Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.3 Heat supply.

Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from December 1 to March 1 to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the Florida Plumbing Code.
2. In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupiable workspaces.

Indoor occupiable workspaces shall be supplied with heat during the period from December 1 to March 1 to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

602.5 Room temperature measurement.

The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

SECTION 603

MECHANICAL EQUIPMENT

603.1 Mechanical equipment and appliances.

Mechanical equipment, appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

603.2 Removal of combustion products.

Fuel-burning equipment and appliances shall be connected to an *approved* chimney or vent.

Exception: Fuel-burning equipment and appliances that are *labeled* for unvented operation.

603.3 Clearances.

Required clearances to combustible materials shall be maintained.

603.4 Safety controls.

Safety controls for fuel-burning equipment shall be maintained in effective operation.

603.5 Combustion air.

A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

603.6 Energy conservation devices.

Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless *labeled* for such purpose and the installation is specifically *approved*.

SECTION 604

ELECTRICAL FACILITIES

604.1 Facilities required.

Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

604.2 Service.

The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. *Dwelling units* shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.

604.3 Electrical system hazards.

Where it is found that the electrical system in a *structure* constitutes a hazard to the occupants or the *structure* by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, *deterioration* or damage, or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

604.3.1 Abatement of electrical hazards associated with water exposure.

The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

604.3.1.1 Electrical equipment.

Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the Florida Building Code.

Exception: The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

1. Enclosed switches, rated not more than 600 volts or less.
2. Busway, rated not more than 600 volts.
3. Panelboards, rated not more than 600 volts.
4. Switchboards, rated not more than 600 volts.
5. Fire pump controllers, rated not more than 600 volts.
6. Manual and magnetic motor controllers.
7. Motor control centers.
8. Alternating current high-voltage circuit breakers.
9. Low-voltage power circuit breakers.
10. Protective relays, meters and current transformers.
11. Low- and medium-voltage switchgear.
12. Liquid-filled transformers.
13. Cast-resin transformers.
14. Wire or cable that is suitable for wet locations and whose ends have not been exposed to water.

15. Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water.
16. Luminaires that are listed as submersible.
17. Motors.
18. Electronic control, signaling and communication equipment.

604.3.2 Abatement of electrical hazards associated with fire exposure.

The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

604.3.2.1 Electrical equipment.

Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits, that have been exposed to fire, shall be replaced in accordance with the provisions of the Florida Building Code.

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

SECTION 605

ELECTRICAL EQUIPMENT

605.1 Installation.

Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and *approved* manner.

605.2 Receptacles.

Every *habitable space* in a dwelling shall contain not less than two separate and remote receptacle outlets. Every laundry area shall contain not less than one grounding-type receptacle or a receptacle with a ground fault circuit interrupter. Every *bathroom* shall contain not less than one receptacle. Any new *bathroom* receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

605.3 Luminaires.

Every public hall, interior stairway, *toilet room*, kitchen, *bathroom*, laundry room, boiler room and furnace room shall contain not less than one electric luminaire. Pool and spa luminaires over 15 V shall have ground fault circuit interrupter protection.

605.4 Wiring.

Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

SECTION 606

ELEVATORS, ESCALATORS AND DUMBWAITERS

606.1 General.

Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certificate of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, be available for public inspection in the office of the building operator or be posted in a publicly conspicuous location approved by the code official. The inspection and tests shall be performed at not less than the periodic intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

606.2 Elevators.

In buildings equipped with passenger elevators, not less than one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

606.3 Private residence elevators.

Requirements for private residence elevators shall be in accordance with Sections 606.3.1 through 606.3.3.

606.3.1 General.

The maintenance of elevators in private residences shall conform to Section 5.3 of ASME A17.1/CSA B44.

606.3.2 Hoistway enclosures.

Hoistway enclosures shall comply with Section 5.3.1.1 of ASME A17.1/CSA B44.

606.3.3 Hoistway Opening Protection.

Hoistway landing doors for private residence elevators shall comply with Sections 5.3.1.8.1 through 5.3.1.8.3 of ASME A17.1/CSA B44 or Sections 10.1.4.1 through 10.1.4.3 of ASME A17.3.

SECTION 607

DUCT SYSTEMS

607.1 General.

Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

607.2 Clothes dryer exhaust duct system maintenance.

The lint trap, mechanical and heating components, and the exhaust duct system of a clothes dryer shall undergo periodic removal of accumulations of lint in accordance with the manufacturer's operating instructions to prevent obstruction of exhaust air and products of combustion.

SECTION 701

GENERAL

701.1 Scope.

The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided.

701.2 Responsibility.

The owner of the premises shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that do not comply with the requirements of this chapter.

SECTION 702

MEANS OF EGRESS

702.1 General.

A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the code under which the building was constructed.

702.2 Aisles.

The required width of aisles in accordance with the code under which the building was constructed shall be unobstructed.

702.3 Locked doors.

Means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the Florida Building Code.

702.4 Emergency escape and rescue openings.

Required emergency escape and rescue openings shall be maintained in accordance with the code in effect at the time of construction, and both of the following:

1. Required *emergency escape and rescue openings* shall be operational from the inside of the room without the use of keys or tools.
2. Bars, grilles, grates or similar devices are permitted to be placed over *emergency escape and rescue openings* provided that the minimum net clear opening size complies with the code that was in effect at the time of construction and the unit is equipped with smoke alarms installed in accordance with Section 907.2.11 of the Florida Building Code. Such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

SECTION 703

FIRE-RESISTANCE RATINGS

703.1 Fire-resistance-rated assemblies.

The provisions of this chapter shall govern maintenance of the materials, systems and assemblies used for structural fire resistance and fire-resistance-rated construction separation of adjacent spaces to safeguard against the spread of fire and smoke within a building and the spread of fire to or from buildings.

703.2 Unsafe conditions.

Where any components are not maintained and do not function as intended or do not have the fire resistance required by the code under which the building was constructed or altered, such components or portions thereof shall be deemed unsafe conditions in accordance with Section 115.1.1 of the Florida Fire Prevention Code. Components or portions thereof determined to be unsafe shall be repaired or replaced to conform to that code under which the building was constructed or altered. Where the condition of components is such that any building, *structure* or portion thereof presents an *imminent danger* to the occupants of the building, *structure* or portion thereof, the fire *code official* shall act in accordance with Section 115.2 of the Florida Fire Prevention Code.

703.3 Maintenance.

The required fire-resistance rating of fire-resistance-rated construction, including walls, firestops, shaft enclosures, partitions, smoke barriers, floors, fire-resistive coatings and sprayed fire-resistant materials applied to structural members and joint systems, shall be maintained. Such elements shall be visually inspected annually by the *owner* and repaired, restored or replaced where damaged, altered, breached or penetrated. Records of inspections and repairs shall be maintained. Where concealed, such elements shall not be required to be visually inspected by the *owner* unless the concealed space is accessible by the removal or movement of a panel, access door, ceiling tile or entry to the space. Openings made therein for the passage of pipes, electrical conduit, wires, ducts, air transfer and any other reason shall be protected with *approved* methods capable of resisting the passage of smoke and fire. Openings through fire-resistance-rated assemblies shall be protected

by self- or automatic-closing doors of *approved* construction meeting the fire protection requirements for the assembly.

703.3.1 Fire blocking and draft stopping.

Required fire blocking and draft stopping in combustible concealed spaces shall be maintained to provide continuity and integrity of the construction.

703.3.2 Smoke barriers and smoke partitions.

Required smoke barriers and smoke partitions shall be maintained to prevent the passage of smoke. Openings protected with *approved* smoke barrier doors or smoke dampers shall be maintained in accordance with NFPA 105.

703.3.3 Fire walls, fire barriers, and fire partitions.

Required fire walls, fire barriers and fire partitions shall be maintained to prevent the passage of fire. Openings protected with *approved* doors or fire dampers shall be maintained in accordance with NFPA 80.

703.4 Opening protectives.

Opening protectives shall be maintained in an operative condition in accordance with NFPA 80. The application of field-applied labels associated with the maintenance of opening protectives shall follow the requirements of the *approved* third-party certification organization accredited for listing the opening protective. Fire doors and smoke barrier doors shall not be blocked or obstructed, or otherwise made inoperable. Fusible links shall be replaced whenever fused or damaged. Fire door assemblies shall not be modified.

703.4.1 Signs.

Where required by the *code official*, a sign shall be permanently displayed on or near each fire door in letters not less than 1 inch (25 mm) high to read as follows:

1. For doors designed to be kept normally open: FIRE DOOR – DO NOT BLOCK.
2. For doors designed to be kept normally closed: FIRE DOOR – KEEP CLOSED.

703.4.2 Hold-open devices and closers.

Hold-open devices and automatic door closers shall be maintained. During the period that such a device is out of service for repairs, the door it operates shall remain in the closed position.

703.4.3 Door operation.

Swinging fire doors shall close from the full-open position and latch automatically. The door closer shall exert enough force to close and latch the door from any partially open position.

703.5 Ceilings.

The hanging and displaying of salable goods and other decorative materials from acoustical ceiling systems that are part of a fire-resistance-rated horizontal assembly shall be prohibited.

703.6 Testing.

Horizontal and vertical sliding and rolling fire doors shall be inspected and tested annually to confirm operation and full closure. Records of inspections and testing shall be maintained.

703.7 Vertical shafts.

Interior vertical shafts, including stairways, elevator hoistways and service and utility shafts, which connect two or more stories of a building shall be enclosed or protected as required in Chapter 11 of the Florida Fire Prevention Code. New floor openings in existing buildings shall comply with the Florida Building Code.

703.8 Opening protective closers.

Where openings are required to be protected, opening protectives shall be maintained self-closing or automatic-closing by smoke detection. Existing fusible-link-type automatic door-closing devices shall be replaced if the fusible link rating exceeds 135°F (57°C).

SECTION 704

FIRE PROTECTION SYSTEMS

704.1 Inspection, testing and maintenance.

Fire protection and life safety systems shall be maintained in accordance with the Florida Fire Prevention Code in an operative condition at all times, and shall be replaced or repaired where defective.

704.1.1 Fire protection and life safety systems.

Fire protection and life safety systems shall be installed, repaired, operated and maintained in accordance with this code the Florida Fire Prevention Code and the Florida Building Code.

704.1.2 Required fire protection and life safety systems.

Fire protection and life safety systems required by this code, the Florida Fire Prevention Code or the Florida Building Code shall be installed, repaired, operated, tested and maintained in accordance with this code. A fire protection and life safety system for which a design option, exception or reduction to the provisions of this code, the Florida Fire Prevention Code or the Florida Building Code has been granted shall be considered to be a required system.

704.1.3 Fire protection systems.

Fire protection systems shall be inspected, maintained and tested in accordance with the following Florida Fire Prevention Code requirements.

1. Automatic sprinkler systems, see Section 903.5.
2. Automatic fire-extinguishing systems protecting commercial cooking systems, see Section 904.14.5.
3. Automatic water mist extinguishing systems, see Section 904.11.3.
4. Carbon dioxide extinguishing systems, see Section 904.8.
5. Carbon monoxide alarms and carbon monoxide detection systems, see Section 915.6.
6. Clean-agent extinguishing systems, see Section 904.10.
7. Dry-chemical extinguishing systems, see Section 904.6.
8. Fire alarm and fire detection systems, see Section 907.8.
9. Fire department connections, see Sections 912.4 and 912.7.
10. Fire pumps, see Section 913.5.
11. Foam extinguishing systems, see Section 904.7.
12. Halon extinguishing systems, see Section 904.9.
13. Single- and multiple-station smoke alarms, see Section 907.2.9.2.
14. Smoke and heat vents and mechanical smoke removal systems, see Section 910.5.
15. Smoke control systems, see Section 909.22.
16. Wet-chemical extinguishing systems, see Section 904.5.
17. Duct and air transfer openings, see Section 706.1.

704.2 Standards.

Fire protection systems shall be inspected, tested and maintained in accordance with the referenced standards listed in Table 704.2 and as required in this section.

TABLE 704.2 FIRE PROTECTION SYSTEM MAINTENANCE STANDARDS

<u>SYSTEM</u>	<u>STANDARD</u>
<u>Portable fire extinguishers</u>	<u>NFPA 10</u>
<u>Carbon dioxide fire-extinguishing system</u>	<u>NFPA 12</u>
<u>Halon 1301 fire-extinguishing systems</u>	<u>NFPA 12A</u>
<u>Dry-chemical extinguishing systems</u>	<u>NFPA 17</u>
<u>Wet-chemical extinguishing systems</u>	<u>NFPA 17A</u>
<u>Water-based fire protection systems</u>	<u>NFPA 25</u>
<u>Fire alarm systems</u>	<u>NFPA 72</u>
<u>Fire dampers</u>	<u>NFPA 80</u>
<u>Smoke dampers</u>	<u>NFPA 105</u>
<u>Smoke and heat vents</u>	<u>NFPA 204</u>
<u>Water-mist systems</u>	<u>NFPA 750</u>
<u>Clean-agent extinguishing systems</u>	<u>NFPA 2001</u>

704.2.1 Records.

Records shall be maintained of all system inspections, tests and maintenance in accordance with Section 109.3 of the Florida Fire Prevention Code.

704.2.2 Records information.

Initial records shall include the: name of the installation contractor; type of components installed; manufacturer of the components; location and number of components installed per floor; and manufacturers' operation and maintenance instruction manuals. Such records shall be maintained for the life of the installation.

704.3 Systems out of service.

Where a required fire protection system is out of service, the fire department and the fire *code official* shall be notified immediately and, where required by the fire *code official*, either the building shall be evacuated or an *approved* fire watch shall be provided for all occupants left unprotected by the shutdown until the fire protection system has been returned to service. Where utilized, fire watches shall be provided with not less than one *approved* means for notification of the fire department and shall not have duties beyond performing constant patrols of the protected *premises* and keeping watch for fires. Actions shall be taken in accordance with Section 901.7 of the Florida Fire Prevention Code to bring the systems back in service.

Exception: Facilities with an *approved* notification and impairment management program. The notification and impairment program for water-based fire protection systems shall comply with NFPA 25.

704.3.1 Emergency impairments.

Where unplanned impairments of fire protection systems occur, appropriate emergency action shall be taken to minimize potential injury and damage. The impairment coordinator shall implement the steps outlined in Section 901.7.4 of the Florida Fire Prevention Code.

704.4 Removal of or tampering with equipment.

It shall be unlawful for any *person* to remove, tamper with or otherwise disturb any fire protection or life safety system required by this code except for the purposes of extinguishing fire, training, recharging or making necessary repairs.

704.4.1 Removal of or tampering with appurtenances.

Locks, gates, doors, barricades, chains, enclosures, signs, tags and seals that have been installed by or at the direction of the fire *code official* shall not be removed, unlocked, destroyed or tampered with in any manner.

704.4.2 Removal of existing occupant-use hose lines.

The fire *code official* is authorized to permit the removal of existing occupant-use hose lines where all of the following apply:

1. The installation is not required by the Florida Fire Prevention Code or the Florida Building Code.
2. The hose line would not be utilized by trained personnel or the fire department.
3. The remaining outlets are compatible with local fire department fittings.

704.4.3 Termination of monitoring service.

For fire alarm systems required to be monitored by the Florida Fire Prevention Code, notice shall be made to the fire *code official* whenever alarm monitoring services are terminated. Notice shall be made in writing by the provider of the monitoring service being terminated.

704.5 Fire department connection.

Where the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an *approved* sign mounted on the street front or on the side of the building. Such sign shall have the letters “FDC” not less than 6 inches (152 mm) high and words in letters not less than 2 inches (51 mm) high or an arrow to indicate the location. Such signs shall be subject to the approval of the fire *code official*.

704.5.1 Fire department connection access.

Ready access to fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other fixed or movable object. Access to fire department connections shall be *approved* by the fire chief.

Exception: Fences, where provided with an access gate equipped with a sign complying with the legend requirements of Section 912.5 of the Florida Fire Prevention Code and a means of emergency operation. The gate and the means of emergency operation shall be *approved* by the fire chief and maintained operational at all times.

704.5.2 Clear space around connections.

A working space of not less than 36 inches (914 mm) in width, 36 inches (914 mm) in depth and 78 inches (1981 mm) in height shall be provided and maintained in front of and to the sides of wall-mounted fire department connections and around the circumference of free-standing fire department connections.

704.6 Single- and multiple-station smoke alarms.

Single- and multiple-station smoke alarms shall be installed in existing Group I-1 and R occupancies in accordance with Sections 704.6.1 through 704.6.3.

Premium Code Insights:

704.6.1 Where required.

Existing Group I-1 and R occupancies shall be provided with single-station smoke alarms in accordance with Sections 704.6.1.1 through 704.6.1.4. Interconnection and power sources shall be in accordance with Sections 704.6.2 and 704.6.3.

Exceptions:

1. Where the code that was in effect at the time of construction required smoke alarms and smoke alarms complying with those requirements are already provided.
2. Where smoke alarms have been installed in occupancies and dwellings that were not required to have them at the time of construction, additional smoke alarms shall not be required provided that the existing smoke alarms comply with requirements that were in effect at the time of installation.
3. Where smoke detectors connected to a fire alarm system have been installed as a substitute for smoke alarms.

704.6.1.1 Group R-1.

Single- or multiple-station smoke alarms shall be installed in all of the following locations in Group R-1:

1. In sleeping areas.
2. In every room in the path of the means of egress from the sleeping area to the door leading from the *sleeping unit*.
3. In each story within the *sleeping unit*, including *basements*. For *sleeping units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

704.6.1.2 Groups R-2, R-3, R-4 and I-1.

Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.

room

2. In each used for sleeping purposes.

3. In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

704.6.1.3 Installation near cooking appliances.

Smoke alarms shall be installed a minimum of 10 feet (3.0 m) horizontally from a permanently installed cooking appliance.

Exception: Smoke alarms shall be permitted to be installed a minimum of 6 feet (1.8 m) horizontally from a permanently installed cooking appliance where necessary to comply with Section 704.6.1.1 or 704.6.1.2.

704.6.1.4 Installation near bathrooms.

Smoke alarms shall be installed not less than 3 feet (914 mm) horizontally from the door or opening of a bathroom that contains a bathtub or shower unless this would prevent placement of a smoke alarm required by Section 704.6.1.1 or 704.6.1.2.

704.6.2 Interconnection.

Where more than one smoke alarm is required to be installed within an individual dwelling or sleeping unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Exceptions:

1. Interconnection is not required in buildings that are not undergoing alterations, repairs or construction of any kind.

2. Smoke alarms in existing areas are not required to be interconnected where alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available that could provide access for interconnection without the removal of interior finishes.

704.6.3 Power source.

Single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with

integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exceptions:

1. Smoke alarms are permitted to be solely battery operated in existing buildings where construction is not taking place.
2. Smoke alarms are permitted to be solely battery operated in buildings that are not served from a commercial power source.
3. Smoke alarms are permitted to be solely battery operated in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior walls or ceiling finishes exposing the *structure*, unless there is an attic, crawl space or *basement* available that could provide access for building wiring without the removal of interior finishes.

704.6.4 Smoke detection system.

Smoke detectors listed in accordance with UL 268 and provided as part of the building's fire alarm system shall be an acceptable alternative to single- and multiple-station smoke alarms and shall comply with the following:

1. The fire alarm system shall comply with all applicable requirements in Section 907 of the Florida Fire Prevention Code.
2. Activation of a smoke detector in a dwelling or *sleeping unit* shall initiate alarm notification in the dwelling or *sleeping unit* in accordance with Section 907.5.2 of the Florida Fire Prevention Code.
3. Activation of a smoke detector in a dwelling or *sleeping unit* shall not activate alarm notification appliances outside of the dwelling or *sleeping unit*, provided that a supervisory signal is generated and monitored in accordance with Section 907.6.6 of the Florida Fire Prevention Code.

704.7 Single- and multiple-station smoke alarms.

Single- and multiple-station smoke alarms shall be tested and maintained in accordance with the manufacturer's instructions and this code.

704.7.1 Replacement.

Smoke alarms shall be replaced where any of the following apply:

1. The smoke alarm fails to respond to operability tests.
2. Where the smoke alarm exceeds 10 years from the date of manufacture marked on the unit, unless an earlier replacement is specified in the manufacturer's instructions.

3. The smoke alarm end-of-life signal is sounded.

4. The smoke alarm date of manufacturer cannot be determined.

SECTION 705

CARBON MONOXIDE ALARMS AND DETECTION

705.1 General.

Carbon monoxide alarms shall be installed in dwellings in accordance with Section 1103.9 of the Florida Fire Prevention Code, except that alarms in dwellings covered by the Florida Residential Code shall be installed in accordance with Section R311 of that code.

705.2 Carbon monoxide alarms and detectors.

Carbon monoxide alarms and carbon monoxide detection systems shall be maintained in accordance with NFPA 72. Carbon monoxide alarms and carbon monoxide detectors that become inoperable or begin producing end-of-life signals shall be replaced.

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.

(Signature Page Follows)

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: _____



Community Development Department

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | www.cityofdestin.com

Business Impact Statement for Proposed Ordinance 24-17-CC

1. Summary of proposed Ordinance 24-17-CC

An Ordinance creating an Article V in the Code of Ordinance under Chapter 2 for Property Maintenance Code in order to uphold property standard for Building and Housing Codes for existing development and undeveloped properties.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city.

a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

If a property is found in violation and does not remedy the violation, they will be issued a Notice of Hearing to appear before a Magistrate, which will impose an administration fee of up to \$500.00.

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

None.

c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

Unknown.

4. Any additional information the board determines may be useful.

None.