

**DESTIN CITY COUNCIL MEETING
DECEMBER 2, 2024
ANNEX COUNCIL CHAMBERS
6:00 PM**

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

CALL TO ORDER

*** INVOCATION**

PLEDGE OF ALLEGIANCE

INAUGURATION OF NEWLY ELECTED CITY COUNCIL MEMBER

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. Resolution 24-14 - Cyber Security Policy
 - B. Microsoft licensing approvals for 2025
 - C. Declaration of Depreciated and Non-Functioning IT Equipment as Surplus for Disposal
 - D. Miscellaneous Concrete Continuing Services Contract, authorization for the City Manager to execute a 1-year extension
 - E. Miscellaneous Asphalt Continuing Services, authorization for the City Manager to execute a 1-year extension
 - F. Miscellaneous Road Striping Continuing Services Contract, authorization to renew for 1 year
 - G. Reimbursement to Mayor Bobby Wagner for expenses incurred while attending the 2024 National League of Cities Summit in Tampa, Florida, from November 12-17, 2024.
 - H. Empire Builders Group LLC contract for RFP 24-05-REC Clement Taylor Park Renovations
 - I. Interlocal with the County - Crosstown Connector funding
 - J. Resolution 24-15 - Publishing the dates of the regular city council meetings in calendar year 2025
- 4. CITY MANAGER REPORTS**
 - A. Appointment / Reappointment of Members to the City of Destin Volunteer Committees and Boards
 - B. Appointment of Council Representatives to Various Local and Regional Committees and Boards
 - C. City Manager Contract
 - D. All Employee Satisfaction Survey- **Informational Only**

E. Operations Financial Report - **Informational Only**

F. Announcements

5. PUBLIC HEARINGS

A. Second reading of Ordinance 24-22-CN - Amending appropriations for certain expenditures, expenses, capital improvements, and certain indebtedness for the City for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

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

A. Councilmember Braden

B. Councilmember Trammell

C. Councilmember Destin

D. Councilmember Bagby

E. Councilmember Hebert

F. Councilmember Geile

1) Projects Status / Updates

G. Councilmember Schmidt

1) Destin Recreational Facility Rentals

2) City Purchasing Manual Policy

H. Mayor Wagner

I. City Attorney

1) Destin Fishing Fleet, Inc., v. City of Destin; 2019-CA-002599-F: Engagement of Expert Witness

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: December 2, 2024

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

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

FROM: Andy Peters, Director of Information Technology

DATE: 12/2/2024

SUBJECT: Resolution 24-14 - Cyber Security Policy

I. BACKGROUND: The State of Florida passed Statute 282.3185 requiring local governments to adopt a Cyber Security Framework by January 2025.

II. DISCUSSION: The statute mandates that "Each local government shall adopt cybersecurity standards to safeguard its data, information technology, and information technology resources, ensuring availability, confidentiality, and integrity. These cybersecurity standards must align with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework."

In the United States, the widely recognized framework for this purpose is the National Institute of Standards and Technology (NIST) Cybersecurity Framework 2.0. This framework provides a comprehensive set of questions, checklists, and guidelines designed to help IT departments develop best practices for securing services and infrastructure.

<https://www.nist.gov/cyberframework> is the link for the National Institute of Standards and Technology's Cybersecurity Framework.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): Adopting this framework produces no effect on budget.

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: Staff recommends adopting the NIST Cybersecurity Framework to meet the requirements of the new Florida Statute 282.3185

IV. RECOMMENDED MOTION: I move that we adopt Resolution 24-14 making the NIST Cybersecurity Framework Destin's Cyber Security Policy.

Attachments:

1. Cyber Security Resolution 24-14

RESOLUTION 24-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, ADOPTING A CYBERSECURITY STANDARD; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Florida Statute 282.3185, the “Local Government Cybersecurity Act,” establishes cybersecurity requirements for county and municipal governments; and

WHEREAS, Florida Statute 282.3185 (4) states, “Each local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. The cybersecurity standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework;” and

WHEREAS, Florida Statute 282.3185 (4) requires municipalities with a population of less than 25,000 to adopt a cybersecurity standard by January 1, 2025; and

WHEREAS, the Information Technology Department of the City of Destin, Florida, has selected the National Institute of Standards and Technology’s Cybersecurity Framework as a baseline cybersecurity standard to which all cybersecurity policies of the City of Destin, Florida, will adhere.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE
CITY OF DESTIN, FLORIDA:**

SECTION 1. Adoption of Nationally Recognized Cybersecurity Framework

That the National Institute of Standards and Technology’s Cybersecurity Framework shall be the guiding cybersecurity standard for all cybersecurity policies adopted by the City of Destin, Florida and the Information Technology Department.

SECTION 2. Minimal Limitations

That the City of Destin, Florida and the Information Technology Department may further use any standards, guidelines, and best practices from within any generally accepted cybersecurity standard to establish cybersecurity policies for the City of Destin, providing all such policies are as stringent or more stringent than those provided by the National Institute of Standards and Technology’s Cybersecurity Framework.

SECTION 2. Effective Date

This Resolution shall become effective upon adoption by City Council and signature of the Mayor.

RESOLUTION 24-14 (Continued)

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF DESTIN, FLORIDA, ADOPTING A
CYBERSECURITY STANDARD; AND PROVIDING
FOR AN EFFECTIVE DATE**

SO DONE THIS THE 2ND DAY OF DECEMBER 2024

By:

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

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

Kimberly Romano Kopp, City Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2024

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 3.B.

TO: City Council

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

FROM: Andy Peters, Director of Information Technology
Krystal Strickland, Finance Director

DATE: December 2, 2024

SUBJECT: Microsoft licensing approvals for 2025

I. BACKGROUND: Each year, the City of Destin procures its Microsoft Licensing through a broker named **Liftoff**, which aggregates government clients to achieve cost savings and streamline the purchasing process. The total cost for licensing exceeds the **\$35,000** purchasing threshold, necessitating Council approval for this expenditure.

II. DISCUSSION: Microsoft's licensing structure can be complicated, so we work with a consultant called Liftoff for guidance. Below is a general discussion aimed at a high level understanding of the situation.

The City currently has two types of users:

- *86 Primary Users:* These staff members need the full range of Microsoft services
- *109 Light Users:* These users only need basic services

What's Changing: Microsoft now requires all users to have a license called **Entra ID Protection "Plan 1"**, which was not the case before. Previously, we only needed one license for the whole organization. To comply with the new rules and avoid service disruptions, we propose purchasing a bundled license called **Enterprise Mobility + Security (EMS E3)** for the 86 primary users. This approach shows good faith to Microsoft while balancing budget constraints, and is the approach most organizations like Destin are taking, according to Liftoff.

Why EMS E3? This option includes Entra ID Protection and is the most cost-effective choice because it also covers: **Microsoft Intune for Mobile Device Management (MDM)** implemented last year and budgeted for in 2025. This would be more expensive to buy ala carte than bundled.

Cost Increases:

- Microsoft increased prices by 10% in March 2024 for the basic Office 365 licenses (for the light users).
- We expect another 5% increase in March 2025 if the light users are also required to have EMS licenses.

Cost Offsets:

With this license structure the City will no longer need the 3rd party antivirus *webroot* solution, or the phishing protection service *KnowBe4*. This will result in over \$10,000 worth of savings to offset the new Microsoft Licensing requirements without reducing service.

Request: City staff asks for approval to renew our Microsoft licensing for calendar year 2025 as quoted (\$65,062.80). This renewal will ensure:

- Continuity of essential services.
- Enhanced cybersecurity.
- Compliance with Microsoft's latest requirements.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): The total projected cost for Microsoft licensing is **\$65,062.80** for January - December 2025 which includes the renewal of existing Office 365 licenses, the new Defender for Endpoint subscriptions, and the Microsoft Intune MDM service. This expenditure is accounted for within the approved IT budget for FY 2025.

	#####-552025
	All Departments -
	Operating Software
FY 25 Adopted Budget*	<u>342,782</u>
Internal Budget Transfer	<u>-</u>
Revised Budget	342,782
Previous Expenses/Encumbrances	<u>(135,417)</u>
Available Program Budget	<u>207,365</u>
Potential Agreement +(-)	(65,063)
FY 25 Remaining Program Budget	<u><u>\$ 142,302</u></u>

C. Level of Service (LOS):**D. Legislative Sponsor:****III. CONCLUSION:**

IV. RECOMMENDED MOTION: I move to approve the renewal of Microsoft licensing agreements for the City of Destin for FY 2025 in the amount of **\$65,062.80**, as outlined in the attached quote.

Attachments:

1. Liftoff AOS-
 G_Quote_DestinFLrenewal2025



QUOTE

as of 11/7/2024

Bill to:

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

Ship to:

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

Reseller (Remit To):

LiftOff LLC
Attn: Ron Braatz
1667 Patrice Circle
Crofton, MD 21114

Terms:

Due on Receipt

Payment Options:

ACH Payment (preferred) or check

Quote Description

G SKU Item Name	Part Number	Term in Months	Price/User/ Month	Licenses	Cost/Year
Office 365 Plan E1 GCC	U4S-00002	12	10.60	109	\$13,864.80
ExchangeOnlineArchiving GCC	4ES-00001	12	2.90	109	\$3,793.20
Office 365 Plan E3 GCC	AAA-11894	12	25.30	86	\$26,109.60
EMS E3 GCC	AAD-32907	12	10.60	84	\$10,684.80
EMS E5 GCC	MQY-00001	12	18.00	2	\$432.00
Defender for O365 P1 GCC	3GU-00001	12	1.88	195	\$4,399.20
Defender Endpoint	7KB-00001	12	5.60	86	\$5,779.20
LiftOff Licensing Benefits	-	-	-	-	INCLUDED

Total: \$65,062.80

*LIFT OFF LICENSING BENEFITS: As a valued licensing customer, LiftOff offers you a range of free, ongoing services to your organization. This includes: Access to our library of Office 365 Admin best practice documents, our library of end-user training videos, AD Connect support including re-installations and troubleshooting, invitations to our Office 365 Security webinars and access to the recordings, limited free consultations on implementation processes like the "Office Deployment Tool", annual Office 365 health check-ups and security check-ups, and support for compliance/retention features including ongoing training to staff that need to conduct compliance retention searches.

Pricing Information:

- All prices are displayed in United States Dollars.
- Product and pricing data are updated frequently and may change without notice.
- Pricing is valid for 60 days.
- License orders are paid up front, are non-refundable, and are one-year licenses that renew each year.
- License reductions, upgrades, or cancellations may only occur at the annual renewal date.

In order to proceed, send a Purchase Order to 365licensing@liftoffonline.com. Once we have the Purchase Order, we will order the licenses from Microsoft. We will immediately invoice the full amount when we place the order.

Customer Terms for Cloud Services Agreement US Public Sector

This agreement is between **LiftOff LLC** (“we”, “us”, and “our”) and **City of Destin, FL** (“you” and “your”). It is effective when we accept it. Key terms are defined in 8.

1. General.

Right to use. You may access and use Office 365, and install and use a Client (if any) included with your Subscription, only as described in this agreement. All other rights are reserved.

Acceptable use. You will use Office 365 only per the AUP. You will not use Office 365 in any way that infringes a third party’s patent, copyright, or trademark or misappropriates its trade secret. You may not reverse engineer, decompile, work around technical limits in, or disassemble Office 365, except if applicable law permits despite this limit. You may not rent, lease, lend, resell, transfer, or host Office 365 to or for third parties.

Compliance. You will comply with all laws and regulations applicable to your use of Office 365. In providing Office 365, we and our Providers will comply with all laws and regulations (including applicable security breach notification law) that generally apply to IT service providers. You will obtain any consents required: (1) to allow you to access, monitor, use, and disclose user data; and (2) for us to provide Office 365. If you are an educational institution, you will obtain any parental consent for end users’ use of Office 365 as required by applicable law.

Customer Data. Customer Data is used only to provide you Office 365. This use may include troubleshooting to prevent, find and fix problems with Office 365’s operation. It may also include improving features for finding and protecting against threats to users. Neither we nor our Providers will derive information from Customer Data for any advertising or other commercial purposes. We will enable you to keep Customer Data separate from consumer services. Customer Data will not be disclosed unless required by law or allowed by this agreement. Your contact information may be provided so that a requestor can contact you. If law requires disclosure, we will use commercially reasonable efforts to notify you, if permitted. Customer Data may be transferred to, and stored and processed in, any country we or our Providers maintain facilities, unless you provision your tenant in the United States. If you do, Microsoft will provide Office 365 from data centers in the United States, and storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

Changes. Office 365 may be changed periodically, after which you may need to agree to new terms. You may be required to run a client software upgrade on devices using Office 365 after a change to maintain full functionality.

Use rights. Use rights specific to Office 365 are posted online at the link to the AUP.

2. Confidentiality and Security.

We and our Providers will (a) maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction and (b) not disclose Customer Data, except as required by law or expressly allowed. Neither party will make any public statement about this agreement's terms without the other's prior written consent.

3. Term, Termination, and Suspension.

Term and termination. This agreement will remain in effect for three years subject to your right under applicable law to terminate for convenience.

Customer Data. You may extract Customer Data at any time. If your Subscription expires or terminates, we will keep your Customer Data in a limited account for at least 90 days so you may extract it. We may delete your Customer Data after that.

Regulatory. If a government rule or regulation applies to us or our Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or we or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, we may change Office 365 or terminate the agreement. If we change Office 365 to come into compliance, and you do not like the change, you may terminate.

Suspension. We may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if you do not promptly respond under §5 to intellectual property claims; or (3) for non-payment; or (4) if you violate the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. We will notify you before we suspend, unless doing so may increase damages. We will notify you at least 30 days before suspending for non-payment. If you do not fully address the reasons for suspension within 60 days after we suspend, we may terminate your Subscription.

4. Limited warranty; disclaimer.

We warrant that Office 365 will meet the SLA terms during the Subscription; your only remedy for breach of warranty is stated in the SLA. *We provide no (and disclaim to the extent permitted by law any) other warranties, express, implied, or statutory, including warranties of merchantability or fitness for a particular purpose.*

5. Duty to protect.

Defense. We or our Providers will defend you against any claims made by an unaffiliated third party that Office 365 infringes its patent, copyright, or trademark or misappropriates its trade secret.

Remedies. If we or our Providers reasonably believe that a claim under §5 may bar your use of Office 365, we or our Providers will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent and notify you to stop use of the prior version. If these options are not commercially

reasonable, we or our Providers may terminate your rights to Office 365 and refund any payments for unused Subscription rights.

Other obligations. To the extent permitted by law, you will (1) notify us promptly of a claim under this §5 and (2) allow us or our Providers to assist in your defense or settlement. You will provide reasonable help to defend. We or our Providers will reimburse you for reasonable out-of-pocket expenses incurred in giving that help and pay the amount of any resulting adverse final judgment (or settlement the protecting party consents to). Neither we nor our Providers will be bound by any settlement to which we do not agree in writing, this § 5 provides the exclusive remedy for these claims.

Limits. The obligations of us and our Providers in this §5 won't apply to a claim or award based on: (1) Customer Data; (2) software not provided by us or our Providers; (3) modifications you make to Office 365, or materials you provide or make available as part of using Office 365; (4) your combination of Office 365 with, or damages based on the value of, a product, data, or business process not provided by us or our Providers; or (5) your use of a Microsoft trademark without their express, written consent, or your use of Office 365 after being notified to stop due to a third-party claim.

6. Limited liability.

Each party's (and our Providers') maximum aggregate liability for any claim related to this agreement is limited to direct damages up to the fees that you paid for Office 365 during the 12 months before the claim arose (or \$5,000.00 if you paid no fees). *Neither party nor our Providers will be liable for lost revenues or indirect, special, incidental, consequential, punitive, or exemplary damages, even if the party knew they were possible.* The limits and exclusions in this §6 apply to the extent permitted by law, but do not apply to (1) obligations under §5; or (2) intellectual property infringement or misappropriation.

7. Agreement mechanics.

You must send notice by regular mail, return receipt requested, to the address on the Portal (effective when delivered). We may email notice to your account administrators (effective when sent). You may not assign this agreement, or any right or duty under it. If part of this agreement is held unenforceable, the rest remains in force. Failure to enforce this agreement is not a waiver. The parties are independent contractors. This agreement does not create an agency, partnership, or joint venture. This agreement is governed by the laws applicable to Customer, without regard to conflict of laws. This agreement (including the SLA and AUP) and our price sheet are the parties' entire agreement on this subject and supersedes any concurrent or prior communications. Agreement terms that require performance, or apply to events that may occur, after termination or expiration will survive, including §5. Office 365 and the Client are subject to U.S. export jurisdiction. You must comply with the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions. For more information, see <http://www.microsoft.com/exporting/>. Our Providers may deliver Office 365, and the rights granted to us also apply to them.

8. Definitions.

"AUP" means the acceptable use policy at <http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=5502>.

"Client" means device software that we or our Providers provide you with Office 365.

"Customer Data" means all data, including all text, sound, or image files that are provided to us or our Providers by, or on behalf of, you through your use of Office 365.

“Office 365” means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection; Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.

“Portal” means the Online Services Portal for Office 365 (see <http://www.microsoft.com/online>).

“Providers” means our affiliates, licensors, and suppliers, including Microsoft and its applicable affiliates.

“SLA” means the service level commitments we or our Providers make regarding delivery and performance of Office 365 (see <http://www.microsoft.com/licensing/contracts>).

“Subscription” means an order for a quantity of Office 365.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2024
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.C.

TO: City Council

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

FROM: Andy Peters, Director of Information Technology
Krystal Strickland, Finance Director

DATE: November 21, 2024

SUBJECT: Declaration of Depreciated and Non-Functioning IT Equipment as Surplus for Disposal

I. BACKGROUND: Each year, the City of Destin upgrades and replaces outdated IT equipment as part of ongoing maintenance. The decommissioned equipment must be declared surplus before it can be properly disposed of, in accordance with City policy and Ordinance No. 23-01-CN. The equipment listed below has been evaluated by the IT Department and is deemed either obsolete, non-functional, or beyond economical repair.

II. DISCUSSION: City staff, in accordance with Section 2-63 of the Surplus Property Ordinance, has classified the following items as surplus:

Non-Functioning or Obsolete Equipment:

- **8x Dell Optiplex Computers** (obsolete, no longer compatible with current software)
- **1x Small Printer** (non-functional)
- **Miscellaneous Depreciated Laptops** (various makes and models, beyond repair)
- **5x Cracked Tablets** (physically damaged, non-functional)
- **Miscellaneous Hard Drives** (data destroyed by drilling)
- **Miscellaneous Non-Functioning Monitors**
- **Miscellaneous iPhones (Models 11 and Older)** (outdated, no longer supported)

The non-functional items will be disposed of through certified recycling or destruction methods to ensure proper handling and compliance with data security standards.

Functioning Equipment for Surplus:

- **6x Miscellaneous Laptops** (includes Microsoft Surface Pro and Dell Intel Core i5)

models, in working condition)

The functioning laptops are no longer required for City operations but remain in working condition. These items will be offered for disposal through a **online auction (govdeals.org)**, as stipulated by Section 2-65 of the Surplus Property Ordinance. All costs for delivery and transportation of the auctioned items will be borne by the winning bidders.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): The items listed are considered operating supplies (not fixed assets) and proceeds received should be recorded to 01300-365000 General Fund - Sale of Surplus Materials.

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: The City Manager recommends the classification of the listed items as surplus, with a nominal estimated value due to their age and condition. City staff requests Council approval to declare the listed IT equipment as surplus and authorize its disposal according to City Ordinance No. 23-01-CN. This declaration allows staff to proceed with the appropriate disposal methods, ensuring compliance with City policy and secure handling of all electronic waste.

IV. RECOMMENDED MOTION: I move to approve the declaration of the listed IT equipment as surplus property and authorize City staff to proceed with its disposal in accordance with City Ordinance.

Attachments:

1. ATT1 ORD 23-01-CN Disposal of Surplus Property
2. Misc Laptops and Tablets
3. Misc phones
4. Optiplex
5. Printer and Monitors

ORDINANCE NO. 23-01-CN

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AMENDMENT OF SECTIONS 2-61 THROUGH 2-65 OF THE CITY'S CODE OF ORDINANCES, DISPOSAL OF SURPLUS PROPERTY; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR CONFLICTING PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for the enactment of this ordinance is Article I, Section 1.01 of the City Charter and Section 166.021, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council has previously adopted Ordinance Number 135 (codified in section 2-61 through 2-65 of the City's Code of Ordinances) and Ordinance Number 13-12-CN, both of which relate to the disposal of surplus property (the "Surplus Property Disposal Ordinances"); and

WHEREAS, the Surplus Property Disposal Ordinances conflict and are in need of revision to more efficiently and economically dispose of surplus City property; and

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 City of Destin's Ordinance 109, As Amended, Personnel Rules and Regulations, that have been skipped and remain unchanged.**

SECTION 3. AMENDMENT OF CITY CODE, DISPOSAL OF SURPLUS PROPERTY, BY AMENDING SECTION 2-62 – *DEFINITIONS*; SECTION 2-63 - *SURPLUS PROPERTY* ; SECTION 2-64 - *DISPOSAL OF SURPLUS PROPERTY TO GOVERNMENTAL UNITS*; SECTION 2-65 – *DISPOSAL OF SURPLUS PROPERTY TO PERSONS*

Section 2-62 is hereby amended as follows:

Section 2-62. Definitions.

Charitable organization shall mean a not-for-profit business entity whose primary objectives are philanthropy or social well-being and is tax exempt under Internal Revenue Code Section 501(c)(3).

Governmental unit shall mean the governing board, commission or authority of Okaloosa County, other municipalities within Okaloosa County, taxing districts of the state within Okaloosa County, or the Sheriff of Okaloosa County, or the governing board of the Okaloosa County fair.

Person shall mean any individual person or any other legal entity.

Trade-in shall mean property which is accepted by a retailer as partial payment for an item which will become property after it is purchased.

Section 2-63 is hereby amended as follows:

Section 2-63. Surplus property.

The city council ~~shall~~ may, upon the recommendation of the city manager, classify as surplus any of its property that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function. The city manager's recommendation shall include his a best estimate of the property's value. The city council may, in its reasonable discretion and upon consideration of the best interest of the city, the value and condition of property classified as surplus, and the probability of such property being desired by prospective bidders to whom offered, direct the city manager to dispose of surplus property to governmental units and charitable organizations through the procedures described in Section 2-64, to other persons through the procedures described in Section 2-65, or to destroy or abandon the property through the procedures described in Section 2-65.

Section 2-64 is hereby amended as follows:

Section 2-64. Disposal of surplus property to governmental units and charitable organizations.

~~Within the reasonable exercise of the discretion of the city council and having consideration for the best interest of the city, the value and condition of property classified as surplus, and the probability of such property being desired by prospective bidders to whom offered, Upon consideration of the factors described in Section 2-63, the city council may direct the city manager to offer, by letter, surplus property to all other governmental units and charitable organizations; and through the following procedures:~~

- (1) ~~Such offer shall disclose the estimated value and condition of the property, the date and time by which bids should be received. The city may solicit sealed, competitive bids~~

from all interested governmental units and charitable organizations. If the city elects to solicit sealed, competitive bids, then the city shall disclose the estimated value and condition of the property to prospective bidders, permit inspection of the property (if feasible), and include a date and time certain by which bids must be received. The city shall accept the highest bid from a responsible bidder.

- (2) ~~Such offer shall disclose the estimated value and condition of the property, the date and time by which bids should be received. In lieu of soliciting sealed bids or if no sealed bids are received after soliciting sealed bids, the city may, in its reasonable discretion, directly contact potentially interested governmental units and charitable organizations and donate the property directly to a governmental unit or charitable organization that desires the property.~~
- (3) ~~The cost of delivering and transferring the property shall be paid by the successful bidding governmental unit or charitable organization receiving the property, whether that property is received through sealed, competitive bidding or through donation.~~
- (4) ~~If no acceptable bid is received from a governmental unit, the city council may offer for donation such property to the governmental units. The cost of delivering and transferring the property shall be paid by the governmental unit accepting the property.~~

Section 2-65. Disposal of surplus property by destroying or abandoning the surplus property or to persons through trade-in or auction.

~~Within the reasonable exercise of the discretion of the city council and having consideration for the best interest of the city, the value and condition of property classified as surplus, and the probability of such property being desired by prospective bidders to whom offered, Upon consideration of the factors described in Section 2-63, the city council may direct the city manager to either destroy or abandon the surplus property or to dispose of surplus property for value to any person through the following procedures:~~

- (a) ~~Destroy or abandon surplus property. Trade-in the property; or~~
- (b) ~~Dispose of surplus property for value to any person. Auction the property through either a public auction or online auction.~~
- (c) ~~Public auction. If the Property of which the city council directs the property be sold through a public auction, then the following procedures control: pursuant to this section shall be sold only to the highest responsible bidder after a request for at least three bids, or by public auction.~~
 - (1) ~~If the sale is by bid, all bids shall be submitted on bid forms provided by the city. All bids shall be executed and submitted in a sealed envelope prior to the date and time of the bid opening as advertised in the notice. It is the bidder's responsibility~~

~~to assure that the bid is delivered at the property time and place of the bid opening. Notice of the sale by bid shall be published twice, more than seven (7) days prior to the date and time of the bid opening, in a newspaper having general circulation within the city and in additional papers, if in the judgment of the city manager, the best interest of the city will better be served by the additional notices. The notice shall contain a description, the estimated value, the location where and time when the surplus property may be inspected, the name and the telephone number of the person to contact regarding the property, and the place, date and time by which the bids must be received. All auction items must be available for review to all interested parties for two weeks prior to the auction.~~

- ~~(2) If the sale is by public auction, notice thereof shall be published twice, more than seven (7) days prior to the sale, in a newspaper having general circulation within the city and in additional papers, if in the judgment of the city manager, the best interest of the city will better be served by the additional notices. The notice shall contain a description, the estimated value, the location where and time when the surplus property may be inspected, the name and the telephone number of the person to contact regarding the property, and the place, date and time when the public auction will be conducted. The city will publish an advertisement outlining the items for sale, the auction location and time to all interested parties in the local newspaper of general circulation at least 14 days prior to the auction. The city council may waive this requirement so long as notice is adequately published through electronic means in accordance with subsection (c)(3).~~
- ~~(3) The city shall advertise the auction with all the details listed in subsection (c)(2) on the City's website at least 14 days prior to the auction.~~
- ~~(4) All property sold at a public auction will be made to the highest responsible bidder.~~
- ~~(5) If a written bid is submitted, it must be received prior to the auction date and time advertised.~~
- ~~(6) All costs of transporting and delivering the auctioned item will be borne by the winning bidder.~~
- (d) Online auction. If the city council direct the property be sold through an online auction, then the following procedures control:
 - (1) All online auctions will be coordinated between the IT Director and Finance Director.

(2) All online auctions will be placed with a reputable and qualified online auction site that ensures transparency between the City and potential bidders.

(3) All costs of transporting and delivering the auctioned items will be borne by the winning bidder.

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, City Resolutions, or parts thereof, 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, phrase, sentence, provision, 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 provisions, and such holding shall not affect the validity of the remaining portions thereof.

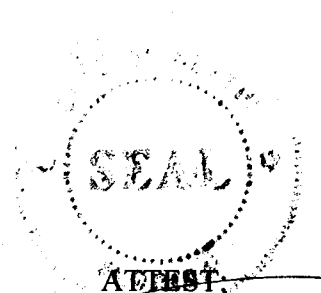
SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption by the City Council and the signature of the mayor.

ADOPTED THIS 17TH DAY OF JANUARY 2023.
BY:



Bobby Wagner, Mayor



ATTEST



Rey Bailey, City Clerk









CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2024**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 3.D.

TO: City Council

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

FROM: Michael Burgess, Public Works Director

DATE: 11/12/2024

SUBJECT: Miscellaneous Concrete Continuing Services Contract, authorization for the City Manager to execute a 1-year extension

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

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

NOTE: As part of the CY25 extension, an Anti-Human Trafficking Affidavit has been included per F.S.S. 787.06(13).

This is the 4th of four possible extensions.

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

II. Enhanced Quality of Life and Safety for Families

IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

V. Improve Mobility and Connectivity

B. Effect on Budget (EOB): Funding for miscellaneous concrete services is available in the City's Renewal and Replacement program, CIP budget for a specific project, and in the operating account for the responsible Department, as applicable for small repair projects. Any budgeted work orders greater than \$35,000 will be brought forth for Council approval before proceeding.

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

D. Legislative Sponsor:

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

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

Attachments:

1. ATT1 SH Hayes Enterprises LLC
2021-2022 Contract - Misc Concrete
2. ATT2 SH Hayes price adjustment
letter and supporting documents for
CC packet
3. ATT3 SH Hayes Amendment 1 2023
4. ATT5 Anti Human Trafficking
Affidavit _Destin
5. ATT4 SH Hayes Enterprises LLC
Misc Concrete Services CY25
Contract Extension (1)

CITY OF DESTIN, FLORIDA

CONTRACT

**MISCELLANEOUS CONCRETE
CONTINUING SERVICES CONTRACT**

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

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS CONCRETE SERVICES

1. Entire Contract:

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

2. Intent of Contract:

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

3. Term of Contract and Time Extensions:

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

4. Time for Performance:

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

5. Compensation:

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

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

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

6. Changes in the Work:

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

7. Insurance:

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

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

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

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

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

12. Termination for Default:

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

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

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

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

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

13. Termination for Convenience:

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

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

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

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

15.2 Severability

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

15.3 Sovereign Immunity

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

15.4 Construction

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

15.5 Jury Trial Waiver

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

15.6 Attorney's Fees

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

15.7 Notices

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

15.8 Public Records

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

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

As to the City:

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

As to the Contractor:

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

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

ATTEST:

Rey Bailey
City Clerk

CITY OF DESTIN

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

SEAL

As to Legal Form:

Kyle Bauman, Esq.
City Attorney

S.H. Hayes Enterprises, LLC

Samuel A. Hayes
Witness

Dawn Mickle
Witness

CONTRACTOR:

By:

(Signature)

(Printed Name)

Its:

(Title)

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

EXHIBIT A - BID FORM

PART I Bid submitted by:

Company: S.H. Hayes Enterprises, LLC
Address: 701 W 8th Street Circle
City & State: Lynn Haven, FL Zip Code: 33444
Telephone: (850) 814-9139 Fax: ()
Number of Years in Business: 45 Email: Shayes1218@yahoo.com

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

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

SERVICE DESCRIPTION AND SPECIFICATIONS

Item	Unit	Unit Price
Concrete Driveway, 6 inches thick*	Square Foot	\$ 8.95
Concrete Sidewalk, 4 inches thick*	Square Foot	\$ 10.25
Concrete Flat/Ribbon Curb (12" wide by 8" deep)*	Linear Foot	\$ 18.00
Concrete Type "D" Curb*	Linear Foot	\$ 18.00
Concrete Type "E" Curb & Gutter*	Linear Foot	\$ 24.00
Concrete Type "F" Curb & Gutter*	Linear Foot	\$ 30.00
Concrete Modified (18") Type "F" Curb & Gutter*	Linear Foot	\$ 30.00
Concrete Pads <1000 square feet*	Square Foot	\$ 10.25
Concrete Pads ≥1000 square feet*	Square Foot	\$ 5.75
Fill Dirt provided, delivered, spread, and compacted	Cubic Yard	\$ 24.00
FDOT qualified Traffic Control (MOT) cost	Per Day	\$ 200.00
Bermuda Sod installed	Square Foot	\$ 8.75 .97

Initials of Bidder: HH

City of Destin - RFB 21-05-PS

Miscellaneous Concrete Continuing Services

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

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

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

SAFETY NOTE

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

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

Initials of Bidder: VH

S.H. Hayes Enterprises

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

March 02, 2023

City of Destin
4100 Indian Bayou Trail
Destin, FL 32541

To Whom It May Concern,

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

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

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

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

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

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

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

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

Best regards,

James "Dylan" Wright

dylanw@shhayesenterprises.com

(850) 814-3866

Project Manager, S.H. Hayes Enterprises

RBM CONTRACTING
SERVICES-LLC

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

Invoice

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

PAST DUE

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

Ship To
862 US Hwy 98 Destin, FL

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

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

Exhibit A**Exhibit B**

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

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

RBM CONTRACTING SERVICES-LLC

Quote

Date: 2/15/2023

Bill To:

Job Site Address:

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

Exhibit A

Exhibit B

Search



DATA

TOOLS

SUPPORT

PLANS



b 27 2023

unsaved)

EXPORT

Annotate

CHART OPTIONS

ADD

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

US Retail Diesel Price (I:USRDP)

Sep 20 '21

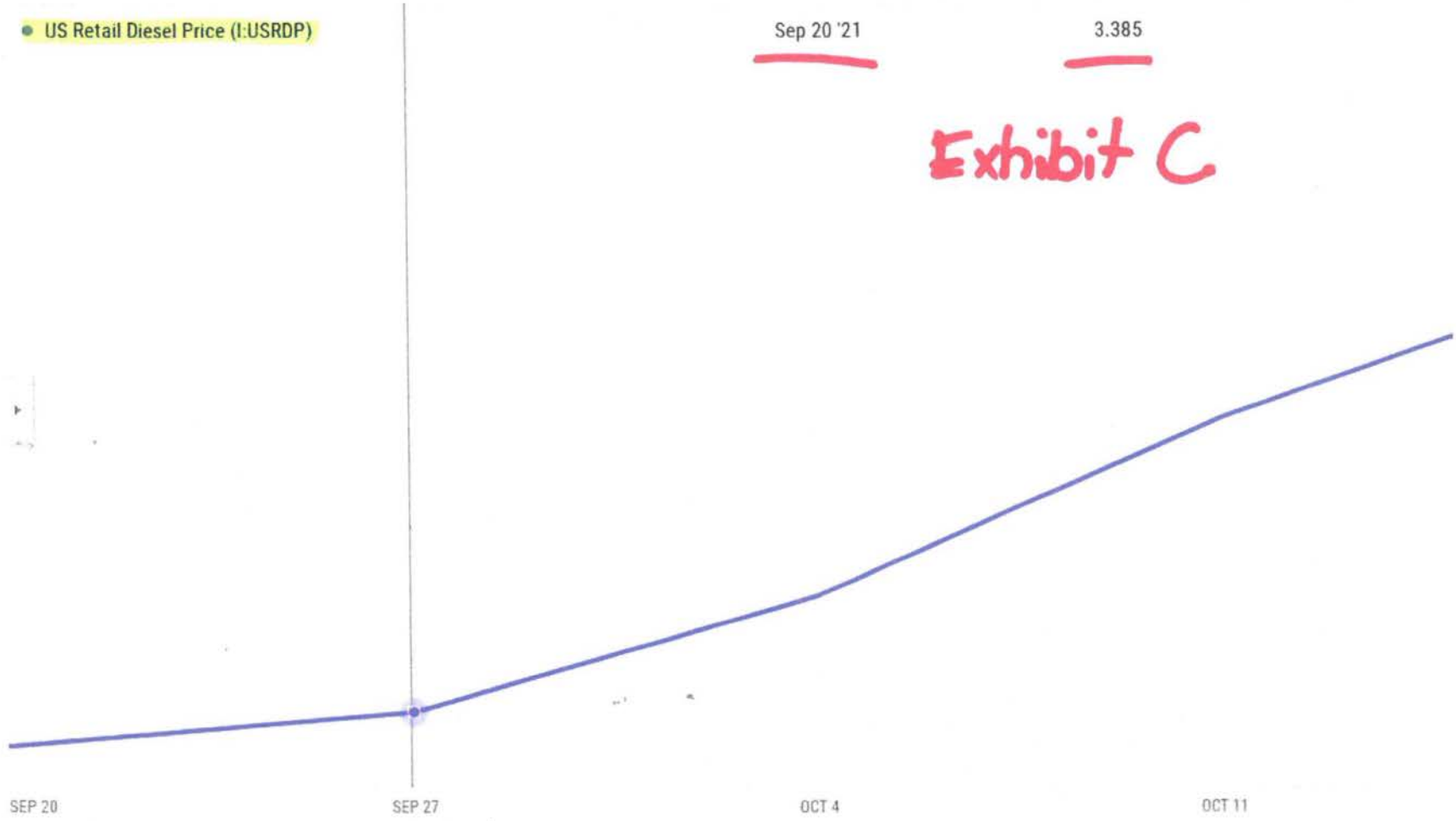
3.385

Exhibit C

ADD BROWSE

LIST

+ CREATE



Search



DATA

TOOLS

SUPPORT

PLANS



27 2023

unsaved)

EXPORT

Annotate



CHART OPTIONS



PI

ADD

1D

5D

1M

3M

6M

YTD

1Y

3Y

5Y

10Y

MAX

DATE RANGE

09/20/2021

02/20/2023

US Retail Diesel Price (I:USRDP)

Feb 13 '23

4.444

Exhibit C

ADD

BROWSE

LIST

+ CREATE

JAN '22

MAY '22

SEP '22

13

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

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

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

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

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

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

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

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

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

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

CITY OF DESTIN

S.H. HAYES ENTERPRISES

Lance A. Johnson
City Manager

Leslie Hayes
Owner

Attest:

City Clerk

SEAL

EXHIBIT
None

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)

CONTRACT EXTENSION AGREEMENT

This contract extension agreement ("Extension") dated the 1st day of January, 2025, is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and S.H. Hayes Enterprises LLC. The purpose of this agreement is to extend for an additional one year term that certain contract for services dated September 20, 2021 (as amended) between the City of Destin and S.H. Hayes Enterprises LLC "Contract" to provide miscellaneous concrete services for the City. This agreement will begin on January 1, 2025 and will extend through December 31, 2025.

This is the **3rd of 4** possible extensions.

The following provision amends the contract of the parties and is binding upon them.

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 THE ATTACHED AFFIDAVIT.

It is expressly agreed by the parties that this Extension is made a part of the Contract as though expressly rewritten, incorporated, and included herein. To the extent of any conflict between this Extension and the Contract, this extension prevails, but all other terms and conditions of the Contract remain in full force and effect.

It is understood that final authorization for this Extension must be made by the Destin City Council, and that either party may cancel this Extension with 30 days written notice, without penalty.

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

Witnesses:

City of Destin

(Signature)

By: _____
Larry Jones
City Manager

(Signature)

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

S.H. Hayes Enterprises LLC

(Signature)

By: _____
(Signature)

(Signature)

(Name & Title)

ATTEST: _____
(Signature)

(Name & Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2024**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 3.E.

TO: City Council

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

FROM: Michael Burgess, Public Works Director

DATE: 11/21/2024

SUBJECT: Miscellaneous Asphalt Continuing Services, authorization for the City Manager to execute a 1-year extension

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

II. DISCUSSION: The execution of this contract extension by the City in no way guarantees the City will, nor obligates the City to, expend its funds. It merely authorizes the City to utilize the contractor if funds are allocated by Council. As per our policy, any project totaling more than \$35,000 will come before City Council for approval. The renewal is the 2nd of 4 possible extensions.

NOTE: As part of the CY25 extension, an Anti-Human Trafficking Affidavit has been included per F.S.S. 787.06(13).

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

II. Enhanced Quality of Life and Safety for Families

IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

B. Effect on Budget (EOB): Approximately 3.6 million has been budgeted for transportation renewal and replacement projects in FY25.

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

D. Legislative Sponsor:

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

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

2025.

Attachments:

1. ATT1 H&T 2023 Misc Asphaltic
Concrete Services Contract Yr1
2. ATT3 Anti Human Trafficking
Affidavit _Destin
3. ATT2 H&T Contractors LLC Misc
Asphaltic Concrete CY25 Contract
Extension (1)

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

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

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

1. Entire Contract:

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

2. Intent of Contract:

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

3. Term of Contract and Tim Extensions:

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

4. Time for Performance:

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

5. Compensation:

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

6. Changes in the Work:

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

7. Insurance:

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

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

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

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

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

12. Termination for Default:

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

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

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

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

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

13. Termination for Convenience:

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

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

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

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

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

15.2 Severability

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

15.3 Sovereign Immunity

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

15.4 Construction

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

15.5 Jury Trial Waiver

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

15.6 Attorney's Fees

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

15.7 Notices

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

15.8 Public Records

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

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

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

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

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

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



ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN

Lance A. Johnson
Lance A. Johnson, City Manager

SEAL

H&T CONTRACTORS, LLC
CONTRACTOR:

By: Heather Bailey
(Signature)

Heather Bailey
(Printed Name)

Its: MGRM
(Title)

Mark Shaw
Witness

D. J. Juchand
Witness

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

EXHIBIT A - BID FORM

PART I Bid submitted by:

Company: H & T Contractors, LLC

Address: PO Box 9

City & State: Freeport, FL

Zip Code: 32439

Telephone: (850) 835-0231

Fax: (850) 835-5123

Number of Years in Business: 14

Email: Misty@h-tcontractors.com

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

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

Table 1. SERVICE DESCRIPTION AND SPECIFICATIONS

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

Initials of Bidder: HB

City of Destin – RFB 22-10-PW

Miscellaneous Asphaltic Concrete Continuing Services

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

Initials of Bidder: HB

City of Destin – RFB 22-10-PW

Miscellaneous Asphaltic Concrete Continuing Services

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

Initials of Bidder: HB

City of Destin – RFB 22-10-PW

Miscellaneous Asphaltic Concrete Continuing Services

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

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

*Shall be fiber-reinforced 4000psi.

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

SAFETY NOTE

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

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

Part III Certifications

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

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

Initials of Bidder: HB

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

Signature and Certification:

Name and Title of Authorized Representative: Heather Bailey, MEMR

Signature: Heather Bailey

Date of Bid: 02/16/2023

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

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

END OF BID FORM

Initials of Bidder: HB

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)

CONTRACT EXTENSION AGREEMENT

This Contract Extension Agreement (“Extension”) dated the 1st day of January, 2025, is between the City of Destin, Florida (“City”), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and H&T Contractors LLC. The purpose of this agreement is to extend for one year that certain contract for services dated March 6, 2023 between the City of Destin and H&T Contractors LLC (“Contract”) to provide miscellaneous asphaltic concrete services for the City. This Extension will begin on January 1, 2025 and will extend through December 31, 2025.

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

The following provision amends the contract of the parties and is binding upon them.

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 THE ATTACHED AFFIDAVIT.

It is expressly agreed by the parties that this Extension is made a part of the Contract as though expressly rewritten, incorporated, and included herein. To the extent of any conflict between this Extension and the Contract, this extension prevails, but all other terms and conditions of the Contract remain in full force and effect.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice, without penalty.

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

Witnesses:

City of Destin

(Signature)

By: _____
Larry Jones
City Manager

(Signature)

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

(Signature)

(Signature)

H&T Contractors LLC

By: _____
(Signature)

(Name & Title)

ATTEST: _____
(Signature)

(Name & Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 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: Michael Burgess, Public Works Director

DATE: 11/12/2024

SUBJECT: Miscellaneous Road Striping Continuing Services Contract, authorization to renew for 1 year

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

II. DISCUSSION: The signing of this contract renewal by the City in no way guarantees the City will, nor obligates the City to expend its funds. It merely authorizes the City to utilize the contractor if funds are allocated by Council. The original contract is provided as ATT1 and the 1-year extension as ATT2. This renewal represents the 4th of four possible renewals.

NOTE: As part of the CY25 extension, an Anti-Human Trafficking Affidavit has been included per F.S.S. 787.06(13).

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

II. Enhanced Quality of Life and Safety for Families

IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

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

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

D. Legislative Sponsor:

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

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

Attachments:

1. ATT1 Emerald Coast Striping LLC,
2020-2021 Misc Road Striping
Contract
2. ATT3 Anti Human Trafficking
Affidavit _Destin
3. ATT2 Emerald Coast Striping CY25
Contract Extension

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES CONTRACT

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

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

1. Entire Contract:

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

2. Intent of Contract:

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

3. Term of Contract and Renewals:

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

4. Time for Performance:

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

5. Compensation:

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

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

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

6. Changes in the Work:

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

7. Insurance:

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

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

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

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

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

12. Termination for Default:

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

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

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

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

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

13. Termination for Convenience:

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

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

and settle all outstanding liabilities and claims.

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

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

15.2 Severability

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

15.3 Sovereign Immunity

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

15.4 Construction

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

15.5 Jury Trial Waiver

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

15.6 Attorney's Fees

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

15.7 Notices

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

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

As to the City:

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

As to the Contractor:

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

15.8 Public Records

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

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

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

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

ATTEST:

Rey Bailey
City Clerk

SEAL

CITY OF DESTIN

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

As to Legal Form:



Kyle Bauman, Esq.
City Attorney

Emerald Coast Striping LLC
CONTRACTOR:

By: 

(Signature)

Eric Bailey

(Printed Name)

Erica Elinson

Witness



Witness

Its: OPERATIONS MANAGER

(Title)



ORIGINAL

EXHIBIT A – BID FORM

PART I Bid submitted by:

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

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

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

SERVICE DESCRIPTION AND SPECIFICATIONS

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

Initials of Bidder: MS



ORIGINAL

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

SAFETY NOTE

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

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

Part III Certifications

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

Initials of Bidder: ABJ



ORIGINAL

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

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

Signature and Certification:

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

Signature: [Signature]

Date of Bid: 8.13.2020

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

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

END OF EXHIBIT A

Initials of Bidder: [Signature]

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)

CONTRACT EXTENSION AGREEMENT

This contract extension agreement dated the 1st day of January, 2025, ("Extension") is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Emerald Coast Striping, LLC ("Contractor"). The purpose of this Extension is to extend for twelve months that certain contract for road striping services effective October 1, 2020 between the City of Destin and Emerald Coast Striping, LLC ("Contract") to provide miscellaneous road striping services for the City. This agreement will begin on January 1, 2025 and will extend through December 31, 2025.

This represents the 4th of 4 possible contract extensions.

The following provision amends the contract of the parties and is binding upon them.

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 THE ATTACHED AFFIDAVIT.

It is expressly agreed by the parties that this Extension is made a part of the Contract as though expressly rewritten, incorporated, and included herein. To the extent of any conflict between this Extension and the Contract, this extension prevails, but all other terms and conditions of the Contract remain in full force and effect.

It is understood that final authorization for this Extension must be made by the Destin City Council, and that either party may cancel this Extension with 30 days written notice, without penalty.

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

Witnesses:

City of Destin

(Signature)

By: _____
Larry Jones
City Manager

(Signature)

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

Emerald Coast Striping, LLC

(Signature)

By: _____
(Signature)

(Signature)

(Name & Title)

ATTEST: _____
(Signature)

(Name & Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2024

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.G.

TO: City Council

THRU:

FROM:

DATE: November 22, 2024

SUBJECT: Reimbursement to Mayor Bobby Wagner for expenses incurred while attending the 2024 National League of Cities Summit in Tampa, Florida, from November 12-17, 2024.

I. BACKGROUND:

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): Total expenditures amounted to \$3754. Effect on budget is as follows:

	0151110-540000	0151110-555000	
	City Council - Travel	City Council - Conf	
		Registrations	total
FY 25 Adopted Budget*	13,500	1,000	14,500
Internal Budget Transfer	-	-	-
Revised Budget	13,500	1,000	14,500
Previous Expenses/Encumbrances	-	-	-
Available Program Budget	13,500	1,000	14,500
Potential Agreement +(-)	(2,654)	(1,100)	(3,754)
FY 25 Remaining Program Budget	\$ 10,846	\$ (100)	\$ 10,746

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. Travel Expense Log - Wagner -
November 12-17, NLC Summit -
Tampa, Florida

CITY OF DESTIN
TRAVEL EXPENSE LOG

Name: Bobby Wagner

Travel Dates: November 12-17, 2024

	Tuesday 12-Aug-24	Wednesday 13-Aug-24	Thursday 14-Aug-24	Friday 15-Aug-24	Saturday 16-Aug-24	Sunday 17-Aug-24	Total
Date:							
Meals:							
Partial Per Diem:							\$ -
Daily Per Diem:	\$ 59.00	\$ 59.00	\$ 59.00	\$ 59.00	\$ 59.00	\$ 59.00	\$ 354.00
Total Meals	\$ 59.00	\$ 59.00	\$ 59.00	\$ 59.00	\$ 59.00	\$ 59.00	\$ 354.00
Transportation:							
Airfare:							
Car Rental:							
Fuel Expenses							
Taxi:							
Personal Miles: \$ 0.670	\$ 274.16					\$ 274.16	\$ 548.32
Total Transportation	\$ 274.16					\$ 274.16	\$ 548.32
Lodging:							
Hotel Charges:	\$ 307.27	\$361.02	\$ 361.02	\$ 361.02	\$ 361.02		\$ 1,751.35
	\$ 307.27	\$ 361.02	\$ 361.02	\$ 361.02	\$ 361.02		\$ 1,751.35
Misc. Expenses:							
Parking:							
Tolls:							
WIFI:							
Other: Explain: Conf. Reg.		\$ 1,100.00					\$ 1,100.00
Other: Explain:							
Total Misc. Expenses		\$ 1,100.00					\$ 1,100.00
Grand Total	\$ 640.43	\$ 1,520.02	\$ 420.02	\$ 420.02	\$ 420.02	\$ 333.16	\$ 3,753.67

City of Destin
Travel Expense Claim

Name: Bobby Wagner

Department: Mayor

Travel: Place/Purpose 2024 National League of Cities Summit

Date: November 12-17, 2024

Note: All expenses must be supported by a receipt except meal per diems and must be supported by a Travel Expense Log.

Meals/Per Diem: \$ 354.00

Airfare: \$ -

Car Rental: \$ -

Fuel Expenses \$ -

Taxi: \$ -

Personal Miles: \$ 548.32 POV

Lodging: \$ 1,751.35

Parking: \$

Tolls: \$ -

WIFI: \$ -

Other: Itemize \$ 1,100.00 Conferences Registration

Other: Itemize \$ -

\$ -

\$ -

Total Reimbursable Expenses: \$ 3,753.67

Less: Purchasing Card Charges \$ 2,851.35

Less: Purchasing Card Charges

Balance Due Traveler \$ 902.32

Reimburse City for fuel cost \$ -

Net Due Traveler \$ 902.32

Finance Director: Krystal Strickland

Account #: 151110.54

City Manager: Larry Jones

Date: 11/22/2024

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2024

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 3.H.

TO: City Council

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

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Lisa Firth, Parks & Rec Director
Krystal Strickland, Finance Director

DATE: 11/18/2024

SUBJECT: Empire Builders Group LLC contract for RFP 24-05-REC Clement Taylor Park Renovations

I. BACKGROUND: October 7, 2024 City Council adopted the bid committee scoring of RFP 24-05-REC and instructed staff to negotiate a contract and bring that back to the council for their consideration.

II. DISCUSSION: Okaloosa County informed the City that Treasury instructed them to submit the executed contract and associated procurement documents for their review and approval. Attached is the construction contract and attachments with Empire Builders Group LLC for RFP 14-05-REC. The contractor has reviewed the contract and is agreeable to signing it.

The bid proposal from Empire for RFP 24-05-REC is \$1,658,575.12.

Once the city executes the document it will be sent to the County for submission to Treasury. If approved by the Treasury, they will inform the County that a Notice To Proceed can be issued to the contractor.

A. Link to Strategic Goals / Objectives: 4.10 Renovate Clement Taylor Park

B. Effect on Budget (EOB): The bid proposal from Empire for RFP 24-05-REC is \$1,658,575.12.

The FY 2025 budget has available \$1,700,000 for this project (RC216 Clement Taylor Park Renovations).

	30557233-565000-	30558500-565000-	31557232-565000-	
	RC216	RC216	RC216	
	RESTORE Grant	Gen Fund	Park Impact Fees	TOTAL
FY 25 Adopted Budget*	\$ 729,918	\$ 720,082	\$ 250,000	\$ 1,700,000
Previous Expenses/Encumbrances	-	-	-	-
Available Program Budget	729,918	720,082	250,000	1,700,000
This Agreement +(-)	(729,918)	(678,657)	(250,000)	(1,658,575)
FY 25 Remaining Program Budget	\$ -	\$ 41,425	\$ -	\$ 41,425

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

D. **Legislative Sponsor:**

III. **CONCLUSION:** Staff recommend the approval of the contract.

IV. **RECOMMENDED MOTION:** I move that City Council approve the construction contract with Empire Builders Group LLC for RFP 24-05-REC Clement Taylor Park Renovations and that the City Manager execute the contract and submit it to the County.

Attachments:

1. Empire Construction Contract CTP v2 11.8.24
2. RFP 24-05-REC CTP Restoration Project publish copy executed
3. 4. Empire Builders Group
4. Insurance
5. Attachment C
6. Attachment E

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: _____

Contract/Lease Control #: _____

Procurement#: 24-05-REC _____

Contract/Lease Type: CONSTRUCTION/CITY PARK _____

Award To: EMPIRE BUILDERS GROUP, INC. _____

Owner: CITY OF DESTIN _____

Effective Date: _____

Expiration Date: Insert Date and # of Renewals _____

Description of: _____

Department: PARKS AND RECREATION _____

Department Monitor: Jeff Cozadd _____

Monitor's Telephone #: 850-279-4228 _____

jcozadd@cityofdestin.com

Monitor's FAX # or E-mail: _____

Closed: _____

CC: CITY CLERK
CITY MANAGER
CITY ATTORNEY

AGREEMENT BETWEEN CITY OF DESTIN, FLORIDA AND
Empire Builders Group Inc.
CONTRACT ID NUMBER; _____

This AGREEMENT made and entered into this ____th day of _____, 2024, between the **CITY OF DESTIN, FLORIDA** (hereinafter referred to as “**CITY**” or “**OWNER**”) and **EMPIRE BUILDERS GROUP, INC.** with an address at 3217 Tallship Lane, Pensacola, Florida 32526 (hereinafter referred to as “**CONTRACTOR**”).

WHEREAS, the CITY is in need of a contractor to provide general contracting and construction services pursuant to RFP No. 24-05-REC; and

WHEREAS, pursuant to the City of Destin Purchasing Manual, the City obtained sealed bids from contractors to perform said services and a copy of the Contractor’s proposal is included as **Attachment “A”**; and

WHEREAS, the Contractor is a certified and insured entity with the necessary experience to provide the desired services; and

WHEREAS, the CITY desires to enter into this Agreement with Contractor to provide the Services to the CITY per task order based on the prices listed in **Attachment “A”**; and

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 CONTRACTOR agree as set forth below.

1. **Recitals and Attachments.** The Recitals set forth above are hereby incorporated into this Agreement and made a part hereof for reference. The following documents are attached to this Agreement and fully incorporated herein by this reference:

Attachment “A”: (RFP No. **24-05-REC** and Contractor’s Proposal)
Attachment “B”: Insurance Requirements
Attachment “C”: Title VI list of pertinent nondiscrimination acts and authorities.
Attachment “D”: Certification regarding Scrutinized Companies
Attachment “E”: Performance Bond

2. **Services.** Contractor agrees to perform general contracting and construction services as set forth in Attachment A, attached hereto and fully incorporated herein by this reference. The Services shall be performed by Contractor to the full satisfaction of the City. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the City's needs and pursuant to the terms of this Agreement and shall report to the City accordingly. Contractor agrees to immediately inform City via telephone and in writing of any problems that could cause damage to the City. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. **Term and Renewal.** The term of this Agreement shall begin on when all parties have signed and shall continue for eighteen months. Contractor may submit an updated Pricing List under the same terms and conditions herein every sixty (60) days as needed. The City Manager or City Manager’s designee has the right to review and approve all pricing updates, which shall be consistent with the pricing included in Attachment A.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to two (2) one (1)

year renewals. The provisions for damages and indemnification set forth in sections 19, 26 and 27 of this Contract shall survive termination of this Contract.

4. **Compensation.** The Contractor agrees to provide the Services to the City, including materials and labor per task order based on prices listed in Attachment "A".

A Contractor shall submit an invoice to the City upon of task orders. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the City with any additional documentation requested to process the invoices.

B. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating City Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the City after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

C. Availability of Funds. The City's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the City Council.

Contractor shall make no other charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the City. If the City disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. **Ownership of Documents and Equipment.** All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the City only. Any other use by Contractor or other parties shall be approved in writing by the City. If requested, Contractor shall deliver the documents to the City within fifteen (15) calendar days.

6. **Insurance.** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in **Attachment "B"** attached hereto and incorporated herein, to protect the City and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. **Termination.**

A. **Termination for Convenience of City.** The City may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice.

- B. Termination for Insolvency. The City also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- C. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.
- D. **The provisions for damages and indemnification set forth in sections 19, 26 and 27 of this Contract shall survive termination of this Contract.**

8. **Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa City, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the City to file a lawsuit to enforce any term or provision under this Agreement, then the City shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.** Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28, Florida Statutes.

9. **Public Records.** Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- D. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the public agency 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 the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information

technology systems of the public agency.

IF 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 CITY OF DESTIN'S CITY CLERK'S OFFICE, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA, 32541; (850) 837-4242; CLERKSDEPARTMENT@CITYOFDESTIN.COM.

10. Audit. The City and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the City:	Larry Jones City Manager 4200 Indian Bayou Trail 850-837-4242 ljones@cityofdestin.com Jeff Cozadd Project Manager 4200 Indian Bayou Trail 850-279-4228 jcozadd@cityofdestin.com	With a copy to: Kimberly Romano Kopp City Attorney Romano Kopp Law, PA P.O. Box 5524 Destin, FL 32541 kkopp@romanokopplaw.com
If to the Contractor:	Michael Macchia Empire Builders Group, Inc. 3217 Tallship Lane Pensacola, FL 32526 (850)- 698-6943 mike@empirebuildersgroup.com	

11. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the City. If Contractor does, with approval, assign this Agreement or any part thereof, it

shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the City.

12. **Subcontracting.** Contractor shall not subcontract any services or work to be provided to City without the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the City prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

13. **Civil Rights.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the formal quote solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

14. **Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

A. **Compliance with Regulations:** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

B. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the City will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
11. Cancelling, terminating, or suspending the Agreement, in whole or in part.

F. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

15. **Compliance with Laws.** Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, City, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, City, or municipal law, ordinance, rule, or regulation.

16. **Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

17. **Independent Contractor.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the City as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the City's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

18. **Third Party Beneficiaries.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this

Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

19. **Indemnification and Waiver of Liability.** The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the City its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN **DOLLARS** (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the City to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the City thereafter to enforce such provisions.

20. **Taxes and Assessments.** Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the City in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify City from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The City is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Contractor authorized to use the City's tax exemption number in securing such materials. The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

21. **Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the City's determination of false certification was made in

error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

22. **Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments "A", "B", and "C".

23. **Severability.** If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof

24. **Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

25. **Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the City that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

26. **LIQUIDATED DAMAGES.**

If the Contractor does not complete the Project (minus minor punch list items) within 400 days of issuance of the Notice to Proceed, the Contractor shall pay the Owner, not as a penalty but as liquidated damages, in the amount of \$1,200 for each calendar day the Project remains incomplete. The contractor agrees that this amount is a reasonable estimate of damages due to delay, given the difficulty of proving actual damages. The Contractor's liability for liquidated damages shall not exceed 10% of the contract price. Liquidated damages are not recoverable if the delay is caused entirely by force majeure events, including but not limited to natural disasters, acts of government, or other unforeseeable events that are entirely beyond the Contractor's control.

- (i) **Determination of Number of Days of Default.** Regardless of whether the time set forth in the contract is stipulated as calendar days or working days, default days will be counted in calendar days.
- (ii) **Right of Collection.** The City has the right to apply, as payment on such liquidated damages, any money City owes to the Contractor.
- (iii) **Allowing Contractor to Finish Work.** The City does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and to finish the work, or any part of it, after the expiration or termination of the Contract.
- (iv) **Completion of Work by City.** In the case of a default of the Contract and completion of the work by the City, the Contractor is liable for the liquidated damages under the Contract, but the City will not charge liquidated damages for any delay in the final completion of the

City's performance of the work due to any unreasonable action or delay on the part of the City.

27. **Recovery of Damages Suffered by Third Parties.** In addition to the damages set forth in section 26 of this Contract, if the Contractor fails to complete the work within 400 days of issuance of the Notice to Proceed, the City may recover from the Contractor or Surety amounts that the City pays for damages suffered by third parties unless the failure to timely complete the work was caused by the City's act or omission.

28. **Performance Bond.** Contractor 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 the form set forth as **Attachment "E"** 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.

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

CITY:

CONTRACTOR:

Larry Jones
Its: 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 for the
City of Destin, only:

Print Name: _____

Kimberly Romano Kopp
City Attorney

Attachment "A"
Bid from Vendor

"RFP No. 24-05-REC, including all requirements and attachments contained therein"

CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSALS
RFP NO. 24-05-REC**

CLEMENT TAYLOR PARK RESTORATION PROJECT



City of Destin, Florida
July 31, 2024

K. Strickland on behalf of
Louis Zunguze, City Manager *Louis Zunguze*
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

REQUEST FOR PROPOSALS
RFP NO. 24-05-REC
CLEMENT TAYLOR PARK RESTORATION PROJECT

CITY OF DESTIN, FLORIDA

The City of Destin will receive sealed competitive proposals for the restoration of Clement Taylor Park. The existing park is located on a 3.39-acre parcel in the City of Destin at 131 Calhoun Ave.

As outlined in the project design plans, demolition shall include, but may not be limited to, the existing bathroom, playground, various walkways, and existing parking lot, improvements shall include, but may not be limited to, a new pavilion, gazebo, bathroom, playground, parking and sidewalk improvements, necessary ADA walkways/ramps, potable and sanitary sewer service lines, board for board replacement of portions of the pier, and final site grading and stabilization.

Project plans and specifications, and submittal requirements can 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 **“RFP NO. 24-05-REC, "CLEMENT TAYLOR PARK RESTORATION PROJECT”, along with the name, return address and telephone number of the submitter**, no later than **2:00 p.m. (CST)**, on **August 29, 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.

Louis Zunguze
City Manager

REQUEST FOR PROPOSALS
RFP NO. 24-05-REC
CLEMENT TAYLOR PARK RESTORATION PROJECT

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REQUEST FOR PROPOSALS
RFP NO. 24-05-REC
CLEMENT TAYLOR PARK RESTORATION PROJECT

1.0 INTRODUCTION

The City of Destin is issuing a Request for Proposals (RFP) to secure proposals from qualified contractors for the restoration of Clement Taylor Park. The existing park is located on constructed on a 3.39 acre parcel, in the City of Destin at 131 Calhoun Ave. This project is funded through a subrecipient grant award with Okaloosa County and is subject to all procurement provisions for RESTORE Act Direct Component and standards set forth in 2 CFR 200.318 – 200.326.

It is the responsive bidder's responsibility to read and understand the requirements of this request for proposal. 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 RFP 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 RFP. 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 RFP responses until **August 29, 2024 at 2:00 P.M. (CST)** at City Clerk's Office located at City Hall, 4200 Indian Trail Bayou Destin FL. 32541, to provide the City with Qualified Respondents for **RFP 24-05-REC, CLEMENT TAYLOR PARK RESTORATION 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 RFP submittal delivered to City Clerk's Office for receipt on or before the above stated time and date. RFP 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

REQUEST FOR PROPOSALS
RFP NO. 24-05-REC
CLEMENT TAYLOR PARK RESTORATION PROJECT

- 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 RFP and prior to the award being made.
- C. All RFP's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on August 29, 2024 no later than 2:00 P.M. (CST). All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at 4200 Indian Bayou Trail Destin, FL 32541.
 - D. Respondents may request information regarding the RFP 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 RFP, the City will attempt to notify all prospective respondents. It shall be the responsibility of each respondent, prior to submitting the RFP 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 RFP 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 RFP responses shall be submitted in a sealed package clearly marked on the outside "RFP 24-05-REC, Clement Taylor Park Restoration 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 RFP. Responsive bidders must note their Federal Employer Identification Number (FEIN) on their RFP 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 RFP 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.
 - 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 RFP; damages, if any, shall be limited to the actual cost of the preparation of the RFP.

REQUEST FOR PROPOSALS
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CLEMENT TAYLOR PARK RESTORATION PROJECT

M.

PROCUREMENT SCHEDULE	
Tasks	Date
RFP issued	July 29, 2024
Last day for questions to be submitted	August 9, 2024
Due Date/Bid opening	August 29, 2024
Tentative Date - Bid Committee Evaluation	September 19, 2024
Tentative Date – City Council Meeting	October 7, 2024
Tentative Date- Execution of Contract	October 21, 2024
Tentative Date -Notice of Award	October 21, 2024
Tentative Date- Notice to Proceed	TBD

3.0 SCOPE OF WORK

The Clement Taylor Park Restoration Project shall include, but may not be limited to, demolition of the existing bathroom, playground, various walkways, and existing parking lot, improvements shall include, but may not be limited to, a new pavilion, gazebo, bathroom, playground, parking and sidewalk improvements, potable and sanitary sewer service lines, necessary ADA walkways/ramps, board for board replacement of portions of the pier, and final site grading and stabilization.

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 construction costs of the project include project inspection fees and monitoring reports, site work, demolition and removal, and construction is estimated to be approximately \$1,500,000.00. 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.

3.1 Project Schedule

Final Completion Deadline is January 31, 2026. 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

REQUEST FOR PROPOSALS
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- 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	November 30, 2024
Begin Construction	January, 2025
Substantial completion date	December 31, 2025
Complete Construction	January 31, 2026

4.0 PROJECT CONTRACTOR REQUIREMENTS

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

4.1 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>.

4.2 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 anytime of marine contraction 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.

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- 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.

4.3 Bonding Requirements

- a. Bid Bond Security
All bidders shall furnish with their bids a bid bond (Attachment No. 5). 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 (Attachment No. 9). 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.
- c. 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

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shall have the same effect on such bidder as though he were the original, successful bidder.

4.4 Permitting Requirements

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

- a. City of Destin General Permit
- b. City of Destin Building Permit
- c. Submit White Sand Application Form
- d. Any and all other applicable and/or required federal, state, and local permits

4.5 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 PROJECT CONTRUCTION CONSIDERATIONS

Project implementation for this scope of work under this RFP 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.

Specific products including the Pavilion, Gazebo, Bathroom Building, and Playground are provided in the plans. Please provide a bid price for the items that are specified in the plans. The city may consider alternative items after the bid has been awarded. Please provide information and pricing for any of the four alternates listed on the price proposal form if an alternate is preferred. Alternates may be considered provided they meet or exceed the performance and quality specifications outlined for the originally specified products.

5.1 Scope of Work shall include, but may not be limited to;

- a. Demolition
 - a. Bathroom
 - b. Playground
 - c. Walkways
 - d. Parking lot
- b. Improvements
 1. Pavilion
 2. Gazebo

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3. Bathroom
4. Playground
5. Parking lot
6. Sidewalk
7. Potable and sanitary sewer service line extension
8. ADA walkways/ramps
9. Final site grading and stabilization.

5.2 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.
- f. Contractor will limit times of activity to 6am to 6pm Monday through Sunday. 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.

5.3 Schedule for Delivery of Materials

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

5.4 Waste Disposal

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

5.5 Site Utilities (Potable Water, Wastewater, and Storm Drainage/Stormwater)

All site utilities 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.

5.6 Material Data

- a. Bids should be based on materials and products, as outlined in the engineered drawings and specifications, or their equivalent. Bid submittals must include product/material specification sheets for each comparable or "equivalent" material or product.
- b. Backfill/Sand
Project is located in City of Destin White Sand Zone 1. (Ord. 02, LDC 11.07.02). *White sand must be used as fill material which is to remain uncovered in Zone 1. Other materials may be used under special conditions stipulated by Section 11.07.05.*

5.7 Construction Administration & Management

- A. Identify a Construction/ Quality Assurance Supervisor
 1. 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.
 1. 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.
 2. Named individual is to provide input to reports and meeting minutes with City of Destin, and other contractors.
 3. 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.
 4. 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.

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5.8 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.

5.9 Project Close-Out

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 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.

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

- 1. Completion of the punch list.
- 2. Acceptance and occupancy of the project.
- 3. Submission and approval of final invoice.
- 4. Submission of all product warranties and operating manuals.
- 5. Successful Final Completion inspection by the City of Destin, including all Certificate of Occupancy and/or Certificate of Completion requirements.
- 6. 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.
- 7. Receipt of two (2) copies detailed, as-built drawings, and an electronic copy on flash drive of as-built drawings stamped by contractor as "As-Built".
- 8. Provide at close of project, all Operations and Maintenance Manuals that
 - a. include all information and warranties. Provide two (2) copies and an electronic copy in PDF format, on same flash drive.

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9. Provide written warranties covering quality of labor and installation of all
 - a. products/materials.
10. All final project submittals are required to be on flash drive format. Documents can be submitted as PDF files.

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:

- A. Bid Committee will review each written submission for compliance with the requirements of the RFP, including verifying that each response includes all documents required.
- B. Bid Committee members will review, analyze, compare, individually score and rank all responses based on the requirements of the RFP, information submitted and, but not limited to, qualifications and price. As part of the Bid Committee's review process, the Bid Committee may require proposers to appear at a meeting of the Bid Committee to answer questions relating to their proposals and related materials submitted to the City.
- C. Bid Committee will conduct a public meeting chaired by the Bid Committee Chairman to discuss the individual scores, and summarize the scores in a ranking matrix to be forwarded to the City Council. Non-voting advisors of the Bid Committee may attend this meeting.
- D. Upon consideration of all available information, including the Bid Committee's ranking, related materials submitted by or relating to the proposers' proposals and experience, and presentations to the City Council, including proposers' responses to questions posed by the City Council, the City Council may, in the exercise of its discretion over such procurement decisions, rank all responsive proposals using a method such as the following, consistent with the City's Purchasing Manual. In evaluating proposals, the City Council shall generally have three options: (1) individually re-scoring by each Council Member the top 3 bids in accordance with the same scoring criteria and calculations used by the Bid Committee, if applicable, and either awarding the bid to the highest-ranked proposer or directing City staff to negotiate a contract with that proposer; (2) ranking all responsive proposers on the basis of which proposers will, in the Member's opinion based on all available information, best meet the City's needs; or (3) directing City staff

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to negotiate a contract with the proposer ranked highest by the Bid Committee.

- E. After a ranking of firms has been approved by the City Council, it is the intent of the City of Destin, in accordance with the RFP documents, to award a contract based on the proposal that best meets the project requirements, meets the required schedule, and will produce the highest quality product for the price. Accordingly, the City Council will typically direct City staff to negotiate a contract with the proposer whose proposal is ranked best by the Council. If such negotiations are successful, City staff will bring the resulting negotiated contract to the Council for Council's final approval and the award of the bid; if the negotiations are unsuccessful, City staff are to come to the Council with a request to negotiate toward a contract with the second-best ranked proposer. A copy of the respondent's proposal and the RFP including scope of work, will be incorporated and become a part of the contract. The bid is not considered awarded until Council's approval of the contract.

6.2 Criteria for Determining Lowest, Best Responsive and Responsible Bidder

Criteria is listed numerically 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

1. Price Proposal

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

2. Qualifications and Experience

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

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3. Project Approach and Performance Differentiators

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

4. Past Performance

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

7.0 PRICE PROPOSAL REQUIREMENTS

The following list of items are requirements and information the contractor shall include in their proposal:

- A. Any and all fees shall be included in the price proposal form (Attachment No. 2). Cost breakdown should include primary construction costs, i.e., mobilization, demolition, materials, as shown on the price proposal form.
 - 1. On your letterhead, provide and identify separately all fees associated with any permitting, survey that will be the responsibility of the contractor to administer.
 - 2. Provide product information for all materials used including manufacturer warranties.
 - 3. On your letterhead, provide construction workmanship warranty information.
 - 4. On your letterhead, provide detailed, specific project approach, describing the means and methods of accomplishing the work including:
 - a. Address protection of the site's existing features, i.e., trees, etc.
 - b. Include description of equipment used, material storage, and any demolition proposed that is outside the requirements specified in the project plans.
 - 5. Meetings with City of Destin project manager as needed to provide and receive information including weekly progress meetings and any other meetings required

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to successfully complete this project, including pre-construction meetings, if awarded.

- B. On your letterhead, provide and identify any other work required to complete the project not outlined in engineered plans or this RFP.
- C. On your letterhead, provide a proposed schedule for construction, including receiving materials, permitting, mobilization, demolition, construction, and demobilization.
- D. Provide assurance of contractor's ability to meeting the deadline of the project.
- E. The review team will conduct a background reference review of each respondent. Please include the following information for three (3) projects that the contractor completed in the past five (5) years:

- Name of the project
- Location of the project
- Name, title, and contact information for the client
- Project budget
- Date of completion of the project

- F. All items above may be placed in the same document on your letterhead. Ensure all items are clearly identified.

Price Proposals omitting any of the above information may be deemed to be incomplete and removed from consideration.

8.0 SUBMITTAL REQUIREMENTS

A. 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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B. 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 **August 9, 2024 at 2:00 p.m. (CST)**. Questions or requests for Bid documents, plans and specifications regarding this RFP may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 rbailey@cityofdestin.com.

C. Addenda

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

D. 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 RFP 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.

E. Drug-Free Workplace Program

Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more 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.

F. Public Entity Crime Form

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

G. Submittal Preparation

Submittals should be prepared in the following order:

1. **Submittal Coversheet:** provide a submittal cover sheet that includes project number, project name, bid opening date and responsive bidder contact information.
2. **Table of Contents:** provide Table of Contents to aid the evaluation of the qualifications

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3. **Responsive Bidder Qualification Statement**, Attachment No. 1
4. **Transmittal Letter**: provide a signed letter of transmittal briefly stating the responsive bidder's understanding of the work to be done, the commitment to perform the work, and a statement why the contract believes it to be best qualified to perform the project.
5. **Contractor Qualifications Statement**: provide statement demonstrating responsive bidder's qualifications, competence, and capacity for the construction of project within the requirements of this solicitation.
6. **Price Proposal Form**, Attachment No. 2 and other required documentation as outlined in section 7.0 Price Proposal Requirements.
7. **Completed Public Entity Crime Form**, Attachment No. 3
8. **Completed Drug Free Workplace Certification Form**, Attachment No.4
9. **Completed Bid Bond Form**, Attachment No. 5
10. **Proof of Insurance**: provide proof of insurance meeting minimum insurance requirements as outlined in section 4.2 Insurance Requirements.
11. **Proof of licensing and certifications**: provide proof of licensing and certifications meeting minimum requirements as outlined in section 4.3 License Requirements.
12. **Addendums** (if applicable)

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

H. Sealed Submittal Packages

All proposals to be considered must be in the possession of the Destin City Clerk no later than **2:00 p.m. (CST), on Thursday, August 29, 2024**. 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. 20-08-REC, CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA CONSTRUCTION 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.

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CLEMENT TAYLOR PARK RESTORATION PROJECT

I. Bid Opening

Proposals are presently scheduled to be opened publicly and read aloud at 2:00 p.m. (CST), on August 29, 2024 in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida.

J. 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.

K. 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:

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

**RFP NO. 24-05-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. 24-05-REC
ATTACHMENT NO. 2
PRICE PROPOSAL FORM**

Date: _____ Primary Contact _____

Company: _____

Address: _____

Telephone: (_____) _____ Email: _____

Item		Quantity	Units	Unit Cost	Total Cost
1.1	Mobilization / Demobilization	1	LS		
1.2	Construction Stakeout	1	LS		
1.3	Maintenance of Traffic	1	LS		
1.4	Testing / QC Plan	1	LS		
1.5	Demolition (Curbing, Sidewalk, Asphalt)	1	LS		
1.6	Remove Curb Inlet	1	EA		
1.7	Grading	1	LS		
1.8	Demo - Asphalt	379	SY		
1.9	Demo – Gravel Parking Lot	2,639	SY		
1.10	Demo – Concrete Sidewalk	128	SY		
1.11	Demo - Bathroom	1	LS		
1.12	Demo - Playground	1	LS		
1.13	Silt Fence – Regular (927 LF) and Tree Protection	1	LS		
1.14	Sod / Stabilization (Disturbed Area)	11,212	SY		
1.15	Irrigation (design/build) – add alternate	1	LS		
1.16	4” Compacted 57 Stone	1537	SY		
1.17	8” Limerock Base (LBR 100)	1537	SY		
1.18	12” Stabilized Subgrade (LBR 40)	1537	SY		
1.19	12” Flat Curb	869	LF		
1.20	6” Thick Concrete Crosswalk	40	SY		
1.21	4” Thick Concrete Sidewalk	6,226	SF		
1.22	24’ x 36’ Pavilion with Concrete Pad	1	LS		
1.23	14’ X 14’ Octagonal Gazebo (two entrances)	1	LS		
1.24	Bathroom ADA Ramp	1	LS		
1.25	Board for Board Replacement of damaged pier decking (see note on sheet C02)	1	LS		
1.26	Bathroom	1	LS		
1.27	Concrete Wheel Stops	30	EA		

1.28	Striping and Signage	1	LS		
1.29	Type "C" Catch Basin	5	EA		
1.30	Inlet Protection	5	EA		
1.31	12" RCP	155	LF		
1.32	15" RCP	152	LF		
1.33	Manhole	1	EA		
1.35	4" Conduit	118	LF		
1.36	6" SSC	161	LF		
1.37	1" WSC	161	LF		
1.38	¾" WSC	24	LF		
1.39	Water and Sewer Service Connections	1	EA		
1.40	Playground Equipment and Install	1	EA		
1.41	Site Lighting - Electric	1	LS		
	Price Sum			Total	
Alt. 1.22	24' x 36' Pavilion with Concrete Pad	1	LS		
Alt. 1.23	14' X 14' Octagonal Gazebo (2 entrances)	1	LS		
Alt. 1.26	Bathroom	1	LS		
Alt. 1.40	Playground Equipment and Install	1	EA		

Other required documentation as outlined in section 7.0 Price Proposal Requirements should accompany this Price Proposal Form.

END OF SECTION

**RFP NO. 24-05-REC
ATTACHMENT NO. 3
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 _____, 2023, and is personally known to me, or has provided as identification.

Notary Public

My Commission expires:

END OF SECTION

**RFP NO. 24-05-REC
ATTACHMENT NO. 4
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. 24-05-REC
ATTACHMENT NO. 5
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 **RFP 24-05-REC, CLEMENT TAYLOR PARK RESTORATION 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

RFP NO. 24-05-REC
ATTACHMENT NO. 6
2 CFR 200, Appendix II- Contract Provisions

ELECTRONIC CODE OF FEDERAL REGULATIONS
e-CFR data is current as of August 13, 2020

Title 2 → Subtitle A → Chapter II → Part 200 → Subpart F → Appendix

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR
FEDERAL AWARDS

Subpart F—Audit Requirements

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER
FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60–1.3](#) must include the equal opportunity clause provided under [41 CFR 60–1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964–1965 Comp.](#), p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(E) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(F) Clean Air Act ([42 U.S.C. 7401–7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(G) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989

Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(H) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(I) See [§ 200.323](#).

(J) See [§ 200.216](#).

(K) See [§ 200.322](#).

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

RFP NO. 24-05-REC
ATTACHMENT NO. 7
FEDERALLY REQUIRED CONTRACT CLAUSES

1. Fly America Requirements
2. Buy America Requirements
3. Charter Bus and School Bus Requirements
4. Cargo Preference Requirements
5. Seismic Safety Requirements
6. Energy Conservation Requirements
7. Clean Water Requirements
8. Bus Testing
9. Pre-Award and Post Delivery Audit Requirements
10. Lobbying
11. Access to Records and Reports
12. Federal Changes
13. Bonding Requirements
14. Clean Air
15. Recycled Products
16. Contract Work Hours and Safety Standards Act
17. [Reserved]
18. No Government Obligation to Third Parties
19. Program Fraud and False or Fraudulent Statements and Related Acts
20. Termination
21. Government-wide Debarment and Suspension (Non-procurement)
22. Privacy Act
23. Civil Rights Requirements
24. Breaches and Dispute Resolution
25. Patent and Rights in Data
26. Transit Employee Protective Agreements
27. Disadvantaged Business Enterprises (DBE)
28. [Reserved]
29. Incorporation of Federal Transit Administration (FTA) Terms
30. Drug and Alcohol Testing
31. Veteran's Preference/Employment
32. Occupational Safety and Health Act Compliance
33. Fair Labor Standards Act
34. Texting When Driving
35. E-Verify

CLEMENT TAYLOR PARK

DESTIN, FLORIDA



VICINITY MAP
NOT TO SCALE

DUTY TO INDEMNIFY

THE CONTRACTOR SHALL DEFEND, INDEMNIFY, KEEP AND SAVE HARMLESS THE OWNER AND ENGINEER AND THEIR RESPECTIVE MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES, IN BOTH INDIVIDUAL AND OFFICIAL CAPACITIES, AGAINST ALL SUITS, CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, CAUSED BY, GROWING OUT OF, OR INCIDENTAL TO THE PERFORMANCE OF THE WORK UNDER THE CONTRACT BY THE CONTRACTOR OR ITS SUBCONTRACTORS TO THE FULL EXTENT AS ALLOWED BY THE LAWS OF THE STATE OF FLORIDA AND NOT BEYOND ANY EXTENT WHICH WOULD RENDER THESE PROVISIONS VOID OR UNENFORCEABLE. IN THE EVENT OF ANY SUCH INJURY (INCLUDING DEATH) OR LOSS OR DAMAGE, OR CLAIMS THEREFORE, THE CONTRACTOR SHALL GIVE PROMPT NOTICE TO THE OWNER.

LEGAL DESCRIPTION

(O.R. BOOK 1548, PAGE 1286)

LOT NO. 14-B[SI]C] OF THE MORENO POINT MILITARY RESERVATION ACCORDING TO PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA.

ALSO KNOWN AS CLEMENT E. TAYLOR PARK.

UTILITY PROVIDERS

(WATER/SEWER)
DESTIN WATER USERS
218 MAIN STREET
DESTIN, FL 32541
(850) 837-4930

(TELEPHONE)
CENTURYLINK
411 MARY ESTHER CUTOFF
FT. WALTON BEACH, FL 32548
(850) 244-1150

(ELECTRIC)
GULF POWER CO
140 HOLLYWOOD BLVD SW
FT. WALTON BEACH, FL 32548
(800) 225-5797

(GAS)
OKALOOSA GAS DISTRICT
20 HUGHES STREET NE
FT. WALTON BEACH, FL 32548
(850) 729-4700

CLIENT INFORMATION

CITY OF DESTIN
C/O RYAN J. SCOTT, P.E., CITY ENGINEER
4100 INDIAN BAYOU TRAIL
DESTIN, FLORIDA 32541
PHONE: (850) 279-4102
EMAIL: rscott@cityofdestin.com

NOTE

USE LATEST CITY OF DESTIN AND/OR
F.D.O.T. TECHNICAL SPECIFICATIONS AND
DETAILS UNLESS OTHERWISE NOTED.

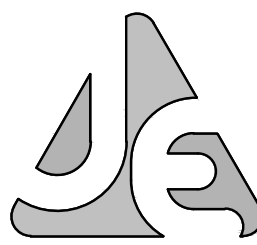


CITY OF DESTIN - MAYOR AND CITY COUNCIL
MAYOR BOBBY WAGNER
COUNCILMAN JOHN STEPHENS
COUNCILMAN TOREY GEILE
COUNCILMAN DEWEY DESTIN
COUNCILMAN JIM BAGBY
COUNCILWOMAN TERESA HEBERT
COUNCILMAN JOHNNY KING
COUNCILMAN KEVIN SCHMIDT

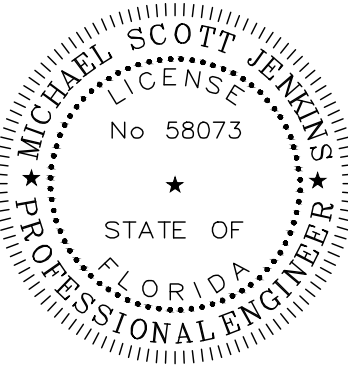
CITY MANAGER LOUIS ZUNGUZE
CITY ENGINEER RYAN SCOTT, P.E.
PARKS AND RECREATION DIRECTOR LISA FIRTH

SHEET INDEX

#	TITLE
01	COVER SHEET
02	EXISTING CONDITIONS
03	SITE PLAN
04	GRADING & DRAINAGE PLAN
05	UTILITY PLAN
06	MISCELLANEOUS DETAILS
07	SPECIFICATIONS I
08	SPECIFICATIONS II



JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
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PHONE 850.837.2448
FAX 850.837.2450
JEICIVIL.COM



M. SCOTT JENKINS, P.E.
FL REGISTRATION NO. 58073

BY	MSJ	MSJ	MSJ						
DESCRIPTION	REVISE FEE OF RESTROOM AND RAMP REVISIONS	REVISE PLAN PER 07/23/2024 EMAIL REQUEST FROM CITY	REVISE ASPHALT PARKING TO GRAVEL						
DATE	04/27/23	07/09/24	07/23/24						
REV	1	2	3						

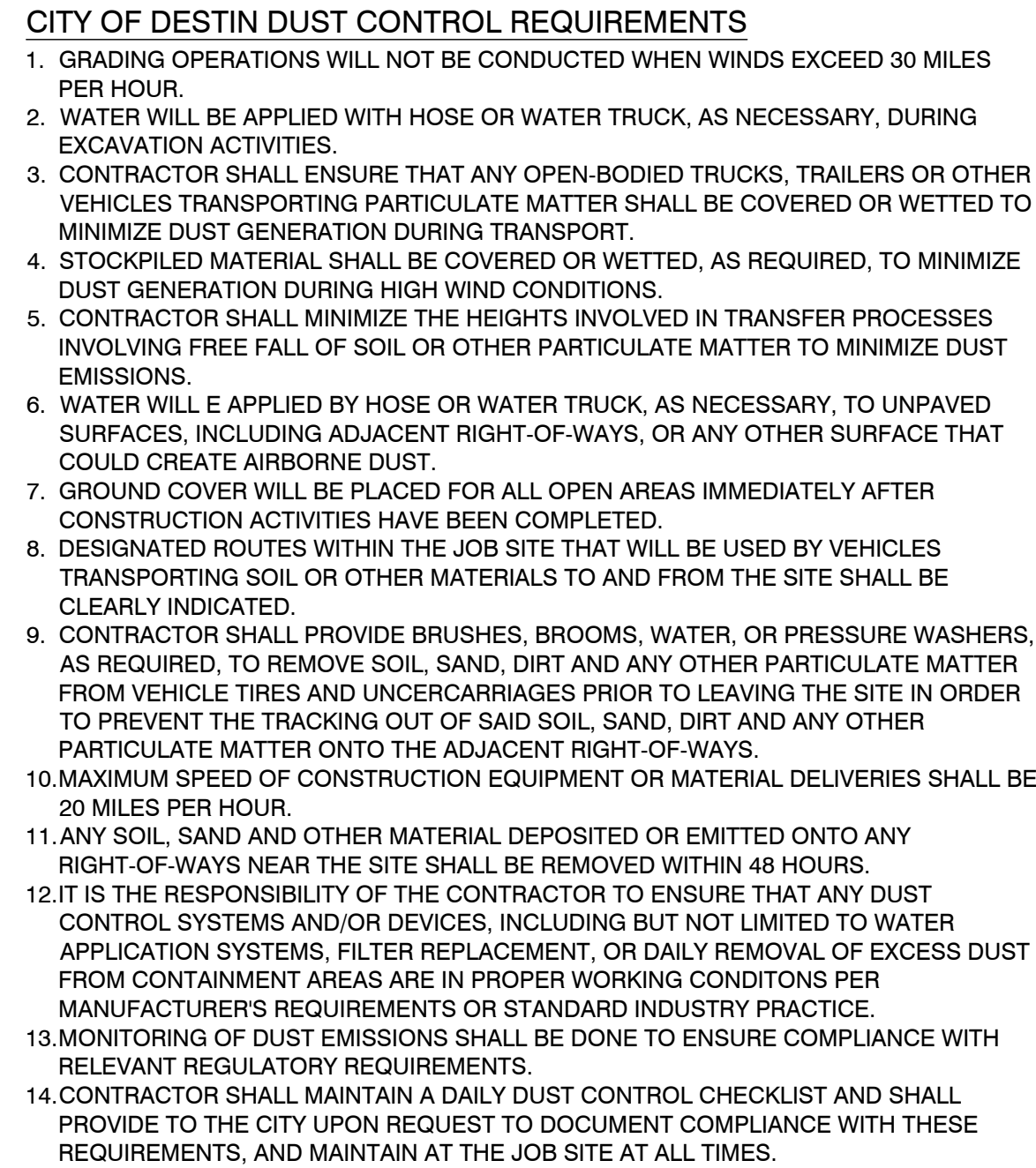
CITY OF DESTIN
CLEMENT TAYLOR PARK
DESTIN, FLORIDA
COVER SHEET

JOB: 22-75
DATE: 01-2023
DESIGNED: MSJ
DRAWN: MPF

BAR IS ONE INCH ON ORIGINAL
0 1"
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
01 OF 08

SHEET NUMBER
C01



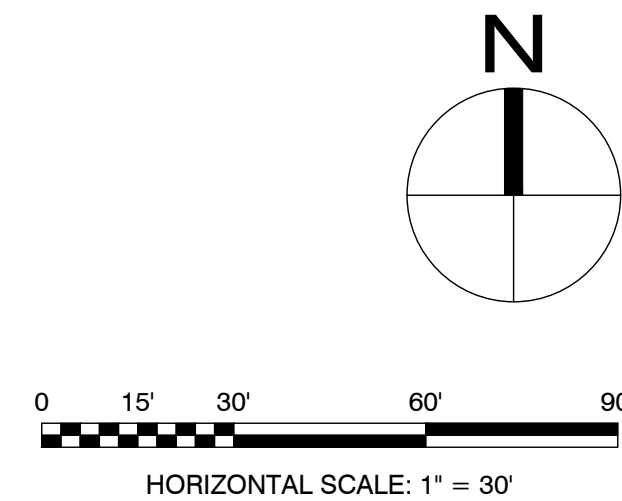
CITY OF DESTIN CONSTRUCTION SCREENING CRITERIA

THE SCREEN MATERIAL SHALL BE MADE OF AN OPAQUE MATERIAL CAPABLE OF ALLOWING AIR TO PASS BUT SEMI-PERVIOUS TO DUST AND DIRT. THE SCREENING SHALL BE OF A FINENESS SUCH THAT NO MATERIAL OVER ONE-EIGHTH (1/8) INCH IN SIZE SHALL PASS THROUGH THE SCREEN. SUCH SCREENING SHALL BE MAINTAINED TO THE TOP OF THE CONSTRUCTION FENCE. FENCE SCREENING SHALL HAVE A MINIMUM HEIGHT OF FIVE (5) FEET AND A MAXIMUM HEIGHT OF EIGHT (8) FEET. THE SCREENING MATERIAL SHALL BE MAINTAINED IN GOOD CONDITION AND TAUT THROUGHOUT THE ALLOTTED PERMIT TIME. THE SCREENING MUST BE KEPT SECURE FROM ANY WIND ACTION. IN CASES WHERE THE SCREENING IS OF A TYPE THAT IS NOT TAUT, THE SCREENING SHALL BE KEPT TO ONE FOOT OR MORE THAN THE GRADE OF THE ADJOINING PROPERTIES. SAID FENCE SCREENING SHALL BE PLACED AT THE FINISHED GRADE AND NOT THE EXISTING GRADE.

SIGNAGE NOTE
 "CONSTRUCTION ZONE AHEAD" SIGNAGE TO BE PLACED AT BOTH
 ENDS OF CONSTRUCTION ZONE, WITHIN VIEW OF TRAFFIC, AND
 REMAIN IN PLACE FOR THE DURATION OF CONSTRUCTION ACTIVITY.

CITY OF DESTIN CONSTRUCTION VEHICLE PARKING MITIGATION PLAN
ALL CONSTRUCTION VEHICLE PARKING SHALL BE PARKED IN THE DESIGNATED
CONSTRUCTION VEHICLE PARKING AREA SHOWN ON SHEET C03 AT THE END OF THE
WORK DAY.

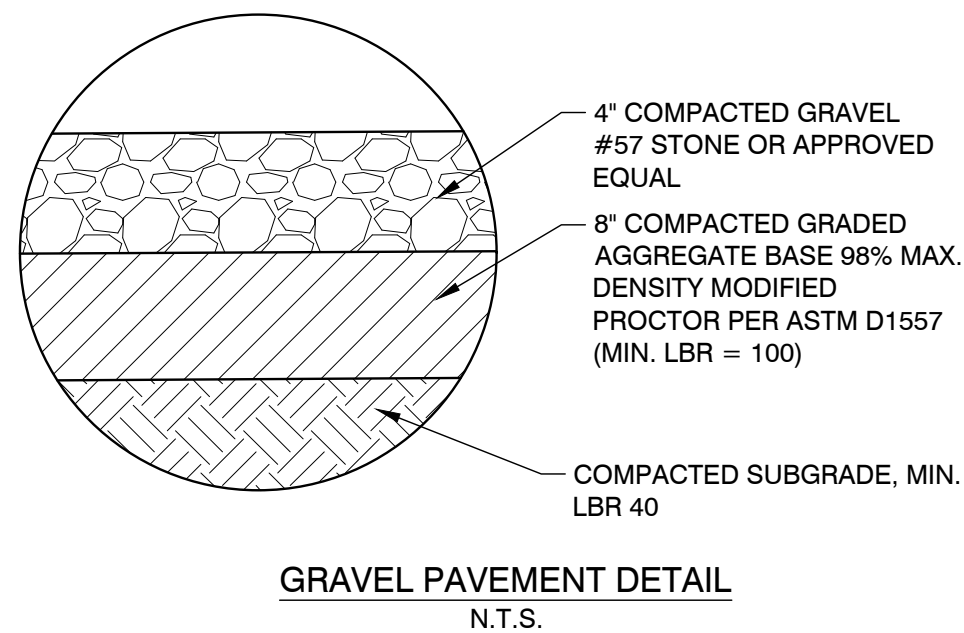
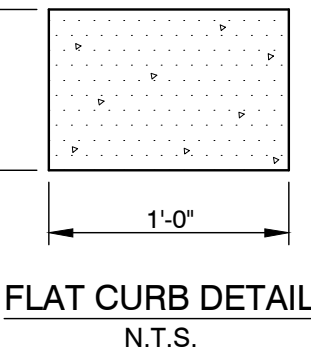
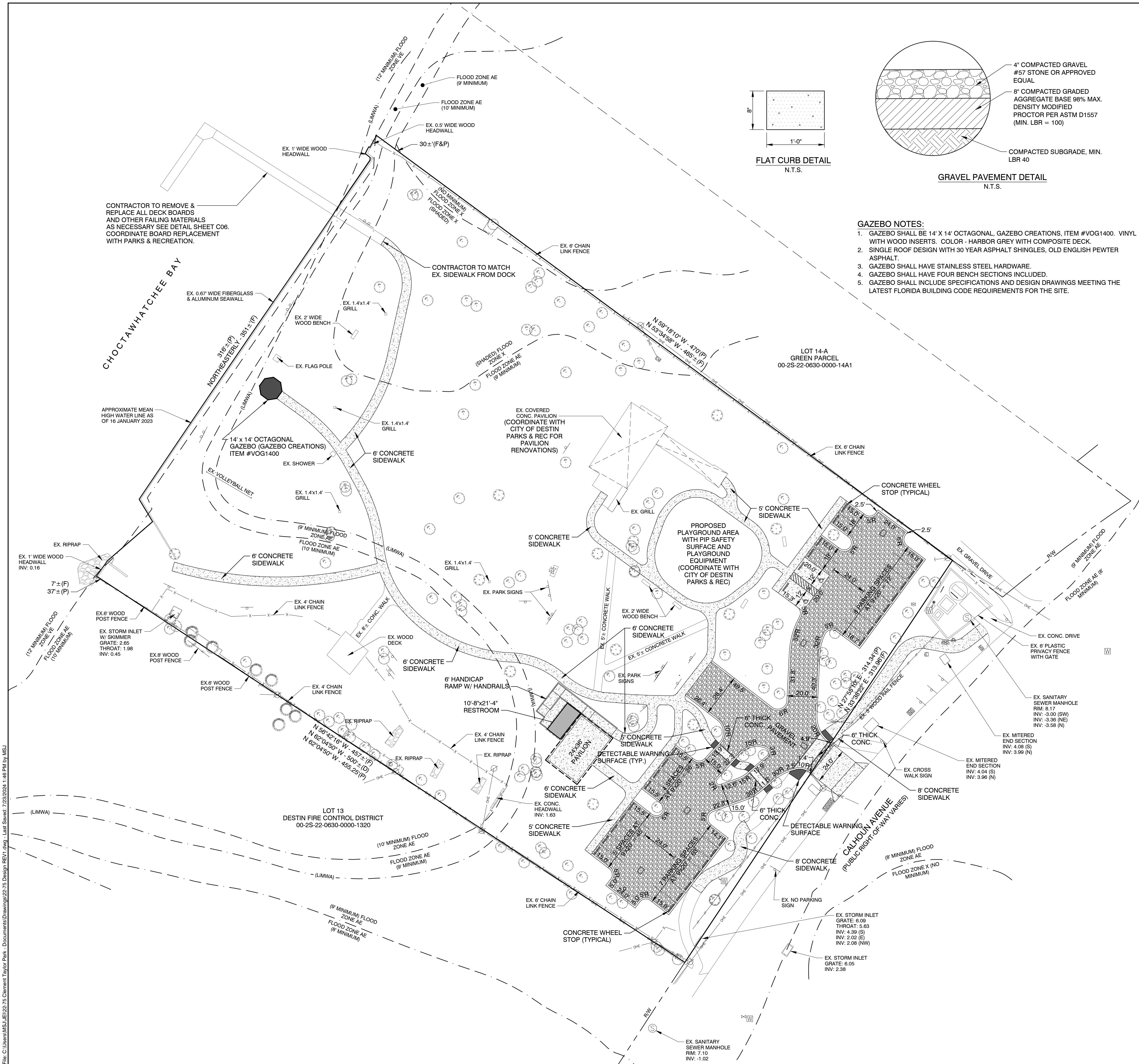
CITY OF DESTIN WHITE SAND DESIGNATION:
CONSTRUCTION IS LOCATED WITHIN THE CITY OF DESTIN'S DESIGNATION OF WHITE SANDS ZONE 2. ALL MATERIALS USED FOR CONSTRUCTION IN THIS ZONE MUST COMPLY WITH SECTION 11.07.02.B OF THE DESTIN LAND DEVELOPMENT CODE. MATERIALS SHALL BE COMPLIANT WITH ALLOWABLE / APPROVED MATERIALS PER THIS SECTION.



THIS DRAWING IS THE PROPERTY OF JENKINS ENGINEERING, INC. AND IS NOT TO BE REPRODUCED WITHOUT EXPRESSED WRITTEN CONSENT

		JENKINS ENGINEERING, INC. 73 EGLIN PARKWAY NE, SUITE 203 FORT WALTON BEACH, FLORIDA 32548 PHONE 850.837.2448 FAX 850.837.2450 JEICIVIL.COM	
			
M. SCOTT JENKINS, P.E. FL REGISTRATION NO. 58073			
REV	DATE	DESCRIPTION	BY
1	04/27/23	REVIEW OF RESTROOM AND RAMP REVISIONS	MSJ
2	07/09/24	REVISE PLAN PER 07/09/2024 EMAIL REQUEST FROM CITY	MSJ
3	07/23/24	REVISE ASPHALT PARKING TO GRAVEL	
CITY OF DESTIN		JOB: 22-75 DATE: 01-2023 DESIGNED: MSJ DRAWN: MPF	
CLEMENT TAYLOR PARK DESTIN, FLORIDA		EXISTING CONDITIONS	
NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE			

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GAZEBO NOTES:

- GAZEBO SHALL BE 14' X 14' OCTAGONAL, GAZEBO CREATIONS, ITEM #VOG1400. VINYL WITH WOOD INSERTS. COLOR - HARBOR GREY WITH COMPOSITE DECK.
- SINGLE ROOF DESIGN WITH 30 YEAR ASPHALT SHINGLES, OLD ENGLISH PEWTER ASPHALT.
- GAZEBO SHALL HAVE STAINLESS STEEL HARDWARE.
- GAZEBO SHALL HAVE FOUR BENCH SECTIONS INCLUDED.
- GAZEBO SHALL INCLUDE SPECIFICATIONS AND DESIGN DRAWINGS MEETING THE LATEST FLORIDA BUILDING CODE REQUIREMENTS FOR THE SITE.

CITY OF DESTIN DUST CONTROL REQUIREMENTS

- GRADING OPERATIONS WILL NOT BE CONDUCTED WHEN WINDS EXCEED 30 MILES PER HOUR.
- WATER WILL BE APPLIED WITH HOSE OR WATER TRUCK, AS NECESSARY, DURING EXCAVATION ACTIVITIES.
- CONTRACTOR SHALL ENSURE THAT ANY OPEN-BODIED TRUCKS, TRAILERS OR OTHER VEHICLES TRANSPORTING PARTICULATE MATTER SHALL BE COVERED OR WETTED TO MINIMIZE DUST GENERATION DURING TRANSPORT.
- STOCKPILED MATERIAL SHALL BE COVERED OR WETTED, AS REQUIRED, TO MINIMIZE DUST GENERATION DURING HIGH WIND CONDITIONS.
- CONTRACTOR SHALL MINIMIZE THE HEIGHTS INVOLVED IN TRANSFER PROCESSES INVOLVING FREE FALL OF SOIL OR OTHER PARTICULATE MATTER TO MINIMIZE DUST EMISSIONS.
- WATER WILL E APPLIED BY HOSE OR WATER TRUCK, AS NECESSARY, TO UNPAVED SURFACES, INCLUDING ADJACENT RIGHT-OF-WAYS, OR ANY OTHER SURFACE THAT COULD CREATE AIRBORNE DUST.
- GROUND COVER WILL BE PLACED FOR ALL OPEN AREAS IMMEDIATELY AFTER CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED.
- DESIGNATED ROUTES WITHIN THE JOB SITE THAT WILL BE USED BY VEHICLES TRANSPORTING SOIL OR OTHER MATERIALS TO AND FROM THE SITE SHALL BE CLEARLY INDICATED.
- CONTRACTOR SHALL PROVIDE BRUSHES, BROOMS, WATER, OR PRESSURE WASHERS, AS REQUIRED, TO REMOVE SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATTER FROM VEHICLE TIRES AND UNCARRIAGES PRIOR TO LEAVING THE SITE IN ORDER TO PREVENT THE TRACKING OUT OF SAID SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATTER ONTO THE ADJACENT RIGHT-OF-WAYS.
- MAXIMUM SPEED OF CONSTRUCTION EQUIPMENT OR MATERIAL DELIVERIES SHALL BE 20 MILES PER HOUR.
- ANY SOIL, SAND AND OTHER MATERIAL DEPOSITED OR EMITTED ONTO ANY RIGHT-OF-WAYS NEAR THE SITE SHALL BE REMOVED WITHIN 48 HOURS.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ANY DUST CONTROL SYSTEMS AND/OR DEVICES, INCLUDING BUT NOT LIMITED TO WATER APPLICATION SYSTEMS, FILTER REPLACEMENT, OR DAILY REMOVAL OF EXCESS DUST FROM CONTAINMENT AREAS ARE IN PROPER WORKING CONDITONS PER MANUFACTURER'S REQUIREMENTS OR STANDARD INDUSTRY PRACTICE.
- MONITORING OF DUST EMISSIONS SHALL BE DONE TO ENSURE COMPLIANCE WITH RELEVANT REGULATORY REQUIREMENTS.
- CONTRACTOR SHALL MAINTAIN A DAILY DUST CONTROL CHECKLIST AND SHALL PROVIDE TO THE CITY UPON REQUEST TO DOCUMENT COMPLIANCE WITH THESE REQUIREMENTS, AND MAINTAIN AT THE JOB SITE AT ALL TIMES.

CITY OF DESTIN VIBRATION IMPACTION REQUIREMENTS

- ANY ACTIVITY INCLUDING, BUT NOT LIMITED TO: PILE DRIVING, EARTHWORK COMPACTION, CONCRETE AND ASPHALT BREAKING WILL NOT TRANSMIT VIBRATIONS TO SENSITIVE RECEPTORS AT OR ABOVE THE FEDERAL TRUST ADMINISTRATION (FTA) APPROXIMATE VIBRATION DAMAGE THRESHOLD OF 95 VIBRATION DECIBELS (VDB) FOR ANY ACTIVITY EXCEEDING 80 VDB THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE CITY OF DESTIN WITH A VIBRATION MINIMIZATION AND MITIGATION PLAN TO REDUCE IMPACTS TO THE SURROUNDING AREAS.

CITY OF DESTIN CONSTRUCTION SCREENING CRITERIA

THE SCREEN MATERIAL SHALL BE MADE OF AN OPAQUE MATERIAL CAPABLE OF ALLOWING AIR TO PASS BUT SEMI-PERVIOUS TO DUST AND DIRT. THE SCREENING SHALL BE OF A FINENESS SUCH THAT NO MATERIAL OVER ONE-EIGHTH (1/8) INCH IN SIZE SHALL PASS THROUGH THE MESH. SUCH SCREENING SHALL BE SECURELY AFFIXED TO THE CONSTRUCTION FENCE. FENCE SCREENING SHALL HAVE A MINIMUM HEIGHT OF FIVE (5) FEET AND A MAXIMUM HEIGHT OF EIGHT (8) FEET. THE SCREENING MATERIAL SHALL BE MAINTAINED IN GOOD CONDITION AND TAUT THROUGHOUT THE ALLOTTED PERMIT TIME. THE SCREENING MUST BE KEPT SECURE FROM ANY WIND ACTION. IN CASES WHERE THE FINISHED GRADE OF THE DEVELOPMENT SITE IS HIGHER BY MORE THAN ONE (1) FOOT OR MORE THAN THE GRADE OF THE ADJOINING PROPERTIES, SAID FENCE SCREENING SHALL BE PLACED AT THE FINISHED GRADE AND NOT THE EXISTING GRADE.

SITE DATA TABLE

PARCEL ID: 00-2S-22-0630-0000-1400

ZONING: REC (CURRENT)
REC (FUTURE)

FLOOD ZONE: X, AE, VE *

TOTAL SITE AREA: 149,846 SQ. FT. OR 3.44 AC.

EXISTING IMPERVIOUS AREA: 33,033.4 SQ. FT. OR 26.0%

IMPERVIOUS AREA PROPOSED: 29,539.7 SQ. FT. OR 19.7%

EXISTING OPEN SPACE: 116,812.6 SQ. FT. OR 78.0%

OPEN SPACE PROPOSED: 120,306.3 SQ. FT. OR 80.3%

PARKING SPACES PROPOSED: 30 (INCLUDES 2 HANDICAP)

* THIS PARCEL LIES IN FLOOD ZONE X (NO MINIMUM), FLOOD ZONE X (SHADED - 0.2% ANNUAL CHANCE FLOOD-NO MINIMUM), FLOOD ZONE AE (9', 9' & 10' BASE FLOOD ELEVATIONS), & FLOOD ZONE VE (12' BASE FLOOD ELEVATION) AS DETERMINED BY SCALE FROM FEMA PANEL #12091C0469 J, DATED 03/09/2021, AND FURNISHED BY FEMA NATIONAL FLOOD HAZARD LAYER ONLINE GEOSPATIAL DATABASE

	LAND USE SUMMARY					
	PROPERTY		OFF SITE			
	EXISTING (AC.)	PROPOSED (AC.)	EXISTING (AC.)	PROPOSED (AC.)	PROPOSED PROJECT (AC.)	PROPOSED BREAKDOWN (%)
IMPERVIOUS	0.75	0.67	0.00	0.00	0.68	19.48%
BUILDING	0.0097	0.0077	0.00	0.00	0.0077	0.22%
LAKE	0.00	0.00	0.00	0.00	0.00	0.0%
PERVIOUS	2.68	2.76	0.00	0.00	2.76	80.3%
TOTAL	3.44	3.44	0.00	0.00	3.44	100.0%

STRIPING NOTE

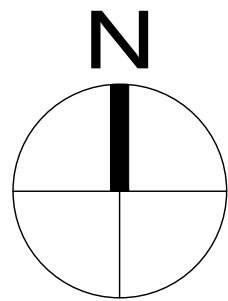
ALL CROSS WALK STRIPING AND STOP BAR STRIPING SHALL BE THERMOPLASTIC.

CROSSWALK NOTE

SHOULD GRAVEL PARKING ALTERNATIVE BE CHOSEN BY CITY, CROSSWALK AREAS TO BE 6" THICK CONCRETE (3,500 PSI MIN.)

DIMENSION NOTE

ALL FLAT CURB DIMENSIONS ARE TO OUTSIDE EDGE UNLESS OTHERWISE NOTED.



JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JEICVIL.COM

M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

BY	DATE	DESCRIPTION
MSJ	04/27/23	REVISE EFFECT OF RESTROOM AND RAMP REVISIONS
MSJ	07/09/24	REVISE PLAN PER 07/03/2024 EMAIL REQUEST FROM CITY
MSJ	07/29/24	REVISE ASPHALT PARKING TO GRAVEL

CITY OF DESTIN

CLEMENT TAYLOR PARK
DESTIN, FLORIDA

SITE PLAN

JOB: 22-75
DATE: 01-2023
DESIGNED: MSJ
DRAWN: MPF

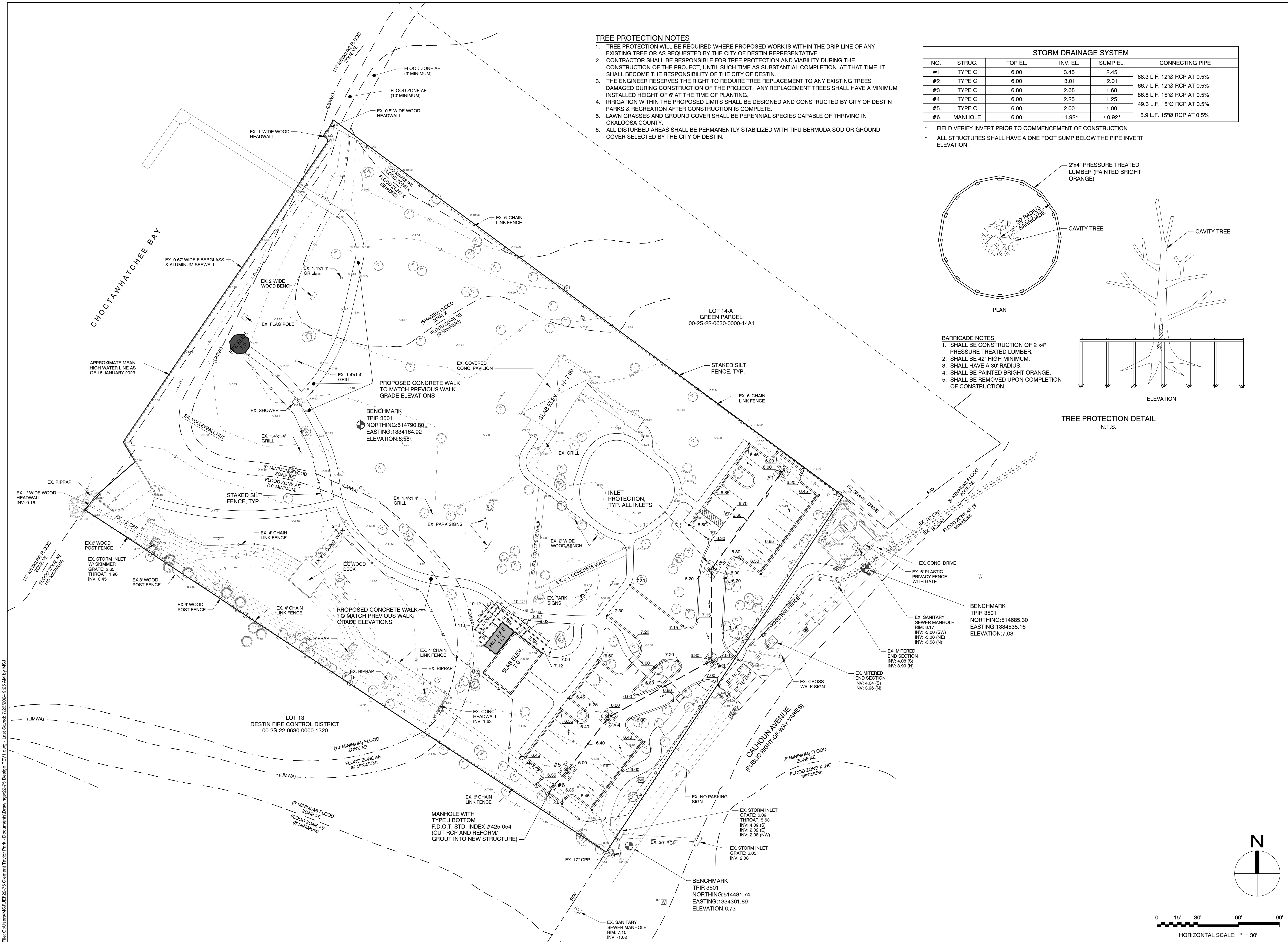
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0 1'
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
03 OF 08

SHEET NUMBER
C03

NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

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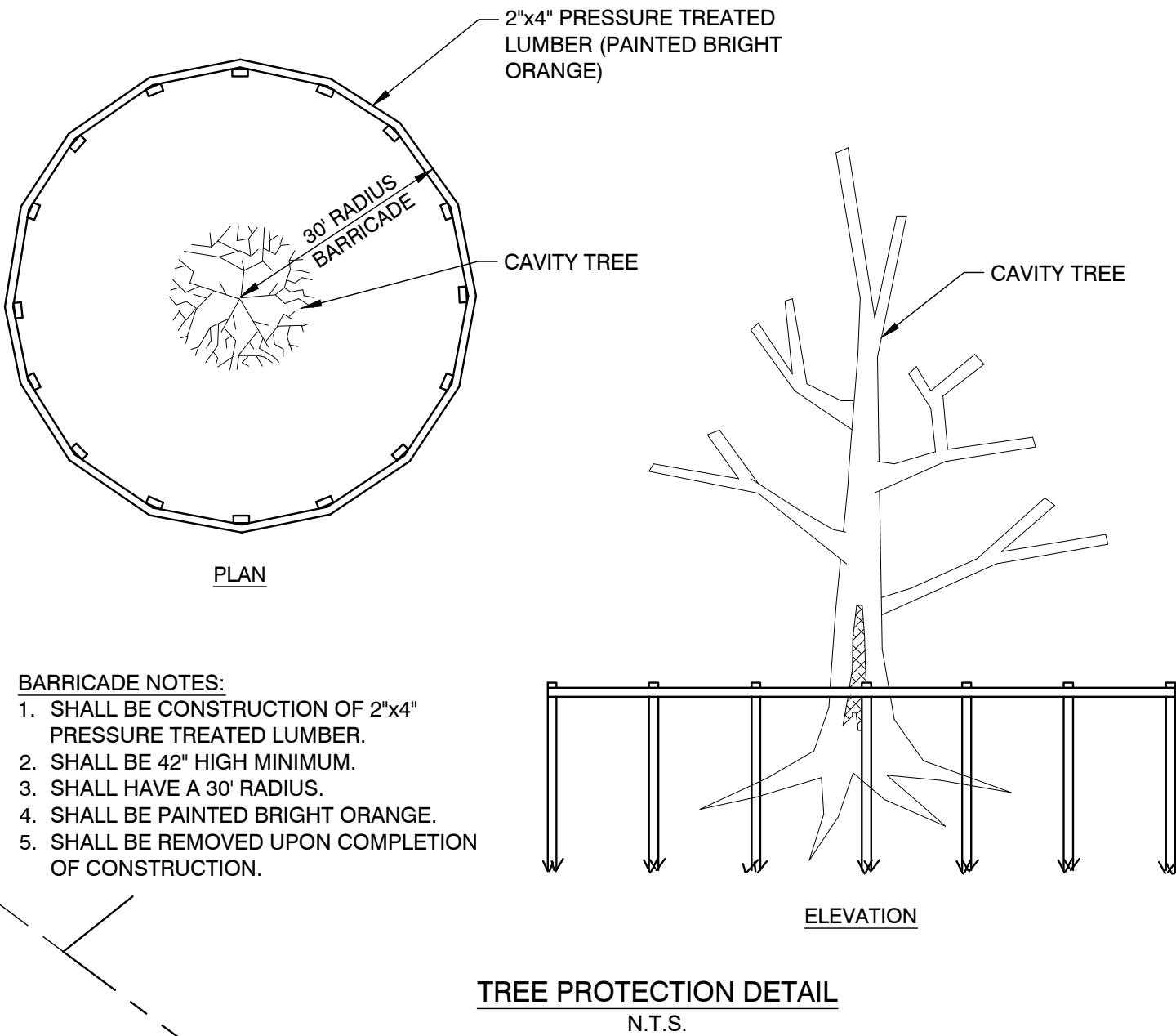
TREE PROTECTION NOTES

1. TREE PROTECTION WILL BE REQUIRED WHERE PROPOSED WORK IS WITHIN THE DRIP LINE OF ANY EXISTING TREE OR AS REQUESTED BY THE CITY OF DESTIN REPRESENTATIVE.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR TREE PROTECTION AND VIABILITY DURING THE CONSTRUCTION OF THE PROJECT, UNTIL SUCH TIME AS SUBSTANTIAL COMPLETION. AT THAT TIME, IT SHALL BECOME THE RESPONSIBILITY OF THE CITY OF DESTIN.
3. THE ENGINEER RESERVES THE RIGHT TO REQUIRE TREE REPLACEMENT TO ANY EXISTING TREES DAMAGED DURING CONSTRUCTION OF THE PROJECT. ANY REPLACEMENT TREES SHALL HAVE A MINIMUM INSTALLED HEIGHT OF 6' AT THE TIME OF PLANTING.
4. IRRIGATION WITHIN THE PROPOSED LIMITS SHALL BE DESIGNED AND CONSTRUCTED BY CITY OF DESTIN PARKS & RECREATION AFTER CONSTRUCTION IS COMPLETE.
5. LAWN GRASSES AND GROUND COVER SHALL BE PERENNIAL SPECIES CAPABLE OF THRIVING IN OKALOOSA COUNTY.
6. ALL DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED WITH TIFU BERMUDA SOD OR GROUND COVER SELECTED BY THE CITY OF DESTIN.

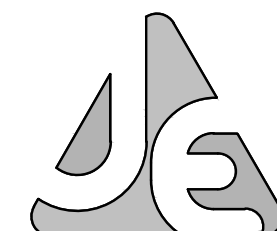
STORM DRAINAGE SYSTEM

NO.	STRUC.	TOP EL.	INV. EL.	SUMP EL.	CONNECTING PIPE
#1	TYPE C	6.00	3.45	2.45	88.3 L.F. 12"Ø RCP AT 0.5%
#2	TYPE C	6.00	3.01	2.01	
#3	TYPE C	6.80	2.68	1.68	86.7 L.F. 15"Ø RCP AT 0.5%
#4	TYPE C	6.00	2.25	1.25	
#5	TYPE C	6.00	2.00	1.00	49.3 L.F. 15"Ø RCP AT 0.5%
#6	MANHOLE	6.00	±1.92*	±0.92*	15.9 L.F. 15"Ø RCP AT 0.5%

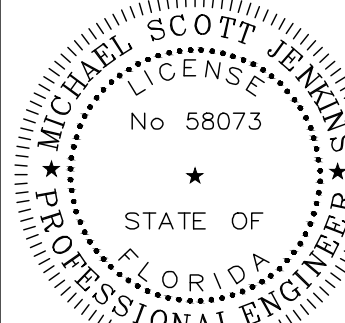
- * FIELD VERIFY INVERT PRIOR TO COMMENCEMENT OF CONSTRUCTION
- * ALL STRUCTURES SHALL HAVE A ONE FOOT SUMP BELOW THE PIPE INVERT ELEVATION.



- BARRICADE NOTES:
1. SHALL BE CONSTRUCTION OF 2"x4" PRESSURE TREATED LUMBER.
 2. SHALL BE 42" HIGH MINIMUM.
 3. SHALL HAVE A 30' RADIUS.
 4. SHALL BE PAINTED BRIGHT ORANGE.
 5. SHALL BE REMOVED UPON COMPLETION OF CONSTRUCTION.



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FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JE/CIVIL.COM



M. SCOTT JENKINS, P.E.
FL REGISTRATION NO. 58073

REV	DATE	DESCRIPTION
1	04/27/23	REVISE PLAN PER 07/03/2024 EMAIL REQUEST FROM CITY
2	07/09/24	REVISE ASPHALT PARKING TO GRAVEL
3	07/23/24	

CITY OF DESTIN

CLEMENT TAYLOR PARK
DESTIN, FLORIDA

GRADING & DRAINAGE PLAN

JOB: 22-75

DATE: 01-2023

DESIGNED: MSJ

DRAWN: MPF

BAR IS ONE INCH ON ORIGINAL

IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
04 OF 08

SHEET NUMBER
C04



REV	DATE	DESCRIPTION	BY
1	04/27/23	REVISE FIVE OF RESTROOM AND PUMP REVISIONS	MSJ
2	07/06/24	REVISE PLAN PER 07/03/2024 EMAIL REQUEST FROM CITY	MSJ
3	07/23/24	REVISE ASPHALT PARKING TO GRAVEL	MSJ

CITY OF DESTIN	
CLEMENT TAYLOR PARK DESTIN, FLORIDA	
UTILITY PLAN	

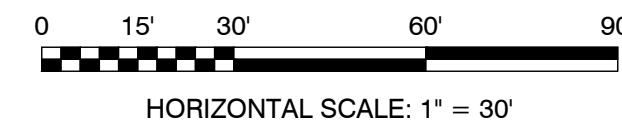
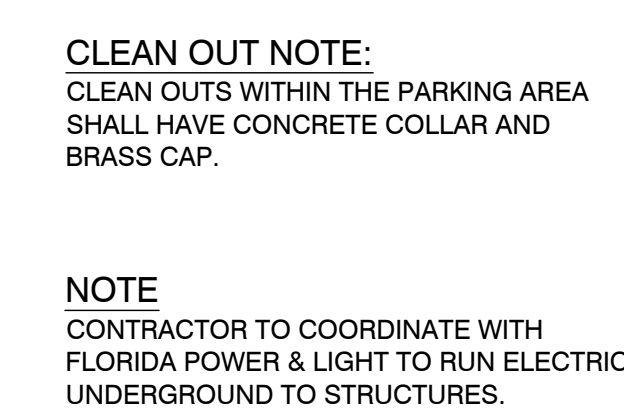
JOB: 22-75
DATE: 01-2023
DESIGNED: MS.
DRAWN: MPP

BAR IS ONE INCH ON ORIGINAL
0 1"

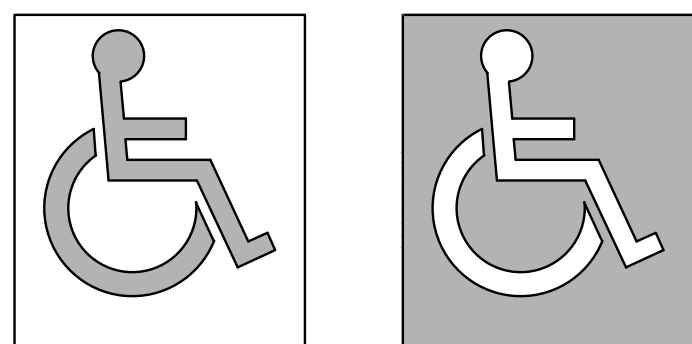
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

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05 OF 08

SHEET NUMBER
C05



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HANDICAP SYMBOL DETAIL
N.T.S.

Diagram illustrating a typical rectangular manhole structure with a traffic bearing grate. Key dimensions and components are labeled:

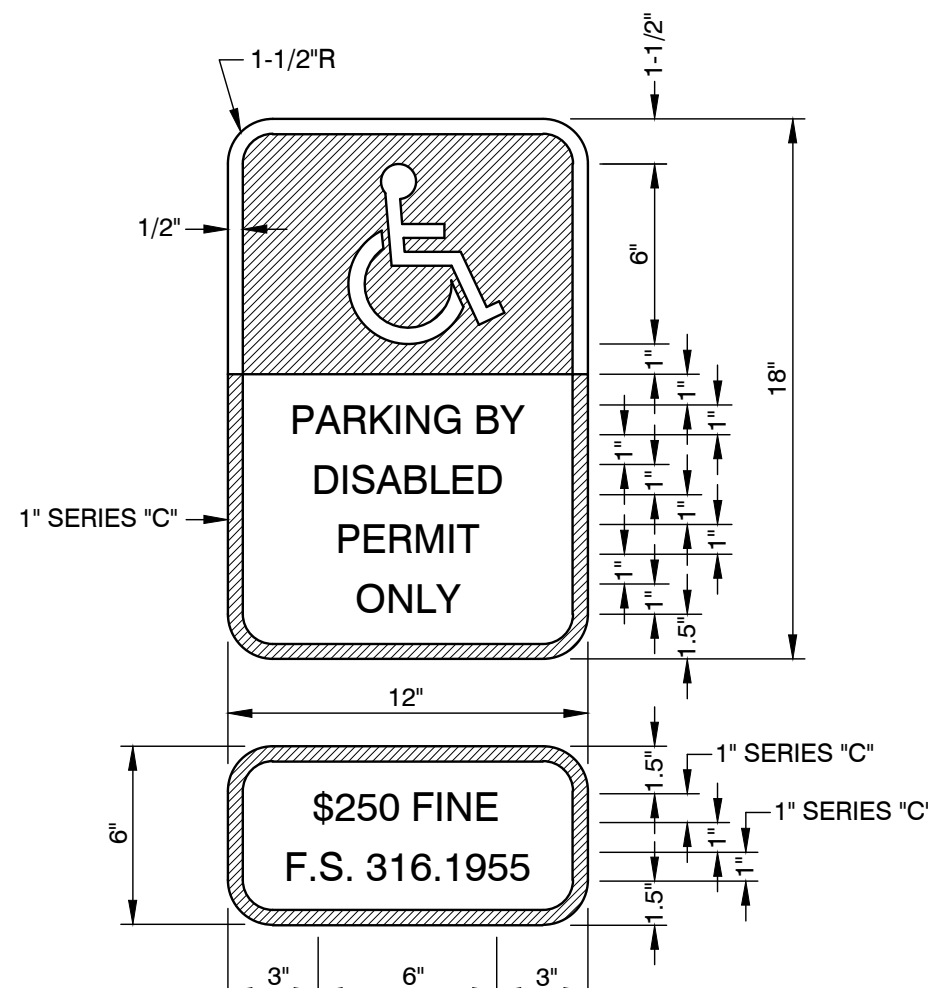
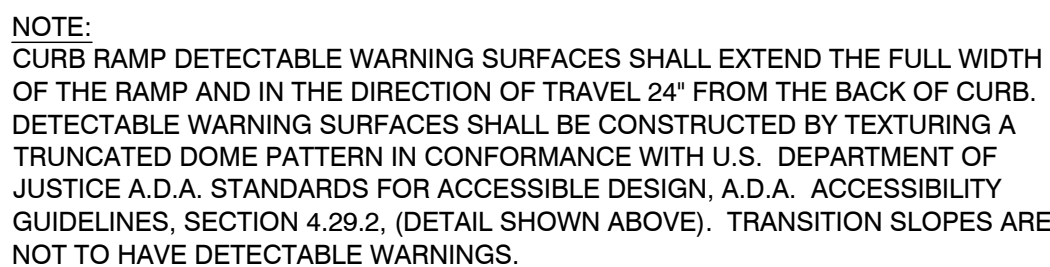
- Top width: 3'-4"
- Side wall thickness: 5-3/4"
- Bottom width: 2'-0"
- Bottom height: 1 FT. SUMPF
- Bottom reinforcement: 2" CL (TYP.)
- Grate: TRAFFIC BEARING GRATE
- Pipe connection: PIPE SIZE (SEE GRAD DRAINAGE)
- Bottom reinforcement: No. 4 BARS @ 12" O.C.
- Bottom reinforcement height: VARIES (15" MAX.)
- Bottom reinforcement depth: 8"

Technical drawing of a rectangular plate with the following dimensions:

- Overall width: 3'-4"
- Overall height: 4'-5"
- Inner rectangular cutout width: 2'-0"
- Inner rectangular cutout height: 3'-1"
- Distance from top edge to cutout: 8"
- Distance from bottom edge to cutout: 8"
- Distance from left edge to cutout: 3"
- Distance from right edge to cutout: 3"
- Distance from cutout to right edge: 3"
- Distance from cutout to left edge: 3"
- Distance from cutout to bottom edge: 8"
- Distance from cutout to top edge: 8"

A detail view of the bottom-left corner is shown, labeled "1. SIZE DES".

SEE GRADING AND/OR
DRAINAGE PLAN FOR NO., SIZE
AND ORIENTATION OF PIPES



THIS PANEL SHALL BE INSTALLED UNDER THE
FTP-25 OR FTP-26 HANDICAP PARKING SIGN.

N.T.S.

Diagram illustrating the placement of joints in a concrete slab. The slab is divided into sections by joints. The top section is labeled "1/2\" EXPANSION JOINTS AT 50'-0\" O.C." and the bottom section is labeled "CONTRACTION JOINTS AT 5'-0\" O.C.".

SIDEWALK WIDTH VARIES
(SEE PLANS)

CROSS SLOPE NOT TO EXCEED 2%

SECTION A-A

3000 P.S.I. CONCRETE WITH
FIBER REINFORCEMENT

CONCRETE SIDEWALK DETAIL
N.T.S.

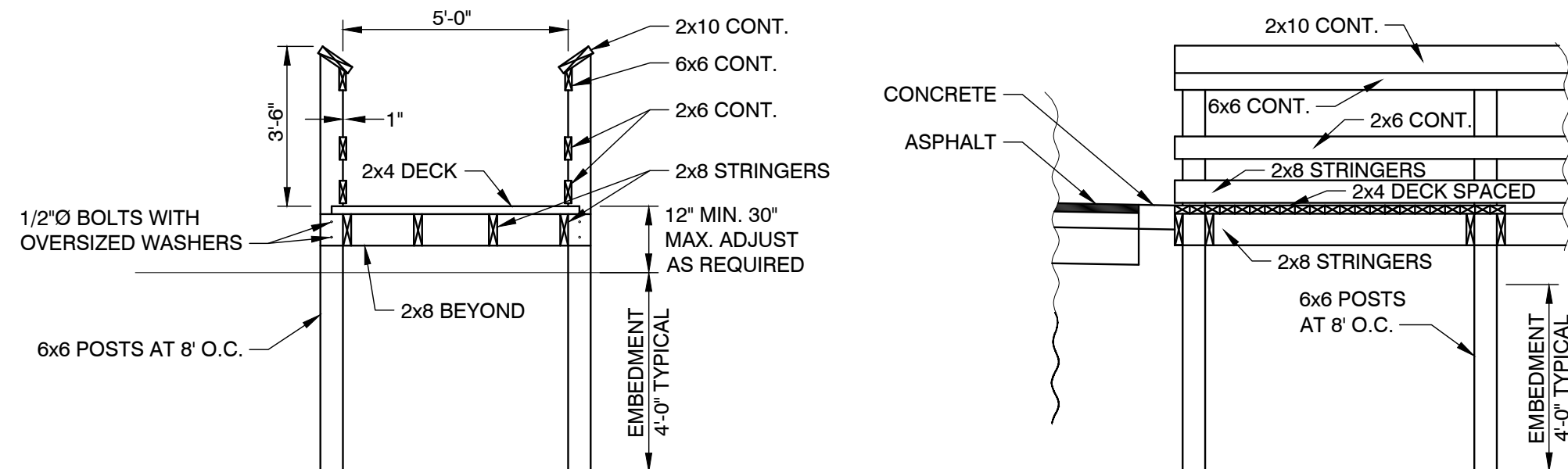
CROSSWALK WIDTH 5' MIN.
(SEE PLANS)

CROSS SLOPE NOT TO EXCEED 2%

SECTION A-A

3000 P.S.I. CONCRETE WITH
FIBER REINFORCEMENT

N.T.S.



N.T.S

EXISTING PAVED ROADWAY

R/W

50' MINIMUM

R/W

12' MINIMUM

SEDIMENT TRAP BERM
REQUIRED WHERE
GRADE EXCEEDS 2%

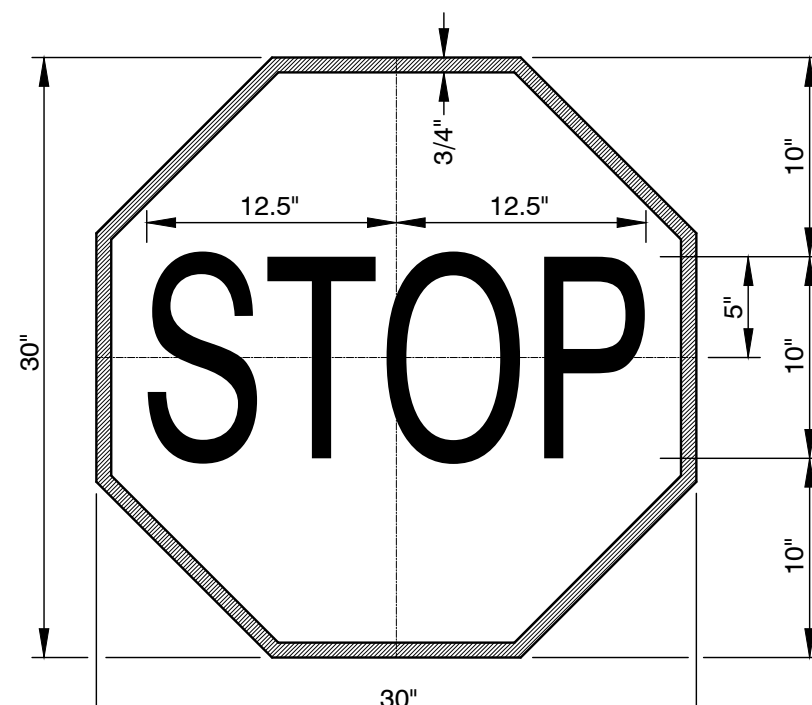
F.D.O.T. #1 COARSE
AGGREGATE OR EQUIVALENT
(MIN. 6" THICK)

NOTE:

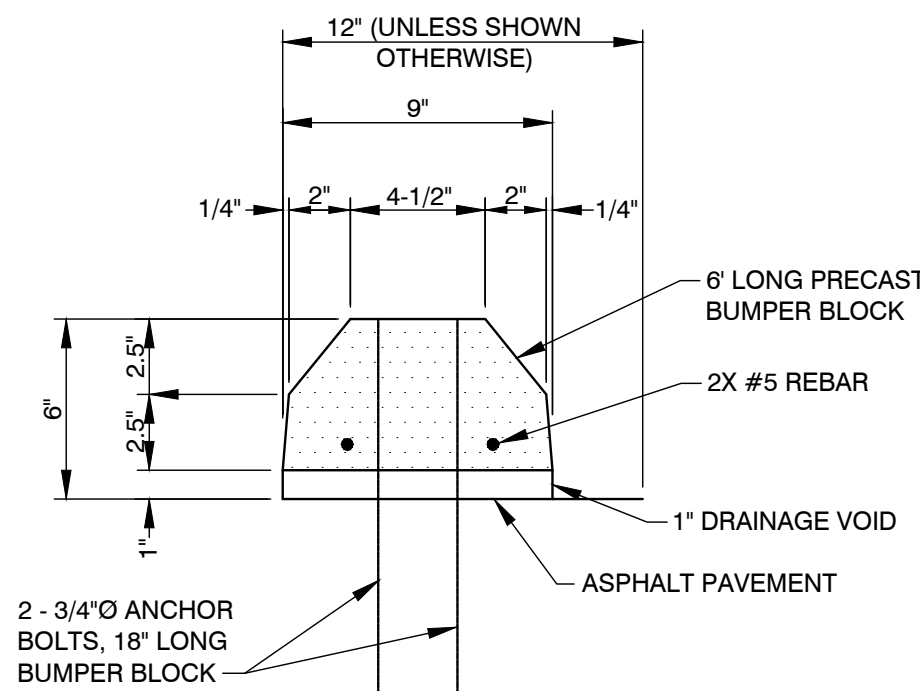
1. CONSTRUCTION ENTRANCE SHALL BE INSTALLED AT THE CONTRACTOR'S STAGING YARD AND/OR STOCKPILE AREAS TO PREVENT OFF-SITE TRACKING SEDIMENT BY CONSTRUCTION VEHICLES ONTO PUBLIC ROADS.
2. THE ENTRANCE SHALL BE MAINTAINED IN CONDITION THAT WILL PREVENT TRACKING OR FLOWING SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY.

NOTE:

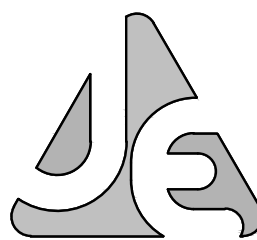
- STABILIZED CONSTRUCTION ENTRANCE DETAIL
N.T.S.



STOP SIGN DETAIL
N.T.S.



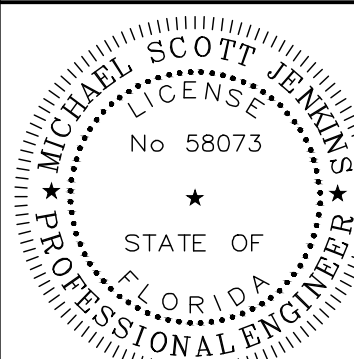
N.T.S.



JENKINS ENGINEERING, INC.

73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450

JEICIVIL.COM



M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

REV	DATE	DESCRIPTION	BY
1	04/27/23	REVISE FFE OF RESTROOM AND PUMP REVISIONS	MSJ
2	07/09/24	REVISE PLAN PER 07/03/2024 EMAIL REQUEST FROM CITY	MSJ
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CITY OF DESTIN

CLEMENT TAYLOR PARK
DESTIN, FLORIDA

MISCELLANEOUS DETAILS

NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

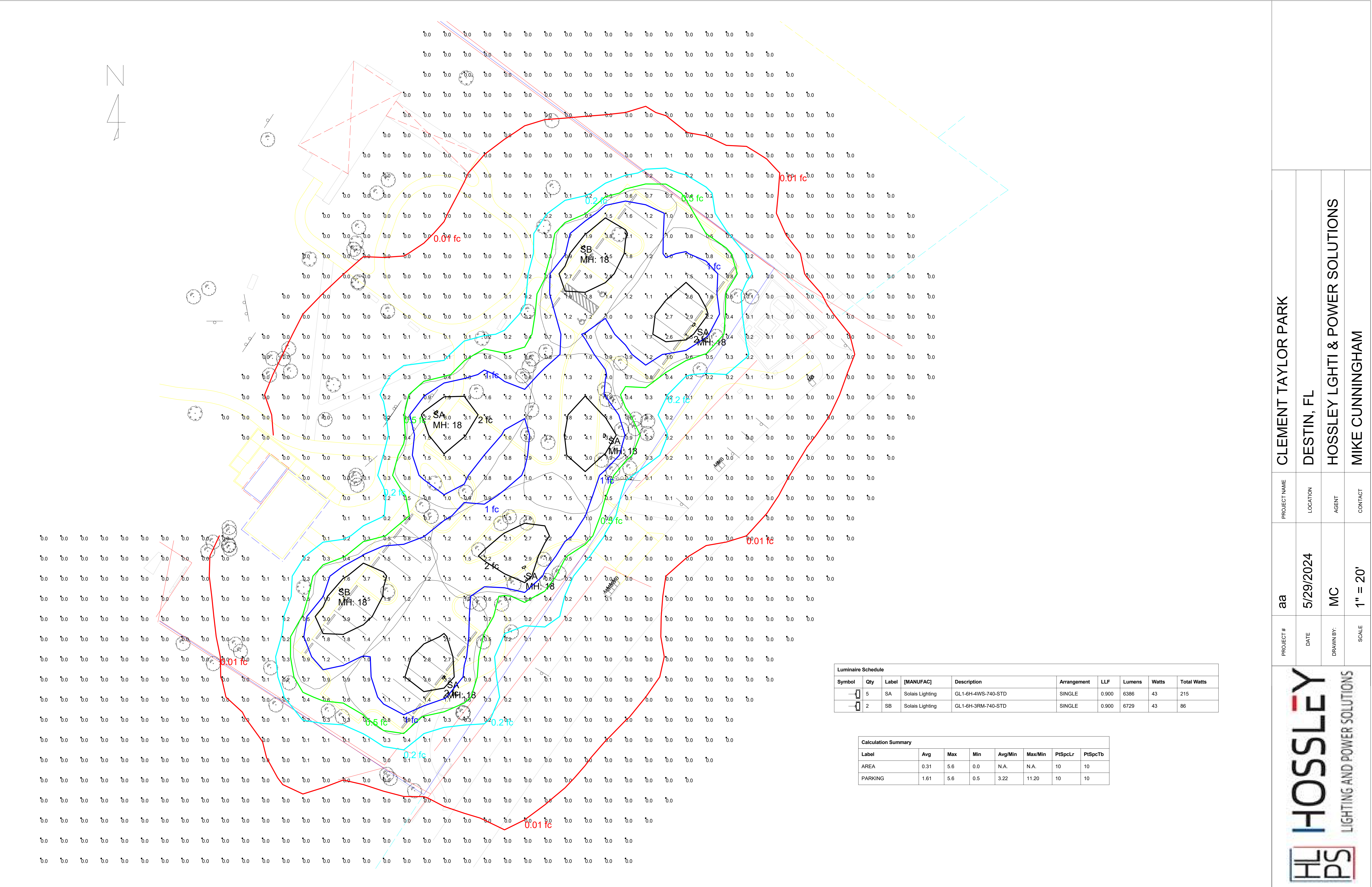
JOB: 22-75
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DESIGNED: MSJ
DRAWN: MPE

BAR IS ONE INCH ON ORIGINAL
0 1"
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DRAWING NUMBER
06 OF 08

SHEET NUMBER
C06

File: C:\Users\MSJ\JE\22-75 Clement Taylor Park - Documents\Drawings\22-75 Design REV1.dwg - Last Saved: 7/23/2024 9:25 AM by MSJ



Round Pole

ALUMINUM | NON-TAPERED

PROJECT

TYPE

CLEMENT

SPECIFICATION

QUICK FACTS

POLE SHAFT

The pole shaft is a seamless 6063-T6 aluminum alloy extrusion having a uniform wall thickness of 0.250", 0.188", 0.156" or 0.125". The sides of the shaft may be drilled for mounting luminaire fixtures. All aluminum alloys shall comply with metallurgical and mechanical properties set forth in the Aluminum Association Standards.

BASE PLATE

The anchor base is cast from A356 alloy aluminum. The anchor base telescopes the pole shaft and is circumferentially welded top and bottom. All welds are performed in accordance with the American Welding Society specification AWS D1.2, latest edition.

HANDHOLE

An oval reinforced gasketed handhole, having a nominal 3" x 5" or 4" x 6-1/2" inside opening, located 1'-6" above base, is standard on all poles. Optional 5" x 8" and 4" x 10" handholes are available (see options). A grounding provision is located inside the handhole ring.

ANCHOR BOLTS

Anchor bolts are fabricated from commercial quality hot rolled carbon steel bar that meets or exceeds a minimum yield strength of 55,000 psi. Four properly sized anchor bolts, each with two regular hex nuts and washers, are furnished and shipped with all poles unless otherwise specified.

FINISHES

The Standard Finish is a polyester thermosetting powder coating applied to the surface of the substrate to a minimum of 3 mils for all color finishes.

ORDERING EXAMPLE

SERIES	HEIGHT	BASE DIAMETER	GAUGE	FINISH	MOUNTING DESIGNATION	OPTIONS
RAP	10	- 4.0	- 11	- BRZ	- DM10	- BC
				BRZ - Bronze BLK - Black NA- Natural Aluminum	<i>Tenon Mount</i> 2 - 2 3/8" x 4" tenon 3 - 2 1/2" x 4" tenon <i>Drill Mount</i> DM10 - 1 luminaire DM2090 - 2 luminaires @90° DM2180 - 2 luminaires @180° DM3090 - 3 luminaires @90° DM3120 - 3 luminaires @120° DM4090 - 4 luminaires @90°	BC - Base Cover NC - Nut Covers CPL - Threaded Coupling* NPL - Threaded Nipple* LAB - Less Anchor Bolt OTC - Open Top with Cover VD - Vibration Damping Pad** XHH - Extra Handhole* 58HH - 5" x 8" Handhole* 410HH - 4" x 10" Handhole* <i>Embedment Pole Options</i> E - Embedded Pole GS - Ground Sleeve

* Please advise size, location, and orientation. (Handholes are restricted by size of pole shaft diameter)

** Located 24" above baseplate and same side as handhole. (No electrical included)

Round Pole

ALUMINUM | NON-TAPERED

PROJECT

TYPE

____ CLEMENT _____

SPECIFICATION

Catalog Number	Nominal Height	Pole Shaft	Gauge	Handhole Size	Anchor Bolt	Bolt Circle	80 mph	90 mph	100 mph	110 mph	Ship Weight
RAP08-4.0-11	8	4.0 x 8.0	11	2 x 4	0.75 x 17 x 3	8.75	11	8.5	6.5	4.5	19
RAP10-4.0-11	10	4.0 x 10.0	11	2 x 4	0.75 x 17 x 3	8.75	8.5	6.5	4.5	3	23
RAP12-4.0-11	12	4.0 x 12.0	11	2 x 4	0.75 x 17 x 3	8.75	6.5	5	3.5	2	26
RAP12-5.0-9	12	5.0 x 12.0	9	3 x 5	1 x 36 x 4	8.5	14	10.5	8	5.5	29
RAP14-4.0-11	14	4.0 x 14.0	11	2 x 4	0.75 x 17 x 3	8.75	5	3.5	2.5	1.5	30
RAP14-5.0-9	14	5.0 x 14.0	9	3 x 5	1 x 36 x 4	8.5	11.5	8.5	6.5	4	34
RAP16-4.0-11	16	4.0 x 16.0	11	2 x 4	0.75 x 17 x 3	8.75	4	2.5	1.5	1	33
RAP16-5.0-9	16	5.0 x 16.0	9	3 x 5	1 x 36 x 4	8.5	9.5	7	5	3	38
RAP16-6.0-9	16	6.0 x 16.0	9	3 x 5	1 x 36 x 4	10.5	14.5	10.5	8	5.5	62
RAP16-6.0-7	16	6.0 x 16.0	7	3 x 5	1 x 36 x 4	10.5	17.5	13.5	10	7	73
RAP18-5.0-9	18	5.0 x 18.0	9	3 x 5	1 x 36 x 4	8.5	8	5.5	4	2.5	44
RAP18-6.0-7	18	6.0 x 18.0	7	3 x 5	1 x 36 x 4	10.5	15	11	8	5.5	81
RAP20-5.0-9	20	5.0 x 20.0	9	3 x 5	1 x 36 x 4	8.5	6.5	4.5	3	1.5	49
RAP20-6.0-9	20	6.0 x 20.0	9	3 x 5	1 x 36 x 4	10.5	10	7	5	3.5	81
RAP20-6.0-7	20	6.0 x 20.0	7	3 x 5	1 x 36 x 4	10.5	13	9.5	6.5	4.5	89
RAP25-6.0-9	25	6.0 x 25.0	9	3 x 5	1 x 36 x 4	10.5	6.5	4	2.5	1.5	100
RAP25-6.0-7	25	6.0 x 25.0	7	3 x 5	1 x 36 x 4	10.5	8.5	6	3.5	2.5	109
RAP30-6.0-7	30	6.0 x 30.0	7	3 x 5	1 x 36 x 4	10.5	5.5	3	1.5	1	129

SPECIFICATION CODE
GL1-6H-4WS-740-STD-10-1PS-00-SBZ-ES

PROJECT
CLEMENT TAYLOR PARK

TYPE
SA

MEMO

ORDERING CODE BREAKDOWN

- Finished Product:
GL1-6H-4WS-740-STD-10-1PS-00-SBZ-ES

LED GRIDLITE (GEN 2)
SITE LIGHT FIXTURE

MAIN FEATURES

- Designed with a die-cast, aluminum alloy housing for optimal thermal performance and exceptional corrosion resistance
- Delivering up to 170 lumens per watt
- 3,000- to 20,000 lumen packages (20-160W)
- Extended site arm offers universal mounting, allowing for retrofit without drilling into existing poles
- All mounting options allow for multiple fixture installations at 90°
- TGIC polyester super durable powder coating with superior gloss, color retention, and weather resistance
- 0-10V dimming standard; DALI-2 dimming option available
- BAA Compliance available; *Consult factory to confirm specific fixture code is compliant if this is a requirement*
- **Designed and assembled in U.S.A.!**



Extended Site Arm

EPA: 0.56 sq. ft.

WEIGHT: 14.33 lbs.



GL1 / 6H / 4WS / 7 40 / STD / 10 / 1PS / 00 / SBZ / ES / - + - + -

FIXTURE	LUMENS	BEAM SPREAD	CRI	CCT	VOLTAGE	CONTROLS	SURGE	PHOTOCELL RECEPTACLE	FINISH	MOUNTING	FIXTURE OPTIONS	ADAPTER OPTIONS	FIELD OPTIONS
GL1	3H : 3,000 lm; 21W	2RM : Type II Roadway Medium	7 : 70 CRI	30 : 3000K	STD : 120-277V	10 : 0-10V	1PS : 10kV 5kA, 120-277V	00 : None	SBZ : Bronze (RAL8019)	ES : Extended Site Arm	ZT1 : 0-10V Z Ambient Light Control	RP : Site Arm Round Pole Adapter	SOL28 HSS : House-side Shield
	4H : 4,000 lm; 25W	3RM : Type III Roadway Medium	8 : 80 CRI	40 : 4000K	HVL : 277-480V	DA : DALI-2 D4i	2PS : *20kV 10kA, 120-277V	70 : 7-pin	SGY : Gray (RAL7038)	HT : Horizontal Tenon	ZT3 : 0-10V Z IR + Ambient Light Control	SMCB : Wall Pack Surface Mount Conduit Box	SOL28 FSS : Front-side Shield
	5H : 5,000 lm; 32W	3AM : Type III Area Medium		50 : 5000K			2PH : *20kV 10kA, 277-480V	0Z : Z receptacle	SWH : White (RAL9003)	KM : 3" OD Knuckle Mount	ZT4 : 0-10V Z Occupancy + IR + Ambient Light Control	ERP : Extended Site Arm Round Pole Adapter	SOL28 CSS : Cul-de-Sac Shield
	6H : 6,000 lm; 42W	4WS : Type IV Wide Short						7Z : 7-pin + Z	SBK : Black (RAL9017)	WP : Wall Pack	ZT5 : 0-10V Z Casambi Bluetooth Mesh Node		SOL28 SS : Scoop Shield
	7H : 7,000 lm; 52W	5QS : Type V Square Short							*MBZ : Marine Bronze				PCL-01 : 120-277V Photocell
	8H : 8,000 lm; 60W	5QM : Type V Square Medium							*MGY : Marine Grey				PCL-02 : 120-277V Photocell
	9H : 9,000 lm; 65W								*MWH : Marine White				PCL-03 : 347-480V Photocell
	11H : 11,000 lm; 80W								*MBK : Marine Black				PCL-04 : 347-480V Photocell (Midnight Dim)
	12H : 12,000 lm; 89W												PCL-05 : 120-277V Photocell (Midnight Dim)
	14H : 14,000 lm; 112W												ENL-SC1 : Shorting Cap
	16H : 15,000 lm; 131W												
	16P : 16,000 lm; 123W												
	18P : 18,000 lm; 143W												
	20P : 20,000 lm; 164W												
					Notes:	Consult factory to verify BAA compliant products. HSS not compatible with 4WS optics, instead use SS. 80 or 90 CRI, + additional CCTs available upon request				*Consult factory for lead time and availability. HVL unavailable with ZT1, ZT3, ZT4 and ZT5 photocell receptacles. ZT1 - ZT5 options only available with 10 : 0-10V Dimming			



PROJECT

CLEMENT TAYLOR PARK

TYPE

SA

FINISH

- TGIC polyester super-durable powder coating with superior gloss, color retention and weather resistance
- Standard finishes provided at 3 mil nominal thickness, salt-spray-tested to 3,000 hours as per ASTM B117
- For marine-grade finish, consult factory. Provided at 5 mil nominal thickness, salt-spray-tested to 4,000 hours as per ASTM B117

MOUNTING

- Extended site arm offers universal mounting, allowing for retrofit without drilling into existing poles
- Options allow for multiple fixture installations at 90°
- Wall-mount and round pole adapters are available for extended site arm

CONSTRUCTION

- Die-cast, aluminum alloy housing for optimal thermal performance and exceptional corrosion resistance
- 100% recycled aluminum

ELECTRICAL

- 120-277V Standard; 277-480V option available
- PF>0.9, THD<20%
- Parallel surge protection: enhanced 10kV standard, extreme 20kV optional (ANSI C136.2-2015)
- For series surge protection, consult factory
- Rated for operation -40°C to 40°C
- For 50°C option, consult factory

OPTICS + PERFORMANCE

- Up to 170 lumens per watt
- 3,000- to 20,000 lumen packages (20-160W)
- 5 customized distributions available
 - Type II Roadway Medium (Coefficient of Utilization: 0.793)
 - Type III Roadway Medium (Coefficient of Utilization: 0.852)
 - Type IV Wide Short (Coefficient of Utilization: 0.840)
 - Type V Square Short
 - Type V Square Medium
- Multiple shielding options available

CONTROLS

- 0-10V dimming standard; DALI-2 option available
- Receptacle options:
 - ANSI C136.41 3-pin
 - ANSI C136.41 7-pin (for DALI-2 or 0-10 V dimming)
 - Zhaga Book 18 (for next generation ambient light/motion sensing)

LISTINGS

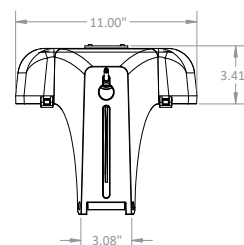
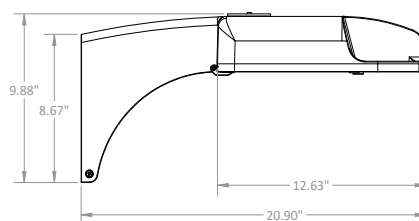
- IP66-rated optical and electrical chambers
- 3G Vibration-rated (ANSI C136.31)
- cULus Listed for wet locations
- IDA Dark Sky listed with ≤3000K (Site Arm, Horizontal Tenon)
- Zhaga D4i listed
- ANSI C136.15 labeling available
- BAA Compliance available; *Consult factory to confirm specific fixture code is compliant if this is a requirement*
- **Designed and assembled in U.S.A.**

WARRANTY

- 5-year warranty

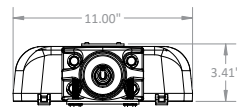
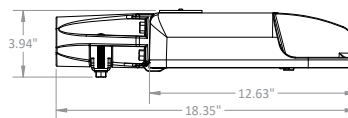
Extended Site Arm (ES)

- Universal mount adapter
- Allows for retrofit without drilling into existing poles



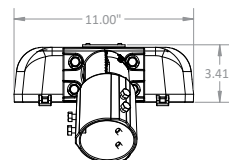
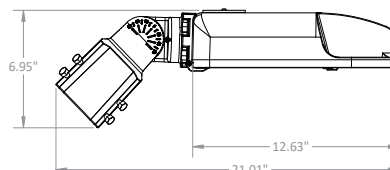
Horizontal Tenon (HT)

- Mounts to maximum 2 3/4" O.D. tenon

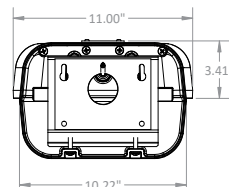
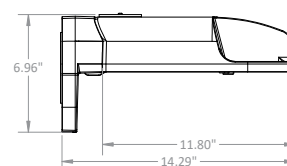


Knuckle (KM)

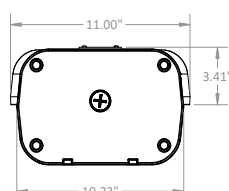
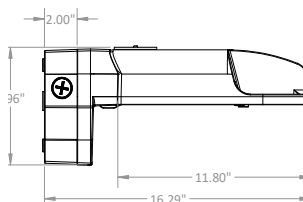
- Mounts to maximum 3" O.D. tenon
- Adjustable at 7.5° increments
- Not recommended to angle luminaire past 0° (vertical); maintain downward angle



Wall Pack (WP)



Wall Pack (WP) - SMBC (field installed option)



LUMEN AMBIENT TEMPERATURE (LAT) MULTIPLIERS

Ambient Temperature		Lumen Multiplier
Celsius	Fahrenheit	
0°C	32°F	1.02
10°C	50°F	1.01
25°C	77°F	1.00
40°C	104°F	0.99
50°C	122°F	0.97

TM-21 LUMEN MAINTENANCE PROJECTION

Calculated by utilizing the LED manufacturer’s LM80 test data in conjunction with third party verified in-situ LED drive current and LED temperature data. Use data below to determine light loss factors.

50,000 hrs	60,000 hrs	100,000 hrs
99.67%	99.49%	98.77%

WEIGHTS + EPA INFORMATION

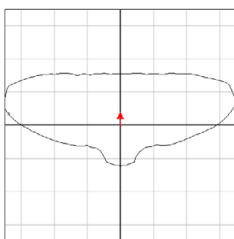
Mounting Type	Weight		
	Below 9H	11H to 15H	Above 16H
Extended Site Arm (ES)	14.33 lbs.	16.02 lbs.	16.48 lbs.
Horizontal Tenon (HT)	12.76 lbs.	14.45 lbs.	14.91 lbs.
Knuckle Mount (KM)	12.77 lbs.	14.46 lbs.	14.92 lbs.
Wall Pack (WP)	13.19 lbs.	14.88 lbs.	15.34 lbs.
Wall Pack (WP) with SMBC	15.40 lbs.	17.09 lbs.	17.55 lbs.

• Data below includes luminaire and integrated mounting option. Additional tenons, arms and brackets are not included.

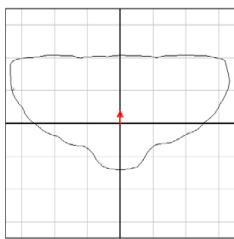
Mounting Type	Tilt	Single	2 at 90°	2 at 180°	2 at 120°	3 at 90°	3 at 120°	4 at 90°	2 Side-by-Side
Extended Site Arm (ES)	n/a	0.56 sq. ft.	0.98 sq. ft.	1.11 sq. ft.	1.24 sq. ft.	1.53 sq. ft.	1.66 sq. ft.	1.53 sq. ft.	0.84 sq. ft.
Extended Site Arm (ES) with Round Pole Adapter (ERP)	n/a	0.60 sq. ft.	1.01 sq. ft.	1.19 sq. ft.	1.28 sq. ft.	1.61 sq. ft.	1.70 sq. ft.	1.61 sq. ft.	0.84 sq. ft.
Horizontal Tenon (HT)	n/a	0.40 sq. ft.	0.65 sq. ft.	0.80 sq. ft.	0.82 sq. ft.	1.05 sq. ft.	1.07 sq. ft.	1.05 sq. ft.	0.50 sq. ft.
Knuckle Mount (KM) (7.5° increments)	90° (horizontal)	0.47 sq. ft.	0.81 sq. ft.	0.94 sq. ft.	0.94 sq. ft.	1.28 sq. ft.	1.28 sq. ft.	1.28 sq. ft.	0.69 sq. ft.
	60°	0.47 sq. ft.	1.12 sq. ft.	0.94 sq. ft.	1.42 sq. ft.	1.59 sq. ft.	2.07 sq. ft.	1.59 sq. ft.	1.30 sq. ft.
	45°	0.47 sq. ft.	1.30 sq. ft.	0.94 sq. ft.	1.70 sq. ft.	1.77 sq. ft.	2.53 sq. ft.	1.77 sq. ft.	1.67 sq. ft.
	30°	0.47 sq. ft.	1.43 sq. ft.	0.94 sq. ft.	1.94 sq. ft.	1.90 sq. ft.	2.90 sq. ft.	1.90 sq. ft.	1.92 sq. ft.
	0° (vertical)	0.47 sq. ft.	1.53 sq. ft.	0.94 sq. ft.	2.08 sq. ft.	2.00 sq. ft.	3.14 sq. ft.	2.00 sq. ft.	2.12 sq. ft.

PHOTOMETRIC DISTRIBUTION

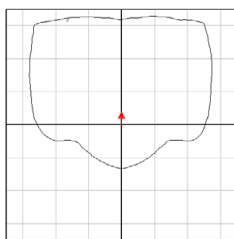
TYPE II ROADWAY MEDIUM (2RM)



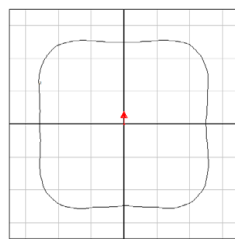
TYPE III ROADWAY MEDIUM (3RM)



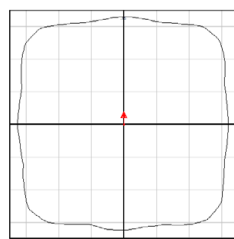
TYPE IV WIDE SHORT (4WS)



TYPE V SQUARE SHORT (5QS)



TYPE V SQUARE MEDIUM (5QM)



SHIELD ACCESSORY DETAILS

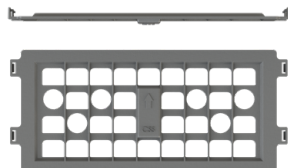
HOUSE SIDE SHIELD (HSS)

- Flat-black, injection molded plastic resin
- Tool-less, clip-on discrete shield
- Blocks light behind the fixture



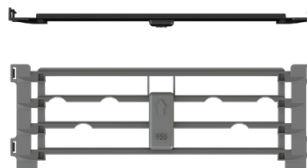
CUL-DE-SAC SHIELD (CSS)

- Flat-black, injection molded plastic resin
- Tool-less, clip-on discrete shield
- Blocks light to left and right of the fixture



FRONT SIDE SHIELD (FSS)

- Flat-black, injection molded plastic resin
- Tool-less, clip-on discrete shield
- Blocks light in front of the fixture.



SCOOP SHIELD (SS)

- Flat-black, injection-molded plastic resin
- Tool-less, clip-on discrete shield
- Blocks light behind the fixture (4WS only)



CONTROLS

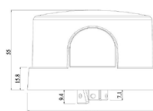
0-10 V ZHAGA OPTIONS

- ZT1: Ambient Light Control
- ZT3: IR + Ambient Light Control
- ZT4: Occupancy + IR + Ambient Light Control
- ZT5: 0-10V Zhaga Casambi BLE + ALC



PHOTOCELL OPTIONS

- PCL01: 120-277V Photocell (640J, IP65); Blue
- PCL02: 120-277V Photocell (1280J, IP66); Blue
- PCL03: 347-480V Photocell (1280J, IP66); Yellow
- PCL04: 50% Midnight Dimming, 347-480V Photocell (1280J, IP65); Brown
- PCL05: 50% Midnight Dimming, 120-277V Photocell (1280J, IP65); Brown



Performance Package	Wattage Label	Drive Current	Color Temp. (CCT)	Input Power (Watts)	TYPE II ROADWAY MED (2RM) AT 70 CRI			TYPE III ROADWAY MED (3RM) AT 70 CRI			TYPE III AREA MED (3AM) AT 70 CRI			TYPE IV WIDE SHORT (4WS) AT 70 CRI			TYPE V SQUARE SHORT (5QS) AT 70 CRI			TYPE V SQUARE MED (5QM) AT 70 CRI		
					Lumens	Efficacy (lm/W)	BUG Rating	Lumens	Efficacy (lm/W)	BUG Rating	Lumens	Efficacy (lm/W)	BUG Rating	Lumens	Efficacy (lm/W)	BUG Rating	Lumens	Efficacy (lm/W)	BUG Rating	Lumens	Efficacy (lm/W)	BUG Rating
3H	20	250mA	5000K	21.0	3,590	171	1 0 1	3,601	171	1 0 1				3,418	162	1 0 1	3,605	171	2 0 1	3,470	165	2 0 1
			4000K		3,555	169	1 0 1	3,565	170	1 0 1				3,384	161	1 0 1	3,569	170	2 0 1	3,436	163	2 0 1
			3000K		3,412	162	1 0 1	3,423	163	1 0 1				3,248	154	1 0 1	3,426	163	2 0 1	3,298	157	2 0 1
4H	30	300mA	5000K	25.4	4,291	169	1 0 1	4,305	169	1 0 1				4,085	161	1 0 1	4,309	169	2 0 1	4,148	163	2 0 1
			4000K		4,249	167	1 0 1	4,262	168	1 0 1				4,045	159	1 0 1	4,266	168	2 0 1	4,107	161	2 0 1
			3000K		4,079	160	1 0 1	4,091	161	1 0 1				3,883	153	1 0 1	4,096	161	2 0 1	3,943	155	2 0 1
5H	30	375mA	5000K	32.6	5,357	164	1 0 1	5,373	165	1 0 1				5,099	156	1 0 2	5,379	165	2 0 1	5,178	159	3 0 1
			4000K		5,304	163	1 0 1	5,320	163	1 0 1				5,049	155	1 0 1	5,325	163	2 0 1	5,127	157	3 0 1
			3000K		5,092	156	1 0 1	5,107	157	1 0 1				4,847	149	1 0 1	5,112	157	2 0 1	4,922	151	3 0 1
6H	40	483mA	5000K	42.7	6,775	159	1 0 1	6,796	159	1 0 2				6,450	151	1 0 2	6,803	159	3 0 1	6,549	153	3 0 1
			4000K		6,708	157	1 0 1	6,729	158	1 0 1				6,386	149	1 0 2	6,736	158	3 0 1	6,484	152	3 0 1
			3000K		6,440	151	1 0 1	6,459	151	1 0 1				6,131	144	1 0 2	6,466	151	3 0 1	6,225	146	3 0 1
7H	50	585mA	5000K	52.5	8,009	152	1 0 2	8,033	153	1 0 2				7,624	145	1 0 2	8,042	153	3 0 2	7,742	147	3 0 2
			4000K		7,930	151	1 0 2	7,954	151	1 0 2				7,549	144	1 0 2	7,962	152	3 0 2	7,665	146	3 0 2
			3000K		7,612	145	1 0 2	7,635	145	1 0 2				7,247	138	1 0 2	7,643	146	3 0 1	7,358	140	3 0 2
8H	60	672mA	5000K	61.2	9,024	147	1 0 2	9,051	148	1 0 2				8,590	140	1 0 2	9,061	148	3 0 2	8,722	143	3 0 2
			4000K		8,934	146	1 0 2	8,961	146	1 0 2				8,505	139	1 0 2	8,971	147	3 0 2	8,636	141	3 0 2
			3000K		8,577	140	1 0 2	8,603	141	1 0 2				8,165	133	1 0 2	8,612	141	3 0 2	8,291	136	3 0 2
9H	70	725mA	5000K	66.2	9,565	145	2 0 2	9,594	145	1 0 2				9,106	138	1 0 2	9,604	145	3 0 2	9,246	140	3 0 2
			4000K		9,470	143	2 0 2	9,499	144	1 0 2				9,016	136	1 0 2	9,509	144	3 0 2	9,154	138	3 0 2
			3000K		9,092	137	1 0 2	9,119	138	1 0 2				8,655	131	1 0 2	9,129	138	3 0 2	8,788	133	3 0 2
11H	80	924mA	5000K	81.5	11,692	143	2 0 2	11,728	144	1 0 2				11,131	137	2 0 2	11,740	144	3 0 2	11,302	139	4 0 2
			4000K		11,577	142	2 0 2	11,612	142	1 0 2				11,021	135	2 0 2	11,624	143	3 0 2	11,190	137	4 0 2
			3000K		11,114	136	2 0 2	11,147	137	1 0 2				10,580	130	1 0 2	11,159	137	3 0 2	10,743	132	4 0 2
12H	90	1029mA	5000K	90.8	12,641	139	2 0 2	12,679	140	1 0 2				12,034	133	2 0 2	12,693	140	3 0 2	12,219	135	4 0 2
			4000K		12,516	138	2 0 2	12,554	138	1 0 2				11,915	131	2 0 2	12,567	138	3 0 2	12,098	133	4 0 2
			3000K		12,015	132	2 0 2	12,052	133	1 0 2				11,438	126	2 0 2	12,064	133	3 0 2	11,614	128	4 0 2
14H	110	1281mA	5000K	114.6	14,840	129	2 0 2	14,885	130	2 0 2				14,127	123	2 0 3	14,901	130	4 0 2	14,345	125	4 0 2
			4000K		14,693	128	2 0 2	14,738	129	2 0 2				13,987	122	2 0 2	14,753	129	4 0 2	14,203	124	4 0 2
			3000K		14,105	123	2 0 2	14,148	123	2 0 2				13,428	117	2 0 2	14,163	124	3 0 2	13,634	119	4 0 2
16H	130	1449mA	5000K	130.8	16,101	123	2 0 2	16,150	124	2 0 2				15,328	117	2 0 3	16,167	124	4 0 2	15,563	119	4 0 2
			4000K		15,941	122	2 0 2	15,990	122	2 0 2				15,176	116	2 0 3	16,007	122	4 0 2	15,409	118	4 0 2
			3000K		15,304	117	2 0 2	15,350	117	2 0 2				14,569	111	2 0 3	15,366	118	4 0 2	14,793	113	4 0 2
16P	120	1365mA	5000K	122.9	16,387	133	3 0 3	16,434	134	2 0 2	15,756	128	2 0 2	15,202	124	2 0 2	16,278	132	2 0 2	15,389	125	4 0 2
			4000K		16,225	132	3 0 3	16,271	132	2 0 2	15,600	127	2 0 2	15,051	122	2 0 2	16,117	131	2 0 2	15,237	124	4 0 2
			3000K		15,576	127	3 0 3	15,620	127	2 0 2	14,976	122	2 0 2	14,449	118	2 0 2	15,472	126	2 0 2	14,628	119	4 0 2
18P	140	1608mA	5000K	143.2	18,151	127	3 0 3	18,203	127	2 0 2	17,452	122	3 0 3	16,838	118	3 0 3	18,030	126	3 0 3	17,046	119	4 0 2
			4000K		17,972	125	3 0 3	18,023	126	2 0 2	17,280	121	3 0 3	16,672	116	3 0 3	17,852	125	3 0 3	16,877	118	4 0 2
			3000K		17,253	120	3 0 3	17,302	121	2 0 2	16,588	116	2 0 3	16,005	112	2 0 3	17,138	120	2 0 2	16,202	113	4 0 2
20P	160	1709mA	5000K	164.4	19,771	120	3 0 3	19,827	121	2 0 3	19,010	116	3 0 3	18,341	112	3 0 3	19,639	119	3 0 3	18,567	113	4 0 2
			4000K		19,575	119	3 0 3	19,631	119	2 0 2	18,822	114	3 0 3	18,159	110	3 0 3	19,445	118	3 0 3	18,383	112	4 0 2
			3000K		18,792	114	3 0 3	18,846	115	2 0 2	18,069	110	3 0 3	17,433	106	3 0 3	18,667	114	3 0 3	17,648	107	4 0 2

POLE INFORMATION

• Solais offers a full line of aluminum and steel poles, brackets and accessories for your installation. For more information, consult factory.

SQUARE STRAIGHT
▪ 8- to 39-ft. height options



ROUND STRAIGHT
▪ 8- to 35-ft. height options



SQUARE TAPERED
▪ 20- to 50-ft. height options



ROUND TAPERED
▪ 8- to 39-ft. height options
▪ 45- to 70-ft. telescoping height options



HINGED TAPERED
▪ 20- to 39-ft. height options



SPECIFICATION CODE
GL1-6H-3RM-740-STD-10-1PS-00-SBZ-ES

PROJECT
CLEMENT TAYLOR PARK

TYPE
SB

MEMO

ORDERING CODE BREAKDOWN

- Finished Product:
GL1-6H-3RM-740-STD-10-1PS-00-SBZ-ES

LED GRIDLITE (GEN 2)
SITE LIGHT FIXTURE

MAIN FEATURES

- Designed with a die-cast, aluminum alloy housing for optimal thermal performance and exceptional corrosion resistance
- Delivering up to 170 lumens per watt
- 3,000- to 20,000 lumen packages (20-160W)
- Extended site arm offers universal mounting, allowing for retrofit without drilling into existing poles
- All mounting options allow for multiple fixture installations at 90°
- TGIC polyester super durable powder coating with superior gloss, color retention, and weather resistance
- 0-10V dimming standard; DALI-2 dimming option available
- BAA Compliance available; *Consult factory to confirm specific fixture code is compliant if this is a requirement*
- **Designed and assembled in U.S.A.!**



Extended Site Arm

EPA: 0.56 sq. ft.

WEIGHT: 14.33 lbs.



GL1 / 6H / 3RM / 7 40 / STD / 10 / 1PS / 00 / SBZ / ES / - + - + -

FIXTURE	LUMENS	BEAM SPREAD	CRI	CCT	VOLTAGE	CONTROLS	SURGE	PHOTOCELL RECEPTACLE	FINISH	MOUNTING	FIXTURE OPTIONS	ADAPTER OPTIONS	FIELD OPTIONS
GL1	3H : 3,000 lm; 21W	2RM : Type II Roadway Medium	7 : 70 CRI	30 : 3000K	STD : 120-277V	10 : 0-10V	1PS : 10kV 5kA, 120-277V	00 : None	SBZ : Bronze (RAL8019)	ES : Extended Site Arm	ZT1 : 0-10V Z Ambient Light Control	RP : Site Arm Round Pole Adapter	SOL28 HSS : House-side Shield
	4H : 4,000 lm; 25W	3RM : Type III Roadway Medium	8 : 80 CRI	40 : 4000K	HVL : 277-480V	DA : DALI-2 D4i	2PS : *20kV 10kA, 120-277V	70 : 7-pin	SGY : Gray (RAL7038)	HT : Horizontal Tenon	ZT3 : 0-10V Z IR + Ambient Light Control	SMCB : Wall Pack Surface Mount Conduit Box	SOL28 FSS : Front-side Shield
	5H : 5,000 lm; 32W	3AM : Type III Area Medium		50 : 5000K			2PH : *20kV 10kA, 277-480V	0Z : Z receptacle	SWH : White (RAL9003)	KM : 3" OD Knuckle Mount	ZT4 : 0-10V Z Occupancy + IR + Ambient Light Control	ERP : Extended Site Arm Round Pole Adapter	SOL28 CSS : Cul-de-Sac Shield
	6H : 6,000 lm; 42W	4WS : Type IV Wide Short						7Z : 7-pin + Z	SBK : Black (RAL9017)	WP : Wall Pack	ZT5 : 0-10V Z Casambi Bluetooth Mesh Node		SOL28 SS : Scoop Shield
	7H : 7,000 lm; 52W	5QS : Type V Square Short							*MBZ : Marine Bronze				PCL-01 : 120-277V Photocell
	8H : 8,000 lm; 60W	5QM : Type V Square Medium							*MGY : Marine Grey				PCL-02 : 120-277V Photocell
	9H : 9,000 lm; 65W								*MWH : Marine White				PCL-03 : 347-480V Photocell
	11H : 11,000 lm; 80W								*MBK : Marine Black				PCL-04 : 347-480V Photocell (Midnight Dim)
	12H : 12,000 lm; 89W												PCL-05 : 120-277V Photocell (Midnight Dim)
	14H : 14,000 lm; 112W												ENL-SC1 : Shorting Cap
	16H : 15,000 lm; 131W												
	16P : 16,000 lm; 123W												
	18P : 18,000 lm; 143W												
	20P : 20,000 lm; 164W												
					Notes:	Consult factory to verify BAA compliant products. HSS not compatible with 4WS optics, instead use SS. 80 or 90 CRI, + additional CCTs available upon request				*Consult factory for lead time and availability. HVL unavailable with ZT1, ZT3, ZT4 and ZT5 photocell receptacles. ZT1 - ZT5 options only available with 10 : 0-10V Dimming			

FINISH

- TGIC polyester super-durable powder coating with superior gloss, color retention and weather resistance
- Standard finishes provided at 3 mil nominal thickness, salt-spray-tested to 3,000 hours as per ASTM B117
- For marine-grade finish, consult factory. Provided at 5 mil nominal thickness, salt-spray-tested to 4,000 hours as per ASTM B117

MOUNTING

- Extended site arm offers universal mounting, allowing for retrofit without drilling into existing poles
- Options allow for multiple fixture installations at 90°
- Wall-mount and round pole adapters are available for extended site arm

CONSTRUCTION

- Die-cast, aluminum alloy housing for optimal thermal performance and exceptional corrosion resistance
- 100% recycled aluminum

ELECTRICAL

- 120-277V Standard; 277-480V option available
- PF>0.9, THD<20%
- Parallel surge protection: enhanced 10kV standard, extreme 20kV optional (ANSI C136.2-2015)
- For series surge protection, consult factory
- Rated for operation -40°C to 40°C
- For 50°C option, consult factory

OPTICS + PERFORMANCE

- Up to 170 lumens per watt
- 3,000- to 20,000 lumen packages (20-160W)
- 5 customized distributions available
 - Type II Roadway Medium (Coefficient of Utilization: 0.793)
 - Type III Roadway Medium (Coefficient of Utilization: 0.852)
 - Type IV Wide Short (Coefficient of Utilization: 0.840)
 - Type V Square Short
 - Type V Square Medium
- Multiple shielding options available

CONTROLS

- 0-10V dimming standard; DALI-2 option available
- Receptacle options:
 - ANSI C136.41 3-pin
 - ANSI C136.41 7-pin (for DALI-2 or 0-10 V dimming)
 - Zhaga Book 18 (for next generation ambient light/motion sensing)

LISTINGS

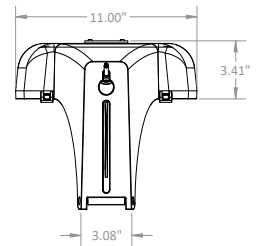
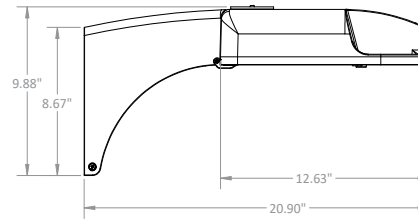
- IP66-rated optical and electrical chambers
- 3G Vibration-rated (ANSI C136.31)
- cULus Listed for wet locations
- IDA Dark Sky listed with ≤3000K (Site Arm, Horizontal Tenon)
- Zhaga D4i listed
- ANSI C136.15 labeling available
- BAA Compliance available; *Consult factory to confirm specific fixture code is compliant if this is a requirement*
- **Designed and assembled in U.S.A.**

WARRANTY

- 5-year warranty

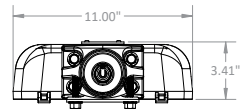
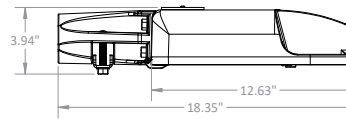
Extended Site Arm (ES)

- Universal mount adapter
- Allows for retrofit without drilling into existing poles



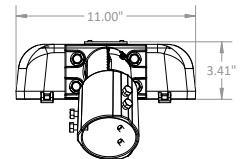
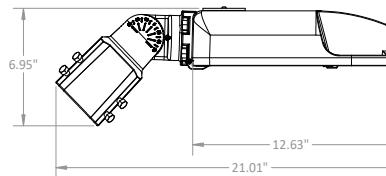
Horizontal Tenon (HT)

- Mounts to maximum 2 3/4" O.D. tenon

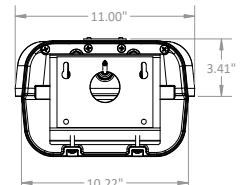
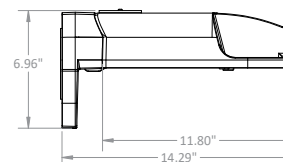


Knuckle (KM)

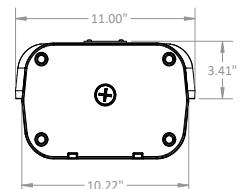
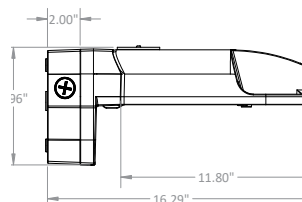
- Mounts to maximum 3" O.D. tenon
- Adjustable at 7.5° increments
- Not recommended to angle luminaire past 0° (vertical); maintain downward angle



Wall Pack (WP)



Wall Pack (WP) - SMBC (field installed option)



LUMEN AMBIENT TEMPERATURE (LAT) MULTIPLIERS

Ambient Temperature		Lumen Multiplier
Celsius	Fahrenheit	
0°C	32°F	1.02
10°C	50°F	1.01
25°C	77°F	1.00
40°C	104°F	0.99
50°C	122°F	0.97

TM-21 LUMEN MAINTENANCE PROJECTION

Calculated by utilizing the LED manufacturer’s LM80 test data in conjunction with third party verified in-situ LED drive current and LED temperature data. Use data below to determine light loss factors.

50,000 hrs	60,000 hrs	100,000 hrs
99.67%	99.49%	98.77%

WEIGHTS + EPA INFORMATION

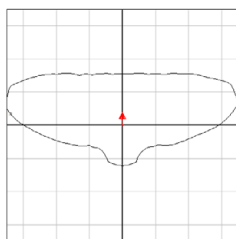
Mounting Type	Weight		
	Below 9H	11H to 15H	Above 16H
Extended Site Arm (ES)	14.33 lbs.	16.02 lbs.	16.48 lbs.
Horizontal Tenon (HT)	12.76 lbs.	14.45 lbs.	14.91 lbs.
Knuckle Mount (KM)	12.77 lbs.	14.46 lbs.	14.92 lbs.
Wall Pack (WP)	13.19 lbs.	14.88 lbs.	15.34 lbs.
Wall Pack (WP) with SMBC	15.40 lbs.	17.09 lbs.	17.55 lbs.

• Data below includes luminaire and integrated mounting option. Additional tenons, arms and brackets are not included.

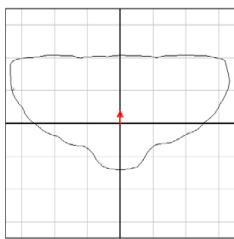
Mounting Type	Tilt	Single	2 at 90°	2 at 180°	2 at 120°	3 at 90°	3 at 120°	4 at 90°	2 Side-by-Side
Extended Site Arm (ES)	n/a	0.56 sq. ft.	0.98 sq. ft.	1.11 sq. ft.	1.24 sq. ft.	1.53 sq. ft.	1.66 sq. ft.	1.53 sq. ft.	0.84 sq. ft.
Extended Site Arm (ES) with Round Pole Adapter (ERP)	n/a	0.60 sq. ft.	1.01 sq. ft.	1.19 sq. ft.	1.28 sq. ft.	1.61 sq. ft.	1.70 sq. ft.	1.61 sq. ft.	0.84 sq. ft.
Horizontal Tenon (HT)	n/a	0.40 sq. ft.	0.65 sq. ft.	0.80 sq. ft.	0.82 sq. ft.	1.05 sq. ft.	1.07 sq. ft.	1.05 sq. ft.	0.50 sq. ft.
Knuckle Mount (KM) (7.5° increments)	90° (horizontal)	0.47 sq. ft.	0.81 sq. ft.	0.94 sq. ft.	0.94 sq. ft.	1.28 sq. ft.	1.28 sq. ft.	1.28 sq. ft.	0.69 sq. ft.
	60°	0.47 sq. ft.	1.12 sq. ft.	0.94 sq. ft.	1.42 sq. ft.	1.59 sq. ft.	2.07 sq. ft.	1.59 sq. ft.	1.30 sq. ft.
	45°	0.47 sq. ft.	1.30 sq. ft.	0.94 sq. ft.	1.70 sq. ft.	1.77 sq. ft.	2.53 sq. ft.	1.77 sq. ft.	1.67 sq. ft.
	30°	0.47 sq. ft.	1.43 sq. ft.	0.94 sq. ft.	1.94 sq. ft.	1.90 sq. ft.	2.90 sq. ft.	1.90 sq. ft.	1.92 sq. ft.
	0° (vertical)	0.47 sq. ft.	1.53 sq. ft.	0.94 sq. ft.	2.08 sq. ft.	2.00 sq. ft.	3.14 sq. ft.	2.00 sq. ft.	2.12 sq. ft.

PHOTOMETRIC DISTRIBUTION

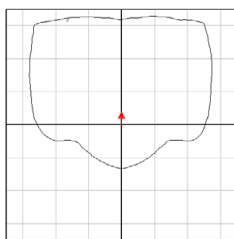
TYPE II ROADWAY MEDIUM (2RM)



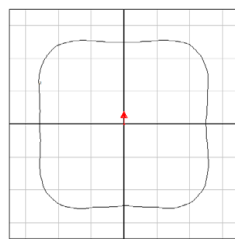
TYPE III ROADWAY MEDIUM (3RM)



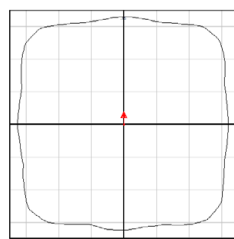
TYPE IV WIDE SHORT (4WS)



TYPE V SQUARE SHORT (5QS)



TYPE V SQUARE MEDIUM (5QM)



SHIELD ACCESSORY DETAILS

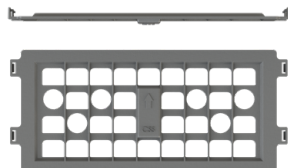
HOUSE SIDE SHIELD (HSS)

- Flat-black, injection molded plastic resin
- Tool-less, clip-on discrete shield
- Blocks light behind the fixture



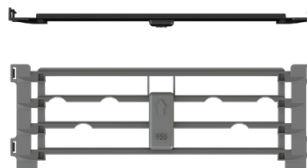
CUL-DE-SAC SHIELD (CSS)

- Flat-black, injection molded plastic resin
- Tool-less, clip-on discrete shield
- Blocks light to left and right of the fixture



FRONT SIDE SHIELD (FSS)

- Flat-black, injection molded plastic resin
- Tool-less, clip-on discrete shield
- Blocks light in front of the fixture.



SCOOP SHIELD (SS)

- Flat-black, injection-molded plastic resin
- Tool-less, clip-on discrete shield
- Blocks light behind the fixture (4WS only)



CONTROLS

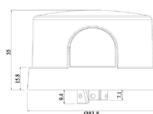
0-10 V ZHAGA OPTIONS

- ZT1: Ambient Light Control
- ZT3: IR + Ambient Light Control
- ZT4: Occupancy + IR + Ambient Light Control
- ZT5: 0-10V Zhaga Casambi BLE + ALC



PHOTOCELL OPTIONS

- PCL01: 120-277V Photocell (640J, IP65); Blue
- PCL02: 120-277V Photocell (1280J, IP66); Blue
- PCL03: 347-480V Photocell (1280J, IP66); Yellow
- PCL04: 50% Midnight Dimming, 347-480V Photocell (1280J, IP65); Brown
- PCL05: 50% Midnight Dimming, 120-277V Photocell (1280J, IP65); Brown



Performance Package	Wattage Label	Drive Current	Color Temp. (CCT)	Input Power (Watts)	TYPE II ROADWAY MED (2RM) AT 70 CRI			TYPE III ROADWAY MED (3RM) AT 70 CRI			TYPE III AREA MED (3AM) AT 70 CRI			TYPE IV WIDE SHORT (4WS) AT 70 CRI			TYPE V SQUARE SHORT (5QS) AT 70 CRI			TYPE V SQUARE MED (5QM) AT 70 CRI		
					Lumens	Efficacy (lm/W)	BUG Rating	Lumens	Efficacy (lm/W)	BUG Rating	Lumens	Efficacy (lm/W)	BUG Rating	Lumens	Efficacy (lm/W)	BUG Rating	Lumens	Efficacy (lm/W)	BUG Rating	Lumens	Efficacy (lm/W)	BUG Rating
3H	20	250mA	5000K	21.0	3,590	171	1 0 1	3,601	171	1 0 1				3,418	162	1 0 1	3,605	171	2 0 1	3,470	165	2 0 1
			4000K		3,555	169	1 0 1	3,565	170	1 0 1				3,384	161	1 0 1	3,569	170	2 0 1	3,436	163	2 0 1
			3000K		3,412	162	1 0 1	3,423	163	1 0 1				3,248	154	1 0 1	3,426	163	2 0 1	3,298	157	2 0 1
4H	30	300mA	5000K	25.4	4,291	169	1 0 1	4,305	169	1 0 1				4,085	161	1 0 1	4,309	169	2 0 1	4,148	163	2 0 1
			4000K		4,249	167	1 0 1	4,262	168	1 0 1				4,045	159	1 0 1	4,266	168	2 0 1	4,107	161	2 0 1
			3000K		4,079	160	1 0 1	4,091	161	1 0 1				3,883	153	1 0 1	4,096	161	2 0 1	3,943	155	2 0 1
5H	30	375mA	5000K	32.6	5,357	164	1 0 1	5,373	165	1 0 1				5,099	156	1 0 2	5,379	165	2 0 1	5,178	159	3 0 1
			4000K		5,304	163	1 0 1	5,320	163	1 0 1				5,049	155	1 0 1	5,325	163	2 0 1	5,127	157	3 0 1
			3000K		5,092	156	1 0 1	5,107	157	1 0 1				4,847	149	1 0 1	5,112	157	2 0 1	4,922	151	3 0 1
6H	40	483mA	5000K	42.7	6,775	159	1 0 1	6,796	159	1 0 2				6,450	151	1 0 2	6,803	159	3 0 1	6,549	153	3 0 1
			4000K		6,708	157	1 0 1	6,729	158	1 0 1				6,386	149	1 0 2	6,736	158	3 0 1	6,484	152	3 0 1
			3000K		6,440	151	1 0 1	6,459	151	1 0 1				6,131	144	1 0 2	6,466	151	3 0 1	6,225	146	3 0 1
7H	50	585mA	5000K	52.5	8,009	152	1 0 2	8,033	153	1 0 2				7,624	145	1 0 2	8,042	153	3 0 2	7,742	147	3 0 2
			4000K		7,930	151	1 0 2	7,954	151	1 0 2				7,549	144	1 0 2	7,962	152	3 0 2	7,665	146	3 0 2
			3000K		7,612	145	1 0 2	7,635	145	1 0 2				7,247	138	1 0 2	7,643	146	3 0 1	7,358	140	3 0 2
8H	60	672mA	5000K	61.2	9,024	147	1 0 2	9,051	148	1 0 2				8,590	140	1 0 2	9,061	148	3 0 2	8,722	143	3 0 2
			4000K		8,934	146	1 0 2	8,961	146	1 0 2				8,505	139	1 0 2	8,971	147	3 0 2	8,636	141	3 0 2
			3000K		8,577	140	1 0 2	8,603	141	1 0 2				8,165	133	1 0 2	8,612	141	3 0 2	8,291	136	3 0 2
9H	70	725mA	5000K	66.2	9,565	145	2 0 2	9,594	145	1 0 2				9,106	138	1 0 2	9,604	145	3 0 2	9,246	140	3 0 2
			4000K		9,470	143	2 0 2	9,499	144	1 0 2				9,016	136	1 0 2	9,509	144	3 0 2	9,154	138	3 0 2
			3000K		9,092	137	1 0 2	9,119	138	1 0 2				8,655	131	1 0 2	9,129	138	3 0 2	8,788	133	3 0 2
11H	80	924mA	5000K	81.5	11,692	143	2 0 2	11,728	144	1 0 2				11,131	137	2 0 2	11,740	144	3 0 2	11,302	139	4 0 2
			4000K		11,577	142	2 0 2	11,612	142	1 0 2				11,021	135	2 0 2	11,624	143	3 0 2	11,190	137	4 0 2
			3000K		11,114	136	2 0 2	11,147	137	1 0 2				10,580	130	1 0 2	11,159	137	3 0 2	10,743	132	4 0 2
12H	90	1029mA	5000K	90.8	12,641	139	2 0 2	12,679	140	1 0 2				12,034	133	2 0 2	12,693	140	3 0 2	12,219	135	4 0 2
			4000K		12,516	138	2 0 2	12,554	138	1 0 2				11,915	131	2 0 2	12,567	138	3 0 2	12,098	133	4 0 2
			3000K		12,015	132	2 0 2	12,052	133	1 0 2				11,438	126	2 0 2	12,064	133	3 0 2	11,614	128	4 0 2
14H	110	1281mA	5000K	114.6	14,840	129	2 0 2	14,885	130	2 0 2				14,127	123	2 0 3	14,901	130	4 0 2	14,345	125	4 0 2
			4000K		14,693	128	2 0 2	14,738	129	2 0 2				13,987	122	2 0 2	14,753	129	4 0 2	14,203	124	4 0 2
			3000K		14,105	123	2 0 2	14,148	123	2 0 2				13,428	117	2 0 2	14,163	124	3 0 2	13,634	119	4 0 2
16H	130	1449mA	5000K	130.8	16,101	123	2 0 2	16,150	124	2 0 2				15,328	117	2 0 3	16,167	124	4 0 2	15,563	119	4 0 2
			4000K		15,941	122	2 0 2	15,990	122	2 0 2				15,176	116	2 0 3	16,007	122	4 0 2	15,409	118	4 0 2
			3000K		15,304	117	2 0 2	15,350	117	2 0 2				14,569	111	2 0 3	15,366	118	4 0 2	14,793	113	4 0 2
16P	120	1365mA	5000K	122.9	16,387	133	3 0 3	16,434	134	2 0 2	15,756	128	2 0 2	15,202	124	2 0 2	16,278	132	2 0 2	15,389	125	4 0 2
			4000K		16,225	132	3 0 3	16,271	132	2 0 2	15,600	127	2 0 2	15,051	122	2 0 2	16,117	131	2 0 2	15,237	124	4 0 2
			3000K		15,576	127	3 0 3	15,620	127	2 0 2	14,976	122	2 0 2	14,449	118	2 0 2	15,472	126	2 0 2	14,628	119	4 0 2
18P	140	1608mA	5000K	143.2	18,151	127	3 0 3	18,203	127	2 0 2	17,452	122	3 0 3	16,838	118	3 0 3	18,030	126	3 0 3	17,046	119	4 0 2
			4000K		17,972	125	3 0 3	18,023	126	2 0 2	17,280	121	3 0 3	16,672	116	3 0 3	17,852	125	3 0 3	16,877	118	4 0 2
			3000K		17,253	120	3 0 3	17,302	121	2 0 2	16,588	116	2 0 3	16,005	112	2 0 3	17,138	120	2 0 2	16,202	113	4 0 2
20P	160	1709mA	5000K	164.4	19,771	120	3 0 3	19,827	121	2 0 3	19,010	116	3 0 3	18,341	112	3 0 3	19,639	119	3 0 3	18,567	113	4 0 2
			4000K		19,575	119	3 0 3	19,631	119	2 0 2	18,822	114	3 0 3	18,159	110	3 0 3	19,445	118	3 0 3	18,383	112	4 0 2
			3000K		18,792	114	3 0 3	18,846	115	2 0 2	18,069	110	3 0 3	17,433	106	3 0 3	18,667	114	3 0 3	17,648	107	4 0 2

POLE INFORMATION

• Solais offers a full line of aluminum and steel poles, brackets and accessories for your installation. For more information, consult factory.

SQUARE STRAIGHT
▪ 8- to 39-ft. height options



ROUND STRAIGHT
▪ 8- to 35-ft. height options



SQUARE TAPERED
▪ 20- to 50-ft. height options



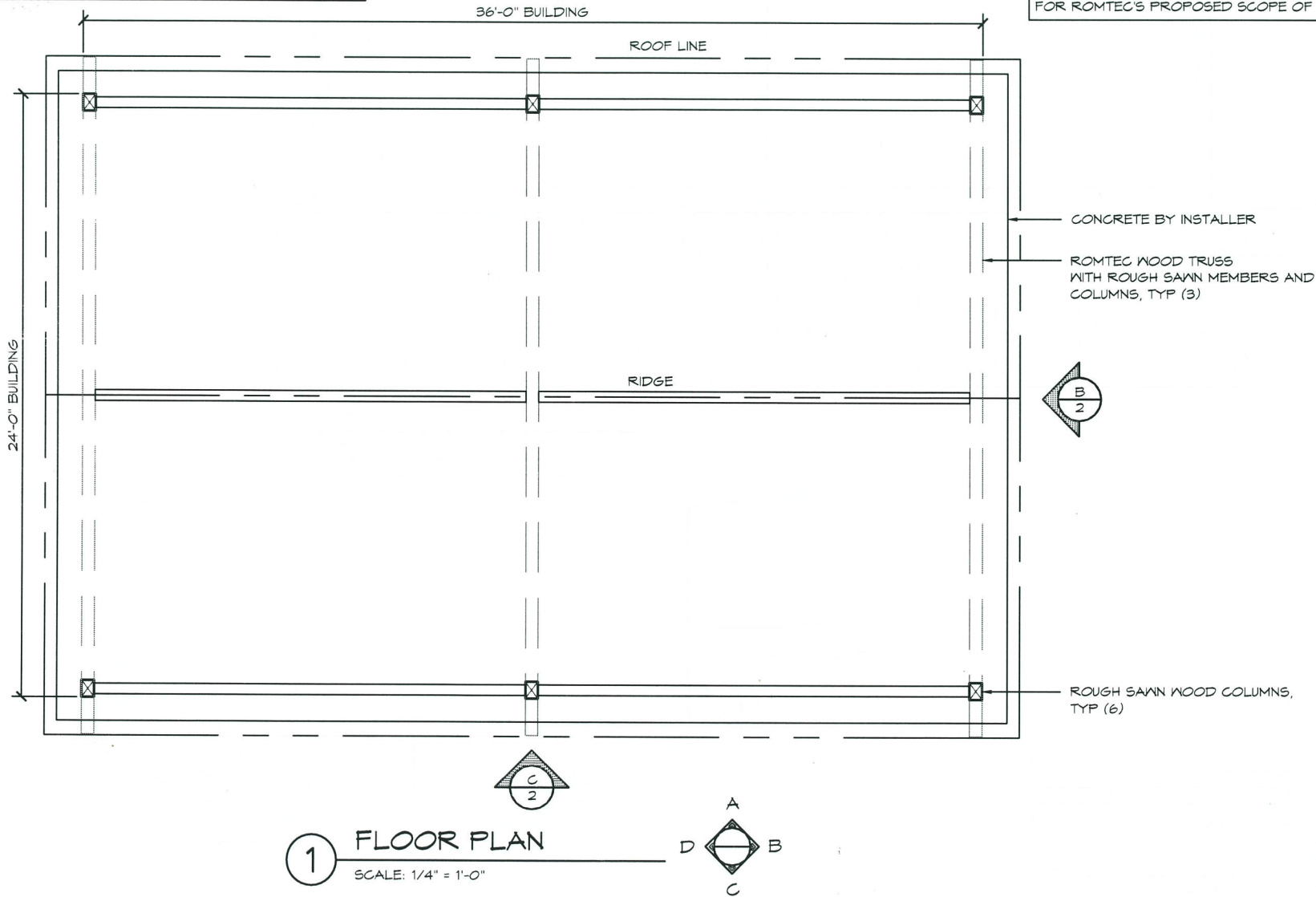
ROUND TAPERED
▪ 8- to 39-ft. height options
▪ 45- to 70-ft. telescoping height options



HINGED TAPERED
▪ 20- to 39-ft. height options



LEGEND		
SYMBOL	DESCRIPTION	AREA/ QUANTITY
	WOOD TRUSS	3
	GLU-LAM BEAMS	6



THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.



18240 NORTH BANK ROAD - ROSEBURG, OR 97470
(541) 496-3541 FAX (541) 496-0633

PRELIMINARY

PROJECT: 3012

DATE: 00/00/15

REVISIONS

DRAWN BY: TH

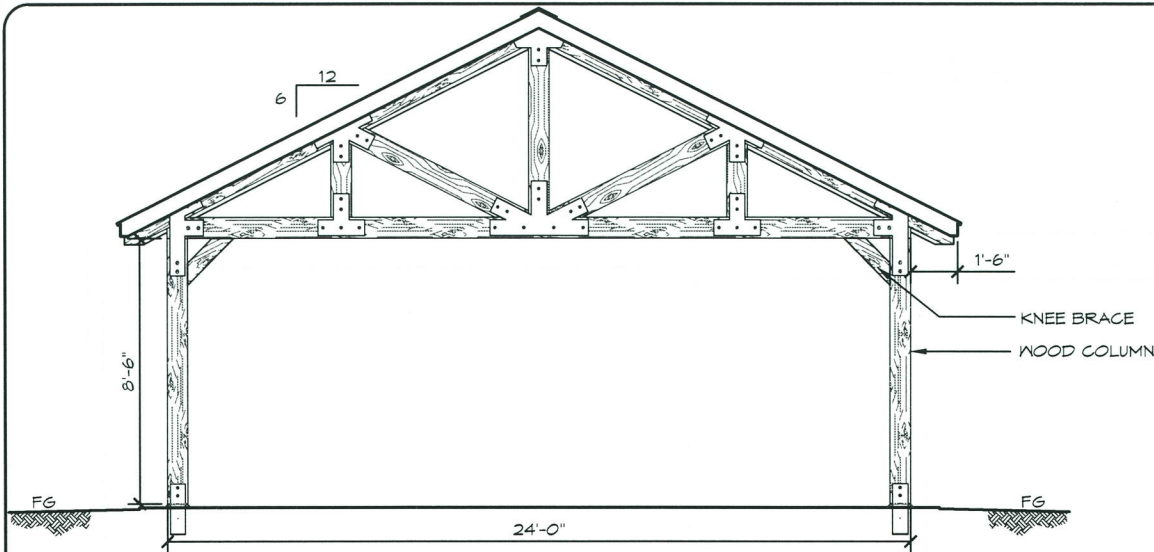
SHEET NO. 1

PROJECT: 3012 WOOD PAVILION - OPEN DIMENSIONAL WOOD FRAME

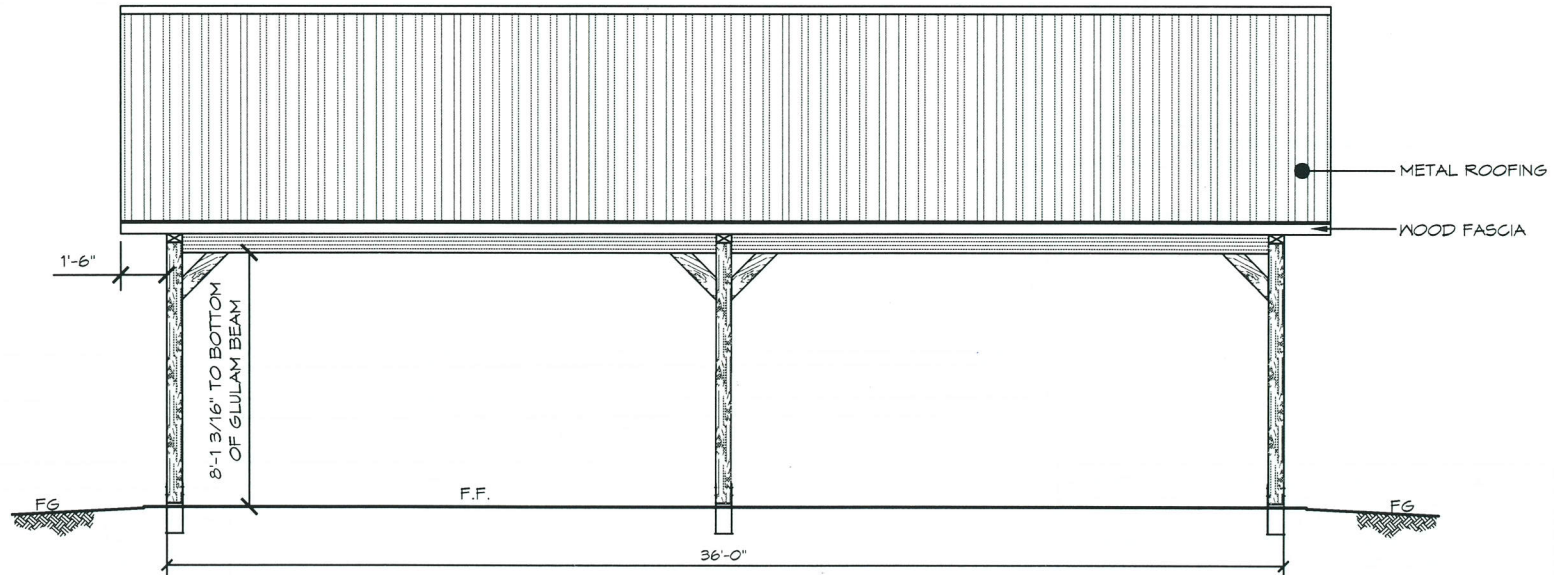
CUSTOMER PROJECT LOCATION

SHEET TITLE: FLOOR PLAN

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B ELEVATION VIEW
SCALE: 1/4" = 1'-0"



C ELEVATION VIEW
SCALE: 1/4" = 1'-0"

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.

ROMTEC

18240 NORTH BANK ROAD - ROSEBURG, OR 97470
(541) 485-3541 FAX (541) 485-0803

PRELIMINARY

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PROJECT: 3012 WOOD PAVILION - OPEN DIMENSIONAL WOOD FRAME

CUSTOMER PROJECT LOCATION

PROJECT#:

MODEL#:

DATE: 3012

REVISIONS

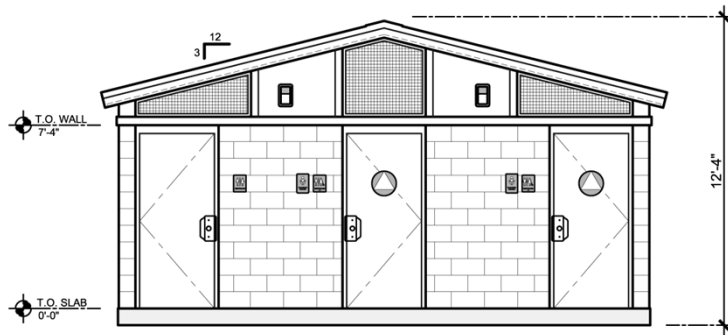
REV. DATE BY

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SHEET NO.

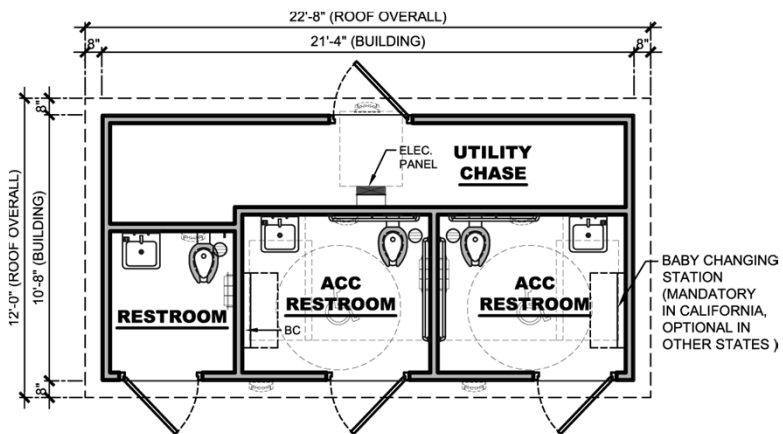
2

SHEET TITLE: ELEVATION



ELEVATION

SCALE: 1/8"=1'0"



FLOOR PLAN

SCALE: 1/8"=1'0"

NOTE: STAINLESS FIXTURES



NOTE:
DOOR PICTOGRAM
(MANDATORY IN CALIFORNIA)
OPTIONAL IN OTHER STATES

PERSPECTIVE

(FINISHES SUBJECT TO CHANGE)

RESTROOM BUILDING PS-033 PLAYGROUND SERIES

135 USERS/HR.



www.PublicRestroomCompany.com

2587 BUSINESS PARKWAY

MINDEN NEVADA 89423

P: 888-888-2060 F: 888-888-1448

BUYBOARD 2019

ARTIST IMPRESSION: 3D RENDERING ONLY FOR REPRESENTATION. COLORS AND MATERIALS ARE SUBJECT TO CHANGE
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OWNER / GENERAL CONTRACTOR AND PUBLIC RESTROOM COMPANY RESPONSIBILITIES

PUBLIC RESTROOM COMPANY RESPONSIBILITIES:

1. PROVIDE FULL ARCHITECTURAL PLANS AND ENGINEERING CALCULATIONS, STAMPED BY STATE GOVERNING AGENCY SUITABLE FOR GENERAL CONTRACTOR TO FILE FOR REQUIRED BUILDING PERMIT.
2. FURNISH AND INSTALL UNDERGROUND UTILITIES UNDER SLAB (INCLUDING TRENCHING) EXTENDING 6 FEET MAX. BEYOND THE BUILDING LINE, MIN. OF 24" - MAX OF 36" BELOW GRADE.
3. FURNISH AND INSTALL SLAB TO FOUNDATION ANCHORS PER DETAILS INCLUDED HEREIN. APPLICABLE ONLY TO BUILDINGS WITH FOUNDATIONS.

GENERAL NOTES:

1. THE DIFFERENCE IN THE ELEVATION BETWEEN THE FINISH FLOOR OF THE BUILDING AT EXTERIOR DOORS AND THE SIDEWALK OUTSIDE IS 1/4" MAX. PRC RECOMMENDS SIDEWALK TO BE FLUSH WITH FINISH FLOOR AT ALL DOORS.
2. THE PLAN & DETAILS HEREIN ARE SPECIFIC TO THE BUILDING SIZE AND MODULE CONFIGURATION OF THIS BUILDING MODEL.

OWNER / GENERAL CONTRACTOR RESPONSIBILITIES:

1. PREPARE BUILDING PAD AND OR FOUNDATION.
2. PROVIDE SITE PLAN & ENGINEERED FOUNDATION PLAN (IF APPLICABLE) AND ATTACH IT TO THE PUBLIC RESTROOM COMPANY'S DEPARTMENT OF HOUSING APPROVED DOCUMENTS AND OBTAIN NECESSARY PERMITS FROM LOCAL JURISDICTION.
3. VERIFY AND SCHEDULE NECESSARY INSPECTIONS WITH LOCAL JURISDICTION FOR SITE PERFORMED WORK BY OTHERS, AND FOR UNDER BUILDING SLAB PLUMBING CONNECTIONS MADE BY PRC.
4. COORDINATE SEWER INVERT ELEVATION WITH THE PUBLIC RESTROOM COMPANY PRIOR TO BUILDING INSTALLATION, VERIFY & COORDINATE LOCATION OF EXISTING UTILITIES INCLUDING WATER METER SIZE, TYPE, AND LOCATION OF EXISTING UTILITIES COMING INTO THE BUILDING SUPPLIED BY PRC
5. MAKE FINAL UTILITY CONNECTIONS (INCLUDING NECESSARY UTILITY BOXES).
6. PREPARE SITE FOR MINIMUM ALLOWABLE SOIL BEARING PRESSURE OF 1,500 psf, WITH SUB-GRADE COMPACTED TO 90% M.D.D.
7. SUPPLY AND STOCK PILE REQUIRED QUANTITY OF COARSE MASON SAND WITHIN BUILDING PROXIMITY FOR USE BY PRC FOR UTILITY TRENCH BACKFILL.
8. PROJECTS WITH FOOTINGS: PROVIDE SLEEVES IN FOOTINGS ACCORDING TO UTILITY LOCATION PLAN AND PAD / FOUNDATION PLAN DIRECTION.

GENERAL SITE CONDITION LIABILITY NOTE:

PUBLIC RESTROOM COMPANY (PRC) PROVIDES BUILDING PAD / FOUNDATION PLAN DRAWINGS FOR PLACEMENT OF OUR BUILDING ON SITE FOUNDATIONS / PADS FOR **REFERENCE ONLY**. PRC DRAWINGS DO NOT INCORPORATE SITE DESIGN FOR LOCAL CODES, SOILS CONDITIONS, FOOTING REQUIREMENTS, AND / OR ANY OTHER CONTRIBUTING SITE FACTORS UP TO AN INCLUDING HIGH WATER TABLES. IT IS THE RESPONSIBILITY OF THE OWNER / GENERAL CONTRACTOR TO PROVIDE A PROPER SITE DESIGN TO ACCOMMODATE THE BUILDING AS WELL AS PROVIDE PROPER SITE CRITERIA SO PRC MAY MODEL SEWER, WATER, AND ELECTRICAL DESIGNS WITHIN THE BUILDING. OUR BUILDING DESIGN INCLUDES AN 8" THICK REINFORCED CONCRETE SLAB AND ASSUMES FULL SLAB BEARING ON SOILS WITH A MINIMUM OF 1500 PSF BEARING CAPACITY. OUR BUILDING DESIGNS SURCHARGE THE SOIL BENEATH THE MAT SLAB AT APPROXIMATE 208 PSF. ANY BUILDING FOUNDATION IN ADDITION TO THE INTEGRAL MAT SLAB ARE SHOWN FOR **REFERENCE ONLY** AND SHOULD BE VERIFIED BY A LICENSED SOILS ENGINEER TO CONFORM WITH REQUIRED CODES.

PRC ASSUMES NO LIABILITY FOR THE OWNER OR GENERAL CONTRACTOR ACCEPTANCE OF THESE TYPICAL DRAWINGS WITHOUT VERIFICATION BY A LICENSED SOILS / FOUNDATION ENGINEER.



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BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

-

DATE: - DRAWN BY:

PROJECT #: -

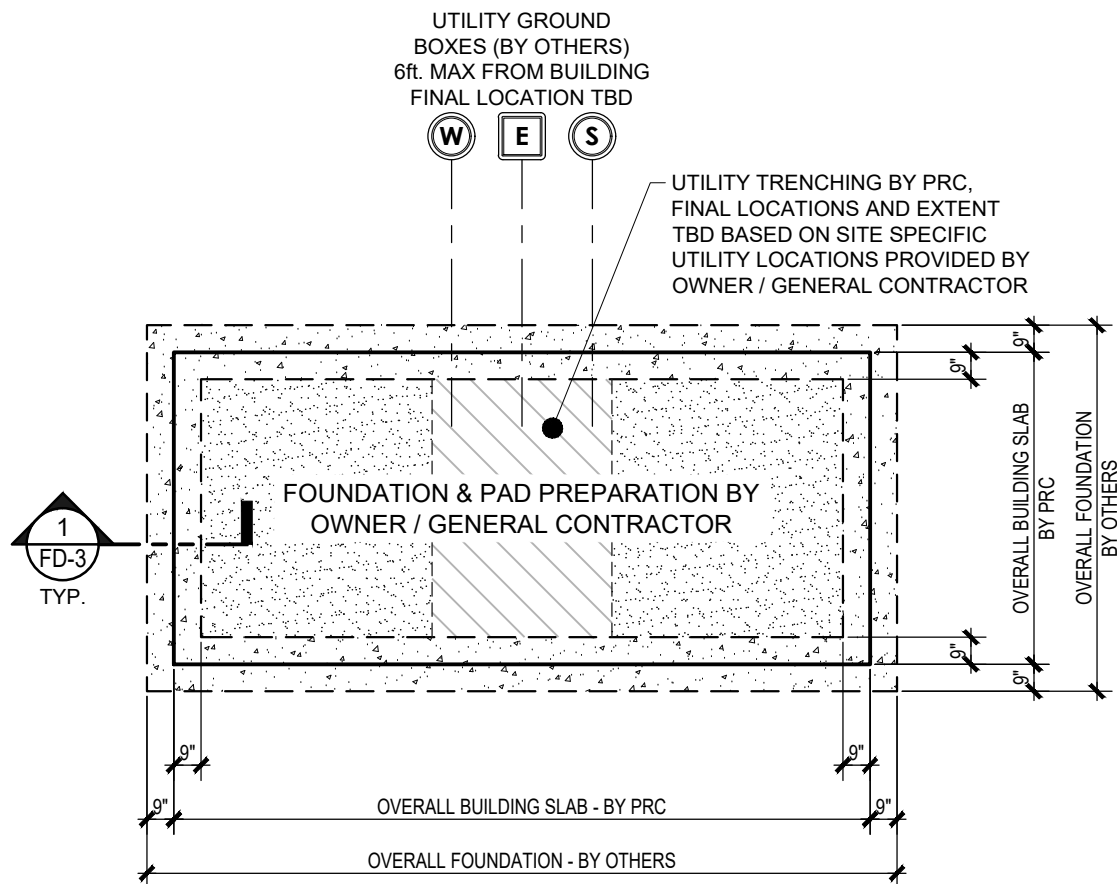
SHEET:

1 OF 4

FD-1

NOTES:

1. BOTTOM OF PRE-FAB BLDG. MANUFACTURERS SLAB IS DEAD FLAT. TOP OF FOOTINGS & COMPACTED BACK FILL MUST BE DEAD LEVEL. POUR FOOTING WITH LASER TRANSIT TO VERIFY TOP OF FOOTING. IF SHIM PLATES ARE REQUIRED A CHANGE ORDER IS REQUIRED.
2. REQUIRED ALLOWABLE SOIL BEARING PRESSURE = 1500 PSF; FIELD VERIFIED BY OTHERS



1
FD-2

EXAMPLE FOUNDATION / PAD PREPARATION PLAN
SCALE: NOT TO SCALE

BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

DATE: - DRAWN BY:

PROJECT #: -

SHEET:

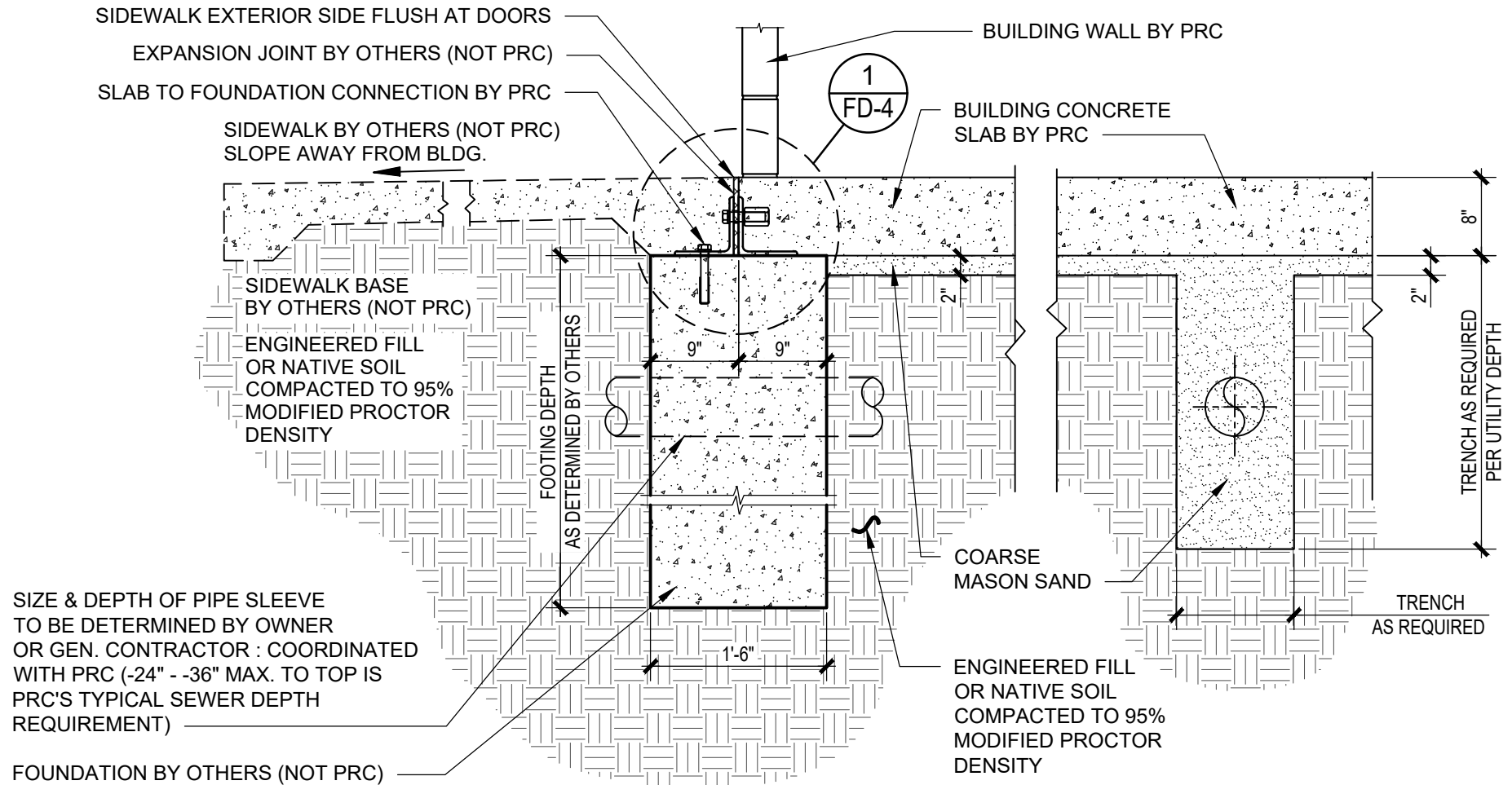
FD-2

2 OF 4

NOTES:

1. BOTTOM OF PRE-FAB BLDG. MANUFACTURERS SLAB IS DEAD FLAT. TOP OF FOOTINGS & COMPACTED BACK FILL MUST BE DEAD LEVEL. POUR FOOTING WITH LASER TRANSIT TO VERIFY TOP OF FOOTING. IF SHIM PLATES ARE REQUIRED A CHANGE ORDER IS REQUIRED.

2. REQUIRED ALLOWABLE SOIL BEARING PRESSURE = 1500 PSF; FIELD VERIFIED BY OTHERS



1
FD-3

TYPICAL FOUNDATION SECTION DETAIL

SCALE: NOT TO SCALE

BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

DATE: - DRAWN BY:

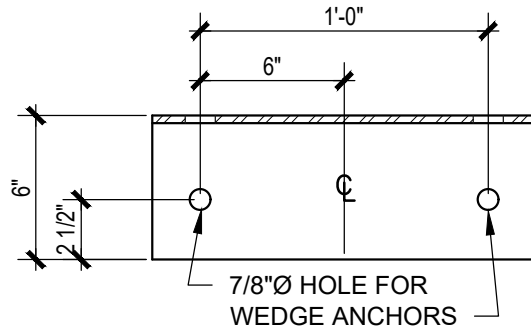
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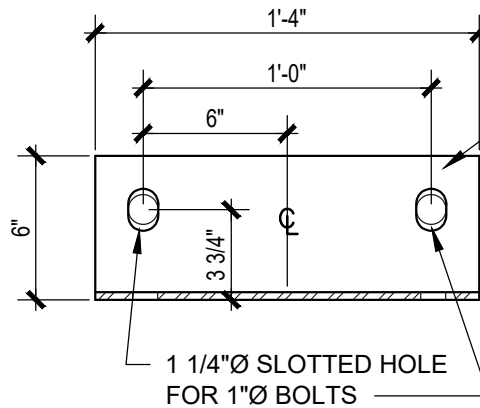
3 OF 4

FD-3

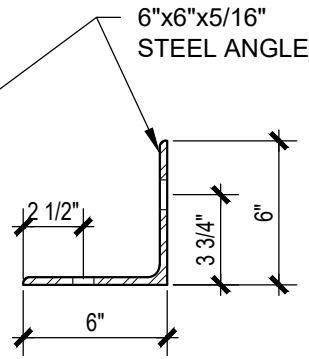
NOTE:
QUANTITY AND LOCATIONS OF ANCHORS TO BE DETERMINED BY PRC ENGINEER



TOP VIEW



FRONT VIEW



SIDE VIEW

BUILDING WALL BY PRC

8" CONCRETE SLAB
 BY PRC

STEEL ANGLE CONNECTOR
 BOLTED TO PRC SLAB

3/4" DIA. x 5 3/4" MIN.
 SIMPSON STRONG BOLT 2
 WEDGE ANCHOR
 (MIN. 4 1/8" EMBEDMENT)

CONC. SLAB
 (BY OTHERS)

FOUNDATION
 (BY OTHERS)

1
 FD-4

SLAB TO FOUNDATION ANCHOR DETAIL (BY PRC)

SCALE: NOT TO SCALE

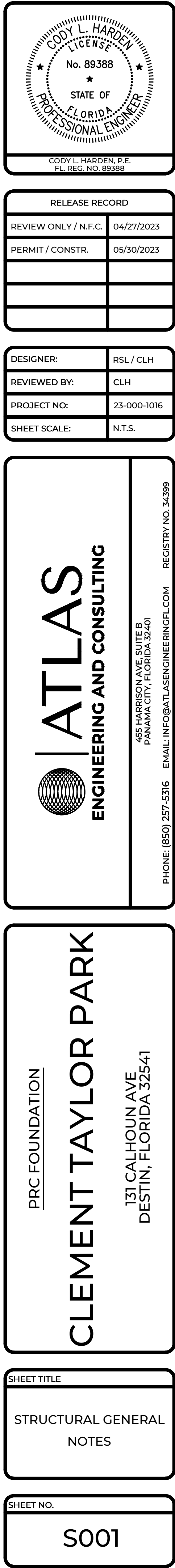
COMPONENTS AND CLADDING (PER ASD)						
ROOF: (LOADING IN PSF)						
	ZONE 1 (INTERIOR)		ZONE 2 (EDGE)		ZONE 3 (CORNER)	
TRIBUTARY AREA (SQFT)	(+)	(-)	(+)	(-)	(+)	(-)
10	24.35	68.06	24.35	89.92	24.35	118.02
20	22.19	58.52	22.19	77.64	22.19	101.10
100	17.15	36.36	17.15	49.12	17.15	61.82
WALLS: (LOADING IN PSF)						
	ZONE 4 (INTERIOR)		ZONE 5 (EDGE/CORNER)		OVERHANG	
TRIBUTARY AREA (SQFT)	(+)	(-)	(+)	(-)	ZONE 2 (+)	ZONE 3 (-)
10	36.84	39.96	36.84	49.33	9.60 115.52	
20	35.18	38.30	35.18	46.01		
100	31.33	34.45	31.33	38.30	9.60 143.62	

MINIMUM LAP SPICE LENGTH (IN.) - 3000 PSI CONCRETE						
	No. 3	No. 4	No. 5	No. 6	No. 7	No. 8
FOOTINGS (HORIZ.)	21	23	29	37	50	-
VERT. DOWELS	22	29	36	43	63	72
MINIMUM LAP SPICE LENGTH (IN.) - 4000 PSI CONCRETE						
	No. 3	No. 4	No. 5	No. 6	No. 7	No. 8
BEAMS/SLABS	-	-	-	-	-	-
- TOP BARS	22	29	36	43	63	72
- OTHER	21	21	26	31	39	51
COLUMNS	16	18	19	22	37	45
C.I.P. WALLS	-	-	-	-	-	-
- VERT. (1 MAT)	21	21	22	25	39	51
- VERT. (2 MATS)	16	18	19	22	34	43
- HORIZONTAL	16	19	27	37	60	74

	COMPRESSION PARALLEL TO GRAIN	$F_c \parallel = 1835 \text{ PSI}$
	HORIZONTAL SHEAR	$F_v = 425 \text{ PSI}$
	MODULUS OF ELASTICITY	$E = 1,300,000 \text{ PSI}$
7.3.4.	GLULAM BEAMS SHALL HAVE THE FOLLOWING MINIMUM ALLOWABLE STRESSES AND PROPERTIES:	
	ALLOWABLE BENDING STRESS	$F_b = 3000 \text{ PSI}$
	COMPRESSION PERPENDICULAR TO GRAIN	$F_c \perp = 805 \text{ PSI}$
	TENSION PARALLEL TO GRAIN	$F_t \parallel = 1350 \text{ PSI}$
	HORIZONTAL SHEAR	$F_v = 300 \text{ PSI}$
	MODULUS OF ELASTICITY	$E = 2,100,000 \text{ PSI}$
7.3.5.	PRESERVED GLULAM BEAMS SHALL HAVE THE FOLLOWING MINIMUM ALLOWABLE STRESSES AND PROPERTIES:	
	ALLOWABLE BENDING STRESS	$F_b = 2400 \text{ PSI}$
	COMPRESSION PERPENDICULAR TO GRAIN	$F_c \perp = 740 \text{ PSI}$
	HORIZONTAL SHEAR	$F_v = 300 \text{ PSI}$
	MODULUS OF ELASTICITY	$E = 1,800,000 \text{ PS}$
7.4.	STRUCTURAL PANELS	
7.4.1.	FLOOR PANELS SHALL BE CONSTRUCTED WITH TONGUE AND GROOVE APA RATED, 1/2" MINIMUM THICKNESS, 24" MAXIMUM JOIST SPACING.	

9. PROVIDE 3 GAUGE GALVANIZED HORIZONTAL JOINT REINFORCING AT ALTERNATE BLOCK JOINTS. PROVIDE 3 GAUGE GALVANIZED VERTICAL JOINT REINFORCING AT ALL BLOCK JOINTS. PROVIDE PREFABRICATED "TEE" OR CORNER SECTIONS AT WALL INTERSECTIONS.
10. CONTROL JOINTS SHALL BE CONSTRUCTED IN CONCRETE MASONRY CONSTRUCTION AT A MAXIMUM HORIZONTAL SPACING BETWEEN JOINTS OF 25'-0" AND NOT MORE THAN 126" FROM CORNERS. SEE ARCHITECTURAL DRAWINGS FOR EXACT LOCATIONS. CONSTRUCT INTERIOR CORNER JOINTS AT MAXIMUM HORIZONTAL SPACING OF 32'-0" OR 16'-0" FROM CORNERS. NO JOINTS SHALL BE LOCATED WITHIN 2'-0" OF STEEL BEAM BEARINGS. HORIZONTAL WALL REINFORCING SHALL BE STOPPED EACH SIDE OF CONTROL JOINTS. SEE ARCHITECTURAL DRAWINGS FOR SEALANT REQUIREMENTS AT CONTROL JOINTS.
11. SUBMIT PROPOSED GROUT MIX DESIGNS FOR REVIEW PRIOR TO USE. MIX NUMBER OR OTHER POSITIVE IDENTIFICATION SHALL UNIQUELY IDENTIFY MIX.
12. USE OF SUPERPLASTICIZER IS PROHIBITED.
13. CELLS TO BE GROUT FILLED SHALL HAVE VERTICAL ALIGNMENT SUFFICIENT TO MAINTAIN A CLEAR, UNOBSTRUCTED, CONTINUOUS VERTICAL GROUT SPACE.
14. CLEANOUT OPENINGS SHALL BE PROVIDED AT THE BOTTOM OF CELLS TO BE GROUT FILLED IF EACH POUR IN EXCESS OF 5 FEET IN HEIGHT. AFTER INSPECTION AND BEFORE GROUTING, THE REBAR SHALL BE TIED AT THE CLEANOUTS AND THE CLEANOUTS SHALL BE SEALED.
15. ANY OVERHANGING MORTAR OR OTHER OBSTRUCTION OR DEBRIS SHALL BE REMOVED FROM THE INSIDES OF SUCH CELL WALLS.

- 21.7. ALL STRUCTURAL STEEL EXPOSED TO EXTERIOR CONDITIONS SHALL BE HOT DIPPED GALVANIZED PER ASTM A133 AND ALL FASTENERS AND HARDWARE SHALL BE HOT DIPPED GALVANIZED PER ASTM A153.
- 21.8. GROUT UNDER BEARING PLATES SHALL BE NON-METALLIC, NON-SHRINK TYPE WITH A COMPRESSIVE STRENGTH OF AT LEAST 5,000 PSI IN 28 DAYS.
- 21.9. THE CAMBER OF STEEL MEMBERS SHALL BE VERIFIED IN THE SHOP AND THE FIELD. WHEN NO CAMBER IS INDICATED, TURN THE MEMBER NATURAL CAMBER UP.
- 21.10. APPLY FIREPROOFING TO STEEL STRUCTURE CALCULATING THE THICKNESS OF FIREPROOFING BY COMPARING THE ACTUAL MEMBER SIZE TO THE MEMBER SIZE USED IN THE DESIGNATED UL RATING AND ADJUSTING APPROPRIATELY.
22. **RAILINGS AND HANDRAILS:**
 - 22.1. ENGINEERED RAILING SYSTEM AND CONNECTION OF SAME TO THIS STRUCTURE SHALL BE DESIGNED BY AN ENGINEER REGISTERED IN THE STATE OF FLORIDA.
 - 22.2. THE CONFIGURATION OF THE RAILING SYSTEM SHALL BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.
 - 22.3. RAILING SYSTEM AND CONNECTIONS SHALL BE DESIGNED FOR APPLICABLE LOADS AS INDICATED ON THE DRAWINGS AND IN THE BUILDING CODE.



CREDITS FOR EXISTING TREES (2" TO 6" DIAMETER) ON SITE	(9 TREES X 2 CREDITS PER TREE):	18
CREDITS FOR EXISTING TREES (7" TO 12" DIAMETER) ON SITE	(71 TREES X 3 CREDITS PER TREE):	213
CREDITS FOR EXISTING TREES (13" TO 19" DIAMETER) ON SITE	(38 TREES X 4 CREDITS PER TREE):	152
CREDITS FOR EXISTING TREES (20" TO 24" DIAMETER) ON SITE	(30 TREES X 5 CREDITS PER TREE):	150
TOTAL REFORESTATION CREDITS FOR EXISTING, PROTECTED OR PRESERVED TREES:		533
REFORESTATION TREES (1 PER ACRE, 3.44 X 10 = 35) REQUIRED ON SITE:		35
REPLACEMENT TREES (REMOVAL OF TREES OVER 12" D.B.H.) REQUIRED ON SITE:		0
REFORESTATION TREE REQUIRED ON SITE:		35
TOTAL REFORESTATION CREDITS FOR EXISTING, PROTECTED OR PRESERVED TREES:		533
TOTAL REFORESTATION AND REPLACEMENT TREES FOR PROTECTED OR PRESERVED TREES:		-498
PERIMETER TREES REQUIRED ON SITE: 314' / 50' = 7		7
PARKING LOT TREES (1 PER END ROW LANDSCAPE ISLAND) REQUIRED ON SITE:		5
PROTECTED TREES TO BE REPLACED		0
TOTAL TREES REQUIRED:		12
TOTAL TREES PROVIDED:		510

Diagram illustrating the components and specifications for a tree planting site:

- GUYS (3 REQ'D) WITH 120" SEPARATION SEE SPECS.
- ROOT BALL 2" - 3" ABOVE FINISH GRADE
- PROVIDE RAINBIRD BUBBLER PROVIDE 5 GPM
- TOP OF STAKES 2" BELOW FINISH GRADE
- SCARIFY ROOT BALL
- PLANTING BACKFILL: PUDDLE, SETTLE & COMPACT TO REMOVE AIR POCKETS
- OSMOCOTE FERTILIZER APPLY PER MFG.T'S INSTRUCTIONS
- 3" MULCH
- 4" WATERING BERM
- EXISTING GREENS (RET.)
- REMOVE TREE (IND.)
- DO NOT EXPOSE TO TREE OR "DIPPER"

PROTECTIVE FENCE D

EXISTING TREES

PROTECTIVE FENCE

EXISTING GRADE UNDISTURBED

ALLOW NO FILL OVER CANOPY DRIP LINE

ELEVATION

CONTINUOUS 2"x4" TOP RAIL

48" SAND OR SNOW FENCE, CONTINUOUS

48"

6' O.C.

2"x4" POSTS

6' to

TREE PROTECTION FENCING DETAIL

No. Scale

PROVIDED BY THE DEVELOPER, NOT TO SCALE

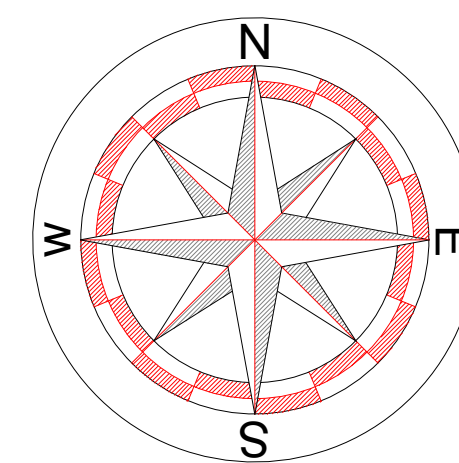
ALL 3:1 SWALE SIDESLOPES ARE TO BE STABILIZED WITH EROSION CONTROL FABRIC TO PREVENT EROSION.
ALL PLANT MATERIAL TO BE WATERED WITH AN AUTOMATIC IRRIGATION SYSTEM.
IRRIGATION SYSTEM SHALL BE DESIGNED TO AVOID WATER COVERAGE ON SIDEWALKS AND PARKING AREAS.
ALL LANDSCAPING WITHIN THE VISION TRIANGLE SHALL COMPLY WITH DESTIN LDC CHAPTER 8.03.06.
NO TREE PLANTING SHALL OCCUR WITHIN 10' OF ANY EXFILTRATION COMPONENT.
ALL AREAS NOT LANDSCAPED TO BE STABILIZED.
A MINIMUM OF 75 PERCENT OF ALL PLANT MATERIAL USED MUST BE NATIVE TO NORTHWEST FLORIDA. [12.04.05(E)(2)]
ALL TREES TO BE A MINIMUM OF 10' IN HEIGHT AND BE NO LESS THAN 2.5" IN CALIPER AT THE TIME OF PLANTING.
ALL SHRUBS TO BE A MINIMUM OF 12" AT THE TIME OF PLANTING, REQUIRED PARKING LOT HEDGE TO BE 36" TALL AT TIME OF PLANTING
75% OF ALL PLANT MATERIAL SHALL BE NATIVE TO NORTHWEST FLORIDA.
****ALL AREAS NOT OPEN SPACE TO BE STABILIZED WITH BERMUDA GRASS.

 REPRESENTS ONE, LIVE OAK, *Quercus geminata*
MINIMUM OF 10' IN HEIGHT AND BE NO LESS THAN 2.5" IN CALIPER AT THE TIME OF PLANTING.

**PROVIDE 1" SCHEDULE 40 PVC MAINLINE, PROVIDE A PRESSURE COMPENSATING BUBBLER TO EACH TREE TO PROVIDE 3-4.5 GALLONS PER WATERING. PROVIDE WELL OR GRAY WATER TAP, CONNECT TO TIMER AND BACK FLOW PREVENTER AS REQUIRED.

0 10' 30' 60'

SCALE: 1" = 30'-0"



bradford robert davis
LANDSCAPE ARCHITECT
340 oak avenue
santa rosa beach, fl 32459
telephone 850.974.0616
bradfordrdavis@gmail.com
www.brlda.com
fl 0001730
lc26000474

data provision

CLEMENT TAYLOR PARK
PREPARED FOR JENKINS ENGINEERING
DESTIN, FLORIDA

PERMIT SET

8/1/23



STRUTHERS
RECREATION

Clement Taylor Park
Option 2





STRUTHERS
RECREATION

Clement Taylor Park
Option 2

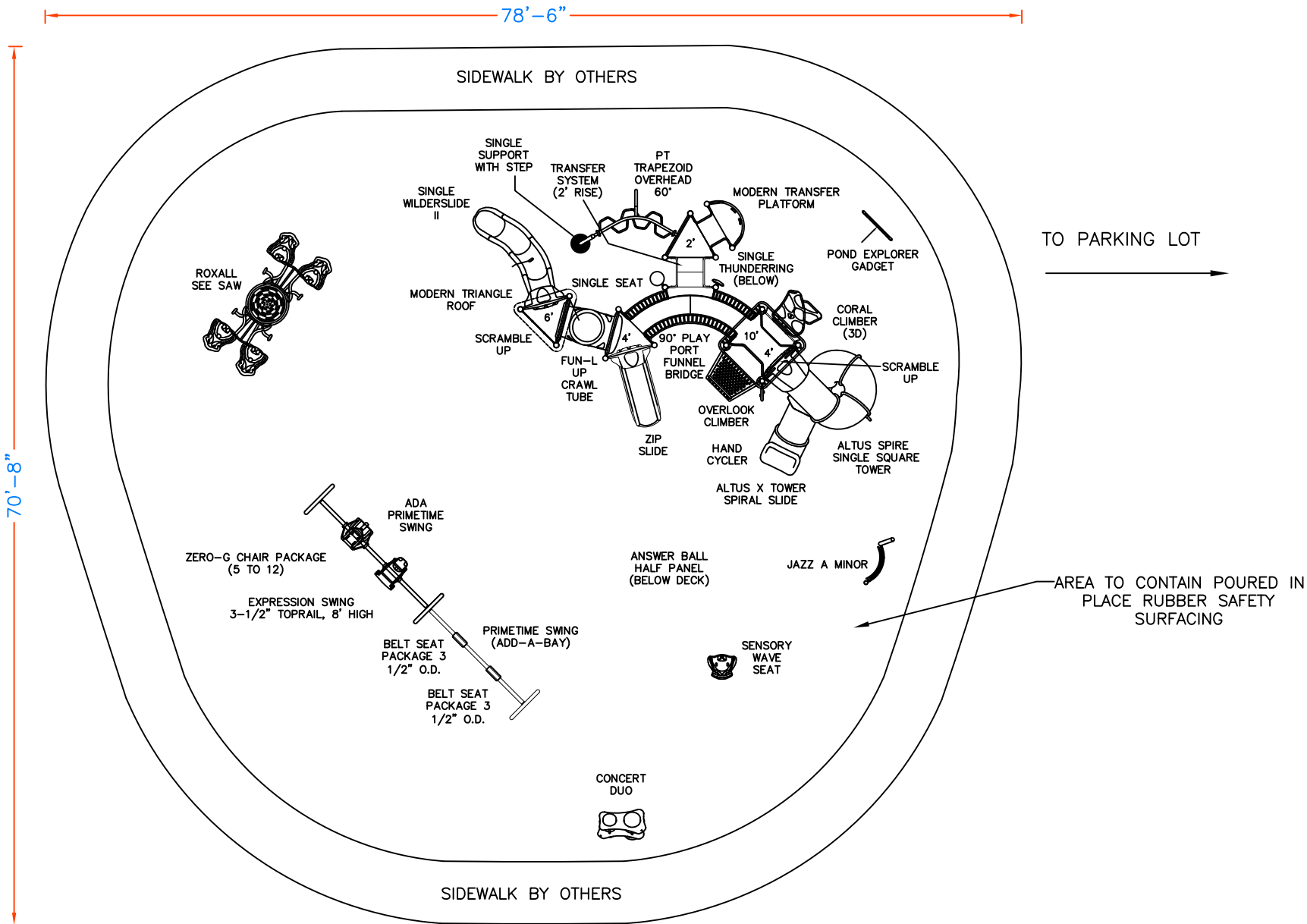




STRUTHERS
RECREATION

Clement Taylor Park
Option 2





**RFP NO. 24-02-REC
ATTACHMENT NO. 9
SAMPLE CONTRACT**

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: _____

Contract/Lease Control #: _____

Procurement#: _____

Contract/Lease Type: _____

Award To/Lessee: _____

Owner/Lessor: CITY OF DESTIN

Effective Date: _____

Expiration Date: Insert Date and # of Renewals

Description of: _____

Department: _____

Department Monitor: _____

Monitor's Telephone #: _____

Monitor's FAX # or E-mail: _____

Closed: _____

CC: CITY CLERK
CITY MANAGER
CITY ATTORNEY

AGREEMENT BETWEEN CITY OF DESTIN, FLORIDA AND
[INSERT CONTRACTOR NAME]
CONTRACT ID NUMBER;

This AGREEMENT made and entered into this _____ day of _____, 2024, between the CITY OF DESTIN, FLORIDA (hereinafter referred to as "CITY" or "OWNER") and _____, with an address at _____, _____ City _____, Florida Zip Code _____ (hereinafter referred to as "CONTRACTOR").

WHEREAS, the CITY is in need of a contractor to provide _____ services; and

WHEREAS, pursuant to the City of Destin Purchasing Manual, the City obtained sealed bids from contractors to perform said services and a copy of the Contractor's proposal is included as Attachment "A"; and

WHEREAS, the Contractor is a certified and insured entity with the necessary experience to provide the desired services; and

WHEREAS, the CITY desires to enter into this Agreement with Contractor to provide the Services to the CITY per task order based on the prices listed in Attachment "A"; and

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 CONTRACTOR agree as set forth below.

1. **Recitals and Attachments.** The Recitals set forth above are hereby incorporated into this Agreement and made a part hereof for reference. The following documents are attached to this Agreement and fully incorporated herein by this reference:

Attachment "A": (RFP No. _____ and Contractor's Proposal)

Attachment "B": Insurance Requirements

Attachment "C": Title VI list of pertinent nondiscrimination acts and authorities.

2. **Services.** Contractor agrees to perform the following services, _____. The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the City. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the City's needs and pursuant to the terms of this Agreement and shall report to the City accordingly. Contractor agrees to immediately inform City via telephone and in writing of any problems that could cause damage to the City. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. **Term and Renewal.** The term of this Agreement shall begin on when all parties have signed and shall continue for three (3) years. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement. Contractor may submit an updated Pricing List under the same terms and conditions herein every sixty (60) days as needed. The City Manager or City Manager's designee has the right to review and approve all pricing updates.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to two (2) one (1)

year renewals.

4. **Compensation.** The Contractor agrees to provide the Services to the City, including materials and labor per task order based on prices listed in Attachment "A".

A Contractor shall submit an invoice to the City upon of task orders. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the City with any additional documentation requested to process the invoices.

B. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating City Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the City after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

C. Availability of Funds. The City's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the City Council.

Contractor shall make no other charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the City. If the City disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. **Ownership of Documents and Equipment.** All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the City only. Any other use by Contractor or other parties shall be approved in writing by the City. If requested, Contractor shall deliver the documents to the City within fifteen (15) calendar days.

6. **Insurance.** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the City and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. **Termination and Remedies for Breach.**

A. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the City shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the City shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure

such default. If the default remains uncured after thirty (30) days the City may terminate this Agreement, and the City shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, City shall pay for services rendered as of the date of termination.

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the City and the City shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the City for damages sustained by it by virtue of a breach of the Agreement by Contractor and the City may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.
- B. Termination for Convenience of City. The City may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- C. Termination for Insolvency. The City also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- D. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. **Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa City, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the City to file a lawsuit to enforce any term or provision under this Agreement, then the City shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.** Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28, Florida Statutes.

9. **Public Records.** Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- A Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

D. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the public agency 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 the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF 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 CITY OF DESTIN'S CITY CLERK'S OFFICE, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA, 32541; (850) 837-4242; CLERKSDEPARTMENT@CITYOFDESTIN.COM.

10. Audit. The City and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the City:	Louis Zunguze City Manager 4200 Indian Bayou Trail 850-837-4242 lzunguze@cityofdestin.com	With a copy to: Kimberly Romano Kopp City Attorney P.O. Box 5524 Destin, FL 32541 kkopp@romanokopplaw.com
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If to the Contractor:	Contact Name Entity Name, Inc. Entity Address City State Zip ()- Email Address	
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11. **Assignment.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the City. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the City.

12. **Subcontracting.** Contractor shall not subcontract any services or work to be provided to City without the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the City prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

13. **Civil Rights.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the formal quote solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

14. **Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

A **Compliance with Regulations:** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

B. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the City will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
11. Cancelling, terminating, or suspending the Agreement, in whole or in part.

F. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

15. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, City, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, City, or municipal law, ordinance, rule, or regulation.

16. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

17. **Independent Contractor.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the City as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the City's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

18. **Third Party Beneficiaries.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

19. **Indemnification and Waiver of Liability.** The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the City its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the City to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the City thereafter to enforce such provisions.

20. **Taxes and Assessments.** Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the City in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify City from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The City is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Contractor authorized to use the City's tax exemption number in securing such materials. The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

21. **Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not

participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

22. **Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments "A", "B", and "C".

23. **Severability.** If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof

24. **Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

25. **Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the City that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

26. **Liquidated Damages:** Final contract may contain liquidated damages and other possible provisions to be determined.

(Signature Page Follows)

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

CITY:

CONTRACTOR:

Louis Zunguze
Its: City Manager

By: _____
Its: _____

Date

Date

Attest to Signature:

Witness to Signature:

Rey Bailey
City Clerk

SEAL

Print Name: _____

Witness to Signature:

Approved as to Legal Form for the
City of Destin:

Print Name: _____

Kimberly Romano Kopp
City Attorney

Attachment "A"

Bid from Vendor

"RFP No. _____, including all requirements and attachments contained therein"



PO Box 37727
Pensacola, FL 32526
(850)455-0090

August 29, 2024

Bid Package For:
RFP No. 24-05-REC
Clement Taylor Park Restoration Project
Bid Opening Date: August 29, 2024
Bid Opening Time: 2:00p.m. (CST)

Submitted By:
Empire Builders Group, Inc
3217 Tallship Lane
Pensacola, FL 32526

Respectfully submitted,

Michael Macchia
President
850-698-6943



**City of Destin, Florida
Clement Taylor Park
Restoration Project
RFP #24-05-REC**

- 1. Responsive Bidder Qualification Statement**
- 2. Transmittal Letter**
- 3. Contractor Qualifications Statement**
- 4. Price Proposal Form**
- 5. Completed Public Entity Crime Form**
- 6. Completed Drug Free Workplace Certification Form**
- 7. Completed Bid Bond Form**
- 8. Proof of Insurance**
- 9. Proof of Licensing and Certifications**
- 10. Addendums – if applicable**

Responsive Bidder Qualification Statement

**RFP NO. 24-05-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: EMPIRE BUILDERS GROUP INC

Partnership

Address: 3217 TALLSHIP LANE

Individual

City, State, Zip: PENSACOLA, FL 32526

Other

Telephone No.: 850-698-6943

Email: MIKE@EMPIREBUILDERSGROUP.COM

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:

EMPIRE BUILDERS GROUP INC

The address of the principal place of business is:

3217 TALLSHIP LANE

PENSACOLA, FL 32526

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

a. Date of Incorporation: MAY 2004

b. State of Incorporation: FLORIDA

c. President's name: MICHAEL MACCHIA

d. Vice President's name: N/A

e. Secretary's name: N/A

f. Treasurer's name: N/A

g. Name and address of Resident Agent: MICHAEL MACCHIA

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.

N/A

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

20 YEARS

Under what other former names has your organization operated?

N/A

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

CGC1517284 - ATTACHED

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

NO

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

40 YEARS MANAGING AND OWNING CONSTRUCTION COMPANIES

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

DAVID SANFILIPPO, MICHAEL MACCHIA

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

PAUL WILSON, 40 PALAFOX PLACE, #300, PENSACOLA, FL 32502

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:

MICHAEL MACCHIA, PRESIDENT, 100%

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

M & M SITE & CONSTRUCTION, LLC P O BOX 37727, PENSACOLA, FL 32526

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

		<u>Revenue Index Number</u>
a.	Government Related Work	6
b.	Non-Governmental Related Work	1
	<i>Total Work (a + b):</i>	7

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
SYNOVUS	2190 W NINE MILE RD PENSACOLA, FL 32534	850-356-6632

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

24-48 HOURS

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.

N/A

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.

N/A

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.

N/A

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

NO

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

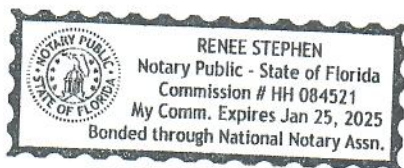
(Signed) 

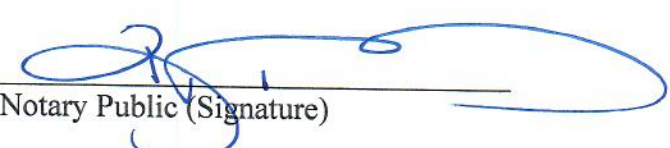
(Title) MICHAEL MACCHIA, PRESIDENT

EIN 03-0542651

Subscribed and sworn to before me

This 29th day of August, 2024




Notary Public (Signature)

My Commission Expires: 01/25/2025

END OF SECTION

Transmittal Letter



PO Box 37727
Pensacola, FL 32526
(850)455-0090

August 29, 2024

Re: Clement Taylor Park

To whom it may concern,

Empire Builders Group, Inc has been licensed in the state of Florida since 2004. We are additionally licensed in Alabama. We have worked on park projects in the same capacity throughout our 20 years in business.

Our most recent park accomplishment is the **Women Veterans' Park** on Okaloosa Island, adjacent to the Destin-Fort Walton Beach Convention Center. The scope of work for the Women Veterans' Park includes approximately 1,600LF of sidewalks, feature platforms, boardwalks, statues, a memorial wall, and plaza area. It was an honor to work with Roy Petrey as the Project Manager for Okaloosa County Public Works to help bring Chairman Carolyn Ketchel's vision to fruition.

Our attention to detail and synergy between Owner, Contractor and Subcontractors enables our projects to stay on budget and on time.

Other Park projects with similar scopes of work we have constructed/renovated include:

- 1- **Ashton Brosnaham Park, Pensacola, Florida – 2023** – New bathroom facility
- 2- **Veterans' Park on Okaloosa Island, Fort Walton Beach, Florida – 2022** – sidewalks, feature platforms, boardwalks, memorial wall, plaza
- 3- **Emerald Coast Convention Center, Exterior Accessibility Project, Fort Walton Beach, Florida - 2022**– front entrance ADA renovation (sidewalks, curbs, pavers, parking lots)
- 4- **Gulf State Park, Orange Beach, Alabama - 2021** – Renovation of 11 bathhouses
- 5- **Archie Glover Boat Ramp Facility, Milton, Florida - 2020** – Approximately 200 linear feet of handicap ramp and bathroom renovation
- 6- **John R Jones Athletic Complex, Pensacola, Florida - 2018** – Bathroom renovations, sidewalks, parking area
- 7- **Floridatown Park, Pace, Florida - 2018** – Gazebo and bathroom renovation

- 8- **Klondike Archery Park, Pensacola, Florida - 2014** – New concession facility, new bathroom, new sidewalks, and new parking lots.
- 9- **Miramar Beach Restroom and Boardwalk, Miramar Beach, Florida - 2013**– Interior/exterior remodel of bathroom facility and boardwalk extension
- 10- **Fred Gannon Rocky Bayou State Park, Niceville, Florida – 2012** – New bathroom facility and gazebo renovation as well as 1,500 feet of forced main and manhole

In addition to our park projects, Empire Builders has successfully completed various projects of varying scope and magnitude. A brief synopsis of our more recent projects includes:

- 1- **Miramar Beach Fire Station, Miramar Beach, Florida – 2024** – New construction of a fire station. Projected completion date Summer 2025.
- 2- **Chappie James Flight Academy, Pensacola, Florida – 2024** – Classroom addition and site improvements. Projected completion December 2024
- 3- **South Walton Fire District, Logistics Building, Miramar Beach, Florida – 2023** – Third floor buildout of logistics building
- 4- **Walton County Fleet Operations Building – DeFuniak Springs, Florida – 2023** – 30,000sf warehouse interior remodel

References, estimated job schedule, and Qualifications Statement attached.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Michael Macchia', followed by a long horizontal line.

Michael Macchia
President

REFERENCES FORM

List work which best illustrates current qualifications relevant to this solicitation accomplished by personnel that may be assigned to the project. List at least three but no more than five (5) projects. (This form may be reproduced.)

YOUR FIRM'S NAME EMPIRE BUILDERS GROUP, INC

PROPOSAL POINT OF CONTACT MICHAEL MACCHIA

PHONE 850-698-6943

EMAIL MIKE@EMPIREBUILDERSGROUP.COM

REFERENCE I.

PROJECT NAME: Womens Veteran Memorial Park

AGENCY: Okaloosa County BOCC

ADDRESS: 1350 Miracle Strip Pkwy

CITY, STATE, ZIP CODE: Ft. Walton Beach, FL

CONTACT PERSON: Roy Petrey, PE

TITLE: Project Manager

EMAIL: rpetrey@myokaloosa.com

TELEPHONE: 850-423-4854

PROJECT COST: \$1,637,856.67

COMPLETION DATE: NOV, 2022

SCOPE OF PROJECT: (list tasks, attach samples of deliverables, outlines, or descriptions of items. You may attach information to this form)

Site Work - Concrete, Boardwalks, Landscaping, Statues, Structural Concrete, Certified Payroll

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Michael Macchia, President; Michael Kelly, Field Supervisor;

Michael B. Macchia, Job Foreman

REFERENCE II.

PROJECT NAME: Destin Ft Walton Beach Convention Center Exterior Accessibility Project

AGENCY: Okaloosa County BOCC

ADDRESS: 1250 Miracle Strip Pkwy

CITY, STATE, ZIP CODE: Ft. Walton Beach, FL

CONTACT PERSON: DAG Architects - Alex Gacic

TITLE: Architect

EMAIL: agacic@dagarchitects.com

TELEPHONE: 850-217-4972

PROJECT COST: \$1,127,672.40

COMPLETION DATE: FEB, 2022

SCOPE OF PROJECT: (list tasks, attach samples of deliverables, outlines, or descriptions of items. You may attach information to this form)

Exterior Renovations - Controlled Demo, Pavers, Asphalt, Concrete, Landscaping, Site Lighting

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Michael Macchia, President; Michael Kelly, Field Supervisor;

Michael B. Macchia, Job Foreman

REFERENCE III.

PROJECT NAME: Gulf State Park Bathhouse Repairs

AGENCY: TAG / The Architects Group for Alabama Dept of Conservation and Natural Resources

ADDRESS: 710 Downtowner Blvd

CITY, STATE, ZIP CODE: Mobile, AL

CONTACT PERSON: Tom Kelly, LEED AP/CFM

TITLE: Architect

EMAIL: tkelly@tagarchitects.net

TELEPHONE: 251-343-111

PROJECT COST: \$2,970,162.09

COMPLETION DATE: JAN, 2023

SCOPE OF PROJECT: (list tasks, attach samples of deliverables, outlines, or descriptions of items. You may attach information to this form)

Bathhouse Renovations - Metal Roofing, Epoxy Flooring, Interior Demo, Electric, Painting, New Plumbing, New Doors and Hardware, Tax Exempt Purchases.

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Michael Macchia, President; Dwight Holcombe, Senior Field Supervisor;

David Sanfilippo, Field Supervisor; Michael B. Macchia, Job Foreman

REFERENCE IV.

PROJECT NAME: South Walton Fire District - Logistics Bldg - 3rd Floor Buildout

AGENCY: South Walton Fire District

ADDRESS: 911 N County Highway 393

CITY, STATE, ZIP CODE: Santa Rosa Beach, FL

CONTACT PERSON: Daniel LaTour

TITLE: Assistant Chief, Support Services

EMAIL: DLaTour@swfd.org

TELEPHONE: 850-267-1298

PROJECT COST: \$809,431.32

COMPLETION DATE: MAR, 2023

SCOPE OF PROJECT: (list tasks, attach samples of deliverables, outlines, or descriptions of items. You may attach information to this form)

Interior Buildout - Specialty AV System, Epoxy Flooring, Metal Framing, Drywall, Owner Direct Purchases.

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Michael Macchia, President; Dwight Holcombe, Senior Field Supervisor;
Michael B. Macchia, Job Foreman

REFERENCE V.

PROJECT NAME: Walton County Fleet Operations

AGENCY: Walton County BOCC

ADDRESS: 127 Montgomery Circle

CITY, STATE, ZIP CODE: DeFuniak Springs, FL

CONTACT PERSON: Dave Sell

TITLE: Project Manager

EMAIL: SelDave@co.walton.fl.us

TELEPHONE: 850-892-8155 x 1024

PROJECT COST: \$2,606,337.18

COMPLETION DATE: AUG, 2024

SCOPE OF PROJECT: (list tasks, attach samples of deliverables, outlines, or descriptions of items. You may attach information to this form)

Site Work, Structural Steel, Structural Concrete, Concrete Slabs, Major Electrical, Plumbing,
Epoxy Flooring, Controlled Demo

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Michael Macchia, President; David Sanfilippo, Field Supervisor;
Michael B. Macchia, Job Foreman

Contractor Qualifications Statement



PO Box 37727
Pensacola, FL 32526
(850)455-0090

August 29, 2024

Re: Clement Taylor Park Restoration Project

To whom it may concern,

Empire Builders Group, Inc has been licensed and insured in Florida and Alabama since 2004. We have worked on various commercial and municipal projects in the same capacity from Mobile, Alabama to Walton County, Florida throughout our 20 years in business.

I am a 40-year veteran of the construction industry. Currently employing 4 Field Supervisors with a combined total of over 100 years' experience between them. Each of them seasoned in vertical and horizontal construction. In addition, we employ in-house labor to help expedite projects when necessary.

Our staff roles and responsibilities include:

Michael Macchia, President. As President, my responsibilities include operations management. I sign all contracts, monitor budgets, obtain permits, oversee submittals, communicate and coordinate with Architect, Engineer, Owner, and Field Supervisors, conduct weekly progress meetings, guarantee critical path performance is met, set performance objectives, ensure projects are run optimally and safely and within company Safety Policies and OSHA Guidelines, evaluate and optimize operational performance, ensure company standards are upheld to guarantee client satisfaction.

Renee Stephen, Office Manager. Responsible for accounts receivable and payable. Prepares requisitions for owners, processes subcontractors/vendors invoices, assists with change orders for both Owners and subcontractors, assembles and prepares close-out documents.

Dwight Holcombe, Senior Field Supervisor. Responsibilities include on-site supervision and management of employees and subcontractors, job schedule management, inspections, submittals, subcontractor coordination, and all pertinent records to ensure the profitable and "on-time" delivery of all projects under his supervision.

David Sanfilippo, Estimator and Field Supervisor. As Estimator, responsibilities include review of project plans, requirements, and specifications to develop a comprehensive understanding of the project, scope of work, labor, material and

equipment costs necessary. Assists with preconstruction activities. As Field Supervisor responsibilities include on-site supervision and management of employees and subcontractors, job schedule management, inspections, submittals, subcontractor coordination, and all pertinent records to ensure the profitable and "on-time" delivery of all projects under his supervision.

Empire Builders Group has demonstrated a proven history of its ability to bring projects in on time and on budget. We thank you for your consideration.

Respectfully,

A handwritten signature in blue ink, appearing to read "Macchia", followed by a long horizontal flourish.

Michael Macchia
President

DAVID SANFILIPPO

ESTIMATOR/ FIELD SUPERVISOR

PROFESSIONAL SUMMARY

Hardworking, highly motivated professional, with 40 years construction experience, eager to lend combined knowledge and skills to enhance business performance. Operates well in both individual and team capacities, leveraging seasoned work ethic to quickly adapt to different processes and drive company objectives. Resourceful and results-driven with a passion for growth and efficiency to meet company needs and increase service value.

EXPERIENCE

Project Estimator/Field Supervisor

September 2018 - Present | Empire Builders Group, Inc Pensacola, Florida

- Analyze complex drawings and blueprints to develop material take-offs for use in cost estimation models.
- Evaluate contractor bids and proposals to identify discrepancies between estimated costs and actual costs incurred.
- Participates in training sessions designed to enhance knowledge base related to current trends in the construction industry.
- Supervises job site to assess job progress and provide feedback to owner on quality of workmanship.
- Perform research into local building codes and ordinances prior to commencement of projects.
- Provide guidance on best practices related to construction management principles and processes.
- Analyze plans and specifications to prepare time, cost, materials, and labor estimates.
- Obtain bids from vendors and subcontractors by specifying materials and identifying qualified subcontractors.
- Prepare estimates for use in selecting vendors or subcontractors.
- Research local and national building codes to ensure estimates are compliant.
- Utilize software such as Construction Online and Planswift to develop cost estimates.
- Analyze blueprints and other documentation to prepare time, cost, materials, and labor estimates.

CONTACT

- ☎ (850) 554-2500
- ✉ dsanfil@bellsouth.net
- 📍 4745 Jenneva Drive
Pace, Florida 32571

SKILLS

- Blueprint Analysis
- Quality Assurance
- Construction Knowledge
- Analytical Thinking
- Critical Thinking
- Adaptability and Flexibility
- Teamwork and Collaboration
- Estimate Preparation
- Risk Assessment
- Conflict Resolution



DH

DWIGHT R HOLCOMBE

SENIOR FIELD SUPERVISOR

OBJECTIVE

To utilize my skills at a place where we both can benefit from my experience.

SKILLS

Working with owners, subcontractors, suppliers, and coworkers in the trade where we can all share our skills and knowledge.

EXPERIENCE

SENIOR FIELD SUPERVISOR • EMPIRE BUILDERS GROUP • 2018 – PRESENT
Supervise in house labor and subcontractors; coordinate with engineers, architects, and inspectors; interact with the owner to ensure all goals of the project are met in a timely fashion.

OWNER • ATHENS REMODELING & CONSTRUCTION • 1991 – 2016
Remodeled kitchens, bathrooms, & built homes from the foundation up.

SUPERINTENDANT • RAILROAD MAINTENANCE & CONST • 1981 – 1984
Supervised projects and subordinates. Territory included Southeastern Region of the US. Acquired my pilots license to travel to meet the job schedule demands.

OWNER • H & S BULLDOZER • 1974 – 1981
Owned and operated an excavation business, including general grading, septic tank installations, digging footers, land clearing, etc.

HEAVY EQUIPMENT OPERATOR • US MARINE CORP • 1969 – 1972
Heavy equipment operator, to include bulldozers, backhoes, front end loaders, skid steers, light cranes, forklifts, excavators, etc.

EDUCATION

CERTIFICATE OF COMPLETION • 1974 • MUSCLE SCHOALS TECHNICAL COLLEGE

Completed coursework in drafting technology.

HIGH SCHOOL DIPLOMA • 1969 • TRENTON HIGH SCHOOL



DWIGHTHOLCOMBE862
@GMAIL.COM



850-512-8649

Construction Workmanship Warranty (Sample Attached)



Empire Builders Group, Inc.
3217 Tallship Lane
Pensacola, FL 32526
(850) 698-6943
mike@empirebuildersgroup.com
FL State License Number CGC1517284

August 7, 2024

Owner
Address
City, State, Zip

Empire Builders Group, Inc. Labor Warranty

Ref: - Project

Empire Builders Group, Inc. hereby warrants that all work performed in conjunction with the above referenced project is in compliance with the contract documents and authorized modifications thereto and will be free from defects due to the use of unspecified materials or improper workmanship for a period of (1) year from the date of final inspection.

This warranty commences on _____ and expires on _____, the date of substantial completion.

Should any defects be discovered during the warranty period due to improper material or workmanship, excluding ordinary wear, abuse and neglect, or acts of God, Empire Builders Group, Inc. will provide the necessary labor to rectify these defects at no expense to the owner, _____.

Sincerely,

Michael Macchia
President

Proposed Construction Schedule



PO Box 37727
Pensacola, FL 32526
(850)455-0090

August 29, 2024

TO Whom it May Concern:

Attached please find Empire Builders Group's proposed construction schedule for Clement Taylor Park Restoration Project, RFP No 24-05-REC. This is a proposed construction schedule, based upon drawings dated 01/2023 released with RFP NO 24-05-REC issued July 29, 2024, and any addendums thereto. Schedule subject to change based upon inclement weather, long lead items, and change orders.

Thank you,

Michael Macchia
President

Project Schedule

#	Name	Start	End	Days	Calendar Days	Predecessors	% Complete	Days Remaining	Priority	Status	Resources
1	Planning	01/01/2025	01/31/2026	396	396		0%	396			
2	Permits	01/01/2025	01/31/2026	396	396		0%	396			
3	Project Liability Insurance	01/01/2025	01/31/2026	396	396		0%	396			
4	Workman's Compensation	01/01/2025	01/31/2026	396	396		0%	396			
5	Construction Clean Up	01/01/2025	01/31/2026	396	396		0%	396			
6	Clean Up - Daily	01/01/2025	01/31/2026	396	396		0%	396			
7	Supervision	01/01/2025	01/31/2026	396	396		0%	396			
8	Supervision	01/01/2025	01/31/2026	396	396		0%	396			
9	Lead Items	01/01/2025	08/27/2025	239	239		0%	239			
10	Bathroom	01/01/2025	08/27/2025	239	239		0%	239			
11	Pavilion	02/02/2025	06/01/2025	120	120		0%	120			
12	Play ground equipment	01/02/2025	05/30/2025	149	149		0%	149			
13	Gazebo	05/31/2025	06/30/2025	31	31		0%	31			
14	Site Work	01/01/2025	05/31/2025	151	151		0%	151			
16	Demolition	01/08/2025	01/28/2025	21	21		0%	21			
17	Building Pads (3)	01/29/2025	02/02/2025	5	5		0%	5			
18	Fill/Rough Grade	02/03/2025	02/11/2025	9	9		0%	9			
19	Stormwater System	02/11/2025	02/17/2025	7	7		0%	7			
20	Utilities	02/17/2025	03/02/2025	14	14		0%	14			
21	Curb and Gutters	03/03/2025	03/30/2025	28	28		0%	28			
22	gravel parking	03/31/2025	04/20/2025	21	21		0%	21			
23	Final Grading	04/21/2025	04/23/2025	3	3		0%	3			
24	Sidewalks	04/24/2025	05/31/2025	38	38		0%	38			
25	Fence and tree protection	01/01/2025	01/07/2025	7	7		0%	7			
26	Site electric	06/01/2025	06/30/2025	30	30		0%	30			
27	Site Lighting	06/01/2025	06/30/2025	30	30		0%	30			
28	Gazebo Installation	07/01/2025	07/12/2025	12	12		0%	12			
29	Fifth Room install	07/01/2025	07/12/2025	12	12		0%	12			
30	Foundation at bathroom	07/14/2025	08/30/2025	48	48		0%	48			
31	Footings at Buildings	07/14/2025	07/28/2025	15	15		0%	15			
32	Foundation Block	07/29/2025	08/04/2025	7	7		0%	7			
33	Fill and grade slab	08/05/2025	08/08/2025	4	4		0%	4			
34	Ramp	08/09/2025	08/30/2025	22	22		0%	22			
35	Bathroom Installation	08/30/2025	09/30/2025	32	32		0%	32			
36	Public Restroom company Install	08/30/2025	09/30/2025	32	32		0%	32			
37	Playground Equipment	10/01/2025	10/22/2025	22	22		0%	22			
38	Struthers install	10/01/2025	10/22/2025	22	22		0%	22			
39	Pavilion Installation	10/22/2025	11/11/2025	21	21		0%	21			
40	Foundation and Slab Install	10/22/2025	10/29/2025	8	8		0%	8			
41	Romtec Pavilion Install	10/30/2025	11/11/2025	13	13		0%	13			
42	Landscaping	05/31/2025	11/30/2025	184	184		0%	184			
43	Irrigation	05/31/2025	06/27/2025	28	28		0%	28			
44	Landscaping	11/11/2025	11/30/2025	20	20		0%	20			
45	Dock repair	02/10/2025	04/09/2025	59	59		0%	59			
46	Water protection	02/10/2025	02/10/2025	1	1		0%	1			
47	Demo	02/11/2025	02/19/2025	9	9		0%	9			
48	Build temp scaffold	02/19/2025	02/23/2025	5	5		0%	5			
49	Reframe undercarriage	02/24/2025	03/09/2025	14	14		0%	14			
50	Deck replacement	03/10/2025	03/23/2025	14	14		0%	14			
51	New handrails	03/26/2025	04/09/2025	15	15		0%	15			

Product Information

4.01 WARRANTY

Pavillion

Materials Supplied by Romtec

Romtec guarantees that the Materials will be free from defects in materials and workmanship for a period of not less than one (1) year from date of delivery acceptance. If delivery of Materials is delayed for any reason, the warranty begins on the date that the Materials were ready to deliver.

The customer will have up to five (5) business days to inspect and accept any delivery, after which, if not specifically rejected, it is considered accepted.

Romtec may optionally delay the warranty start date for up to six (6) months from the delivery date to allow for the customer to complete installation of the Materials. If the customer completes installation of the Materials within this time, the 1-year warranty will begin on the installation completion date. In no case will the 1-year warranty start date be later than six (6) months from the delivery date. Any delay not caused by Romtec that requires an extension of the warranty start date may result in a change order to cover the extended warranty period.

Unless otherwise specifically agreed in writing, Romtec does not offer and specifically disclaims any implied warranty of merchantability or warranty of fitness for any particular purpose or any other warranty except as provided herein. Romtec's warranty does not include coverage of costs for removal/reinstallation labor, transportation or other costs or expenses relating to warranty work, including any indirect, incidental, delay, liquidated, or consequential damages.

This warranty extends only to Romtec's direct customer (as named in the Romtec Purchase Order) herein called "customer" and not to any person or entity with whom customer has business relationships, or any other party.

At Romtec's option, the warranty may be transferred to a final end owner other than customer.

Components Resold or Supplied with the Romtec Building Package(s)

Certain components of the Materials are warrantable directly by the original manufacturer for periods that may be longer or shorter than the 1-year Romtec warranty. The terms of such warranties are identified in the relevant submittal documentation or available upon request. Replacement for, repair or refund of defective workmanship or material under normal use shall be remunerated directly with the manufacturer of the component. Examples of components would be locksets, plumbing fixtures, electrical fixtures, etc.

Claims: The following provisions apply to all claims.

- a. **Freight Damage Claims:** If Romtec agrees to ship Materials under any agreement whereby Romtec remains responsible for risk of loss or damage while the goods are in transit, any customer claims for damage in transit shall be made in writing endorsed on the bill of lading at the time customer accepts delivery of the merchandise, otherwise Customer waives the right to any freight damage claim(s). CUSTOMER MUST CAREFULLY INSPECT THE MATERIALS BEFORE ACCEPTING DELIVERY.
- b. **Claims of Defective Manufacture:** Claims that the Materials were incorrectly manufactured or defective in any way must be made directly to Romtec on a product-by-product basis. All claims must be made within 72 hours of the defective condition, or the time when the defect should have been discovered. All claims must include the following:
 1. Detailed description of the specific problem, failure, or other event giving rise to the claim, including specific location and supporting photographs or videos.
 2. Contact information for third-party individual(s) who can substantiate the claim and who do not work for Customer or any affiliate of customer.
- c. **Claims for Missing Materials:** Customer or Customer's representative must inventory the shipment of materials upon arrival at the job site for completeness. Claims for missing or deficient materials shall be reported to Romtec within the delivery acceptance period of five (5) business days. If Romtec does not receive notice of missing or deficient materials within the delivery acceptance period, the customer waives any future claim(s) for missing materials. After the delivery acceptance period has ended, the customer assumes responsibility for any missing or deficient materials.
- d. **Claims for Damaged Materials Stored Prior to Installation:** Building Materials are packaged for shipment only and intended for installation within thirty (30) days of delivery. If installation is delayed by Customer and the materials are stored in an exposed location for more than thirty (30) days, all warranties are null and void. Customer assumes all responsibility for adequately protecting stored materials prior to and during installation.
- e. **Action in Event of Established Claim:** Liability of Romtec shall be limited to, at its option, repair or replacement of the goods, or refund of the purchase price of those specific goods. All goods repaired or replaced under this warranty are shipped to customer FOB Roseburg, Oregon, or FOB manufacturer's facility.
- f. **No Third Party Claims:** Under no circumstance shall Romtec be responsible for any damage claims by any party other than claims by Romtec's direct customer (or end owner if warranty is transferred).

Release and Hold Harmless: Customer releases and agrees to defend, indemnify, and hold Romtec harmless from and against any and all claims, demands, actions, and causes of action for any matters arising out of or connected with Romtec's work whereby the customer is responsible for errors or omissions.

Any additional limitations or clarifications provided in Romtec's proposal(s), submittal document(s), or other relevant documents are applicable insofar as the terms modify this warranty.

Fifthroom.com

Limited Warranty

Gazebo

Fifthroom.com (hereinafter "the manufacturer") warrants that the pavilion will be free from defects in materials and workmanship under normal use for a period of ten (10) years from the delivery date. The entire liability of the manufacturer and its suppliers and the exclusive remedy shall be for the manufacturer to repair or replace materials determined to be defective. The repair or replacement of materials shall be at the direction and expense of the manufacturer.

This limited, pro-rated warranty is conditional upon full payment of the price of the shelter to the manufacturer. Liability under the warranty is limited in that it shall not exceed the original sales price of the materials supplied to the owner by the manufacturer.

This limited, pro-rated warranty is void if any damage has resulted from abnormal use including, but not limited to, harsh site conditions, abuse, accident, vandalism, maintenance or lack of maintenance, unloading, incorrect installation, improper storage and handling, misapplication, service, or modification by someone other than the manufacturer.

The manufacturer, on behalf of itself and its suppliers, disclaims all other warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose for the pavilion and any accompanying materials required for pavilion installation.

The warranty on items not manufactured by the manufacturer (e.g. metal roofing, shingles, PVC coated steel benches and tables, cedar cupolas, and fabric), will be passed through the manufacturer's supplier as per their warranty; contact the manufacturer's customer service at 1-888-293-2339 for supplier warranty.

The 10-year limited, pro-rated warranty excludes structures installed in corrosive environments including, but not limited to: salt air, high humidity or water systems that come in contact with the shelter.

In the event of a claim of defect in materials or workmanship, owner will provide notice of defect in writing, delivered to the manufacturer at the address indicated below within thirty (30) calendar days from discovery of the defect. The manufacturer is the sole authority in determining if a claim is valid. For valid claims, the manufacturer will determine whether to repair or to replace defective materials and respond in writing no later than thirty (30) days from the date of receipt of the notice.

Owner must maintain finish system with annual touch-up and documented maintenance procedures. Failure to maintain and document procedures will void the limited, pro-rated warranty. Areas prone to occasional minor defects (e.g. railing, ornamentation, acute angles, end plates, cover plates, and other accessories) will require touch-up and maintenance by owner. Neither corrosion nor run-off stains from shavings, roof trim, screws, and screw holes constitute failure.

The owner must provide complete documentation and photos for all claims. For claims requiring site visit from the manufacturer, travel expenses will be paid for by the customer prior to travel taking place. The owner will be reimbursed for these expenses if the manufacturer determines the claim to be valid.

For valid warranty claims, including, but not limited to, powder coat, the manufacturer will repair the defect. If necessary, at the owner's expense, the owner is responsible to disassemble the structure and return it to the manufacturer's facility. After repair, the manufacturer, at its expense, will ship the structure back to the job site. The owner is responsible for all expenses to erect the structure and replacement of any parts that may be deemed unusable after assembling. Repairing does not extend the length of the original warranty. As an alternative, the manufacturer will compensate the owner up to the cost of the original structure on a pro-rated basis for time remaining of the 10-year limited warranty. When possible, claims should be addressed prior to installation.

Contingent liability is specifically excluded. Under any circumstances the manufacturer and its suppliers will not be liable for any damages whatsoever, including without limitations, damages for lost profits, interruption of service, or other pecuniary or consequential loss, arising out of the use or inability to use the pavilion, even if the manufacturer is advised of the possibility of such damages.

Project Name:
Project Location:

Project #
Ship Date:

Pre Fab Restroom



Building Better Places To Go.SM

WARRANTY:

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted too the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Owner/General Contractor selected parts and materials that are not PRC approved will not be covered under PRC's 5-year component warranty. These selections will be covered only by any available manufacturer warranty.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one-year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.



EPDM (with SBR) Warranty

The Terrasafe EPDM rubber surfacing system is designed for recreational applications. This is a two-layer system comprised of SBR buffing (cushion layer) and a EPDM cap (wear layer).

This system carries a 5-year warranty starting from the day installation is completed. This warranty is only valid if TSS has provided all the need surfacing materials for the project and installed the materials using our trained TSS crews.

150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Email: service@gametime.com



A PLAYCORE Company

Playground
Equipment

GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape®, PrimeTime® and Xscape® uprights.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Lifetime limited warranty on GameTime PowerScape Tru-Loc® connections.
- ✓ Lifetime limited warranty on PrimeTime and Xscape bolt-through connections.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- ✓ Fifteen-Year limited warranty on rotationally molded products.
- ✓ Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- ✓ Five-Year limited warranty on glass fiber reinforced polymers Tuff Forms sculptures.
- ✓ Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✓ Ten-Year limited warranty on pressure-treated pine and redwood products.
- ✓ Ten-Year limited warranty on Advanced, Elite & stationary Base Series posts & bars.
- ✓ Ten-Year limited warranty on site furnishings.
- ✓ Ten-Year limited warranty on integrated GTShade® products.
- ✓ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Five-Year limited warranty on Super Seats™.
- ✓ Three-Year limited warranty on SaddleMates® rubber and "C"-springs.
- ✓ One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.

LIMITED WARRANTY ON POWERSCAPE® PLUS, PRIMETIME®, AND XScape®

GameTime provides a lifetime limited warranty on PowerScape Tru-Loc® connections, a fifteen-year warranty on metal decks, pipes, rails, loops, and rungs; a lifetime limited warranty on upright posts; a lifetime limited warranty on PrimeTime and Xscape bolt-through connections; ten-year limited warranty on EDPM rubber components; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts or rubber breakdown that cause the product to become structurally unfit for its intended use. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

GameTime provides a lifetime limited warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime limited warranty on stainless steel hardware against rust; and a one-year limited warranty on non-stainless steel hardware against rust; see exclusions. All testing of GameTime's hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED AND THERMO-FORMED POLYETHYLENE PRODUCTS

GameTime provides a fifteen-year limited warranty on rotomolded and thermo-formed polyethylene products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, GameTime will replace the rotomolded or thermo-formed polyethylene product at no cost to the customer.

TWENTY-YEAR LIMITED WARRANTY ON TIMBER DÉCOR™ AND TIMBERS PRODUCTS

GameTime provides a twenty-year limited warranty on recycled plastic lumber products in normal applications against rotting, splintering, decay or structural damage directly from termites or fungal decay that cause the product to become structurally unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

GameTime provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in materials and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON INTEGRATED GTSHADE® PRODUCTS

GameTime provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structure failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading not exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact. All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the use intended and a one-year limited warranty against rusting and workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).

LIMITED WARRANTY ON SITE FURNISHINGS

GameTime provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

GameTime provides a ten-year limited warranty on fiberglass and digital high pressure laminate (DHPL) sign panels against delaminating, peeling, blistering, cracking or fading and a five-year limited warranty on high density polyethylene (HDPE) panels against degradation and discoloration under normal wear and usage.

LIMITED WARRANTY ON PLAYWORX GFRC THEMED PLAY STRUCTURES

GameTime provides a five-year limited warranty on PlayWorx glass fiber reinforced concrete (GFRC) themed play structures against structural failure that cause the product to become structurally unfit for the intended use and a one-year limited warranty on paint defects; see exclusions. This warranty does not cover damage resulting from ground settlement or high winds.

LIMITED WARRANTY ON TUFF FORMS GFRP THEMED PLAY SCULPTURES

GameTime provides a five-year limited warranty on Tuff Forms glass fiber reinforced polymers (GFRP) themed play sculptures against structural failure that cause the product to become structurally unfit for the intended use and a one-year limited warranty on paint defects; see exclusions. This warranty does not cover damage resulting from ground settlement or high winds.

LIMITED WARRANTY ON FITNESS EQUIPMENT

GameTime provides a ten-year limited warranty on GTfit Advanced, Elite and stationary Base Series posts, welds, and bars and a five-year limited warranty on motion Base Series posts, welds, and bars against structural failure; a five-year limited warranty on Advanced Series stainless damper modules and aluminum cycle covers; a two-year limited warranty on Advanced and motion Base Series bearings, steel pins, dampers, plastics, rubber parts, cycle pedals and shafts, molded seats, backrests and clamps; and a one-year limited warranty on cycle rib belts and powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

TEN-YEAR LIMITED WARRANTY ON REDWOOD AND PRESSURE-TREATED WOOD PRODUCTS

GameTime provides a ten-year limited warranty on redwood and pressure-treated wood products against damage by decay or termites causing the wood to become structurally unfit for its intended use; see exclusions.

FIVE YEAR LIMITED WARRANTY ON GAMETIME SUPER SEAT™

GameTime provides a five-year limited warranty on Model No. 949 SuperSeat and Model No. 999 Super Seat-2 against structural failure that causes the seat to become unfit for its intended use; see exclusions. The factory installed "S"-Hook and Seat Hanger assemblies are covered under a one-year limited warranty against rust, corrosion or premature wear.

THREE-YEAR LIMITED WARRANTY ON RUBBER AND "C" SPRINGS FOR SADDLEMATES®

GameTime provides a three-year limited warranty on rubber and "C"-springs for SaddleMates against damage due to de-lamination of the rubber spring and breakage of the "C"-spring that cause the SaddleMate to become structurally unfit for its intended use; see exclusions.

For the purposes of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

GameTime excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Claim Procedure: To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

GameTime
Customer Service
P.O. Box 680121
Fort Payne, AL 35968
Fax: 256-845-9361
Email: service@gametime.com

Or Contact your local Representative at
USA 1-800-235-2440
International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the continental United States. GameTime is not responsible for freight costs associated with products located outside the continental United States. GameTime reserves the right to inspect all product identified as damaged.

Date of Purchase: _____

Purchaser: _____

GameTime Invoice Number: _____

Authorized GameTime Signature

Title

See GameTime on the web at www.gametime.com

To obtain a "GENERAL CERTIFICATE of CONFORMITY" as required by the 'CONSUMER PRODUCT SAFETY IMPROVEMENT ACT OF 2008" follow the link below and enter your seven-digit customer order number.

<http://cpsia.playcore.com>



Price Proposal Form

**RFP NO. 24-05-REC
ATTACHMENT NO. 2
PRICE PROPOSAL FORM**

Date: AUG 29, 2024 Primary Contact: MICHAEL MACCHIA
 Company: EMPIRE BUILDERS GROUP INC
 Address: 3217 TALLSHIP LANE, PENSACOLA, FL 32526
 Telephone: (850) 698-6943 Email: MIKE@EMPIREBUILDERSGROUP.COM

Item		Quantity	Units	Unit Cost	Total Cost
1.1	Mobilization / Demobilization	1	LS	\$130,712.92	\$130,712.92
1.2	Construction Stakeout	1	LS	\$5,800.00	\$5,800.00
1.3	Maintenance of Traffic	1	LS	\$5,800.00	\$5,800.00
1.4	Testing / QC Plan	1	LS	\$5,800.00	\$5,800.00
1.5	Demolition (Curbing, Sidewalk, Asphalt)	1	LS	\$9,570.00	\$9,570.00
1.6	Remove Curb Inlet	1	EA	\$6,032.00	\$6,032.00
1.7	Grading	1	LS	\$40,600.00	\$40,600.00
1.8	Demo - Asphalt	379	SY	\$18.22	\$6,905.38
1.9	Demo – Gravel Parking Lot	2,639	SY	\$3.19	\$8,418.41
1.10	Demo – Concrete Sidewalk (128)	243	SY	\$18.27	\$4,439.61
1.11	Demo - Bathroom	1	LS	\$2,320.00	\$2,320.00
1.12	Demo - Playground	1	LS	\$2,900.00	\$2,900.00
1.13	Silt Fence – Regular (927 LF) and Tree Protection	1	LS	\$8,700.00	\$8,700.00
1.14	Sod / Stabilization (Disturbed Area)	11,212	SY	\$6.33	\$70,971.96
1.15	Irrigation (design/build) – add alternate	1	LS	\$53,174.40	\$53,174.40
1.16	4" Compacted 57 Stone	1537	SY	\$23.00	\$35,351.00
1.17	8" Limerock Base (LBR 100)	1537	SY	\$28.59	\$43,942.83
1.18	12" Stabilized Subgrade (LBR 40)	1537	SY	\$7.54	\$11,588.98
1.19	12" Flat Curb	869	LF	\$38.28	\$33,265.32
1.20	6" Thick Concrete Crosswalk (40)	175	SY	\$87.00	\$15,225.00
1.21	4" Thick Concrete Sidewalk (6,226)	9,500	SF	\$8.99	\$85,405.00
1.22	24' x 36' Pavilion with Concrete Pad	1	LS	\$158,676.94	\$158,676.94
1.23	14' X 14' Octagonal Gazebo (two entrances)	1	LS	\$26,921.28	\$26,921.28
1.24	Bathroom ADA Ramp and landing	1	LS	\$20,880.00	\$20,880.00
1.25	Board for Board Replacement of damaged pier decking (see note on sheet C02)	1	LS	\$48,610.54	\$48,610.54
1.26	Bathroom / foundation	1	LS	\$420,904.84	\$420,904.84
1.27	Concrete Wheel Stops	30	EA	\$121.80	\$3,654.00

1.28	Striping and Signage	1	LS	\$6,438.00	\$6,438.00
1.29	Type "C" Catch Basin	5	EA	\$4,975.24	\$24,876.20
1.30	Inlet Protection	5	EA	\$377.00	\$1,885.00
1.31	12" RCP	155	LF	\$71.92	\$11,147.60
1.32	15" RCP	152	LF	\$79.81	\$12,131.12
1.33	Manhole	1	EA	\$11,420.20	\$11,420.20
1.35	4" Conduit	118	LF	\$24.59	\$2,901.62
1.36	6" SSC (161)	340	LF	\$40.95	\$13,923.00
1.37	1" WSC (161)	0	LF	\$0.00	\$0.00
1.38	¾" WSC (24)	185	LF	\$6.09	\$1,126.65
1.39	Water and Sewer Service Connections	1	EA	\$2,900.00	\$2,900.00
1.40	Playground Equipment and Install	1	EA	\$246,994.16	\$246,994.16
1.41	Site Lighting - Electric	1	LS	\$56,261.16	\$56,261.16
	Price Sum			Total	\$1,658,575.12
Alt. 1.22	24' x 36' Pavilion with Concrete Pad	1	LS	\$158,676.94	\$158,676.94
Alt. 1.23	14' X 14' Octagonal Gazebo (2 entrances)	1	LS	\$29,764.14	\$29,764.14
Alt. 1.26	Bathroom	1	LS	\$420,904.84	\$420,904.84
Alt. 1.40	Playground Equipment and Install	1	EA	\$246,994.16	\$246,994.16

Other required documentation as outlined in section 7.0 Price Proposal Requirements should accompany this proposal.

[Signature] *Pres.*

END OF SECTION



PO Box 37727
Pensacola, FL 32526
(850) 455-0090

August 29, 2024

Re: Clement Taylor Park Restoration Project

To Whom it May Concern:

In addition to Empire Builder's staff qualifications, there are numerous project qualifications that have been included in the project and typically included in our Mobilization cost.

Additionally, fees that are included in our Mobilization line item are as follows:
Performance Bond, Building permit, demo permit, admin fees, processing fees, contractor registration fee, and white sand review fee.

Also included in our Mobilization cost is all construction testing, surveys, as-built drawings, site protection, tree protection, erosion control, traffic maintenance, contractor supervision, and rental equipment fees.

Items identified on the cost sheet that we believe are underestimated, and quoted per our in house take off are as follows:

- 1- 1.10 was quoted as 243sy, (not 128sy).
- 2- 1.15 Irrigation – I have included \$4,500.00 tree/shrubbery allowance in this line item.
- 3- 1.20 was quoted at 175sy of 6-inch sidewalk. (not 40sy)
A thicker slab was quoted at the ADA parking stall and entrance
- 4- 1.21 was quoted at 9,500sf of 4-inch sidewalk. (not 6,226sf)
- 5- 1.24 was quoted with the ramp and landing.
- 6- 1.26 was quoted with the bathroom and foundation combined.
- 7- 1.36 should read 4" sanitary sewer 340lf, not 6" ssc.
- 8- 1.37 should be eliminated, there is no longer a 1" wsc.
- 9- 1.38 should read 185lf. $\frac{3}{4}$ water service connection.

Empire Builders Group bid price reflects the adjusted quantities for these line items.

Respectfully,

Michael Macchia
President

Public Entity Crime Form

**RFP NO. 24-05-REC
ATTACHMENT NO. 3
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 _____
CLEMENT TAYLOR PARK RESTORATION PROJECT

2. This sworn statement is submitted by EMPIRE BUILDERS GROUP INC whose
business address is 3217 TALLSHIP LANE
PENSACOLA, FL 32526

and (if applicable) Federal Employer Identification Number (FEIN) is 03-0542651
(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement: _____)

3. My name is MICHAEL MACCHIA and my relationship to the
entity named above is PRESIDENT

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)

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

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

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

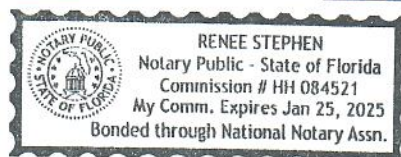
 The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

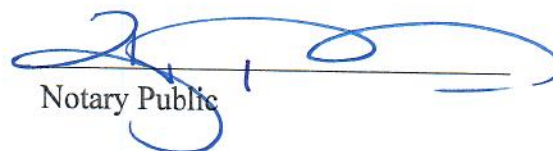

(Signature)

Date: AUGUST 29, 2024

STATE OF FLORIDA
COUNTY OF ESCAMBIA

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his signature at the space provided above on this 29TH day of AUGUST, 2024, and is personally known to me, or has provided as identification.




Notary Public

My Commission expires: 01/25/2025

Drug Free Workplace Certification Form

RFP NO. 24-05-REC
ATTACHMENT NO. 4
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.

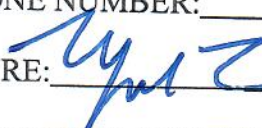
As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: EMPIRE BUILDERS GROUP INC

ADDRESS: 3217 TALLSHIP LANE

CITY: PENSACOLA STATE: FL ZIP CODE: 32526

TELEPHONE NUMBER: 850-698-6943

SIGNATURE:  DATE: AUG 29, 2024

NAME (TYPED OR PRINTED): MICHAEL MACCHIA

TITLE: PRESIDENT

END OF SECTION

Bid Bond Form

TITLE: Clement Taylor Park

END OF SECTION

**RFP NO. 24-05-REC
ATTACHMENT NO. 5
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Empire Builders Group Inc, the undersigned, as Principal, and The Cincinnati Insurance Company, 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) 5% of Total Bid Amount 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 27th day of August, 2024

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 **RFP 24-05-REC, CLEMENT TAYLOR PARK RESTORATION 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):

Empire Builders Group Inc

Surety (Print Full Name):

The Cincinnati Insurance Company
(Seal) Surety's Name and Corporate Seal

By: [Signature] (L.S.)

By: Daniel F. Oaks Daniel F. Oaks

Signature (attach power of attorney)

Title: President

Title: Attorney-In-Fact

Attest:

witness:

Signature and Title

Renee Stephen

Attest:

Signature and Title

Savannah Johnson, Secretary

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.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Daniel F. Oaks and/or Chris Thomas

of Pensacola, Florida

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty-Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this

27th day of August, 2024



Ed H

Proof of Insurance



EMPIBUI-01

NHAYDEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2024

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 Fisher Brown Bottrell Insurance 19 West Garden Street Suite 300 Pensacola, FL 32502		CONTACT NAME: Nancy Hayden PHONE (A/C, No, Ext): (850) 470-2656 E-MAIL ADDRESS: nhayden@fbbins.com FAX (A/C, No): (601) 208-8345																						
INSURED Empire Builders Group Inc. 3217 Tallship Ln Pensacola, FL 32526		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td colspan="2">INSURER A: Specialty Builders Insurance Company</td><td></td></tr><tr><td colspan="2">INSURER B: Auto-Owners Insurance Company</td><td>18988</td></tr><tr><td colspan="2">INSURER C: National Builders Insurance Company</td><td>16632</td></tr><tr><td colspan="2">INSURER D: Southern-Owners Insurance Company</td><td>10190</td></tr><tr><td colspan="2">INSURER E: Evanston Insurance Company</td><td>35378</td></tr><tr><td colspan="2">INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Specialty Builders Insurance Company			INSURER B: Auto-Owners Insurance Company		18988	INSURER C: National Builders Insurance Company		16632	INSURER D: Southern-Owners Insurance Company		10190	INSURER E: Evanston Insurance Company		35378	INSURER F:		
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INSURER F:																								

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			GLP3565700	10/21/2023	10/21/2024	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>2,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000	MED EXP (Any one person)	\$	10,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000		\$	
EACH OCCURRENCE	\$	1,000,000																										
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	\$																											
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			4937434603	10/21/2023	10/21/2024	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$			\$							
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BODILY INJURY (Per accident)	\$																											
PROPERTY DAMAGE (Per accident)	\$																											
	\$																											
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 0 ☒ OCCUR ☐ CLAIMS-MADE			UMB0361233	10/21/2023	10/21/2024	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>2,000,000</td></tr><tr><td>AGGREGATE</td><td>\$</td><td>2,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	2,000,000	AGGREGATE	\$	2,000,000		\$													
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AGGREGATE	\$	2,000,000																										
	\$																											
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCV002779318	10/29/2023	10/29/2024	<table border="1"><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER			E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000									
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E.L. DISEASE - POLICY LIMIT	\$	1,000,000																										
D	Equipment Floater			78327070	10/21/2023	10/21/2024	Leased/Rented 75,000																					
E	Umbrella			MPXS3006499	12/10/2023	10/23/2024	Occur/Aggregate 2,000,000																					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder and others as required by written contract are Additional Insureds in regard to General Liability (excluding products/completed operations) Auto Liability and Umbrella if required by written contract. General Liability is Primary and Non-Contributory if required by written contract. Auto Liability is Primary only for owned vehicles if required by written contract. Waiver of subrogation applies in favor of certificate holder and others as required by written contract for General Liability, Auto Liability, Workers Compensation and Umbrella.

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

Proof of Licensing and Certifications



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MACCHIA, MICHAEL

EMPIRE BUILDERS GROUP INC

3217 TALLSHIP LN

PENSACOLA FL 32526

LICENSE NUMBER: CGC1517284

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/20/2024

Do not alter this document in any form.

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



Addendums

-None issued



EMPIBUI-01

NHAYDEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2024

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 Fisher Brown Bottrell Insurance 19 West Garden Street Suite 300 Pensacola, FL 32502	CONTACT NAME: Nancy Hayden PHONE (A/C, No, Ext): (850) 470-2656 E-MAIL ADDRESS: nhayden@fbbins.com FAX (A/C, No): (601) 208-8345																					
INSURED Empire Builders Group Inc. 3217 Tallship Ln Pensacola, FL 32526	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td colspan="2">INSURER A: Specialty Builders Insurance Company</td><td></td></tr><tr><td colspan="2">INSURER B: Auto-Owners Insurance Company</td><td>18988</td></tr><tr><td colspan="2">INSURER C: National Builders Insurance Company</td><td>16632</td></tr><tr><td colspan="2">INSURER D: Southern-Owners Insurance Company</td><td>10190</td></tr><tr><td colspan="2">INSURER E: Evanston Insurance Company</td><td>35378</td></tr><tr><td colspan="2">INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Specialty Builders Insurance Company			INSURER B: Auto-Owners Insurance Company		18988	INSURER C: National Builders Insurance Company		16632	INSURER D: Southern-Owners Insurance Company		10190	INSURER E: Evanston Insurance Company		35378	INSURER F:		
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			GLP3565700	10/21/2023	10/21/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			4937434603	10/21/2023	10/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			UMB0361233	10/21/2023	10/21/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV002779318	10/29/2023	10/29/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			78327070	10/21/2023	10/21/2024	Leased/Rented 75,000
E	Umbrella			MPXS3006499	12/10/2023	10/23/2024	Occur/Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder and others as required by written contract are Additional Insureds in regard to General Liability (excluding products/completed operations)
Auto Liability and Umbrella if required by written contract. General Liability is Primary and Non-Contributory if required by written contract. Auto Liability is Primary only for owned vehicles if required by written contract. Waiver of subrogation applies in favor of certificate holder and others as required by written contract for General Liability, Auto Liability, Workers Compensation and Umbrella.

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

Attachment "C"

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC§ 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC§ 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC§ 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC§ 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC§ 4 71, Section 4 7123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC§§ 12131 - 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC§ 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

Attachment E
PUBLIC CONSTRUCTION BOND

PROJECT NAME: CLEMENT TAYLOR PARK RENOVATION

CONTRACT NUMBER/RFP NO: 24-05-REC

PARCEL ID NO: 00-2S-22-0630-0000-1400

ADDRESS OF PROPERTY: 131 Calhoun Ave. Destin, FL 32541

PRINCIPAL:

Company Name: Empire Builders Group, Inc

Contact Name: Michael Macchia

Street Address: 3217 Tallship Lane

City/State/Zip Code: Pensacola, FL 32526

Phone Number: (850) 698-6943

E-Mail Address: Mike@EmpireBuildersGroup.com

OWNER:

Company Name: The City of Destin

Contact Name: Jeff Cozadd Phone Number: 850-279-4228

E-mail Address: icozadd@cityofdestin.com

SURETY/FINANCIAL INSTITUTION:

Company Name: The Cincinnati Insurance Company

Contact Name: Daniel F. Oaks

Street Address: 6200 S Gilmore Rd

City/State/Zip Code: Pensacola, FL 45014

Phone Number: (813) 786-0831

E-Mail Address: Daniel.Oaks@Acentria.com

BY THIS BOND, We, Empire Builders Group, Inc., as "Principal" and The Cincinnati Insurance Company

, a corporation, as "Surety", are bound to the City of Destin,

Florida, herein called "Owner", in the sum of \$ 1,658,575.12, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs that certain contract between the City of Destin and Empire Builders Group, Inc., dated November __, 2024, between Principal and Owner for the construction of CLEMENT TAYLOR PARK RENOVATION PROJECT pursuant to RFP No. 24-05-REC ("Contract"), the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.
5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05, Florida Statutes.
6. In the event Principal fails or refuses to satisfactorily complete said improvements within 90 days prior to the time prescribed in the Contract, the Principal and Surety jointly and severally agree that the City shall have the right to: construct, reconstruct, restore or repair any such improvements, whether through utilizing city employees and materials or contracting for the completion of said improvements; or in its discretion, permit the Surety to complete said improvements. The Principal and Surety shall be jointly and severally liable hereunder to pay and indemnify to the City, all costs the City incurs for completing said improvements, for the final and total cost thereof, including but not limited to engineering, legal and other costs, together with any damages, either direct or consequential, which the City may sustain on account of the Principal's failure or refusal to complete said improvements.
7. Surety stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed specific improvements shall in any way affect its obligation on this bond, and Surety hereby waives notice of any such changes, extension of time, alteration, addition or deletion to the proposed

specific improvements. It is expressly agreed that this bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, so as to bind the Principal and Surety to the full and faithful performance of all improvements in accordance with the Project.

EXECUTED this 12th day of November, 2024.

Principal Name: Empire Builders Group, Inc

Principal Signature: 

Surety Name: The Cincinnati Insurance Company

Surety Signature:  Daniel F. Oaks
Attorney-In-Fact

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Daniel F. Oaks and/or Chris Thomas

of Pensacola, Florida

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty-Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 12th day of November, 2024



Ed H

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2024

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 3.I.

TO: City Council

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

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Krystal Strickland, Finance Director

DATE: 11/19/24

SUBJECT: Interlocal with the County - Crosstown Connector funding

I. BACKGROUND: The County has agreed to contribute up to \$3.3M towards the construction of the crosstown Connector roadway. These funds will come from Okaloosa County's Tourist Development Tax dollars.

II. DISCUSSION: Okaloosa County TDC agreed to contribute towards the construction of the Crosstown Connector roadway. The interlocal states that the County will reimburse the City up to \$3.3M or one-third of the project costs (whichever is less).

A. Link to Strategic Goals / Objectives: 1.6 Two-lane Crosstown Connector Beach to Benning

B. Effect on Budget (EOB): This grant was budgeted in the FY 2025 budget.

Grant Revenue: 305300-337715-EN615

Grant Expenditures: 30554100-565000-EN615

Account Receivable: 305-133200-EN615

Unearned Revenue: 305-223200-EN615

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

D. Legislative Sponsor:

III. CONCLUSION: This funding will be instrumental in the city completing this project. Staff recommend the approval on the interlocal.

IV. RECOMMENDED MOTION: I move that the City Council approve the interlocal between the County and City for Crosstown Connector funding and authorize the mayor to execute.

Attachments:

1. Interlocal - Destin Connector - clean

**INTERLOCAL AGREEMENT BETWEEN OKALOOSA
COUNTY AND THE CITY OF DESTIN FOR
CONSTRUCTION OF THE BEACH DRIVE TO BENNING
DRIVE ROADWAY LEG OF THE DESTIN CROSSTOWN
CONNECTOR CONSTRUCTION PROJECT**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between **OKALOOSA COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "County"), governed by its Board of County Commissioners, and the **CITY OF DESTIN**, a municipality organized under the laws of the State of Florida (the "City"), governed by its City Council, (collectively, the County and City will hereinafter be referred to as the "Parties").

WHEREAS, the Board of County Commissioners and the City Council agree that the city continues to see record numbers of visitors each spring and summer providing an economic benefit to the City and County; and

WHEREAS, Okaloosa County remains largely a drive-to destination, which, coupled with local traffic and the fact that Highway 98 is a thoroughfare for transient travelers moving east and west daily along the coast, creates a transportation bottleneck for locals and visitors alike; and

WHEREAS, this Destin Crosstown Connector construction project (the "Project") is described in the City's corridor protection ordinance and Comprehensive Plan Policy, and is designated as a project of high importance by the Northwest Florida Transportation Corridor Authority and Okaloosa-Walton Transportation Planning Organization; and

WHEREAS, the City is in the final phases of securing funding and requires documentation of County match funds; and

WHEREAS, the County has set aside three million, three hundred thousand dollars (\$3,300,000.00) of Tourist Development Taxes for this Project with the specific purpose and intent to address the impact of tourist-related business activities in the county; and

WHEREAS, the requirements of section 125.0104(5)(a)(6) Florida Statutes have been met with respect to this Project; and

WHEREAS, the County has previously approved of the use of these Tourist Development Tax dollars for the purposes of construction of the Project in its Tourist Development Plan, which was adopted through Ordinance Number 2022-23; and

WHEREAS, this Agreement is intended to formalize the Parties' relationship and funding for how this Project will proceed forward.

NOW, THEREFORE, in consideration of the above recitals, mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the County and the City agree as follows:

SECTION 1. AUTHORITY. This Agreement is entered into pursuant to the provisions of Chapter 163.01, Florida Statutes, and other applicable provisions of law.

SECTION 2. RECITALS. The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

SECTION 3. PARTIES. The parties to this Agreement are the County and the City.

SECTION 4. DETAILS OF THE DESTIN CROSSTOWN CONNECTOR CONSTRUCTION PROJECT. The Project provides a primary vehicular relief route through the City from Commons Drive on the east to Stahlman Avenue on the west. The Project is located within the Destin Multi-Modal Transportation District and must contain elements including a median divided roadway, bicycle lanes, a sidewalk on both sides of the right-of-way, street lighting, street furniture, and landscaping.

The Project is mostly built-out with the Beach Drive to Benning Drive road project being the last connecting leg for the Project. This new road construction is approximately 0.4 miles in length. The project footprint is more particularly described in the attached Exhibit “A.”

SECTION 5. FUNDING FOR THE PROJECT.

A. County’s Estimated Contribution. The County shall fund up to THREE MILLION, THREE HUNDRED THOUSAND DOLLARS (\$3,300,000) or 33%, whichever is less, from Tourist Development Taxes.

The County shall contribute its share of the Project funding on a reimbursement basis. The City shall invoice the County for its share of construction costs as of the date of the end of the quarter on a quarterly basis. Invoicing shall be in sufficient detail for pre- and post-audit review to ensure the services were performed and that the correct amount has been invoiced. Invoices shall include backup documentation detailing expenditure transactions, including but not limited to transaction date, vendor name, and purpose of transaction.

In the event a portion of an invoice submitted to the County for reimbursement to the City, as specified above, is disputed, reimbursement for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice will be processed for reimbursement without regard to that portion which is in dispute.

The County shall reimburse the City for the County's undisputed share of the Project funding in accordance with the Prompt Payment Act.

- B. City's Estimated Contribution. The City shall fund the balance of the Project, estimated at SIX MILLION, SEVEN HUNDRED THOUSAND DOLLARS (\$6,700,000) and more particularly described in the attached Exhibit "B," from various sources including but not limited to road impact fees, gas tax, and bond proceeds. The City may utilize any other lawful source of funding to fund the Project, exclusive of its Tourist Development Tax allocation.

SECTION 6. MAINTENANCE AND OPERATION.

- a. General Maintenance. After the completion of the construction, the City shall be responsible for the general maintenance of the Project and ensuring that it is kept in a condition permitting use by the general public and visitors.
- b. Parking Fees. Because funding is being partially provided by Tourism Development Taxes, parking fees shall not be permitted along the Project, unless otherwise agreed to formally by the parties. If approved, the same parking fee shall equally apply to all users. Unless otherwise agreed to by the County in writing, these parking fees, if collected, must be segregated in dedicated fund for the Crosstown Connector, to be used exclusively to maintain or otherwise improve the roadway.
- c. Signage. The roadway design shall incorporate a permanently posted sign designating the Crosstown Connector, which shall state that it was funded through a partnership between the County and the City. The County shall review and approve the sign before it is posted. Apart and separate from the signage above the City hereby agrees to work with the TDD to allow tourism related signage for wayfinding.

SECTION 7. TERM. This Agreement shall take effect on the last date of adoption by both the respective governing bodies and its recording in the Official Records of the County. The warranties and covenants described herein shall continue in perpetuity.

SECTION 8. RECORDS AND REPORTING.

- A. The City agrees to maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the City in connection with the Beach Drive to Benning Drive connecting leg for the Crosstown Connector.
- B. The County agrees to maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures

and practices which sufficiently and properly reflect the receipt, processing and payment of amounts in connection with the Beach Drive to Benning Drive connecting leg for the Project.

- C. Neither the City nor the County shall assume any responsibility for the other entity's failure to respond, timely, or at all, to a public records request. A request upon one entity, shall not be deemed to be a request on the other entity.
- D. The City agrees to include, in all contracts for services related to the Beach Drive to Benning Drive connecting leg for the Project, the public records statement as required under section 119.0701, Florida Statutes.

SECTION 9. REPRESENTATIONS AND WARRANTIES. The Parties hereby represent and warrant to the other that it has all requisite power, authority and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

SECTION 10. AMENDMENTS. Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the City Council and the Board of County Commissioners, and jointly executed by the parties hereto. This Agreement shall be enforced and be binding upon, and inure to the benefits of, the parties hereto and their respective survivors and assigns, if any. This Agreement shall not be assigned without the permission of all parties to the agreement.

SECTION 11. DISPUTE RESOLUTION. The Parties shall attempt to resolve any dispute that arise under this Agreement in good faith by participating in mediation. This mediation shall be in lieu of the requirements of the "Florida Governmental Conflict Resolution Act." The mediator shall be mutually agreed upon by the Parties and the cost of mediation shall be borne equally between the parties. In the event the matter is not resolved through the mediation process, each party shall be free to pursue any of its available remedies.

SECTION 12. JURY TRIAL WAIVER. IN THE EVENT THAT LITIGATION IS FILED BY ANY PARTY TO ENFORCE ANY TERMS OF THIS AGREEMENT, THEN ALL PARTIES AGREE THAT THEY HEREBY WAIVE ANY RIGHT TO A JURY TRIAL ON ANY ISSUES ARISING OUT OF THIS AGREEMENT.

SECTION 13. SEVERABILITY. If any one or more of the provisions of this Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, then the remainder of this Agreement shall remain in full force and effect.

SECTION 14. GOVERNING LAW AND VENUE. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in the state courts of Okaloosa County, Florida.

SECTION 15. NOTICE. If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested.

As to the County as follows:

County Administrator
Okaloosa County
1250 Eglin Pkwy N
Suite 102
Shalimar, FL 32579

As to the City as follows:

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

SECTION 16. NO MEMBER LIABILITY. Neither the members of the governing body of the County, the City, nor anyone executing this Agreement, shall be liable personally or shall be subject to any accountability for reason of the execution by the County, the City or any executing authority of the County or the City for any act pertaining thereto.

SECTION 17. SOVEREIGN IMMUNITY. The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the County or City's rights and immunities under the common law or section 768.28, Florida Statutes, as amended from time to time.

SECTION 18. INSURANCE, LIABILITY AND INDEMNIFICATION.

- A. Each party agrees to be fully responsible for all claims, liabilities, damages, costs, actions, suits or proceedings at law or in equity which may occur as a result of the wrongful or negligent acts of their respective officers, employees, representatives, and agents.
- B. Any contractor or consultant engaged by the City or County for work on the Beach Drive to Benning Drive connecting leg for the Crosstown Connector shall be required to protect, defend, indemnify and hold both the City and County harmless from all claims, demands, causes of action or liability resulting from injury to or death of persons or damage to or loss of property sustained as a consequence of the Beach Drive to Benning Drive connecting leg for the Crosstown Connector and arising from said contractor's operations or as a proximate result of the acts or omissions of the contractor or their employees. Such agreement by the contractor

or consultant shall include their indemnification as to any assessment of an administrative fine or penalty by a governmental entity for a violation of conditions of the permit and authorization related to their actions or failure to act in carrying out their contractual duties. The City and County shall require the provisions of this section to be included in all contracts between the City and County and its contractors and consultants for work or services to occur on the Beach Drive to Benning Drive connecting leg for the Crosstown Connector.

SECTION 19. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

SECTION 20. CONSTRUCTION. 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.

SECTION 21. FILING. The County and the City are hereby authorized and directed after approval, to file this Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida, for recording in the public records of Okaloosa County, Florida as provided in Section 163.01 (11), Florida Statutes.

SECTION 22. WAIVER. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on the date and year last written below.

OKALOOSA COUNTY, FLORIDA

Date: _____

By: _____
Paul Mixon Chairman

ATTEST:

J.D. Peacock II, Clerk

CITY OF DESTIN, FLORIDA

APPROVED AS TO FORM:

By: _____
Bobby Wagner, Mayor

Lynn M. Hoshihara, County Attorney

Date: _____

ATTEST:

Rey Bailey, Clerk

APPROVED AS TO FORM:

Kimberly Romano Kopp, City Attorney

EXHIBIT "A"

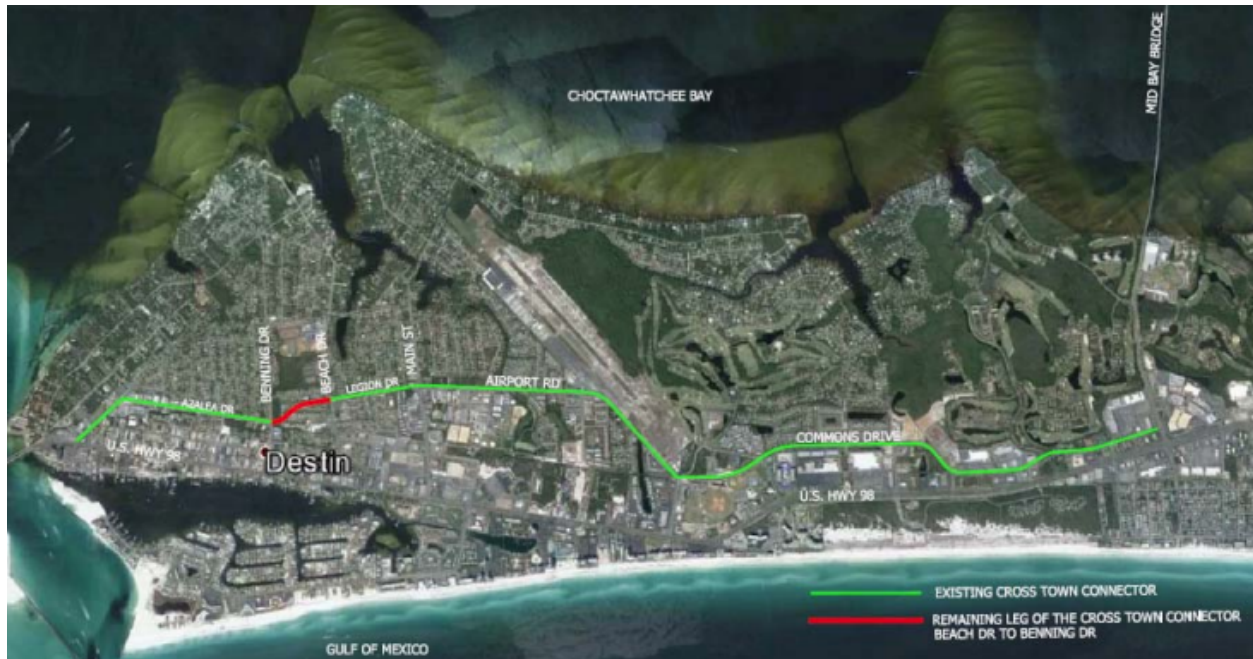


EXHIBIT “B”
ITEMIZED SCHEDULE OF EXPECTED CONTRIBUTIONS

Milestones	Est Start Date	Est End Date
Design	Complete	
Permitting	4/15/2024	12/14/2024
Bidding/Procurement	12/16/2024	03/31/2025
Construction NTP	04/01/2025 to 04/09/2025	
Construction time estimate	12 to 18 months from NTP	

Project Budget	Project Estimate
Construction Management (Contract Svc)	\$ 500,000
Construction	9,500,000
Total Estimated Project	\$ 10,000,000

Funding	Sources
Okaloosa BOCC/TDT	\$ 3,300,000
Destin Road Impact Fees	1,450,000
Destin Gas Tax #2	900,000
Destin 2024 Bond Proceeds	4,350,000
Total Sources	\$ 10,000,000

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2024**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 3.J.

TO: City Council

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

FROM: Rey Bailey, City Clerk

DATE: November 20, 2024

SUBJECT: Resolution 24-15 - Publishing the dates of the regular city council meetings in calendar year 2025

I. BACKGROUND: Due to the intensive budget season and holidays, the city council previously directed city staff to propose regular meeting schedules for an upcoming calendar year tailored to address these potential limitations. Council Resolution 22-08 states that, "At a regularly scheduled meeting in December of each year, the city council shall adopt a resolution publishing the dates of its regular meetings for the next 12 months.

This resolution adopting the meeting schedule may be amended from time to time at the council's discretion so long as it complies with the City's Charter and Florida Law.

Generally, regular meetings will be held on the first and third Mondays of each month except for national holidays, which fall on a Monday, when the regular meetings will be on the next Tuesday. However, the council may adopt any regular meeting schedule for the next 12 months as it sees fit, so long as it schedules at least one regular meeting each month in accordance with the City's Charter. The council shall specifically consider its meeting schedule in July due to a major holiday and the intensive budget season, and the months of November and December due to major holidays and events which may interfere with the council members and the public's ability to attend meetings.

II. DISCUSSION: Proposed Resolution 24-15 (Atch 1) specifies the dates the city council will hold its regular meetings for the calendar year 2025. Specifically, city staff recommends the city council conduct its regular meetings on the following days, beginning at the usual 6:00 p.m. start time.

- January 6, 2025
- January 21, 2025
- February 3, 2025
- February 18, 2025
- March 3, 2025
- March 17, 2025

- April 7, 2025
- April 21, 2025
- May 5, 2025
- May 19, 2025
- June 2, 2025
- June 16, 2025
- July 7, 2025
- July 21, 2025
- August 4, 2025
- August 18, 2025
- September 4, 2025
- September 15, 2025
- October 6, 2025
- October 20, 2025
- November 3, 2025
- November 17, 2025
- December 1, 2025
- December 15, 2025

Below is a list of events expected to occur in each of the following months in 2025, with exact dates to be determined:

February

- Council Strategic Visioning Session
- Mayor's State of the City (may be held at 2nd meeting in February)

May

- Budget workshop sessions

June

- Budget workshop sessions

July

- Budget workshop sessions

- A. **Link to Strategic Goals / Objectives:**
- B. **Effect on Budget (EOB):**
- C. **Level of Service (LOS):**
- D. **Legislative Sponsor:** City Council

III. **CONCLUSION:** City staff recommends the city council adopt the meeting schedule

specified in proposed Resolution 24-15

IV. RECOMMENDED MOTION: I move to adopt Resolution 24-15

Attachments:

1. 15 - City Council Meeting Schedule

RESOLUTION 24-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN ADOPTING ITS REGULAR MEETING SCHEDULE FROM JANUARY 2025 THROUGH DECEMBER 2025; PROVIDING FOR AUTHORITY; PROVIDING FOR AMENDMENTS TO REGULAR MEETING SCHEDULE; AND AN EFFECTIVE DATE.

WHEREAS, the city council recognizes that the budget season and the holiday season may impact the council's ability to meet for calendar year 2024; and

WHEREAS, to minimize disruptions to the city council's regular meeting schedule and provide ample notice to the public of the council's regular meeting schedule, the council desires to adopt the following meeting schedule for the calendar year 2025; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Destin does hereby adopt the following meeting schedule for calendar year 2025:

1. **Authority.** The authority for this resolution is the City Charter and Section 286.0114, Florida Statutes.
2. **City Council Regular Meetings for Calendar Year 2024.** The city council shall meet on the following days for the calendar year 2024.
 - January 6, 2025
 - January 21, 2025
 - February 3, 2025
 - February 18, 2025
 - March 3, 2025
 - March 17, 2025
 - April 7, 2025
 - April 21, 2025
 - May 5, 2025
 - May 19, 2025
 - June 2, 2025
 - June 16, 2025
 - July 7, 2025
 - July 21, 2025
 - August 4, 2025
 - August 18, 2025
 - September 4, 2025
 - September 15, 2025
 - October 6, 2025

- October 20, 2025
 - November 3, 2025
 - November 17, 2025
 - December 1, 2025
 - December 15, 2025
3. **Amendments to this Calendar:** The city council may amend this resolution at any time so long as such amendment complies with the City's Charter and Florida Law.
4. **Supersedes Resolution 23-29.** The city council is adopting new procedures relating to the adoption of its regular meeting schedule through Resolution 22-08. This resolution supersedes and controls the council's meeting schedule in the event of any conflict with Resolution 22-08.
5. **Effective Date.** This resolution shall be effective immediately upon adoption by the city council.

SO DONE THIS THE 2ND DAY OF DECEMBER 2024

By: _____

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

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

Kimberly Romano Kopp, City Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2024**TYPE OF AGENDA ITEM:** City Manager Report**AGENDA OUTLINE NUMBER:** 4.A.

TO: City Council

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

FROM: Rey Bailey, City Clerk

DATE: November 21, 2024

SUBJECT: Appointment / Reappointment of Members to the City of Destin Volunteer Committees and Boards

I. BACKGROUND: Per city code, each council member has the authority to nominate an individual to serve on each of the city's standing committees and boards. These nominations are subject to approval by the entire council. The term of office for each appointed member aligns with the term of the council member who nominated them. With the recent seating of the new council, the terms of several volunteer members expired in November 2024. All affected members have been notified in writing and advised to submit a new volunteer application form should they wish to seek reappointment to their respective committees.

II. DISCUSSION: Attachment 1 provides a comprehensive roster of current committee and board members, along with a list of previous members seeking reappointment to vacant positions and new applicants for these vacancies. Attachments 2 through 29 include the complete application forms submitted by interested residents. While council members have access to these applications, they retain the authority to nominate any individual who resides within the City of Destin.

For appointments to the CRA Advisory Committees, nominees must meet at least one of the following qualifications in addition to being a Destin resident:

- Reside within the respective redevelopment area,
- Own a business located in the respective redevelopment area,
- Be employed by a business located in the respective redevelopment area,
- Own property in the respective redevelopment area, or
- Serve as a principal of a property-owning entity within the respective redevelopment area.

Additionally, the council previously adopted a resolution (Atch 30) permitting the appointment of up to three at-large members to the CRA Advisory Committees. These individuals are only required to reside in the City of Destin to qualify for appointment.

- A. **Link to Strategic Goals / Objectives:** Enhanced Quality of Life
- B. **Effect on Budget (EOB):** None. These are volunteer positions.
- C. **Level of Service (LOS):** Each committee is composed of seven members, with a quorum requiring the presence of four members. Full membership is essential for each committee to effectively carry out the tasks and responsibilities for which it was established.
- D. **Legislative Sponsor:** City Council

III. CONCLUSION: The following officials will be requested to nominate individuals to serve on the respective committees or boards listed under their names below:

Councilmember Schmidt:

Board of Adjustment
Harbor & Waterways Board
Harbor CRA Advisory Committee
Local Planning Agency
Parks & Recreation Committee
Public Works/Safety Committee
Town Center CRA Advisory Committee

Councilmember Hebert:

Harbor & Waterways Board
Harbor CRA Advisory Committee
Local Planning Agency
Parks & Recreation Committee
Public Works/Safety Committee
Town Center CRA Advisory Committee

Councilmember Destin:

Harbor & Waterways Board
Harbor CRA Advisory Committee
Local Planning Agency
Parks & Recreation Committee
Public Works/Safety Committee
Town Center CRA Advisory Committee

Councilmember Trammell:

Harbor & Waterways Board
Harbor CRA Advisory Committee
Local Planning Agency
Parks & Recreation Committee
Public Works/Safety Committee
Town Center CRA Advisory Committee

Councilmember Braden:

Board of Adjustment
Harbor & Waterways Board
Harbor CRA Advisory Committee
Local Planning Agency
Parks & Recreation Committee
Public Works/Safety Committee
Town Center CRA Advisory Committee

Councilmember Geile:

Town Center CRA Advisory Committee

IV. RECOMMENDED MOTION: I move to appoint _____ (Name)_____ to
the _____ (committee/board)_____.

Attachments:

1. Committee Membership Roster
2. Clifford Atwell - Harbor & Waterways
3. Bill McKissick - Harbor & Waterways
4. Gene Eisenmann - Harbor &
Waterways
5. John Stephens - Harbor & Waterways
6. James Green - Harbor & Waterways
7. Jerod Hayden - Harbor & Waterways
8. Ryan Holloway - Harbor & Waterways
9. Walter Casey Jones - Harbor &
Waterways
10. Michael Doughty - Harbor &
Waterways
11. Kirstie Weimer - Harbor & Waterways
12. Brady Stebbins - Harbor CRA
13. John Stephens - Harbor CRA
14. Clifford Atwell - Harbor CRA
15. Gene Eisenmann - Harbor CRA
16. Ryan Holloway - Harbor CRA
17. Lance Johnson - Harbor CRA
18. James Green - Harbor CRA
19. Corey Ledbetter - LPA
20. Marcie Bell - LPA
21. Jim Wood - LPA
22. Autumn Weidenhamer - Parks & Rec
23. Leslie Schmidt - Parks & Rec
24. Mike Jones - Parks & Rec
25. Nikki Johnson - Parks & Rec
26. Jim Wood - Public Works
27. John Green - Public Works
28. Marcie Bell - Public Works
29. Tammy Weidenhamer - Public Works

30. Resolution CRA 17-01 Amending
CRA Advisory Committees Bylaws

BOARD OF ADJUSTMENT

<u>MEMBER</u>	<u>NOMINATED BY</u>	<u>DATE APPTD.</u>	<u>EXP. DATE</u>
Tom Weidenhamer 808 Wild Oak Avenue Destin, FL 32541 585-1400 cell & preferred contact # 837-7600 (Hm) tweidenhamer@cityofdestin.com	Geile	12/12/2022	11 / 2026
Chatham Morgan 339 Calhoun Avenue Destin, FL 32541 (850) 687-4775 chathammorgan@gmail.com / cmorgan@cityofdestin.com	Hebert	11/18/2024	11 / 2028
James Moomaw 1048 Hwy 98 E, Unit 303W Destin, FL 32541 214-683-0484 (cell) j.moomaw@sbcglobal.net / jmoomaw@cityofdestin.com	Bagby	11/18/2024	11 / 2026
Matthew Sweetser 402 Bay Oaks Ct. Destin, FL 32541 (850) 830-4433 mattsweetser4@gmail.com / msweetser@cityofdestin.com	Trammell	11/18/2024	11 / 2028
Lance Johnson 624 Sea Oats Drive Destin, FL 32541 (850) 333-3786 destinrecmgr@gmail.com / ljohnson@cityofdestin.com	Destin	11/18/2024	11 / 2028
VACANT	Braden		11 / 2026
VACANT (prior nominee David Emerson did not reapply)	Schmidt		11 / 2028

HARBOR AND WATERWAYS BOARD

<u>MEMBER</u>	<u>NOMINATED BY</u>	<u>DATE APPTD.</u>	<u>EXP. DATE</u>
Richard Hoey 3819 Indian Bayou Trail Destin, FL 32541 (404) 457-5158 rhoey@cityofdestin.com	Bagby	12/12/2022	11 / 2026
Guy Tadlock 502 Norriego Road Destin, FL 32541 837-7078 334-728-0091 gtadlock@cityofdestin.com	Geile	12/12/2022	11 / 2026
VACANT	Schmidt		11 / 2028
VACANT	Hebert		11 / 2028
VACANT	Destin		11 / 2028
VACANT	Trammell		11 / 2028
VACANT	Braden		11 / 2026

Previous members with expired terms reapplying for membership ([previous sponsor](#))

Bill McKissick (**Hebert**)
James Green (**Schmidt**)
Jerod Hayden
Walter “Casey” Jones

New applicants ([Council member consulted on the application](#))

Michael Doughty
Kirstie Weimer
Ryan Holloway (**Schmidt**)
Clifford Atwell
Gene Eisenmann
John Stephens (**Trammell**)

HARBOR COMMUNITY REDEVELOPMENT AGENCY ADVISORY COMMITTEE

<u>MEMBERS</u>	<u>APPTD. BY</u>	<u>DATE APPTD.</u>	<u>EXP. DATE</u>
Casey Jones 3830 Indian Trail Destin, FL 32541 837-6935 (H) 259-5531 (C) cjones@cityofdestin.com	Geile	12/12/2022	11 / 2026
Guy Tadlock 502 Norriego Road Destin, FL 32541 837-7078 334-728-0091 gtadlock@cityofdestin.com	Bagby	11/6/2023	11 / 2026
VACANT	Schmidt		11 / 2028
VACANT	Hebert		11 / 2028
VACANT	Destin		11 / 2028
VACANT	Trammell		11 / 2028
VACANT	Braden		11 / 2026

Previous members with expired terms reapplying for membership ([previous sponsor](#))

James Green

New applicants ([Council member consulted on the application](#))

Lance Johnson (Trammell)
Gene Eisenmann
Ryan Holloway (Schmidt)
Clifford Atwell
Brody Stebbins
John Stephen (Destin)

LOCAL PLANNING AGENCY

<u>MEMBERS</u>	<u>NOMINATED BY</u>	<u>DATE APPTD.</u>	<u>EXP. DATE</u>
Todd Buhr (V. Chair) 4510 Luke Avenue Destin, FL 32541 334-494-3749	Bagby	12/12/2022	11 / 2026
Jay Purut 148 Kel-Wen Circle Destin, FL 32541 (404) 354-1200 jpurut@cityofdestin.com	Geile	12/12/2022	11 / 2026
VACANT	Schmidt		11 / 2028
VACANT	Hebert		11 / 2028
VACANT	Destin		11 / 2028
VACANT	Trammell		11 / 2028
VACANT	Braden		11 / 2026

Previous members with expired terms reapplying for membership (**previous sponsor**)

Jim Wood (**Destin**)
Corey Ledbetter (**Schmidt**)
Marcie Bell (**Hebert**)

New applicants: None

PARKS & RECREATION COMMITTEE

<u>MEMBER</u>	<u>NOMINATED BY</u>	<u>DATE APPTD.</u>	<u>EXP. DATE</u>
Bryan Otto 3826 Indian Trail Destin, FL 32541 (703) 973-0043 botto@cityofdestin.com	Bagby	7/22/2024	11 / 2026
Isaac Birch 719 Legion Drive Destin, FL 32541 850-585-6588 ibirch@cityofdestin.com	Geile	12/12/2022	11 / 2026
VACANT	Schmidt		11 / 2028
VACANT	Hebert		11 / 2028
VACANT	Destin		11 / 2028
VACANT	Trammell		11 / 2028
VACANT	Braden		11 / 2026

Previous members with expired terms reapplying for membership ([previous sponsor](#))

Leslie Schmidt (**Schmidt**)
Autumn Weidenhamer (**Hebert**)
Nikki Johnson

New applicants ([Council member consulted on the application](#))

Mike Jones

PUBLIC WORKS/PUBLIC SAFETY

<u>MEMBER</u>	<u>NOMINATED BY</u>	<u>DATE APPTD.</u>	<u>EXP.DATE</u>
Tom Weidenhamer 808 Wild Oak Avenue Destin, FL 32541 585-1400 cell & preferred contact # 837-7600 (Hm) tweidenhamer@cityofdestin.com	Geile	12/12/2022	11 / 2026
Curtis Smith 65 Siesta Bluff Destin, FL 32541 (615) 210-2150 csmith@cityofdestin.com	Bagby	12/12/2022	11 / 2026
VACANT	Schmidt		11 / 2028
VACANT	Hebert		11 / 2028
VACANT	Destin		11 / 2028
VACANT	Trammell		11 / 2028
VACANT	Braden		11 / 2026

Previous members with expired terms reapplying for membership (previous sponsor)

John Green (Hebert)
Tammy Weidenhamer (Schmidt)
Jim Wood
Marcie Bell

New applicants: None

**TOWN CENTER COMMUNITY REDEVELOPMENT AGENCY ADVISORY
COMMITTEE**

<u>MEMBERS</u>	<u>NOMINATED BY</u>	<u>DATE APPTD.</u>	<u>EXP. DATE</u>
Lockwood Wernet (Chairman) 10 Country Club Dr Destin, FL 32541 837-6146 (wk) 200-2028 (c) 654-5173 (fax) lwernet@cityofdestin.com	Bagby	12/12/2022	11 / 2026
VACANT (Prior nominee – Dorothy Robinson – resigned from the committee)	Geile		11 / 2026
VACANT	Schmidt		11 / 2028
VACANT	Hebert		11 / 2028
VACANT	Destin		11 / 2028
VACANT	Trammell		11 / 2028
VACANT	Braden		11 / 2026

Previous members with expired terms reapplying for membership: None

New applicants: None

HARBOR CAPACITY STUDY STEERING COMMITTEE

MEMBERS

Jason Klosterman
1014 Airport Road, Unit 128
Destin, FL 32541
850-714-3880
jklosterman@cityofdestin.com

Mike Buckingham
510 Calhoun Avenue
Destin, FL 32541
850-259-6533
mbuckingham@cityofdestin.com

Ian Blaise
702 Lakeside Drive
Destin, FL 32541
850-748-8002
jblaise@cityofdestin.com

Michael Dombrowski
320 Harbor Blvd, Suite 204
Destin, FL 32541
850-598-1545
mdombrowski@cityofdestin.com

Patrick Wilson
316 Sailfish Circle
Destin, FL 32541
850-217-8414
captpat1013@gmail.com

John Stephens
4025 Indian Trail
Destin, FL 32541
850-217-4777
jstephens@cityofdestin.com

NOMINATED BY

Braden

Ramswell

Schmidt

Overdier

King

Destin

Eddie Morgan
712 Jupiter St.
Destin, FL 32541
850-502-9733
emorgan@cityofdestin.com

Hebert

Capt. Jim Green III
824 N. Lakeside Drive
Destin, FL 32541
837-1293 (W)
259-5308 (Main)
jgreen@cityofdestin.com

Jarvis

First Name	Cliff
Last Name	Atwell
Home Address	1180 Bay Court
City	Destin
State	FL
Zip	32541
Phone	8502597869
Email	cliff.atwell@gmail.com
Business Name	Reel Grace Fishing Charters
Business Address	10 Harbor Blvd
City	Destin
State	FL
Zip	32541
Brief description of education and experience:	Graduated from Gulf Coast School of Navigation, lifelong Destin resident, business owner/operator, 100 Ton Merchant Mariner Master, operator of private and passenger vessels for over 35 years.
How long have you lived in Destin?	60 years

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	<i>Field not completed.</i>
Select the board or committee you are interested in serving on.	Harbor & Waterways Board
List your qualifications to serve on the selected board or committee.	Over 35 years of experience operating 100 Ton Vessels in Destin, Charter Boat owner/operator, former Captain of passenger vessels and tour boats
What do you consider the purpose of this board/committee to be?	Making decisions about local harbor and waterways including dock use and development
What would you like to see this board/committee accomplish?	Responsible growth and upkeep of our waterways
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	John Stephens

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS

OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature

Electronic Signature Verification

Date

10/26/2024

Email not displaying correctly? [View it in your browser.](#)

First Name	BILL
Last Name	MCKISSICK
Home Address	151 Calhoun Ave #109
City	DESTIN
State	FL
Zip	32541
Phone	8508034269
Email	bmckissick@legendarymarine.com
Business Name	122331
Business Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Brief description of education and experience:	20+ years of running Luxury automotive dealerships with multiple training courses in Customer relations, technical repairs and Business management. 14 years of experience in the boating and yacht industry. 2 years of drafting classes. Hobbies include Remodeling old homes, Fishing and boating.

How long have you lived in Destin?	29 yr
Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	Harbor and Waterways Board
Select the board or committee you are interested in serving on.	Harbor & Waterways Board
List your qualifications to serve on the selected board or committee.	I have served on this board for many years, and I was the Chairman (until medical issue) and now serve as the Vice Chairman
What do you consider the purpose of this board/committee to be?	To help monitor the growth and health of our Harbor and water
What would you like to see this board/committee accomplish?	To see it stay Healthy and safe for all Boaters and be the Light of Destin
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	Teresa Herbert

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature

Electronic Signature Verification

Date

11/6/2024

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First Name	Gene
Last Name	Eisenmann
Home Address	775 Gulf Shore Drive, Villa 42
City	Destin
State	Fl
Zip	32541
Phone	2142021426
Email	Captaingenefl@gmail.com
Business Name	Destin Pontoon Charters
Business Address	314 Harbor Blvd
City	Destin
State	Fl
Zip	32541
Brief description of education and experience:	BA Political Science. University of Oklahoma Captain Certified Insurance Counselor Pilot
How long have you lived in Destin?	7 years

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	<i>Field not completed.</i>
Select the board or committee you are interested in serving on.	Harbor & Waterways Board
List your qualifications to serve on the selected board or committee.	Ex President of the Okaloosa County Watersports Coalition. Business owner on Destin Harbor
What do you consider the purpose of this board/committee to be?	Review plans for future growth and monitor the overall conditions of Destin harbor
What would you like to see this board/committee accomplish?	Help keep our waters clean and the use of harbor in accordance to the desires of Destin residents
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	<i>Field not completed.</i>

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS

OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature

Electronic Signature Verification

Date

10/25/2024

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First Name	John
Last Name	Stephens
Home Address	4025 Indian Trail
City	Destin
State	FL
Zip	32541
Phone	8502174777
Email	john@luthersponton.com
Business Name	Luther's Pontoon, Waverunner, & Kayak Rentals
Business Address	4025 Indian Trail
City	Destin
State	FL
Zip	32541
Brief description of education and experience:	High School - Choctawhatchee High School College - University of West Florida - B.S. in Computer Science Work - Contractor for Military with Computer technology. Work - Currently own a watersports business
How long have you lived in Destin?	16 years

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	None
Select the board or committee you are interested in serving on.	Harbor & Waterways Board
List your qualifications to serve on the selected board or committee.	Having served as City of Destin Interim City Council, FWC's Boating Advisory Council, Chairman of Harbor & Waterways. I have a watersport business on the Harbor, started a Watersport Coalition. I feel I have a vast understanding of the Harbor District.
What do you consider the purpose of this board/committee to be?	The Destin Harbor & Waterways Board is focused on protecting and managing Destin's harbor and waterways, ensuring they are safe, accessible, and environmentally sustainable. The board serves an advisory role to the Destin City Council and helps in shaping policies that preserve the waterways' natural resources and support public use.
What would you like to see this board/committee accomplish?	I would like to be involved with getting 1 Harbor Blvd moving the right direction, making sure the NPEB is working properly, helping with getting a Harbormaster with jurisdiction, coming up with solutions to keep our waterways clean and sustainable, & seeing the possible Mooring Harbor be established.
If you have discussed this application with any member(s) of the Destin	Sandy Trammell

City Council, please
identify them.

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature

Electronic Signature Verification

Date

11/8/2024

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First Name	James
Last Name	Green
Home Address	824 N Lakeside Dr
City	Destin
State	FL
Zip	32541
Phone	8502595308
Email	destinfisherman@yahoo.com
Business Name	American Spirit Party Boat
Business Address	116 Harbor Blvd, Destin, Flroida 32541
City	Destin
State	FL
Zip	32541
Brief description of education and experience:	Some college, 100 Ton Master Merchant Mariner Officer, Captain and General Manager of the party boat American Spirit. 30+ years of fishing experience out of Destin, Florida. President of the Destin Charter Boat Association, Director of the Destin Seafood Festival, Board member of the Destin Fishing Rodeo.

How long have you lived in Destin?	43 Years
Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	Destin Harbor CRA Advisory Committee, Harbor and Waterways Board, Harbor Capacity Study Steering Committee
Select the board or committee you are interested in serving on.	Harbor & Waterways Board
List your qualifications to serve on the selected board or committee.	Over 5 years of membership of the Harbor and Waterways Board as a member and Chairman with acquired knowledge of the purpose and process of the Board.
What do you consider the purpose of this board/committee to be?	To assess and work in the best interests of the City and residents on all issues, private and public projects, and development of Destin's waterways.
What would you like to see this board/committee accomplish?	To continue to improve Destin's harbor and waterways concerning water quality, development, and maintaining navigability for better enjoyment and safety for recreation and commerce.
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	Not as of now. Waiting for election results.

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature	Electronic Signature Verification
Date	10/24/2024

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First Name	Jerod
Last Name	Hayden
Home Address	757 Benning Dr
City	Destin
State	FL
Zip	32541
Phone	8506215811
Email	jerodhayden@gmail.com
Business Name	<i>Field not completed.</i>
Business Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Brief description of education and experience:	- Master's Degree in Operations Management - 15 years Department of Defense civil service (Program Management) - 1 year on Harbor and Waterways Board
How long have you lived in Destin?	40 years

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	Harbor and Waterways
Select the board or committee you are interested in serving on.	Harbor & Waterways Board
List your qualifications to serve on the selected board or committee.	Current boardmember
What do you consider the purpose of this board/committee to be?	Pollution mitigation, future growth management
What would you like to see this board/committee accomplish?	Successfully manage development on local waterways
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	<i>Field not completed.</i>

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Signature

Electronic Signature Verification

Date

10/28/2024

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First Name	Ryan
Last Name	Holloway
Home Address	530 Beach Drive
City	Destin
State	FL
Zip	32541
Phone	334-462-8860
Email	RHolloway@HollowayYachts.com
Business Name	Holloway Yacht Charters, LLC
Business Address	530 Beach Drive
City	Destin
State	FL
Zip	32541
Brief description of education and experience:	Education: 1. Auburn University – Major Finance, Minor International Business. Bachelor's Degree 2. Auburn University at Montgomery – MBA, Direction in Finance Experience: I spent ten years in hospital revenue cycle management for

major hospitals before moving to Destin. My specialty was in insurance. During my tenure, I worked my way up to National Director of Public Relations in that company.

I was able to retire at a young age and pursue a new career in Destin, FL. In three years, I have built the largest luxury charter fleet from Texas to Miami in respect to profits and size of the fleet. Holloway Yacht Charters also owns Fish & Fun Destin along with being a partner in two other local charter yacht companies.

I obtained my real estate license in 2023 and I am a Realtor with the Beasley Group – Compass Real Estate.

How long have you lived in Destin?	Almost four years
Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	N/A
Select the board or committee you are interested in serving on.	Harbor & Waterways Board
List your qualifications to serve on the selected board or committee.	Local realtor, Charter yacht company owner, Charter fishing company owner, 100 Ton Master Captain
What do you consider the purpose of this board/committee to be?	To make sure the harbor grows properly and brings visitors that have the capability to spend more money. I also feel that their actions are very important in keeping the local waterways clean

What would you like to see this board/committee accomplish?

Bring a better quality of client to Destin. Safety and cleanliness is also a major concern.

If you have discussed this application with any member(s) of the Destin City Council, please identify them.

Kevin Schmidt and John Stephens in detail but the entire city council is aware of this. I also have much of the community supporting me

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Signature

Electronic Signature Verification

Date

10/22/2024

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First Name	Walter <i>CASEY</i>
Last Name	Jones
Home Address	3830 INDIAN TRAIL
City	DESTIN
State	Florida
Zip	32541-1830
Phone	8502595531
Email	Captcasey5@aol.com
Business Name	CJS Harbor Hangout
Business Address	385 Harbor BLVD Suite 102
City	DESTIN
State	Florida
Zip	32541-1830
Brief description of education and experience:	Some College education
How long have you lived in Destin?	50 years

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	Yes
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	Harbor CRA
Select the board or committee you are interested in serving on.	Harbor & Waterways Board
List your qualifications to serve on the selected board or committee.	Been on it for a few years
What do you consider the purpose of this board/committee to be?	Harbor safety and approval of new structures
What would you like to see this board/committee accomplish?	A Clean Harbor
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	DESTIN

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Signature

Electronic Signature Verification

Date

11/15/2024

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First Name	Michael
Last Name	Doughty
Home Address	512 Driftwood Cir
City	Destin
State	FL
Zip	32541
Phone	8509778131
Email	michael32541@gmail.com
Business Name	Retired
Business Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Brief description of education and experience:	Former member on Harbour board, like to serve again
How long have you lived in Destin?	14 years

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	<i>Field not completed.</i>
Select the board or committee you are interested in serving on.	Harbor & Waterways Board
List your qualifications to serve on the selected board or committee.	Boater
What do you consider the purpose of this board/committee to be?	Safe guard of harbor and waterways
What would you like to see this board/committee accomplish?	Safe waters
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	Na

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Signature

Electronic Signature Verification

Date

8/30/2024

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First Name	Kirstie
Last Name	Weimer
Home Address	125 Crystal Beach Dr Unit 137
City	Destin
State	FL
Zip	32541
Phone	5185771374
Email	kweimer16@gmail.com
Business Name	<i>Field not completed.</i>
Business Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Brief description of education and experience:	Bachelor of Science, Mechanical Engineering Master of Science, Industrial & Systems Engineering Currently a technology project manager. Previously worked at Lockheed Martin as an engineer.
How long have you lived in Destin?	9 months

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	<i>Field not completed.</i>
Select the board or committee you are interested in serving on.	Harbor & Waterways Board
List your qualifications to serve on the selected board or committee.	Project management experience, frequent visitor to harbor via snorkeling, walking, enjoyment. Passionate about water accessibility.
What do you consider the purpose of this board/committee to be?	Inventory current pollution sources. Monitor Destin harbor and review / recommend future plans.
What would you like to see this board/committee accomplish?	Continue to protect and improve Destin harbor for visitors and residents to continue to enjoy the waterways for many many years to come.
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	<i>Field not completed.</i>

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Signature

Electronic Signature Verification

Date

10/17/2024

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First Name	Brady
Last Name	Stebbins
Home Address	2004 98 Palms Blvd Unit 4328
City	Destin
State	FL
Zip	32541
Phone	2074676247
Email	brady@southernstardolphincruise.com
Business Name	Southern Star Dolphin Cruise / Buccaneer Pirate Cruise / HarborWalk Adventures
Business Address	100 Harbor Boulevard
City	Destin
State	FL
Zip	32541
Brief description of education and experience:	After graduating from the University of Maine with a degree in Finance, I worked in both the insurance and marine engineering fields before transitioning to small business management. In Maine I managed boat tour and ferry services along the mid-coast for three years, and due to common company ownership I was presented with an opportunity to

move to Destin to manage three tourism brands here at the Harbor. I'm currently the CEO of Southern Star Dolphin Cruise, Buccaneer Pirate Cruise, and HarborWalk Adventures.

How long have you lived in Destin?	2 years in January 2025.
Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	No
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	<i>Field not completed.</i>
Select the board or committee you are interested in serving on.	Harbor CRA Advisory Committee
List your qualifications to serve on the selected board or committee.	Stakeholder, investor, and operator of small businesses along the harbor with plans for growth.
What do you consider the purpose of this board/committee to be?	Promote responsible and equitable redevelopment opportunities, focusing on maintaining the health of our natural resources and public accessibility of amenities.
What would you like to see this board/committee accomplish?	This board should support any opportunity that will allow Destin to continue being a place where folks want to live, work, and play.
If you have discussed this application with any	John Stephens

member(s) of the Destin
City Council, please
identify them.

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Signature

Electronic Signature Verification

Date

10/25/2024

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First Name	John
Last Name	Stephens
Home Address	4025 Indian Trail
City	Destin
State	FL
Zip	32541
Phone	8502174777
Email	john@lutherspontoon.com
Business Name	Luther's Pontoon, Waverunner, & Kayak Rentals
Business Address	4025 Indian Trail
City	Destin
State	FL
Zip	32541
Brief description of education and experience:	High School - Choctawhatchee High School College - University of West Florida - B.S. in Computer Science Work - Contractor for Military with Computer technology. Work - Currently own a watersports business
How long have you lived in Destin?	16 years

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	None
Select the board or committee you are interested in serving on.	Harbor CRA Advisory Committee
List your qualifications to serve on the selected board or committee.	Having served as City of Destin Interim City Council, FWC's Boating Advisory Council, Chairman of Harbor & Waterways. I have a watersport business on the Harbor, started a Watersport Coalition. I feel I have a vast understanding of the Harbor District.
What do you consider the purpose of this board/committee to be?	The Destin Harbor Community Redevelopment Agency aims to promote the revitalization, enhancement, and sustainable development of the Destin Harbor area. This agency's goals include improving infrastructure, attracting new businesses, enhancing public access, preserving the natural beauty of the harbor, and fostering a sense of community through public amenities and events.
What would you like to see this board/committee accomplish?	I would like to be involved with getting 1 Harbor Blvd moving the right direction, making sure the NPEB is working properly, helping with getting a Harbormaster with jurisdiction, coming up with solutions to keep our waterways clean and sustainable, & seeing the possible Mooring Harbor be established.
If you have discussed this application with any member(s) of the Destin	Dewey Destin

City Council, please
identify them.

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Signature	Electronic Signature Verification
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Date	11/8/2024
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First Name	Clifford
Last Name	Atwell
Home Address	1180 Bay Court
City	Destin
State	FL
Zip	32541
Phone	8502597869
Email	cliff.atwell@gmail.com
Business Name	Reel Grace Fishing Charters
Business Address	10 Harbor Blvd
City	Destin
State	FL
Zip	32541
Brief description of education and experience:	Graduated from Gulf Coast School of Navigation, 100 Ton Merchant Mariner Master, have worked on and operated boats since I was 17 years old, lifelong resident of Destin.
How long have you lived in Destin?	60 years

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	<i>Field not completed.</i>
Select the board or committee you are interested in serving on.	Harbor CRA Advisory Committee
List your qualifications to serve on the selected board or committee.	Lifelong resident, fisherman, knowledge of the area, business owner
What do you consider the purpose of this board/committee to be?	Development of land along the Harbor
What would you like to see this board/committee accomplish?	Responsible growth and upkeep of our Harbor area and its waterways
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	John Stephens

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Signature	Electronic Signature Verification
Date	10/25/2024

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First Name	Gene
Last Name	Eisenmann
Home Address	775 Gulf Shore Drive Villa 42
City	Destin
State	Fl
Zip	32541
Phone	(214)202 1426
Email	Captaingenefl@gmail.com
Business Name	Destin Pontoon Charters
Business Address	314 Harbor Blvd
City	Destin
State	Fl
Zip	32541
Brief description of education and experience:	Bachelors degree in Political Science from the University of Oklahoma 33 years as a business owner and entrepreneur
How long have you lived in Destin?	7 years

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	None
Select the board or committee you are interested in serving on.	Harbor CRA Advisory Committee
List your qualifications to serve on the selected board or committee.	Business owner on the Destin Harbor. Past President of the Okaloosa County Watersport's Coalition
What do you consider the purpose of this board/committee to be?	Collaborating with others to advise city officials on harbor issues
What would you like to see this board/committee accomplish?	Represent residents concerns and needs
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	<i>Field not completed.</i>

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Signature

Electronic Signature Verification

Date

10/15/2024

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First Name	Ryan
Last Name	Holloway
Home Address	530 Beach Drive
City	Destin
State	FL
Zip	32541
Phone	334-462-8860
Email	RHolloway@HollowayYachts.com
Business Name	Holloway Yacht Charters, LLC
Business Address	314 Harbor Blvd.
City	Destin
State	FL
Zip	32541
Brief description of education and experience:	Education: 1. Auburn University – Major Finance, Minor International Business. Bachelor's Degree 2. Auburn University at Montgomery – MBA, Direction in Finance Experience: I spent ten years in hospital revenue cycle management for

major hospitals before moving to Destin. My specialty was in insurance. During my tenure, I worked my way up to National Director of Public Relations in that company.

I was able to retire at a young age and pursue a new career in Destin, FL. In three years, I have built the largest luxury charter fleet from Texas to Miami in respect to profits and size of the fleet. Holloway Yacht Charters also owns Fish & Fun Destin along with being a partner in two other local charter yacht companies.

I obtained my real estate license in 2023 and I am a Realtor with the Beasley Group – Compass Real Estate.

How long have you lived in Destin?	Almost 4 years
Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	N/A
List any city boards or committees you are currently a member of.	N/A
Select the board or committee you are interested in serving on.	Harbor CRA Advisory Committee
List your qualifications to serve on the selected board or committee.	Local realtor, Charter yacht company owner, Charter fishing company owner, 100 Ton Master Captain
What do you consider the purpose of this board/committee to be?	to ensure the harbor CRA plan is properly followed.

What would you like to see this board/committee accomplish?	I would like to see the overall condition of the structures in the harbor improved while maintaining the charm that makes Destin so special
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If you have discussed this application with any member(s) of the Destin City Council, please identify them.	Kevin Schmidt and John Stephens in detail but the entire city council is aware of this. I also have much of the community supporting me
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BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature	Electronic Signature Verification
Date	10/22/2024

Email not displaying correctly? [View it in your browser.](#)

First Name	Lance
Last Name	Johnson
Home Address	624 Sea Oats Drive
City	Destin
State	FL
Zip	32541
Phone	8503333786
Email	destinrecmgr@gmail.com
Business Name	None
Business Address	None
City	Destin
State	FL
Zip	32541
Brief description of education and experience:	MS, BS, AS, CPM
How long have you lived in Destin?	18

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	None
Select the board or committee you are interested in serving on.	Harbor CRA Advisory Committee
List your qualifications to serve on the selected board or committee.	30+ years admin experience.
What do you consider the purpose of this board/committee to be?	Help guide the future of the Harbor district.
What would you like to see this board/committee accomplish?	Maintain the heritage of the harbor, increase safety.
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	Sandy Tramell

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS

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Signature

Electronic Signature Verification

Date

11/18/2024

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First Name	James
Last Name	Green
Home Address	824 N Lakeside Dr
City	Destin
State	FL
Zip	32541
Phone	8502595308
Email	destinfisherman@yahoo.com
Business Name	American Spirit Party Boat
Business Address	116 Harbor Blvd, Destin, Florida 32541
City	Destin
State	FL
Zip	32541
Brief description of education and experience:	Some college, 100 Ton Master Merchant Mariner Officer, Captain and General Manager of the party boat American Spirit. 30+ years of fishing experience out of Destin, Florida. President of the Destin Charter Boat Association, Director of the Destin Seafood Festival, Board member of the Destin Fishing Rodeo.

How long have you lived in Destin?	43 Years
Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	Destin Harbor CRA Advisory Committee, Harbor and Waterways Board, Harbor Capacity Study Steering Committee
Select the board or committee you are interested in serving on.	Harbor CRA Advisory Committee
List your qualifications to serve on the selected board or committee.	Over 12 years of experience as a member, Vice Chairman, and Chairman of the Harbor CRA with an acquired understanding of the Harbor CRA purpose and goals.
What do you consider the purpose of this board/committee to be?	To advise the CRA Board on issues, projects, and future developments and improvements to remove blight.
What would you like to see this board/committee accomplish?	The continued improvements to parking, aesthetics, and public benefits for residents, visitors, and businesses within the Harbor District.
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	Not as of yet, waiting to see election results.

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Signature

Electronic Signature Verification

Date

10/24/2024

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First Name	Corey
Last Name	Ledbetter
Home Address	564 Calhoun Ave
City	Destin
State	FL
Zip	32541
Phone	850-240-2449
Email	corey@scenicsir.com
Business Name	Scenic Sotheby's Int Realty
Business Address	3305 W. Cty Hwy 30A
City	Santa Rosa Bch
State	FL
Zip	32549
Brief description of education and experience:	I graduated from the University of Arkansas Bachelors Degree in Journalism in 2003.
How long have you lived in Destin?	19 years

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	Yes
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	Destin LPA
Select the board or committee you are interested in serving on.	Local Planning Agency
List your qualifications to serve on the selected board or committee.	I have been in the real estate industry for 20 years and a licensed realtor for 14 years
What do you consider the purpose of this board/committee to be?	to oversee and implement the healthy growth for the City of Destin
What would you like to see this board/committee accomplish?	To modernize the comp plan
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	Destin

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Signature

Electronic Signature Verification

Date

11/5/2024

Email not displaying correctly? [View it in your browser.](#)

First Name	Marcie
Last Name	Bell
Home Address	3 Gulf Breeze Ct
City	Destin
State	FL
Zip	32541
Phone	8509742711
Email	Marciebell1@aol.com
Business Name	<i>Field not completed.</i>
Business Address	<i>Field not completed.</i>
City	Destin
State	FL
Zip	32541
Brief description of education and experience:	Current member of LPA, and participated in process
How long have you lived in Destin?	12 years

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	Yes
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	N/A
List any city boards or committees you are currently a member of.	Destin
Select the board or committee you are interested in serving on.	Local Planning Agency
List your qualifications to serve on the selected board or committee.	Current Member
What do you consider the purpose of this board/committee to be?	The Local Planning Agency (LPA) has the general responsibility for the conduct of the comprehensive planning program, as provided for in the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II Florida Statutes). Specifically the LPA is responsible for the preparation of the Comprehensive Plan and any amendments to the Plan. The LPA also makes recommendations to the City Council regarding the adoption or amendment of the Comprehensive Plan, Land Development Code and Code of Ordinances. The LPA is also responsible for the periodic preparation of Evaluation and Appraisal Reports (EAR) of the Comprehensive Plan.
What would you like to see this board/committee accomplish?	Complete work of the past 4 years regarding LDC, etc.

If you have discussed this application with any member(s) of the Destin City Council, please identify them. *Field not completed.*

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature	Electronic Signature Verification
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Date	10/23/2024
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Email not displaying correctly? [View it in your browser.](#)

First Name	James
Last Name	Wood
Home Address	3790 Misty Way
City	Destin
State	FL
Zip	32541
Phone	850 502-9468
Email	Armyguyindestin@embarqmail.com
Business Name	USA Army Retired
Business Address	N/A
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Brief description of education and experience:	BA - Political Science MA - Public Administration 20 Years as U.S. Army Officer, command and combat experience 20 Years as a Destin Community Volunteer Sec/Treasurer Destin Water Users Inc. Sec/Treasurer Mid-Bay Bridge Authority

How long have you lived in Destin?	20 years
Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	LPA Chairman and PW/PS Chairman
Select the board or committee you are interested in serving on.	Local Planning Agency
List your qualifications to serve on the selected board or committee.	Current Chairman of both LPA and PW/PS Committee
What do you consider the purpose of this board/committee to be?	Provide well thoughtout, reasonable and common sense recommendations to the Destin City Council
What would you like to see this board/committee accomplish?	Make our community safer and provide a improved overall quality of life for residents, businesses and visitors
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	Not yet.

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature

Electronic Signature Verification

Date

10/9/2024

Email not displaying correctly? [View it in your browser.](#)

First Name	Autumn
Last Name	Weidenhamer
Home Address	2004 98 Palms Blvd Unit 4316
City	Destin
State	FL
Zip	32541
Phone	2489311277
Email	autumnweidenhamer@gmail.com
Business Name	<i>Field not completed.</i>
Business Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Brief description of education and experience:	Bachelors degree from Michigan State University Broad experience in the Human Resources field Former small business owner
How long have you lived in Destin?	2 years

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	Parks and Recreation
Select the board or committee you are interested in serving on.	Parks & Recreation Committee
List your qualifications to serve on the selected board or committee.	Current seat on committee with perfect attendance. Plus, a balance between experience in a corporate environment and volunteering for the local community. I am passionate about driving improvements and serving on this committee.
What do you consider the purpose of this board/committee to be?	Enhance the parks for the local community and visitors. Raise personal ideas and be a voice for the community.
What would you like to see this board/committee accomplish?	Bring back Pooch Palooza (in progress), preserve nature, enhance the beautification of Destin, keep our parks safe.
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	N/A.

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY

CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature

Electronic Signature Verification

Date

10/23/2024

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First Name	Leslie
Last Name	Schmidt
Home Address	833 KELL-AIR DR.
City	DESTIN
State	FL
Zip	32541
Phone	8506850632
Email	leslie4jc@gmail.com
Business Name	<i>Field not completed.</i>
Business Address	<i>Field not completed.</i>
City	DESTIN
State	FL
Zip	32541
Brief description of education and experience:	Filling out the application to serve another term on the Parks and Recreation Committee.
How long have you lived in Destin?	Over 30 years

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	DESTIN
Select the board or committee you are interested in serving on.	Parks & Recreation Committee
List your qualifications to serve on the selected board or committee.	Desire to make and keep Destin a beautiful place to live.
What do you consider the purpose of this board/committee to be?	Serving the community in many ways through the Parks and Rec Committee
What would you like to see this board/committee accomplish?	Besides working on the Phase 2 Cemetery, keep the Parks and facilities clean. Fragrance free facilities would be even better!!!!
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	DESTIN

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Signature

Electronic Signature Verification

Date

10/21/2024

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First Name	Mike
Last Name	Jones
Home Address	2004 98 Palms Blvd Unit 4209
City	Destin
State	FL
Zip	32541
Phone	850-420-6053
Email	mikejones32109@gmail.com
Business Name	<i>Field not completed.</i>
Business Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Brief description of education and experience:	15 1/2 years Active Duty Air Force. Associates Degree in Logistics. Pursing Bachelor's in Psychology.
How long have you lived in Destin?	3 years

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	N/A
Select the board or committee you are interested in serving on.	Parks & Recreation Committee
List your qualifications to serve on the selected board or committee.	Community Involvement, Leadership Skills, Communication Skills, Commitment to Public Service, Problem-Solving Abilities, Teamwork, Time Commitment, Vision for the Future
What do you consider the purpose of this board/committee to be?	The purpose of a Parks and Rec Committee is to enhance community well-being by promoting health and quality of life through the provision and maintenance of recreational facilities and programs. This committee should advise on the development, management, and improvement of parks, ensuring that these spaces meet the needs and preferences of the community. By developing and supporting a variety of recreational activities and events, the committee engages the community and encourages public participation. It also works to ensure that parks and programs are accessible and inclusive for all residents.
What would you like to see this board/committee accomplish?	I would like to see a Parks and Recreation Committee create vibrant, well-maintained parks that serve as community hubs. They should develop diverse programs for all ages, ensuring accessibility and inclusivity for everyone. The committee should promote environmental sustainability and secure funding to improve facilities. By collaborating with local organizations and

residents, they can enhance the quality of life, creating safe, engaging, and beautiful outdoor spaces for the community.

If you have discussed this application with any member(s) of the Destin City Council, please identify them.

Bobby Wagner

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature

Electronic Signature Verification

Date

6/19/2024

Email not displaying correctly? [View it in your browser.](#)

First Name	Nikki
Last Name	Johnson
Home Address	402 BAY OAKS CT
City	DESTIN
State	Florida
Zip	32541
Phone	8502250562
Email	NIKKI-JOHNSON@HOTMAIL.COM
Business Name	<i>Field not completed.</i>
Business Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Brief description of education and experience:	I am a chemical/environmental engineer by trade. I have been a member of the parks and recreation committee since 2018 and the Town Center CRA since 2020 (I think). I am current the vice chair of the parks and recreation committee. I would love to continue to help shape the future of Destin for its residents and visitors.

How long have you lived in Destin?	19 Years
Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	Parks and Recreation, Town Center CRA
Select the board or committee you are interested in serving on.	Parks & Recreation Committee
List your qualifications to serve on the selected board or committee.	I have been an active member of this committee for 6 years. I have an environmental background which I think is relevant for work related to our parks and conserving our green space.
What do you consider the purpose of this board/committee to be?	To help maintain and develop the parks in Destin and associated recreation facilities. We focus on ways to improve the parks and assist in inspecting the parks and keeping them clean.
What would you like to see this board/committee accomplish?	Continue to grow the current parks. Identify any places new parks or green space can be located. Bring more local events into our parks like art festivals.
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	I have had no discussions with any current members of the city council regarding the application and my previous appointer is not running this year.

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Signature

Electronic Signature Verification

Date

10/28/2024

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First Name	James
Last Name	Wood
Home Address	3790 Misty Way
City	Destin
State	fl
Zip	32541
Phone	850 592-9468
Email	armyguyindestin@embarqmail.com
Business Name	U.S. Army Retired
Business Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Brief description of education and experience:	BA - Political Science MA - Public Administration 20 Years as a U.S. Army Officer with both command and combat experience 20 Years as a City of Destin Volunteer Sec/Treasurer of Destin Water Users Inc. Sec/Treasurer of the Mud-Bay Bridge Authority

How long have you lived in Destin?	20 years
Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	<i>Field not completed.</i>
Select the board or committee you are interested in serving on.	Public Works/Public Safety Committee
List your qualifications to serve on the selected board or committee.	Current Chairman
What do you consider the purpose of this board/committee to be?	Provide well thought out, reasonable and common sense recommendations to the Destin City Council
What would you like to see this board/committee accomplish?	Continue to improve overall safety for residents, businesses and visitors
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	E-mail to Destin, Steven's, Trammel and Hebert

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature

Electronic Signature Verification

Date

10/9/2024

Email not displaying correctly? [View it in your browser.](#)

First Name	John
Last Name	Green
Home Address	3792 Indian Trail
City	Destin
State	FL
Zip	32541
Phone	7706307555
Email	beachsideconstructiongroup@gmail.com
Business Name	Beachside Construction Group, LLC
Business Address	3792 Indian Trail
City	Destin
State	FL
Zip	32541
Brief description of education and experience:	• University of Miami -Bachelor of Science Civil Engineer, • Florida Engineer Intern #1082ET196 • Florida Roofer Contractor License #1333682 Beachside Construction Group, LLC Destin, FL 2011 – Present Roofing Contractor and Project Management Services

ECM

Destin, FL 2018 – Present

Civil Engineering Manager

* Civil Design Consulting, Planning, Land Use Change,

Engineered Stormwater Design

* Architectural and Structural Consulting Services

UNITED PARCEL SERVICE

Various US Locations Prior to 2000

Plant Engineering Manager Chicago, IL

Project Manager - New Construction/Conveyor Design

How long have you lived in Destin?	2017
Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	Field not completed.
List any city boards or committees you are currently a member of.	Public Works/Public Safety Committee
Select the board or committee you are interested in serving on.	Public Works/Public Safety Committee
List your qualifications to serve on the selected board or committee.	Management, Engineering and Construction Experience. I love Destin and wish it to continue to grow and prosper.

What do you consider the purpose of this board/committee to be?	Listen to citizens' concerns, recommend allocation of funds for street, sidewalk projects that enhance the safety of residence and visitors to Destin.
---	--

What would you like to see this board/committee accomplish?	A defined ordinance for bicycles and e-bike; safe operation guidelines, licensure and training program.
---	---

If you have discussed this application with any member(s) of the Destin City Council, please identify them.	N/A
---	-----

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature	Electronic Signature Verification
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Date	11/19/2024
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Email not displaying correctly? [View it in your browser.](#)

First Name	Marcie
Last Name	Bell
Home Address	3 Gulf Breeze Ct
City	Destin
State	FL
Zip	32541
Phone	8509742711
Email	Marciebell1@aol.com
Business Name	<i>Field not completed.</i>
Business Address	<i>Field not completed.</i>
City	Destin
State	FL
Zip	32541
Brief description of education and experience:	Current member of PWS Committee
How long have you lived in Destin?	12 years

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	Yes
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	N/A
List any city boards or committees you are currently a member of.	Destin
Select the board or committee you are interested in serving on.	Public Works/Public Safety Committee
List your qualifications to serve on the selected board or committee.	Current Member
What do you consider the purpose of this board/committee to be?	The Public Works/Public Safety Committee's role is to identify and review various functional areas relating to public works, including street construction and maintenance, public parking areas, sidewalks, city rights-of-way and the like; assess the need for projects relating to matters of public safety including, but not limited to traffic signals, street lights, crosswalks and the like and to make recommendations to the City Council.
What would you like to see this board/committee accomplish?	Continue work over the past 4 years making Destin a safe place to live and visit.
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	Destin

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature

Electronic Signature Verification

Date

10/23/2024

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First Name	Tammy
Last Name	Weidenhamer
Home Address	2004 98 Pslms Blvd #4309
City	Destin
State	FL
Zip	32541
Phone	2482311777
Email	TalkingtoTammy@icloud.com
Business Name	<i>Field not completed.</i>
Business Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Brief description of education and experience:	Currently serving on PWPS committee and would love the opportunity to keep serving the residents of Destin.
How long have you lived in Destin?	3yrs

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	PWPS
Select the board or committee you are interested in serving on.	Public Works/Public Safety Committee
List your qualifications to serve on the selected board or committee.	Experience serving the public in former resident state. Currently serving the residents of Destin on PWPS committee
What do you consider the purpose of this board/committee to be?	To serve and be a voice for the residents of Destin.
What would you like to see this board/committee accomplish?	To keep our city safe, usable and beautiful.
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	<i>Field not completed.</i>

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS

OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature

Electronic Signature Verification

Date

11/5/2024

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RESOLUTION CRA 17-01

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA; RELATING TO THE TOWN CENTER COMMUNITY REDEVELOPMENT AGENCY ADVISORY COMMITTEE AND TO THE HARBOR COMMUNITY REDEVELOPMENT AGENCY ADVISORY COMMITTEE; AMENDING THE COMMUNITY REDEVELOPMENT AGENCY ADVISORY COMMITTEES BYLAWS (RESOLUTION CRA 12-01), BY AMENDING ARTICLE II, SECTION 3 – APPOINTMENT AND QUALIFICATIONS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Destin has formed Community Redevelopment Agency Advisory Committees; and

WHEREAS, the City of Destin Community Redevelopment Agency Advisory Committees require certain operating rules and guidelines; and

WHEREAS, in accordance with the bylaws established under Resolution CRA 12-01, these by-laws may be amended at any duly constituted meeting of the Community Redevelopment Agency by an affirmative vote of a majority of the Agency members present and voting; and

NOW THEREFORE BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

SECTION 1: The Community Redevelopment Agency Advisory Committees Bylaws, Article II, Section 3 is hereby amended as follows:

ARTICLE II: FUNCTION OF THE COMMUNITY REDEVELOPMENT AGENCY ADVISORY COMMITTEES (CRAAC).

SECTION 3. Appointment and Qualifications: The Agency shall appoint at least 4 CRA Advisory committee members who are resident of the City of Destin, and who are either:

- a. Residents of their respective redevelopment area;
- b. Owners of businesses located in their respective redevelopment area;
- c. Employees of businesses located in the redevelopment area;
- d. Property owners in their respective redevelopment area; or
- e. Principals of property owners in their respective redevelopment area.

The agency shall appoint a maximum of 3 at-large members with the only requirement of being a resident of Destin.

NOTE: Underlined language is proposed new language. ~~Struck through~~ language is language proposed to be deleted.

SECTION 3: EFFECTIVE DATE: This resolution shall take effect upon its adoption by Council and signature of the Agency Chairman.

ADOPTED THIS 6TH DAY OF FEBRUARY 2017

By:


Parker Destin, Chairman

ATTEST:



Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2024

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

THRU: Larry Jones , Interim City Manager

FROM: Rey Bailey, City Clerk

DATE: November 20, 2024

SUBJECT: Appointment of Council Representatives to Various Local and Regional Committees and Boards

I. BACKGROUND: There are several area-wide committees for which the City of Destin is represented by a member of the City Council. Current committees requiring representation are as follows:

- Economic Development Council Policy Board
- Northwest Florida League of Cities (NWFLC)
- Okaloosa-Walton TPO
- Okaloosa County League of Cities (OCLOC)
- Okaloosa County Public Library Cooperative
- Okaloosa County Public Transit Cooperative Board
- Okaloosa County Tourist Development Council (TDC)
- Walton/Okaloosa/Santa Rosa Regional Utility Authority (RUA)
- Emerald Coast Regional Council (ECRC)

II. DISCUSSION: A new Council has been seated and appointments/re-appointments to the above committees and organizations will need to be made. Below is a brief description of the responsibility of each committee or organization as well as the names of City officials previously assigned to each:

- A. Economic Development Council (EDC) Policy Board** – The affairs of the EDC shall be managed by a Policy Board. The Policy Board's responsibilities shall include overseeing the work program of the EDC, interfacing with local governments and all chambers of commerce, and reviewing all programs and strategies of the EDC to determine issues of concern and courses of action for the EDC. The Policy Board shall be comprised of the EDC officers and Executive Committee Trustee members, the Chairperson of all standing committees, the Chairman or designee of the Crestview,

Destin, Greater Fort Walton Beach, and Niceville-Valparaiso Bay Area Chambers of Commerce, a designated representative of Okaloosa County and each local incorporated municipality providing financial support to the EDC, and a non-voting advisory representative from each local military base. The EDC Policy Board representatives for the municipalities are designed by the municipal government and are not nominated/selected by the EDC.

Primary – Mayor Bobby Wagner

B. **Northwest Florida League of Cities (NWFLC)** – The purpose of this organization is similar to the Okaloosa League of Cities with two distinctions: the NWFLC encompasses all of Northwest Florida from Tallahassee to Pensacola and they are more proactively involved in lobbying activities. The league's board of directors (for which this appointment will be made) meets monthly on a Thursday (though varying between weeks) and rotates among municipalities. In addition, quarterly meetings and the annual summer meeting (where officers are elected) are held as well. Notice for these meetings comes from the Tallahassee office of the League of Cities.

Primary – Councilmember Terésa Hebert

Alternate – Councilmember _____

C. **Okaloosa-Walton TPO** is a committee of local government officials established for the purpose of making transportation-related decisions at a regional level. The TPO discusses and votes on transportation issues of region-wide significance and decides which local transportation projects should be implemented. One of the ways in which this is accomplished is through the adoption of a Long-Range Transportation Plan which is updated every 3-4 years. Also, based on the needs identified through the planning process, the TPO develops and adopts a priority list of projects for implementation each year. This list is then used by the FDOT, District 3, to develop their 5-year Work Program. The TPO typically meets on the 3rd Thursday of each month at 3:00 PM in the Niceville Community Center. This committee requires two primary voting members and an alternate.

Primary – Mayor Bobby Wagner / Councilmember Torey Geile

Alternate – Councilmember Terésa Hebert

D. **Okaloosa County League of Cities (OCLOC)** was designed to serve as the medium of exchange of ideas, and help to aid member municipalities in the solution of common problems. Further, it is to unite in a central organization all Okaloosa County municipalities who are interested in the present growth and future expansion of this area, to help members become better acquainted, encourage and maintain among its members' unity and the spirit of good fellowship, sociality, fair play and goodwill; and to promote efficiency among the officials of the incorporated cities and towns of Okaloosa County. The meeting schedule is a monthly luncheon for the representatives on the first Monday of each month at Two Trees Restaurant, at 12:00 PM. In addition, a

quarterly dinner is hosted on a rotating basis among the member cities for all elected officials and key staff personnel.

Primary – Mayor Bobby Wagner

Alternate – Councilmember Kevin Schmidt

- E. **Okaloosa County Public Library Cooperative** ensures that all citizens can benefit from local libraries. Through a productive partnership between the county and the cities of Crestview, Destin, Fort Walton Beach, Mary Esther, Niceville, and Valparaiso, all 200,000+ Okaloosa residents use city libraries without a membership fee. The Cooperative is an intergovernmental agency established by State Statute and operates under an Interlocal Agreement. Each participating municipality appoints a primary and alternate member to serve on the governing board; these representatives must be publicly elected officials with voting privileges in their respective municipal governances. The governing board guides and affirms the goals, objectives, and activities of the Cooperative as administered by Cooperative staff and city library directors. Board members consult with the library director and attend 6 meetings per year. Meetings are routinely on the 4th Wednesday of alternate months (Jan., Mar., etc.) at 4:00 p.m., usually in the Niceville Library conference room.

Primary – Councilmember John Stephens

Alternate – Councilmember Johnny King

- F. **Okaloosa County Public Transit Cooperative** was formed under a memorandum of agreement between Okaloosa County and the municipalities of Crestview, Destin, Fort Walton Beach, Mary Esther, Niceville, Cinco Bayou, Laurel Hill, Valparaiso, and Shalimar. The County and participating municipalities agree to cooperate, pursuant to the terms of the interlocal agreement, in the operation of a public transit cooperative in Okaloosa County. In particular, it is the express purpose of the agreement to provide for the coordination of fixed route transit service throughout the legal service area of the Cooperative and to formulate and implement consistent plans, programs, policies, and procedures in the operation, maintenance, and development of transit service throughout the legal service areas of the participating entities. The board meets the fourth Thursday of every month at 9:30 AM in the Okaloosa Board of County Commission Chambers in Shalimar.

Primary – Mayor Bobby Wagner

- G. **Tourist Development Council (TDC)** is comprised of nine members responsible for making recommendations to the Okaloosa County Board of Commissioners on the disbursement of funds for projects and programs. Meetings are held on the 4th Wednesday of each month at 1:00 PM at the TDC facility.

Primary – Councilmember Terésa Hebert
Alternate – Councilmember Dewey Destin

- H. **Walton/Okaloosa/Santa Rosa Regional Utility Authority (RUA)** was formed under an interlocal agreement between three counties and their member cities to examine water supply planning for the area. Meetings are typically called as needed without a regular schedule.

Primary – Councilmember Matthew Sweetser

- I. **Emerald Coast Regional Council (ECRC)** is one of 10 regional planning councils in the State of Florida. The mission of ECRC is to preserve and enhance the quality of life in Northwest Florida by providing professional technical assistance, planning, coordinating, and advisory services to local governments, state and federal agencies, and the public. It supports Northwest Florida by planning for and coordinating intergovernmental solutions to growth-related problems, providing technical assistance to local governments, and meeting the needs of the municipalities in seven-county regions: Escambia, Santa Rosa, Okaloosa, Walton, Bay, Washington, and Holmes.

Primary - Councilmember Jim Bagby

- A. **Link to Strategic Goals / Objectives:**
- B. **Effect on Budget (EOB):**
- C. **Level of Service (LOS):**
- D. **Legislative Sponsor:** City Council

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to appoint ____ (name) ____ to the ____
(committee) ____

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2024
TYPE OF AGENDA ITEM: Council Discussion Item
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

THRU: Kimberly Kopp, City Attorney

FROM: Louis Zunguze, City Manager
Jamie Dittmer, Human Resources Manager

DATE: November 20, 2024

SUBJECT: City Manager Contract

I. BACKGROUND:

II. DISCUSSION: Mr. Zunguze was last at work on July 19, 2024 and his FMLA was exhausted on October 11, 2024. He will run out of accrued leave on December 20th but has medical clearance to return to work on January 1, 2025.

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. Zunguze, City Manager Employment Contract

CITY MANAGER EMPLOYMENT AGREEMENT FOR
THE CITY OF DESTIN, FLORIDA

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this 6th day of May, 2024, by and between the City of Destin, Florida, a Florida municipal corporation (hereinafter referred to as "**City**"), the Destin City Council (hereinafter referred to as "**City Council**" or "**Council**"), and Alois Louis Zunguze (hereinafter referred to by name, "**Mr. Zunguze**" or as "**City Manager**").

RECITALS

WHEREAS, "There shall be a city manager *who shall..serve at the pleasure of the city council*" Article IV, Section 4.01, Destin City Charter (emphasis added); and

WHEREAS, Article IV, Section 4.02, of the Destin City Charter states: "The city manager shall be appointed by the council subject to a 70 percent vote of approval by the council"; and

WHEREAS, Article IV, Section 4.03, of Destin City Charter states: "The compensation for city manager shall be fixed by the council"; and

WHEREAS, Article IV, Section 4.04, Destin City Charter states: "Any vacancy in the office of city manager shall be filled by the city council"; and

WHEREAS, on January 2, 2024, the City Council hired Mr. Zunguze as its Interim City Manager to serve in that position until a full-time City Manager was hired or until he was otherwise terminated; and

WHEREAS, Mr. Zunguze has served as Interim City Manager from January 2, 2024, through the date of this Agreement; and

WHEREAS, on January 8, 2024, the City Council adopted Resolution 24-02, establishing a City Manager Citizen Selection Committee whose purpose was to screen City Manager applicants and make recommendations to the City Council for selection of the City Manager; and

WHEREAS, the Citizen Selection Committee screened over 100 applicants and at a duly noticed public meeting held on March 21, 2024, adopted a motion forwarding three candidates, including Mr. Zunguze, to the City Council for consideration of hiring of the position City Manager; and

WHEREAS, the City Council members individually interviewed all three candidates and held a City Manager meet and greet before its regularly scheduled meeting on April 15, 2024; and

WHEREAS, at its April 15, 2024, regularly scheduled City Council meeting, the City Council adopted a motion selecting Mr. Zunguze as its City Manager and directed its City Attorney to

negotiate an employment agreement with Mr. Zunguze; and

WHEREAS, the City Council has affirmatively determined that employing Mr. Zunguze as the City's full-time City Manager serves a legitimate public purpose and is in the best interest of the City; and

WHEREAS, Mr. Zunguze has indicated a willingness to accept the duties, obligations and responsibilities and render service to the City as its City Manager, pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, Mr. Zunguze is the current Community Development Director for the City of Destin, and shall continue in both roles as City Manager and Community Development Director until a new Community Development director is hired through the City's normal hiring practices; but recognizing the importance of the Community Development Director position, Mr. Zunguze shall proceed with hiring a new Community Development Director with all due haste; and

WHEREAS, the City Council desires to appoint and employ Louis Zunguze as the City Manager for the City, and Louis Zunguze has accepted the appointment/job offer; and

WHEREAS, this Agreement is effective May 6, 2024, and shall continue through the term specified below but may be renewed, modified, or otherwise changed upon agreement between Mr. Zunguze and the City Council; and

WHEREAS, this Agreement and all its terms are subject to and conditional upon approval of the City Council by a vote of at least 70% of the Council.

WITNESSETH:

The recitals outlined above are true and correct, and are incorporated into, and a part of this Agreement, as if set forth fully herein. In consideration of the mutual promises hereinafter set forth, and such other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City Council appoints Mr. Zunguze to be the City Manager, as follows:

1. EMPLOYMENT AND TERM: The City Council appoints Mr. Zunguze as City Manager of the City of Destin, Florida, pursuant to the Charter of the City of Destin, effective May 6, 2024, for a term of five (5) years (the "Term"). The Term shall consist of a three (3) year term (the "Initial Term") with an option to renew for two (2) additional years at the end of the Initial Term (the "Option Term"). This Option Term is self-executing. In other words, if neither party takes any action, then the Option Term shall be exercised automatically and the Option Term will begin May 6, 2027, and run for a period of two (2) years. The Option Term will not be exercised if either Mr. Zunguze or the City Council affirmatively elect not to exercise the Option Term and provide written notice to the other party at least sixty (60) days prior to the date the Option Term commences on May 6, 2027. Absent this written notice, the Option Term will commence automatically. If either party provides timely written notice that it is not exercising the Option Term, then this Agreement will terminate at the end of the Initial Term. Because the City Manager

has already been appointed, the Option Term is not subject to the 70% supermajority rule described in Article IV, section 4.02 of the City Charter. This Section 1 does not alter or abrogate the “at-will” nature of this Agreement as described below in Sections (5) & (6). If, at the end of the Option Term, both parties wish to continue with the City Manager’s employment, then a new Employment Agreement shall be negotiated accordingly.

2. CITY MANAGER TO SERVE AT THE PLEASURE OF CITY COUNCIL: Pursuant to Article IV, Section 4.01, of the Destin City Charter, in the capacity of City Manager, Mr. Zunguze serves at the pleasure of the City Council. By executing this Agreement, Mr. Zunguze stipulates that any duties prescribed herein are in conformity with the Charter, and that this Agreement is an accurate interpretation of his obligation to serve at the pleasure of the City Council. The parties recognize that Mr. Zunguze was promoted from the position of Community Development Director initially to the Interim City Manager position and now to the City Manager position. However, in the event of termination of this Agreement, Mr. Zunguze will have no right to resume his position as Community Development Director or Interim City Manager.

3. SALARY:

- a. Base Annual Salary:** During the Initial Term, the City Manager’s Base Annual Salary shall be \$200,000.00 per year, prorated by each City pay period. During the Option Term, the City Manager’s Base Annual Salary shall be \$225,000.00 per year plus the cumulative total of the raises in the Base Annual Salary due to the Discretionary Increases in Base Annual Salary as described in Section 3(b), prorated by each City pay period.
- b. Discretionary Increases to Base Annual Salary:** The City may increase City Manager’s Base Annual Salary and/or other benefits of the City Manager in such amounts and to such an extent as the City Council may determine in its absolute discretion to be desirable on the basis of an annual performance evaluation of the City Manager. Such evaluation shall be in such form as the City Council deems appropriate and shall be made each year in accordance with procedures established by the City Council for the duration of this Agreement. Nothing in this paragraph shall require the City to increase the Base Annual Salary or other benefits of the City Manager. Failure to conduct an annual evaluation shall not constitute a material breach of this Agreement and shall not entitle City Manager to any increase in his Base Annual Salary or other benefits.

4. OTHER BENEFITS: In addition to the City Manager’s Base Annual Salary and Discretionary Increases to Base Annual Salary, as described in Section 3, the City shall provide City Manager with the following benefits:

- a.** A car allowance of \$500 per month.
- b.** The City Manager is entitled to 18 vacation days per year accruing at the rate of 3.7 hours per pay period as established under standard City personnel policies with any

unused vacation days accruing in accordance with the same. The maximum amount of vacation leave the City Manager is allowed to carry over from one calendar year to the next is twenty (20) days. The City Manager recognizes that his role is special and integral to the City and he shall use his vacation days in a manner that will not interfere with the functioning of the City. Additionally, City Manager has fulfilled the obligations of his Interim City Manager Agreement, Section 4(g), by serving as Interim City Manager until the permanent City Manager is retained. Therefore, City Manager is entitled to receive an additional three (3) paid vacation days in addition to all other vacation days he is entitled to pursuant to this Agreement. These three (3) additional vacation days shall be pooled with all other vacation days and subject to the twenty (20) day annual carry over limit.

- c. Pay for life insurance with the City's group life underwriter in the amount of the City Manager's Base Annual Salary.
- d. City Manager shall accrue sick leave consistent with the City's sick leave policy in effect on the effective date of this Agreement and as the sick leave policy may be amended from time to time.
- e. City shall pay 100% of the premium for health, dental, vision, and hospital indemnity insurance for the City Manager, his spouse, and any dependents. Disability insurance coverage and premiums for such shall be in an amount equal to that provided all other general non-bargaining unit employees of the City.
- f. The City will provide the City Manager with a cell phone and data plan for unlimited use as defined by the City accepted service plan.
- g. The City agrees to pay City Manager's professional dues for membership in the International City and County Management Association, and the Florida City and County Management Association. If City Manager has already paid his dues for this year, then he shall be reimbursed the cost of his membership in each organization, upon presentment of his invoices to the City Finance Director. City shall also pay any other dues or subscriptions on behalf of City Manager approved by the City Council as approved in the City's annual budget (on a line item basis) or as authorized separately by the City Council.
- h. Reasonable and customary travel and subsistence expenses for the City Manager's travel and attendance at the ICMA annual conference, Florida City/County Managers' Association annual conference and the Florida League of Cities' annual conference. The City shall pay for City Manager's attendance at other seminars, conferences, continuing education courses, and committee meetings as are approved in the City's annual budget (on a line item basis) or as authorized by the City Council.
- i. **Retirement:** The City agrees to pay the City Manager on an annual basis a retirement benefit in an amount equal to fifteen percent (15%) of his salary. The first ten percent (10%) will be contributed to the City's Thrift Savings Plan and the remaining five percent (5%) will be contributed to an approved qualified deferred retirement program (such as the International City/County Management Association Retirement Corporation or 401(a)), selected by the City

Manager. Additionally, the City will match up to 5% of the total sum City Manager contributes to a 457 deferred compensation plan, should the City Manager choose to contribute to a 457 deferred compensation plan. The City's contribution shall not exceed the monetary limit established by federal statute and/or regulation. Such payments shall be payable in installments at the same time as retirement benefits are paid for other employees of the City. It is stipulated that Mr. Zunguze has already met all vesting requirements.

5. DUTIES: The City Manager has a duty to serve at the pleasure of the City Council, which includes the following duties:

- a. The City Council hereby employs Mr. Zunguze as City Manager of the City, to perform the functions and duties as specified in the City Charter, and to perform such other legally permissible and proper duties and functions as the City Council shall from time-to-time assign beginning upon the City Manager's first day of work at the City.
- b. The City Manager shall not take any action that contradicts the position/direction that the City Council takes upon a majority vote (or supermajority vote if a supermajority vote is required), nor shall City Manager willfully disregard the directives of the City Council.
- c. The City Manager recognizes that the City government exists first and foremost to serve the citizens of Destin, and that the members of the City Council are the duly elected representatives of the citizens of Destin. Accordingly, the City Manager owes a duty of loyalty to the City Council, because the City Manager is the chief executive of the City government's administrative component, and the City government exists first and foremost to serve the citizens of Destin.
- d. The City Manager shall report to the City Council and shall perform his duties as City Manager under the direction of the City Council, and he shall answer to the City Council. Individual City Councilmembers cannot individually mandate that the City Manager perform any task, outside of those items expressly described in the City Charter, Code of Ordinances, and other state law.
- e. The City Manager shall not act outside of the duties assigned to him by the City Council, the Charter, any City ordinances, and other applicable laws.
- f. If the City Manager disagrees with a direction or task given to him by the City Council at a public meeting, of any kind, then the City Manager shall immediately communicate his disagreement to the City Council at the public meeting. Otherwise, the City Manager waives any objection he has to the task assigned by the City Council. The intent of this provision is to encourage the City Manager be transparent with the City Council, as the City Council prefers clarification up front, in lieu of the City Manager remaining silent, and simply refusing to perform the task given to him. It is a better practice to provide clarification up front, because it maintains trust between the City Council and the City Manager, and ultimately with City staff.
- g. If the City Council directs the City Manager to contact any elected or appointed officials

outside of the City Council, then the City Manager shall not simply contact the head administrative official for the other board, and expect the message to be relayed to the other board's members. Instead, the City Manager, or his designee, shall contact the members of the other board directly to communicate what the City Council directs it wants communicated. Similarly, the City Manager must ensure that all directions of the City Council are fulfilled and simply assigning these directions to the City's staff does not fulfill this duty. If City Council directions are assigned to the City's staff, then the City Manager has a duty and obligation to ensure that the City's staff has complied with and completed the City Council's directions.

- h. The City Manager shall entrust all of the City's legal work to the City Attorney, other attorneys approved by a vote of the City Council, and any litigation attorneys approved by a vote of the City Council, or counsel assigned by the City's insurance carrier. The City Manager shall not hire any attorneys to perform work for the City, without both notifying the City Attorney, and then obtaining approval by a majority vote of the City Council. This process shall be utilized even if the City Manager elects to pay for an attorney out of the City Manager's discretionary fund.
- i. The City Manager shall, as soon as reasonably practicable, provide to the City Council any information about a potential or current department head that could affect the City's public image, or whom has committed an action that could cause the City to be sued for anything other than a tort that is limited by sovereign immunity.
- j. If, at a public meeting, pursuant to the express duty of the City Manager to serve at the pleasure of the City Council, which is contained in Article IV, Section 4.01, of the Destin City Charter, a majority of the City Council vote to direct the City Manager, pursuant to Article III, Section 3.08 (c), of the Destin City Charter, to take action in a manner consistent with the powers afforded to the City Council, whether expressly or implicitly, pursuant to Article III, Sections 3.08(b), 3.12(b)(1), or 3.14, of the Destin City Charter, then the City Manager shall abide by the City Council's direction and perform any administrative functions that are required to implement the majority vote of the Council. The City Council and the City Manager stipulate and agree that this subsection is a reasonable interpretation of their shared powers found in Article I, Section 1.01(a) of the Destin City Charter, and also the powers, afforded to the City Council pursuant to Article III, Sections 3.08(b), 3.12(b)(1), and 3.14, of the Destin City Charter, and Article IV, Section 4.01, of the Destin City Charter. The City Council and the City Manager further stipulate and agree that, as the City's only elected officials, and the City's sole legislative body, the City Council alone represents the will of the City's citizens and that the City Council is the ultimate authority on what is to be "deemed to be in the best interest of the city..." as the phrase is used in Article IV, Section 4.05(e), of the Destin City Charter. The City Council and the City Manager further agree and stipulate that the City Manager shall take whatever necessary actions, including the preparation, negotiation, and submittal to the City Council of any contractual agreements required to ensure that the best interests of the City are preserved. However, for any such agreements, mentioned in the previous sentence, to be binding, then the agreements shall require approval of the City Council by a majority vote. Finally, this

provision does not excuse any additional requirements found in the Charter or City Code Ordinances, to utilize resolutions or ordinances, if expressly required, as the means of implementing any actions that flow from this subsection.

- k.** Other than City Council appointees, the City Manager shall hire, fire, and reassign all other employees of the City, without interference of the City Council.
- l.** The City Manager shall be required to obtain the consent of the City Council, via a majority vote of the City Council, to re-assign, re-classify, transfer, or re-define any of the appointed Department Heads, or Deputy City Manager. The City Manager may terminate an appointed department head in his discretion if such termination is in the best interest of the City.
- m.** In addition to performing the functions and duties specified in the City Charter, City Ordinances and Florida Statutes, the City Manager shall perform such other tasks and functions that the City Council assigns, by majority vote of the City Council or supermajority vote, if a supermajority vote is required.
- n.** The City Manager owes a duty to both the City and the City Council over the International City/County Management Association ("ICMA"), the Florida City and County Management Association ("FCCMA"), and the Florida League of Cities ("FLC"). While each organization is important, all 3 organizations are voluntary organizations, whom promulgate rules and regulations that are merely suggestive and are not legally binding. If the City Manager feels he cannot comply with an assignment given to him by the City Council, due to a perceived conflict with a rule promulgated by any of the three organizations listed, then the City Manager, within 3 days of receipt of the instruction from the City Council to perform the task in question, shall resign as City Manager or shall discuss the matter with the City Council at its next regularly scheduled or special meeting. If the City Council and City Manager cannot resolve the issue at this public meeting, then the City Manager shall resign within 3 days following the end of that public meeting. No fault shall be attributed to the City Manager, by the City Council, if the City Manager resigns per this subsection because the City Council respects the City Manager's personal convictions.
- o.** In the event that Mr. Zunguze is temporarily unable to perform his duties for any reason, then he shall designate an Acting City Manager. Mr. Zunguze shall also designate a current City employee to perform the duties of Acting City Manager in the event that Mr. Zunguze is subject to unforeseen circumstances preventing him from performing his duties and unable to assign an Acting City Manager due to these unforeseen circumstances.
- p.** All such duties shall be performed within the timeframes or deadlines as set by the City Council, or imposed by law, applicable policy, or rule. Absent an expressly imposed deadline, Mr. Zunguze shall perform his duties within a reasonable period of time and with due regard for promptness, diligence, and professionalism.

6. TERMINATION BY CITY COUNCIL: The City Manager shall serve at the pleasure of the City Council, and the City Council may terminate this Agreement, at any time during the Term of this Agreement, for any reason or for no reason whatsoever. If City Manager is terminated pursuant to this Section, then the City shall pay to City Manager all accrued compensation due to City Manager as a result of his employment with the City and any accrued vacation leave and sick leave time. The City shall have no further financial obligation to the City Manager pursuant to this Agreement

7. TERMINATION BY CITY MANAGER. The City Manager may terminate this Agreement at any time by delivering to the Mayor and all Members of the City Council a written notice of termination not later than sixty (60) days prior to the effective date of the termination. If the City Manager voluntarily resigns pursuant to this Section, the City shall pay to City Manager all accrued compensation due to the City Manager as a result of his employment with the City and any accrued vacation leave and sick leave time. The City shall have no further financial obligation to the City Manager pursuant to this Agreement. The City Manager may not take vacation leave after he has provided written notice to the City Council unless the City Council approves the vacation leave.

8. AGENDAS FOR CITY COUNCIL MEETINGS: Under Florida law, there is no legal requirement to formulate an agenda, however, it is a Council policy to strive to generate agendas for each of its meetings. Thus, the City Council has the authority to ultimately set the agenda for their council meetings, and per the Charter, any individual member of the Council is permitted to contact the Clerk to place an item on the agenda. There is no administrative authority that supersedes that of the City Council regarding the formulation of the Agendas. The City Manager shall not unilaterally remove, or refuse to place items on the agenda if the items are those directed by the Council to be placed on the agenda. Once an item is placed on an agenda by the Council, then only a vote of the Council can remove the item from the agenda. Once an item is placed on an agenda by an individual member of Council, then only the individual member, or vote of the Council, can remove the item from the agenda. No single member of the Council, or the Mayor, has the right to remove items placed on the agenda by anyone else.

Should a City Councilmember request that the City Manager add an Agenda item, City Manager shall promptly relay such a request to the City Clerk and request the City Clerk to add the requested Agenda item to the Agenda as soon as reasonably practicable.

9. CRITICISMS, COMPLAINTS, AND SUGGESTIONS: The City Council, individually or collectively, shall refer in a timely manner, either in private, or at public meetings, all substantive criticisms, complaints, and suggestions called to the City Council's

attention to the City Manager to be investigated, studied, or otherwise looked into. The City Manager shall report back to the City Council within one (1) month or some other timeframe specified by the City Council, the results of any investigation or study.

10. RESIDENCE: The City Council recognizes that City Manager resides close to the City's municipal boundaries, but is not currently a City resident. City Manager shall move no further from the City's municipal boundaries than his current residence is located.

11. LEGAL OPINION ON AGREEMENT: If the City Manager seeks the opinion of the City Attorney regarding the interpretation of this Agreement, then the City Manager shall be indemnified, and held harmless in any administrative, ethical or legal action for relying upon the opinion of the City Attorney regarding any action that the City Attorney recommends be taken. Depending on the nature of the opinion, the City Attorney may have a conflict of interest and be prevented from rendering an opinion, in which case all parties shall work together to ensure that proper legal advice is sought and received from someone other than the City Attorney.

12. INDEMNIFICATION: The City agrees, pursuant to Section 111.07, Florida Statutes to defend, save harmless, and indemnify the City Manager against any administrative, ethical or legal action suffered as a result of any act, event, or omission of action that the City Manager reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City will reimburse the City Manager for any attorney fees and costs he incurs as well as compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The City shall not be liable for the acts or omissions of the City Manager committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the City Manager shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.

Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

13. DISABILITY: If the City Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of two consecutive weeks beyond any accrued leave, the City shall have the option to terminate this Agreement.

14. HOURS OF WORK: The City requires the full-time service of its City Manager. City Manager will dedicate no less than an average of forty (40) hours per week in the performance of his duties as City Manager. City Manager agrees to remain in the exclusive employ of the City during the term of this Agreement, and not to become employed by any other employer during this period without the prior express approval by the City Council by a majority vote at a duly noticed public meeting.

15. HOLIDAYS. City Manager is entitled to the same paid holidays as the general City staff. City Manager shall appoint an Acting City Manager pursuant to Section 5(o) in the event he will be unable to remain reasonably available during holidays. City Manager acknowledges that sudden emergencies sometimes arise and City Manager shall make reasonable efforts to ensure he is on-call in case of sudden emergency.

16. EMERGENCIES: During times of emergency (including but not limited to Tropical Cyclones, Tropical Depressions, Tropical Storms, Hurricanes, and other natural disasters), City Manager and to the extent practically feasible, City Manager shall remain on call and available seven (7) days a week for the duration of any declared state of emergency, and shall only be relieved of this additional duty upon confirmation that both the state of emergency is lifted, and any curfew imposed by the City through its administration or Mayor, law enforcement, or the National Guard is lifted. Additionally, City Manager shall make all reasonable efforts to ensure that all members of the City Council are provided the necessary credentials to return, and operate within the City immediately after any natural disaster abates.

17. NO ATTORNEY'S FEES: If any litigation or arbitration is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation or arbitration shall not be entitled, in addition to such other relief as may be granted, to any reasonable attorney's fees and expenses incurred in connection therewith.

18. VENUE AND CHOICE OF LAW: The exclusive jurisdiction and venue for any litigation or arbitration of any and all claims, controversies, disputes, arising out of or relating to any party of this Agreement, or any breach hereof, shall be exclusively in Okaloosa County, Florida and nowhere else. Florida law shall govern this Agreement and any litigation which may arise from this Agreement.

19. JURY TRIAL WAIVER: THE PARTIES FURTHER AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT WOULD INVOLVE COMPLICATED AND DIFFICULT FACTUAL AND LEGAL ISSUES. THEREFORE, ANY ACTION

BROUGHT BY ONE PARTY, ALONE OR IN COMBINATION WITH OTHERS AGAINST THE OTHER PARTY, WHETHER ARISING OUT OF THIS AGREEMENT OR OTHERWISE, SHALL BE DETERMINED BY A JUDGE SITTING WITHOUT A JURY.

20. SOVEREIGN IMMUNITY: Nothing in this Agreement is intended to nor shall be construed to waive the City's rights and immunities under the Florida Constitution, Common law, or Florida Statutes §768.28, as amended from time to time.

21. FAIR AND MUTUAL NEGOTIATION: The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

22. COUNTERPARTS: This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

23. DEATH OF CITY MANAGER. Upon City Manager's death, the City's obligations pursuant to this Agreement shall terminate except for:

- a.** Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
- b.** Payment of accrued leave balances in accordance with this Agreement;
- c.** Payment of all outstanding hospitalization, medical, and dental bills in accordance with the City's insurance policies or plans; and
- d.** Payment of all life insurance benefits in accordance with the City's insurance policies or plans.

24. EFFECTIVE DATE: The effective date of this Agreement shall be May 6, 2024.

25. SAVINGS CLAUSE: If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid, unenforceable, or void, then the remainder of this Agreement, or portion thereof, shall be deemed severable, and shall not be affected and shall remain in full force and effect.

26. INTEGRATION: This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous negotiations, promises, covenants, agreements, or representations.

27. WAIVER: The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

IN WITNESS WHEREOF, the City Council has caused this Agreement to be signed and executed on its behalf by the Mayor; and Mr. Zunguze has signed and executed this Agreement, effective on the date specified in Section 24.

EMPLOYEE/
CITY MANAGER



A. Louis Zunguze
City Manager

Dated 5/7/2024

CITY COUNCIL
CITY OF DESTIN



Bobby Wagner, Mayor

Dated 5/6/24

ATTEST:



Rey Bailey, City Clerk

Dated 5/6/24

Approved as to legal form and sufficiency
For the City of Destin, only:



Kimberly Romano Kopp
City Attorney

Dated May 6, 2024

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2024
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.D.

TO: City Council
THRU: Larry Jones , Interim City Manager
FROM: Jamie Haynes
DATE: 11/21/2024
SUBJECT: All Employee Satisfaction Survey- **Informational Only**

I. BACKGROUND: On November 4th, staff presented three options to Council for conducting our All Employee Satisfaction Survey. Council directed staff to conduct the survey via SurveyMonkey with a motion that passed 6-0.

II. DISCUSSION: Staff is working to complete the All Employee Survey. We are providing Council with an update of our progress. The survey is still under the review/ revision phase at the staff level.

- A. Link to Strategic Goals / Objectives:**
- B. Effect on Budget (EOB):** A yearly subscription to SurveyMonkey is \$468.
- C. Level of Service (LOS):**
- D. Legislative Sponsor:**

III. CONCLUSION: Staff is prepared to launch the survey in January.

IV. RECOMMENDED MOTION: No motion required. For information only.

Attachments:

1. City of Destin All Employee Survey
2024



City of Destin All Employee Satisfaction Survey

Section 1: Demographics (Optional)

1. What is your Department/Division? (This question is optional)

2. What is your Job Title? (This question is optional)

3. How many years have you been employed by the City? (This question is optional)



City of Destin All Employee Satisfaction Survey

Section 2: General Job Satisfaction

This section will help us to understand the elements of your job that help contribute to your overall satisfaction and areas in need of improvement.

4. Please rate your overall job satisfaction.

Very Dissatisfied

☐

Dissatisfied

☐

Neutral

☐

Satisfied

☐

Very Satisfied

☐

Comments

5. I am provided a high-quality benefits program.

Strongly Disagree

☐

Disagree

☐

Neutral

☐

Agree

☐

Strongly Agree

☐

Comments

6. My senior leaders create a work environment that helps me do my job.

Strongly Disagree

☐

Disagree

☐

Neutral

☐

Agree

☐

Strongly Agree

☐

Comments

7. My organization encourages totally new ideas (innovation).

Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree
☐	☐	☐	☐	☐

Comments

8. Please rate your satisfaction with your work life balance.

Very Dissatisfied	Dissatisfied	Neutral	Satisfied	Very Satisfied
☐	☐	☐	☐	☐

Comments

9. The City pays an adequate salary for the amount of work I perform.

Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree
☐	☐	☐	☐	☐

Comments

10. As it plans for the future, my organization asks for my ideas.

Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree
☐	☐	☐	☐	☐

Comments

11. Do you feel appreciated and respected at work?

☐

Comments

12. Do you feel respected and appreciated by your coworkers?

☐

Comments

13. Do you feel respected and appreciated by your immediate supervisor?

☐

Comments

14. Do you feel respected and appreciated by your department director?

☐

Comments

15. Do you feel respected and appreciated by the City Manager?

☐

Comments

16. Do you feel respected and appreciated by the Mayor and City Council?

Comments

17. How would you rate the safety, cleanliness, and efficiency of your workspace and other city facilities?

Very Dissatisfied	Dissatisfied	Neutral	Satisfied	Very Satisfied

Comments



City of Destin All Employee Satisfaction Survey

Section 3: Communication and Feedback

Please rate your satisfaction with the following aspects of the communication and feedback within the organization.

18. How satisfied are you with the communication from leadership regarding overall city goals and objectives?

Very Dissatisfied

☐

Dissatisfied

☐

Neutral

☐

Satisfied

☐

Very Satisfied

☐

Comments

19. Are you comfortable providing feedback or raising concerns within your department?

☐

Comments

20. Are you comfortable providing feedback or raising concerns with your Human Resources Department?

☐

Comments

21. My supervisor gives prompt, effective feedback concerning my work.

Strongly Disagree	Disagree	Neutral	Agree	Disagree
☐	☐	☐	☐	☐

Comments

22. I know my organization’s mission (what it is trying to accomplish).

Strongly Disagree	Disagree	Neutral	Agree	Disagree
☐	☐	☐	☐	☐

Comments

23. My supervisor has excellent leadership/ management/ supervisory skills.

Strongly Disagree	Disagree	Neutral	Agree	Disagree
☐	☐	☐	☐	☐

Comments

24. I feel I am properly trained to carry out my job requirements.

Strongly Disagree	Disagree	Neutral	Agree	Disagree
☐	☐	☐	☐	☐

Comments

25. My organization’s leaders share information about the organization.

Strongly Disagree	Disagree	Neutral	Agree	Disagree
☐	☐	☐	☐	☐

Comments

26. If I had to do it over again, I would still decide to get a job with the City of Destin.

Strongly Disagree	Disagree	Neutral	Agree	Disagree
☐	☐	☐	☐	☐

Comments

27. I would recommend the City to my friends as a good place to work.

Strongly Disagree	Disagree	Neutral	Agree	Disagree
☐	☐	☐	☐	☐

Comments

28. The City consistently enforces its policies among employees.

Strongly Disagree	Disagree	Neutral	Agree	Disagree
☐	☐	☐	☐	☐

Comments



City of Destin All Employee Satisfaction Survey

Section 5: Professional Development

Please use the questions below to provide feedback on your level of satisfaction with your professional development.

29. Are you satisfied with the professional growth and development opportunities within or provided by the city?

Very Dissatisfied

Dissatisfied

Neutral

Satisfied

Very Satisfied

☐☐☐☐☐

Comments

30. Have you received sufficient training and resources to perform your job effectively?

Comments

31. Have the goals and objectives of your position been clearly communicated to you?

Comments

32. When was your most recent performance evaluation?

33. Do you feel your last performance evaluation was fair?

Comments

34. The City’s employee performance evaluation process is effective

Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree
☐	☐	☐	☐	☐

Comments



City of Destin All Employee Satisfaction Survey

Section 6: Benefits

This section is to measure your understanding and expectation of your benefits package.

35. Do you currently contribute to your 457?

This is a deferred compensation plan. Participation is completely voluntary and 100% funded by the employee.

☐

Comments

36. Are you satisfied with the City's Thrift Savings Plan?

This plan is your social security replacement. The City contributes 7.5% on your behalf.

☐ Yes

☐ No

Comments

37. Instead of the City participating in a Thrift Savings Plan, would you prefer to participate in Social Security?

Comments

38. Do you fully understand your retirement benefits?

Comments

39. How satisfied are you with your health insurance benefits?

Very Dissatisfied	Dissatisfied	Neutral	Satisfied	Very Satisfied

Comments

40. Do you fully understand your health insurance benefits?

Comments

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 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: November 21, 2024

SUBJECT: Operations Financial Report - **Informational Only**

I. BACKGROUND: This item is informational only.

II. DISCUSSION: Year-to-date budget versus actuals shall be provided to Council within forty-five days of the month end. Governmental funds are accounted for on a modified accrual basis, which excludes long-term assets and liabilities.

The operational report for the last month of the fiscal year (September) is held open for 45 days to allow all contractors and subcontractors to submit their final bills for work completed through September 30th as required to meet GASB standards of modified accrual accounting. The final accounting is completed within 60 days of the fiscal year end, resulting in delayed reporting.

Financial statements for the period ending 09/30/2024 shall be presented at the first meeting in December 2024.

Financial statements for the period ending 10/31/2024 will be presented at the second meeting in December 2024.

Highlights of the period ending 09/30/2024:

At the end of September, we were 100% of the way through Fiscal Year 2024, which is October 1 - September 30, 2024.

102% of Ad Valorem (property) taxes have been received. The majority of property taxes arrive in January/February.

We have expended and encumbered 83% of the Operating Budget.

We have expended and encumbered 36% (\$18.7m/\$51.8m) of the Capital Budget.

Undergrounding, Crosstown Connector, and Tarpon Beach are awaiting permits to start construction.

The net change in total fund balance is a year-to-date a decrease of \$2.7 million. This

includes the \$9 million acquisition of property at 1 Harbor Boulevard.

Details for all funds are on file with the Finance Department, and are available upon request.

- A. **Link to Strategic Goals / Objectives:** Financially sound city providing service excellence
- B. **Effect on Budget (EOB):**
- C. **Level of Service (LOS):**
- D. **Legislative Sponsor:**

III. CONCLUSION:

IV. RECOMMENDED MOTION: Not applicable. Item is informational only.

Attachments:

1. 2024p12 SEPTEMBER YTD Actual

City of Destin, Florida

Balance Sheet - Governmental Funds

	01, 700	102	110	111	122, 125, 127, 129	209, 213, 214, 221	300, 305, 315	2024
	General Fund	1998-2028 or to 2037 Town Center CRA	2003-2043 Harbor CRA	Florida Building Code Fund	Other Special Revenue Funds	Debt Service Funds	Capital Project Funds	Total Governmental Funds
As of September 30, 2024								
Assets								
Cash and cash equivalents	\$ 9,284,872	\$ -	\$ -	\$ -	\$ 9,345,589	\$ -	\$ 248,528	\$ 18,878,989
Restricted cash and cash equivalents	-	2,377,589	672,548	234,561	352,166	362,652	8,694,055	12,693,571
Investments	14,668,571	-	-	-	-	-	-	14,668,571
Due from other funds	184,370	-	-	-	-	-	178,907	363,277
Due from other governments	142,132	-	-	-	190,682	-	46,660	379,474
Advance to other funds	10,661,624	-	-	-	-	-	-	10,661,624
Accounts receivable - other	67,656	-	-	-	-	-	-	67,656
Prepaid items	11,158	-	-	-	-	-	-	11,158
Total assets	\$ 35,020,383	\$ 2,377,589	\$ 672,548	\$ 234,561	\$ 9,888,437	\$ 362,652	\$ 9,168,150	\$ 57,724,320
Liabilities, deferred inflows of resources and fund balances								
Liabilities:								
Accounts payable	366,036	4,117	2,228	2,092	43,962	-	236,470	654,905
Accrued payroll	2,909	-	-	-	-	-	-	2,909
Unearned Revenue	262,290	-	-	-	-	-	716,606	978,896
Due to other funds	178,907	-	-	-	-	-	184,370	363,277
Advance from other funds	-	2,161,624	8,500,000	-	-	-	-	10,661,624
Total liabilities	810,141	2,165,741	8,502,228	2,092	43,962	-	1,137,447	12,661,610
Deferred inflows of resources								
Unavailable revenue	-	-	-	-	-	-	-	-
Deferred revenue	-	-	-	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-	-	-	-
Fund balances:								
Nonspendable	2,484,588	-	-	-	-	-	-	2,484,588
Restricted	-	7,428	-	203,626	352,166	362,652	4,251,685	5,177,557
Committed	10,874,000	-	-	-	8,600,057	-	1,662,621	21,136,678
Assigned	581,768	204,420	23,776	28,844	892,252	-	2,116,397	3,847,457
Unassigned	20,269,886	-	(7,853,456)	-	-	-	-	12,416,430
Total fund balances (deficit)	34,210,242	211,848	(7,829,680)	232,470	9,844,475	362,652	8,030,703	45,062,711
Total liabilities, deferred inflows of resources and fund balances	\$ 35,020,383	\$ 2,377,589	\$ 672,548	\$ 234,561	\$ 9,888,437	\$ 362,652	\$ 9,168,150	\$ 57,724,321
check figures	\$ (0)	\$ (0)	\$ 0	\$ -	\$ -	\$ -	\$ 0	\$ (0)

Nonspendable = Long-term advance to TownCenter CRA \$2,448,823.50 (in 01 fund) plus prepaid expenses

Restricted = Interlocal Agreements, State and Local Regulations (Harbor CRA 110, Florida Building Code Fund 111, Impact Fees 315), Bond covenants (2013, 2014, 2021 Debt Service Funds), Grant Agreements (305)

Committed = Council resolutions, motions, includes fund balance resolution for 1 yr debt service (\$2.7m) + 3 mos emergency ops x 2 (\$6.7m), Tech Fund balance (125), Oka Half Penny fund balance (129)

Assigned = Contracts, purchase orders, unofficial RR fund (300)

Unassigned = Funds with a negative balance (TC CRA 102), net assets not otherwise categorized

CITY OF DESTIN

10/01/2023 - 09/30/2024

SUMMARY ALL FUNDS	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
Ad Valorem Taxes	\$ 12,184,032	\$ 12,380,904		\$ 12,380,904	\$ (196,872)
Tax Increment Financing (TIF)	1,952,514	1,954,311		1,954,311	(1,797)
Delinquent Ad Valorem Taxes	5,000	(132)		(132)	5,132
Sales and Use Taxes	1,906,423	1,892,004		1,892,004	14,419
Licenses and Permits	5,846,390	5,330,637		5,330,637	515,753
Impact Fees	105,500	171,129		171,129	(65,629)
Intergovernmental	15,957,714	6,360,647		6,360,647	9,597,067
Charges for services	1,195,050	1,621,374		1,621,374	(426,324)
Fines and Forfeitures	109,640	95,484		95,484	14,156
Investment Income	391,170	2,084,269		2,084,269	(1,693,099)
Contributions	3,880	88,718		88,718	(84,838)
Miscellaneous income	5,201	133,934		133,934	(128,733)
TOTAL REVENUES	39,662,514	32,113,278	-	32,113,278	7,549,236
<i>check figures:</i>	<i>39,662,514</i>	<i>32,113,278</i>	<i>-</i>	<i>32,113,278</i>	<i>7,549,236</i>
General Government	5,436,249	4,086,215	331,631	4,417,846	1,018,403
Public Safety	5,632,941	5,061,825	75,847	5,137,671	495,270
Physical Environment	776,235	412,308	180,806	593,114	183,122
Transportation	2,211,777	1,894,498	46,325	1,940,823	270,954
Economic Environment	395,674	176,429	12,133	188,562	207,112
Health & Human Services	107,370	74,829	17,414	92,243	15,127
Culture and Recreation	5,298,685	4,145,607	21,374	4,166,981	1,131,704
Debt Service	3,441,092	3,388,477	51,952	3,440,429	663
Capital Outlay	51,755,483	15,624,034	3,109,975	18,734,009	33,021,474
TOTAL EXPENDITURES	75,055,506	34,864,221	3,847,457	38,711,678	36,343,828
<i>check figures:</i>	<i>75,055,506</i>	<i>34,864,221</i>	<i>3,847,457</i>	<i>38,711,678</i>	<i>36,343,828</i>
Excess (deficiency) of revenues over expenditures	(35,392,992)	(2,750,943)		(6,598,400)	

CITY OF DESTIN

10/01/2023 - 09/30/2024

Proceeds from issuance of debt	25,421,123	-	-	-	25,421,123
Transfers In	51,822,227	6,873,547	-	6,873,547	44,948,680
Transfers Out	(48,818,793)	(6,873,547)	-	(6,873,547)	(41,945,246)
Total other financing sources (uses)	28,424,557	-	-	-	28,424,557

Net change in fund balances	(6,968,435)	(2,750,943)	(6,598,400)
Fund Balance, Beginning	47,813,655	47,813,655	47,813,655
Fund Balance, Ending	40,845,220	45,062,712	41,215,255
	3,003,434	45,062,711	

**FY2024 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward*

FUND BALANCE SUMMARY ALL FUNDS	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 PROJECTION
Nonspendable (Town Center CRA + prepaids)	2,361,624	2,484,588	2,284,589
Restricted (FL Statute & Debt Covenants)	2,660,871	5,177,557	(2,683,317)
Committed (Reserves, Resolutions & Motions)	18,130,901	21,136,678	21,220,800
Assigned (contracts/PO balances)	3,085,933	3,847,457	2,500,847
Unassigned	14,605,891	12,416,430	17,892,337
Ending Fund Balance	40,845,220	45,062,711	41,215,255

CITY OF DESTIN

10/01/2023 - 09/30/2024

01 GENERAL FUND	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
01-31 Ad Valorem Taxes	11,073,047	11,269,919		11,269,919	(196,872)
01-31 Delinquent Ad Valorem Taxes	5,000	(132)		(132)	5,132
01-31 Sales and Use Taxes	1,639,411	1,657,891		1,657,891	(18,480)
01-32 Licenses and Permits	3,754,770	3,343,823		3,343,823	410,947
01-32 Impact Fees	-	-		-	-
01-33 Intergovernmental	3,862,814	3,185,873		3,185,873	676,941
01-34 Charges for Services	615,310	722,920		722,920	(107,610)
01-35 Fines and Forfeitures	109,400	57,434		57,434	51,966
01-36 Investment Income	373,930	1,351,698		1,351,698	(977,768)
01-36 Contributions	3,880	7,718		7,718	(3,838)
01-36 Miscellaneous Income	5,201	104,841		104,841	(99,640)
TOTAL REVENUES	21,442,763	21,701,984	-	21,701,984	(259,221)
01-51 General Government	4,976,992	4,066,561	257,525	4,324,087	652,906
01-52 Public Safety	4,255,691	4,040,091	4,918	4,045,009	210,683
01-53 Physical Environment	613,732	352,228	180,806	533,034	80,699
01-54 Transportation	2,048,794	1,813,279	46,325	1,859,604	189,190
01-55 Economic Environment	14,600	14,452	-	14,452	148
01-56 Health & Human Services	107,370	74,829	17,414	92,243	15,127
01-57 Culture and Recreation	5,298,661	4,145,584	21,374	4,166,958	1,131,703
01-59 Capital Outlay	212,560	78,603	1,454	80,057	132,503
01-59 Debt Service Principal	91,592	41,283	49,892	91,175	416
01-59 Debt Service Interest	7,563	5,256	2,061	7,317	246
TOTAL EXPENDITURES	17,627,555	14,632,167	581,768	15,213,935	2,413,619
Excess (deficiency) of revenues over expenditures	3,815,208	7,069,817		6,488,049	

CITY OF DESTIN

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01-38 Proceeds from Issuance of Debt	50,000	-	-	50,000
01-38 Transfers In	8,500,000	-	-	8,500,000
01-58 Transfers Out	(15,666,470)	(5,234,179)	(5,234,179)	(10,432,291)
Total other financing sources (uses)	(7,116,470)	(5,234,179)	(5,234,179)	(1,882,291)

01 Net change in fund balances	(3,301,262)	1,835,638	1,253,870	
01 Fund Balance (deficit), Beginning	32,374,606	32,374,606	32,374,606	
01 Fund Balance (deficit), Ending	29,073,344	34,210,244	33,628,476	

Minimum target 19,599,012 target min:
resolution 12-20 fund balance policy + \$7.5m for grants

102 TOWN CENTER CRA 1998-2037 (RESTRICTED; ECON DEV)	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
102-31 County TIF	1,463,424	1,461,280		1,461,280	2,144
102-31 City TIF (Ad Valorem)	616,955	616,955		616,955	-
102-36 Investment Income	1,350	92,127		92,127	(90,777)
TOTAL REVENUES	2,081,729	2,170,362		2,170,362	(88,633)
102-55 Economic Environment	217,126	87,621	5,900	93,521	123,605
102-59 Capital Outlay	373,738	175,218	198,520	373,738	-
TOTAL EXPENDITURES	590,864	262,839	204,420	467,259	123,605
Excess (deficiency) of revenues over expenditures	1,490,865	1,907,523		1,703,103	
102-38 Transfers In	-	-		-	-
102-58 Transfers Out	(861,660)	(731,928)		(731,928)	(129,732)
Total other financing sources (uses)	(861,660)	(731,928)		(731,928)	(129,732)
102 Net change in fund balances	629,205	1,175,595		971,175	
102 Fund Balance (deficit), Beginning	(963,746)	(963,746)		(963,746)	
102 Fund Balance (deficit), Ending	(334,542)	211,849		7,429	

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110 HARBOR CRA 2003-2043 (RESTRICTED; ECON DEV)	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
110-31 County TIF	489,090	493,032		493,032	(3,942)
110-31 City TIF (Ad Valorem)	494,030	494,030		494,030	-
110-36 Miscellaneous Income	-	29,093		29,093	(29,093)
110-36 Investment Income	1,450	28,069		28,069	(26,619)
TOTAL REVENUES	984,570	1,044,223		1,044,223	(59,653)
110-55 Economic Environment	163,947	74,356	6,233	80,589	83,358
110-59 Capital Outlay	9,100,000	9,047,363	17,543	9,064,906	35,094
TOTAL EXPENDITURES	9,263,947	9,121,718	23,776	9,145,494	118,453
Excess (deficiency) of revenues over expenditures	(8,279,377)	(8,077,495)		(8,101,271)	
110-38 Transfers In	17,501,307	-		-	17,501,307
110-58 Transfers Out	(9,336,335)	(482,835)		(482,835)	(8,853,500)
Total other financing sources (uses)	8,164,972	(482,835)		(482,835)	8,647,807
110 Net change in fund balances	(114,405)	(8,560,330)		(8,584,106)	
110 Fund Balance (deficit), Beginning	730,649	730,649		730,649	
110 Fund Balance (deficit), Ending	616,243	(7,829,681)		(7,853,457)	

CITY OF DESTIN

10/01/2023 - 09/30/2024

111 FLORIDA BUILDING CODE FUND (RESTRICTED; PUBLIC SAFETY)	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
111-32 Licenses and Permits	1,021,700	956,189		956,189	65,511
111-35 Fines and Forfeitures	240	38,050		38,050	(37,810)
111-36 Investment Income	130	9,058		9,058	(8,928)
TOTAL REVENUES	1,022,070	1,003,297		1,003,297	18,773
111-52 Public Safety	1,257,238	985,380	469	985,849	271,389
111-59 Capital Outlay	116,000	56,750	28,375	85,125	30,875
TOTAL EXPENDITURES	1,373,238	1,042,130	28,844	1,070,973	302,265
Excess (deficiency) of revenues over expenditures	(351,168)	(38,832)		(67,676)	
111-38 Transfers In	-	-		-	-
111-58 Transfers Out	(98,671)	(70,958)		(70,958)	(27,713)
Total other financing sources (uses)	(98,671)	(70,958)		(70,958)	(27,713)
111 Net change in fund balances	(449,839)	(109,790)		(138,634)	
111 Fund Balance (deficit), Beginning	342,260	342,260		342,260	
111 Fund Balance (deficit), Ending	(107,579)	232,469		203,626	
Need to increase Permit Fees					

122 PARKING FUND (COMMITTED; TRANSPORTATION)	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
122-34 Charges for Services	579,740	898,454		898,454	(318,714)
122-36 Investment Income	440	44,724		44,724	(44,284)
TOTAL REVENUES	580,180	943,178		943,178	(362,998)
122-54 Transportation	158,807	77,046	-	77,046	81,761
122-59 Capital Outlay	585,340	60,873	-	60,873	524,467
TOTAL EXPENDITURES	744,147	137,919	-	137,919	606,228
Excess (deficiency) of revenues over expenditures	(163,967)	805,259		805,259	(969,226)

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122-38 Transfers In	-	-	-	-
122-58 Transfers Out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
122 Net change in fund balances	(163,967)	805,259	805,259	
122 Fund Balance (deficit), Beginning	1,030,856	1,030,856	1,030,856	
122 Fund Balance (deficit), Ending	866,889	1,836,116	1,836,116	

125 TECH FUND (COMMITTED; PUBLIC SAFETY)	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
125-36 Investment Income	420	18,253		18,253	(17,833)
TOTAL REVENUES	420	18,253		18,253	(17,833)
125-52 Public Safety	120,000	36,343	70,460	106,803	13,197
125-59 Capital Outlay	15,000	-	-	-	15,000
TOTAL EXPENDITURES	135,000	36,343	70,460	106,803	28,197
Excess (deficiency) of revenues over expenditures	(134,580)	(18,090)		(88,550)	
125-38 Transfers In	213,395	171,778		171,778	41,617
125-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	213,395	171,778		171,778	41,617
125 Net change in fund balances	78,815	153,689		83,229	
125 Fund Balance (deficit), Beginning	442,346	442,346		442,346	
125 Fund Balance (deficit), Ending	521,161	596,035		525,575	

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127 WATER QUALITY IMPROVEMENT FUND (ENVIRONMENT; RESTRICTED)	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
127-32 Licenses and Permits	49,160	122,967		122,967	(73,807)
127-36 Investment Income	320	14,491		14,491	(14,171)
TOTAL REVENUES	49,480	137,458	-	137,458	(87,978)
127-53 Physical Environment	135,000	32,578	-	32,578	102,423
127-53 Capital Outlay	147,438	147,438	-	147,438	-
TOTAL EXPENDITURES	282,438	180,016	-	180,016	102,423
Excess (deficiency) of revenues over expenditures	(232,958)	(42,558)		(42,558)	
127-38 Transfers In	-	-		-	-
127-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	-	-		-	-
127 Net change in fund balances	(232,958)	(42,558)		(42,558)	
127 Fund Balance (deficit), Beginning	394,723	394,723		394,723	
127 Fund Balance (deficit), Ending	161,765	352,166		352,166	

129 OKA 1/2 PENNY 01/01/2019-12/31/2029 (COMMITTED; CAPITAL OUTLAYS)	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
129-33 Intergovernmental	1,726,259	1,737,174		1,737,174	(10,915)
129-36 Investment Income	4,760	222,595		222,595	(217,835)
TOTAL REVENUES	1,731,019	1,959,770		1,959,770	(228,751)
129-53 Physical Environment	3	3	-	3	0
129-59 Capital Outlay	2,807,978	260,964	821,792	1,082,755	1,725,222
TOTAL EXPENDITURES	2,807,981	260,966	821,792	1,082,758	1,725,223
Excess (deficiency) of revenues over expenditures	(1,076,962)	1,698,804		877,012	

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129-38 Transfers In	-	-	-	-
129-58 Transfers Out	(353,648)	(353,648)	(353,648)	(0)
Total other financing sources (uses)	(353,648)	(353,648)	(353,648)	(0)
129 Net change in fund balances	(1,430,610)	1,345,156	523,364	
129 Fund Balance (deficit), Beginning	5,715,003	5,715,003	5,715,003	
129 Fund Balance (deficit), Ending	4,284,394	7,060,159	6,238,367	

213 DEBT SERVICE					
2013 NOTE	FY2024	FY2024	FY2024	FY2024	FY2024
(RESTRICTED; DEBT SERVICE)	BUDGET*	YTD Actuals	ENCUMBRANCES	PROJECTION	AVAILABLE BUDGET
213-36 Investment Income	250	8,561		8,561	(8,311)
TOTAL REVENUES	250	8,561		8,561	(8,311)
213-51 General Government	3	2	-	2	1
213-59 Debt Service Principal	436,296	436,296	-	436,296	0
213-59 Debt Service Interest	117,275	117,275	-	117,275	(0)
TOTAL EXPENDITURES	553,574	553,573	-	553,573	1
Excess (deficiency) of revenues over expenditures	(553,324)	(545,013)		(545,013)	
213-38 Transfers In	553,571	553,426		553,426	145
213-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	553,571	553,426		553,426	145
213 Net change in fund balances	247	8,413		8,413	
213 Fund Balance (deficit), Beginning	93,987	93,987		93,987	
213 Fund Balance (deficit), Ending	94,234	102,400		102,400	

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214 DEBT SERVICE 2014 NOTE (RESTRICTED; DEBT SERVICE)	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
214-36 Investment Income	300	10,577		10,577	(10,277)
TOTAL REVENUES	300	10,577		10,577	(10,277)
214-51 General Government	3	3	-	3	0
214-59 Debt Service Principal	457,081	457,081		457,081	-
214-59 Debt Service Interest	274,771	274,771		274,771	1
TOTAL EXPENDITURES	731,855	731,854	-	731,854	1
Excess (deficiency) of revenues over expenditures	(731,555)	(721,277)		(721,277)	
214-38 Transfers In	731,852	731,928		731,928	(76)
214-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	731,852	731,928		731,928	(76)
214 Net change in fund balances	297	10,650		10,650	
214 Fund Balance (deficit), Beginning	247,435	247,435		247,435	
214 Fund Balance (deficit), Ending	247,732	258,085		258,085	

221 DEBT SERVICE 2021 NOTE (RESTRICTED; DEBT SERVICE)	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
221-36 Investment Income	40	1,435		1,435	(1,395)
TOTAL REVENUES	40	1,435		1,435	(1,395)
221-51 General Government	75	74		74	1
221-59 Debt Service Principal	1,232,000	1,232,000		1,232,000	-
221-59 Debt Service Interest	74,514	74,514		74,514	(0)
TOTAL EXPENDITURES	1,306,589	1,306,589	-	1,306,589	0

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Excess (deficiency) of revenues over expenditures	(1,306,549)	(1,305,154)	(1,305,154)	
221-38 Transfers In	1,306,515	1,306,514	1,306,514	1
221-58 Transfers Out	-	-	-	-
221-38 Proceeds from issuance of debt	-	-	-	-
Total other financing sources (uses)	1,306,515	1,306,514	1,306,514	1
221 Net change in fund balances	(34)	1,361	1,361	
221 Fund Balance (deficit), Beginning	807	807	818	
221 Fund Balance (deficit), Ending	773	2,168	2,179	

223 DEBT SERVICE					FY2024
2023 NOTE	FY2024	FY2024	FY2024	FY2024	AVAILABLE
(RESTRICTED; DEBT SERVICE)	BUDGET*	YTD Actuals	ENCUMBRANCES	PROJECTION	BUDGET
223-33 Intergovernmental	750,000	750,000		750,000	-
223-36 Investment Income	-	-		-	-
TOTAL REVENUES	750,000	750,000		750,000	-
223-59 Capital Outlay	-	-	-	-	-
223-59 Debt Service Principal	750,000	750,000	-	750,000	-
223-59 Debt Service Interest	-	-	-	-	-
223-51 General Government	-	-	-	-	-
TOTAL EXPENDITURES	750,000	750,000	-	750,000	-
Excess (deficiency) of revenues over expenditures	-	-		-	
223-38 Transfers In	-	-		-	-
223-58 Transfers Out	-	-		-	-
223-38 Proceeds from issuance of debt	-	-		-	-
Total other financing sources (uses)	-	-		-	-
223 Net change in fund balances	-	-		-	
223 Fund Balance (deficit), Beginning	-	-		-	
223 Fund Balance (deficit), Ending	-	-		-	

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224 DEBT SERVICE					
2023 NOTE	FY2024	FY2024	FY2024	FY2024	FY2024
(RESTRICTED; DEBT SERVICE)	BUDGET*	YTD Actuals	ENCUMBRANCES	PROJECTION	AVAILABLE BUDGET
224-36 Investment Income	50	-		-	50
TOTAL REVENUES	50	-		-	50
224-59 Debt Service Principal	-	-	-	-	-
224-59 Debt Service Interest	-	-	-	-	-
224-51 General Government	365,496	-	-	-	365,496
TOTAL EXPENDITURES	365,496	-	-	-	365,496
Excess (deficiency) of revenues over expenditures	(365,446)	-		-	
224-38 Transfers In	983,125	-		-	983,125
224-58 Transfers Out	(22,002,192)	-		-	(22,002,192)
224-38 Proceeds from issuance of debt	25,371,123	-		-	25,371,123
Total other financing sources (uses)	4,352,056	-		-	4,352,056
224 Net change in fund balances	3,986,610	-		-	
224 Fund Balance (deficit), Beginning	-	-		-	
224 Fund Balance (deficit), Ending	3,986,610	-		-	

300 RENEWAL AND REPLACEMENT					
(COMMITTED; CAPITAL OUTLAYS)	FY2024	FY2024	FY2024	FY2024	FY2024
	BUDGET*	YTD Actuals	ENCUMBRANCES	PROJECTION	AVAILABLE BUDGET
300-36 Investment Income	2,360	95,445		95,445	(93,085)
300-36 Contributions	-	81,000		81,000	(81,000)
TOTAL REVENUES	2,360	176,445	-	176,445	(174,085)
300-54 Transportation	4	2	-	2	2
300-59 Capital Outlay	5,506,963	3,910,898	786,570	4,697,468	809,495
TOTAL EXPENDITURES	5,506,967	3,910,900	786,570	4,697,470	809,497

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Excess (deficiency) of revenues over expenditures	(5,504,607)	(3,734,456)	(4,521,026)	
300-38 Transfers In	4,186,926	3,931,379	3,931,379	255,547
300-58 Transfers Out	-	-	-	-
Total other financing sources (uses)	4,186,926	3,931,379	3,931,379	255,547
300 Net change in fund balances	(1,317,681)	196,923	(589,647)	
300 Fund Balance (deficit), Beginning	2,252,268	2,252,268	2,252,268	
300 Fund Balance (deficit), Ending	934,586	2,449,191	1,662,621	

305 GRANT AND GF CAPITAL PROJECT FUND (RESTRICTED; CAPITAL OUTLAYS)	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
305-33 Intergovernmental	9,618,641	687,600		687,600	8,931,041
305-36 Contributions	-	-		-	-
TOTAL REVENUES	9,618,641	687,600		687,600	8,931,041

305-53 Physical Environment	27,500	27,500	-	27,500	-
305-51 General Government	93,680	19,574	74,106	93,680	-
305-59 Capital Outlay	11,538,778	814,757	928,884	1,743,641	9,795,137
TOTAL EXPENDITURES	11,659,958	861,831	1,002,990	1,864,821	9,795,137

Excess (deficiency) of revenues over expenditures	(2,041,317)	(174,231)	(1,177,222)	
305-38 Lease Proceeds	-	-	-	-
305-38 Transfers In	1,841,217	178,523	178,523	1,662,695
305-58 Transfers Out	-	-	-	-
Total other financing sources (uses)	1,841,217	178,523	178,523	1,662,695

305 Net change in fund balances	(200,100)	4,291	(998,699)	
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CITY OF DESTIN

10/01/2023 - 09/30/2024

305 Fund Balance (deficit), Beginning	(0)	(0)	(0)
305 Fund Balance (deficit), Ending	(200,100)	4,291	(998,699)

315 IMPACT AND OTHER RESTRICTED (CAPITAL OUTLAYS)	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
315-32 Impact Fees	105,500	171,129		171,129	(65,629)
315-32 Licenses and Permits	1,020,760	907,658		907,658	113,102
315-31 Sales and Use Taxes	267,012	234,112		234,112	32,900
315-36 Investment Income	1,870	187,236		187,236	(185,366)
315-36 Miscellaneous Revenue	-	-		-	-
TOTAL REVENUES	1,395,142	1,500,135		1,500,135	(104,993)
315-52 Public Safety	12	11	-	11	1
315-53 Physical Environment	-	-	-	-	-
315-54 Transportation	4,173	4,171	-	4,171	2
315-57 Culture & Recreation	24	23	-	23	1
315-59 Capital Outlay	5,347,369	1,071,171	326,837	1,398,008	3,949,361
TOTAL EXPENDITURES	5,351,578	1,075,376	326,837	1,402,213	3,949,365
Excess (deficiency) of revenues over expenditures	(3,956,436)	424,759		97,922	
315-38 Transfers In	-	-		-	-
315-58 Transfers Out	(499,817)	-		-	(499,817)
Total other financing sources (uses)	(499,817)	-	-	-	(499,817)
315 Net change in fund balances	(4,456,253)	424,759		97,922	
315 Fund Balance (deficit), Beginning	5,152,462	5,152,462		5,152,462	
315 Fund Balance (deficit), Ending	696,209	5,577,221		5,250,384	

CITY OF DESTIN

10/01/2023 - 09/30/2024

324 2024 CONSTRUCTION BOND - UNDERGROUNDING (RESTRICTED; CAPITAL OUTLAYS)	FY2024 BUDGET*	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
324-36 Investment Income	3,500	-		-	3,500
TOTAL REVENUES	3,500	-		-	3,500
324-53 Capital Outlay	16,004,319	-	-	-	16,004,319
TOTAL EXPENDITURES	16,004,319	-	-	-	16,004,319
Excess (deficiency) of revenues over expenditures	(16,000,819)	-		-	
324-38 Transfers In	16,004,319	-		-	16,004,319
324-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	16,004,319	-		-	16,004,319
324 Net change in fund balances	3,500	-		-	
324 Fund Balance (deficit), Beginning	-	-		-	
324 Fund Balance (deficit), Ending	3,500	-		-	

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2024

TYPE OF AGENDA ITEM: Announcement

AGENDA OUTLINE NUMBER: 4.F.

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: December 2, 2024**TYPE OF AGENDA ITEM:** Public Hearing**AGENDA OUTLINE NUMBER:** 5.A.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: November 19, 2024

SUBJECT: Second reading of Ordinance 24-22-CN - Amending appropriations for certain expenditures, expenses, capital improvements, and certain indebtedness for the City for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

I. BACKGROUND:

Florida Statute Chapter 166.241 (8) provides that within a fiscal year or within 60 days following the end of the fiscal year a municipality may amend a budget for the year.

Section 3.14 of the Charter of the City of Destin provides that at any time during the fiscal year the city manager may transfer all or part of any unencumbered appropriation balance among programs amongst departments. Council may also make such transfers via motion or resolution. The summation of all such transfers by the city council will be included in an ordinance prior to closing of the fiscal year.

Our Budget Adoption ordinance also allows for prior year open encumbrances to automatically roll forward to become part of the newly adopted budget. In addition, our budget adoption ordinance and city charter allow for budget amendments to occur throughout the year.

II. DISCUSSION: On September 18, 2023, the City adopted an FY 2024 Budget of \$71,705,240. As per City Ordinance, nearly \$3 million in prior year encumbrances rolled forward, and the City accepted a grant award (increase) of \$156,000 from FDEP for a stormwater vulnerability assessment. The result was an increase to the FY 2024 budget of \$3.1 million to a new total of \$74,855,506.

During the year, budget amendments and internal transfer requests were brought to Council for approval with the related projects needing funding, for projects over \$35,000. These included some internal transfers to fund major projects such as the SRS project to envision

location and space requirements for a potential new City Center, and to fund implementation costs of new software like the UKG timekeeping software (new), MGO licensing/permitting software (to replace EnerGov/CoMPaSS), and Aclarian to replace MUNIS accounting software. Some departments made small adjustments internally to their budgets, but kept within the department total originally adopted.

Exhibit A to the Ordinance 24-22-CN lists all accounts that were touched.

This ordinance was approved by the City Council on November 17, 2024.

- A. **Link to Strategic Goals / Objectives:** Financially Sound City Providing Service Excellence
- B. **Effect on Budget (EOB):**
- C. **Level of Service (LOS):**
- D. **Legislative Sponsor:**

III. CONCLUSION: Staff recommend approval of Ordinance 24-22-CN on second reading.

IV. RECOMMENDED MOTION: I move to approve Ordinance 24-22-CN on second reading.

Attachments:

1. Ordinance 24-22-CN - Amending FY 2024 Budget

ORDINANCE 24-22-CN

AN ORDINANCE OF THE CITY OF DESTIN AMENDING APPROPRIATIONS FOR CERTAIN EXPENDITURES, EXPENSES, CAPITAL IMPROVEMENTS AND CERTAIN INDEBTEDNESS FOR THE CITY OF DESTIN, FLORIDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 3.14 of the Charter of the City of Destin provides that at any time during the fiscal year the city manager may transfer all or part of any unencumbered appropriation balance among programs within a department, office or agency and , the council may by a duly passed motion transfer part or all of any unencumbered appropriation balance from one department, office or agency to another, and the summation of all such transfers by the city council will be included in an ordinance prior to closing of the fiscal year; and

WHEREAS, Florida Statute Chapter 166.241 (5) provides that within a fiscal year or within 60 days following the end of the fiscal year a municipality may amend a budget for the year;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA:

SECTION 1. AMENDMENTS TO THE CITY OF DESTIN, FLORIDA BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024.

(a) The attached Exhibit “A,” inter-departmental transfers and additional revenues and expenditures of the General Fund, Special Revenue Funds, and Capital Project Funds are hereby added to the budget of the City of Destin adopted September 18, 2023.

(b) The amendments and transfers as shown in the Exhibit A are adopted and hereby appropriated for the fiscal year 2023-2024. All budgets (appropriations) are based upon the totals even though the budget has been prepared based on line items.

SECTION 2. EFFECTIVE DATE. This ordinance shall take effect immediately upon approval by Council and the signature of the Mayor.

ADOPTED THIS 18th DAY OF NOVEMBER, 2024

By: _____
Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

The form and legal sufficiency of the foregoing
Has been reviewed and approved by the City
Attorney for the City of Destin, only:

Kimberly Kopp, City Attorney

First Reading: November 18, 2024

Second Reading: December 2, 2024

EXHIBIT A

INTER-DEPARTMENTAL TRANSFERS AND ADDITIONAL REVENUES AND EXPENDITURES OF THE GENERAL FUND, SPECIAL REVENUE FUNDS AND CAPITAL PROJECT FUNDS

FY 2024 BUDGET AMENDMENT

11/7/2024

General Fund: Revenue

ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	COMMENT
01300	334310	PE003	FDEP GRANT - VULNERABILITY	-70,000	-156,000	-226,000	Grant Award (rev)
01300			Total 01300 REVENUE*	-29,583,363	-156,000	-29,739,363	

Total represents the entire FY 2024 Budget. Only line items with transfers or amendments are reflected in the chart above.

FY 2024 BUDGET AMENDMENT

11/7/2024

General Fund: Expenditures

ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	COMMENT
0151110	599000		CONTINGENCIES	50,000	-40,000	10,000	For SRS Charettes and Visioning
0151212	511000		EXECUTIVE SALARIES	159,797	52,000	211,797	Add for new City Manager
0151212	523000		LIFE/HEALTH INSURANCE	108,178	39,000	147,178	Add for new City Manager
0151212	599000		CONTINGENCIES	20,000	-15,000	5,000	For SRS Charettes and Visioning
0151320	512000		REGULAR SALARIES	324,549	-60,850	263,699	Add for new City Manager & FY 2024 Audit
0151320	515000		SPECIAL PAY	6,992	-6,900	92	For FY 2024 Audit
0151320	523000		LIFE/HEALTH INSURANCE	66,604	-13,500	53,104	Add for new City Manager
0151320	532000		AUDIT SERVICES	40,700	39,750	80,450	Prior Year Encumb Rolled to FY24
0151321	527000		OTHER BENEFITS (ED; RELO; ETC)	25,000	-10,000	15,000	Add for new City Manager
0151321	531000		PROFESSIONAL SERVICES	22,690	-19,703	2,987	Adjust HR Expense Categories
0151321	548001		PROMOTIONAL ACTIVITIES/WELLNES	0	11,703	11,703	Adjust HR Expense Categories
0151321	552000		OPERATING SUPPLIES	6,250	8,000	14,250	Adjust HR Expense Categories
0151324	546000		REPAIRS AND MAINTENANCE	11,137	1,019	12,156	Prior Year Encumb Rolled to FY24
0151531	515000		SPECIAL PAY	43,051	-43,051	0	For Aclarian ERP Software Change
0151531	531000		PROFESSIONAL SERVICES	90,000	111,535	201,535	Prior Year Encumb Rolled to FY24
0151531	531000	CENTR	PROFESSIONAL SVCS	0	155,000	155,000	For SRS Charettes and Visioning
0151531	546000		REPAIRS AND MAINTENANCE	0	689	689	Prior Year Encumb Rolled to FY24
0151791	571000		PRINCIPAL - UKG SBITA	0	72,778	72,778	For UKG Timekeeping Software Lease Prin/Int
0151791	572000		INTEREST - UKG SBITA	0	3,654	3,654	For UKG Timekeeping Software Lease Prin/Int
0151932	531000		PROFESSIONAL SERVICES	50,000	-35,923	14,077	For UKG Timekeeping Software Lease Prin/Int
0151932	546025		IT REPAIR/MAINTAIN	12,672	5,000	17,672	Prior Year Encumb Rolled to FY24
0152140	512000		REGULAR SALARIES	28,066	-17,500	10,566	Add for new City Manager
0152140	546000		REPAIRS AND MAINTENANCE	1,159	397	1,556	Prior Year Encumb Rolled to FY24
0152442	515000		SPECIAL PAY	11,102	-4,819	6,283	For Aclarian ERP Software Change
0152442	546000		REPAIRS AND MAINTENANCE	17,500	282	17,782	Prior Year Encumb Rolled to FY24
0152442	551000		OFFICE SUPPLIES	1,250	3,000	4,250	From Code Equip to Op Supplies
0152442	552000		OPERATING SUPPLIES	13,500	17,000	30,500	From Code Equip to Op Supplies
0152442	552025		OPS SOFTWARE & WORKSTATIONS	40,298	121	40,419	Prior Year Encumb Rolled to FY24
0152442	555000		TRAINING	24,000	-7,000	17,000	Code Training to Code Workstations

0153800	531000		PROFESSIONAL SERVICES	36,500	8,000	44,500 For Water Testing
0153800	531000	PE003	VULNERABILITY ASSESSMT	70,000	156,000	226,000 Grant Award (exp)
0153800	544000		RENTS AND LEASES	20,000	-8,000	12,000 For Water Testing
0153800	546000		REPAIRS AND MAINTENANCE	7,590	155	7,745 Prior Year Encumb Rolled to FY24
0153800	552025		OPS SOFTWARE & WORKSTATIONS	4,428	-1,529	2,899 For UKG Timekeeping Software Lease Prin/Int
0154160	552025		OPS SOFTWARE & WORKSTATIONS	23,970	-7,643	16,327 For UKG Timekeeping Software Lease Prin/Int
0154160	553000		ROAD MATERIALS/SUPPLIES	54,600	4,834	59,434 Prior Year Encumb Rolled to FY24
0154161	531000		PROFESSIONAL SERVICES	125,000	-54,817	70,183 For Mobility Study and Surveying
0154183	546000		REPAIRS AND MAINTENANCE	123,430	30,866	154,296 Prior Year Encumb Rolled to FY24
0156272	534000		CONTRACT SERVICES	87,750	17,414	105,164 Prior Year Encumb Rolled to FY24
0157180	546000		REPAIRS AND MAINTENANCE	1,500	744	2,244 Prior Year Encumb Rolled to FY24
0157180	552025		OPS SOFTWARE & WORKSTATIONS	30,115	-3,822	26,293 For UKG Timekeeping Software Lease Prin/Int
0157233	512000		REGULAR SALARIES	86,311	-26,000	60,311 For Splashpad UV repairs
0157233	534000		CONTRACT SERVICES	27,000	2,950	29,950 Prior Year Encumb Rolled to FY24
0157233	544000		RENTS AND LEASES	0	4,500	4,500 For Splashpad UV repairs
0157233	546000		REPAIRS AND MAINTENANCE	4,000	10,000	14,000 Prior Year Encumb Rolled to FY24
0157233	565000		CONSTRUCTION IN PROGRESS	0	16,000	16,000 For Splashpad UV repairs
0157233	599000		CONTINGENCIES	5,000	-4,500	500 For Splashpad UV repairs
0157283	546000		REPAIRS AND MAINTENANCE	10,000	1,737	11,737 Prior Year Encumb Rolled to FY24
0157283	552025		OPS SOFTWARE & WORKSTATIONS	76,609	-6,879	69,730 For UKG Timekeeping Software Lease Prin/Int
0157284	546000		REPAIRS AND MAINTENANCE	23,650	321	23,971 Prior Year Encumb Rolled to FY24
0157284	552025		OPS SOFTWARE & WORKSTATIONS	20,000	-3,822	16,178 For UKG Timekeeping Software Lease Prin/Int
0157291	552000		OPERATING SUPPLIES	61,500	62	61,562 Prior Year Encumb Rolled to FY24
0157291	552025		OPS SOFTWARE & WORKSTATIONS	8,856	-2,293	6,563 For UKG Timekeeping Software Lease Prin/Int
0157587	546000		REPAIRS AND MAINTENANCE	25,000	935	25,935 Prior Year Encumb Rolled to FY24
0157587	552025		OPS SOFTWARE & WORKSTATIONS	36,100	-3,822	32,278 For UKG Timekeeping Software Lease Prin/Int
0158188	581300		TRANSFER OUT TO FACILITIES R&R	3,400,000	200,000	3,600,000 to match RR Resolution
0158188	581305		TXFR OUT TO 305	1,972,262	-131,045	1,841,217 from GF CIP to GF Ops
			Total 01 GENERAL FUND Expenditures	3,263,633	447,029	3,700,085

Total represents the entire FY 2024 Budget. Only line items with transfers or amendments are reflected in the chart above.

**FY 2024 BUDGET AMENDMENT
11/7/2024
102 Town Center CRA: Expenditures**

ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	COMMENT
10255231	532000		AUDIT SERVICES	3,150	5,800	8,950	For FY 2024 Audit
10255231	534000		CONTRACT SERVICES	51,500	-81	51,419	Close balance of Prior Year Encumb Rolled to FY21
10255231	546000		REPAIRS AND MAINTENANCE	0	29,865	29,865	Prior Year Encumb Rolled to FY24
10258500	565000	CRT17	EASEMNT TRL MAIN-MATTIE KELLY	0	345,095	345,095	Adjust Grant Award Balance
10258500	565000	XMAS	CONSTRUCTION IN PROGRESS	0	28,643	28,643	Prior Year Encumb Rolled to FY24
Total 102 TOWNCENTER CRA FUND				-938,526	409,321	-529,205	

Total represents the entire FY 2024 Budget. Only line items with transfers or amendments are reflected in the chart above.

**FY 2024 BUDGET AMENDMENT
11/7/2024
110 Harbor CRA: Expenditures**

ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	COMMENT
11055235	532000		AUDIT SERVICES	5,000	3,950	8,950	For FY 2024 Audit
11055235	534000		CONTRACT SERVICES	45,000	6,850	51,850	Prior Year Encumb Rolled to FY24
11055235	546000		REPAIRS AND MAINTENANCE	5,000	20,615	25,615	Prior Year Encumb Rolled to FY24
Total 110 HARBOR CRA FUND				82,991	31,414	114,405	

Total represents the entire FY 2024 Budget. Only line items with transfers or amendments are reflected in the chart above.

**FY 2024 BUDGET AMENDMENT
11/7/2024
111 Building Fund: Expenditures**

ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	COMMENT
11152441	546000		REPAIRS AND MAINTENANCE	0	636	636	Prior Year Encumb Rolled to FY24
11152441	552025		OPS SOFTWARE & WORKSTATIONS	25,257	-3,822	21,435	Close balance of Prior Year Encumb Rolled to FY21
Total 111 BUILDING FUND				453,025	-3,186	449,839	

Total represents the entire FY 2024 Budget. Only line items with transfers or amendments are reflected in the chart above.

FY 2024 BUDGET AMENDMENT

11/7/2024

122 Parking Fund: Expenditures

ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	COMMENT
12254500	565000	RR054	PARKING LOT RR	0	60,340	60,340	Prior Year Encumb Rolled to FY24
Total 122 PARKING FUND				103,627	60,340	163,967	

Total represents the entire FY 2024 Budget. Only line items with transfers or amendments are reflected in the chart above.

FY 2024 BUDGET AMENDMENT

11/7/2024

125 CD Tech Fund: Expenditures

ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	COMMENT
12552400	552000		OPERATING SUPPLIES	5,000	70,000	75,000	For MGO Licensing/Permitting Software
12552400	564090	IT003	COMPUTER EQ/SOFT TECHNOLOGY	85,000	-85,000	0	For MGO Licensing/Permitting Software
12552400	565000	IT004	COUNCIL CHAMBERS AV EQUIP	0	15,000	15,000	For MGO Licensing/Permitting Software
Total 125 CD TECHNOLOGY FUND				-78,815	0	-78,815	

Total represents the entire FY 2024 Budget. Only line items with transfers or amendments are reflected in the chart above.

FY 2024 BUDGET AMENDMENT

11/7/2024

127 Water Quality Fund: Expenditures

ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	COMMENT
12753700	565000	RR053	HARBOR RR (REPLC SLUICE)	0	147,438	147,438	Prior Year Encumb Rolled to FY24
Total 127 WATER QUALITY IMPROV FL				85,520	147,438	232,958	

Total represents the entire FY 2024 Budget. Only line items with transfers or amendments are reflected in the chart above.

FY 2024 BUDGET AMENDMENT

11/7/2024

129 Okaloosa Half Penny Infrastructure: Expenditures

ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	COMMENT
12953831	565000	SW57	CTP STRMWTR MITIGATION	60,000	-55,160	4,840	From Clement Taylor Stormwater to Pickleball
12953931	549000		OTHER CURRENT CHARGES	0	3	3	For Bank Fees
12953931	565000	UNDER	UNDERGROUNDING CAPITAL PROJ	1,000,000	868,090	1,868,090	Prior Year Encumb Rolled to FY24
12954100	565000	TRSAF	STREET & XING SAFETY	100,000	4,888	104,888	Prior Year Encumb Rolled to FY24
12957231	565000	RC127	PICKLEBALL	0	55,160	55,160	From Clement Taylor Stormwater to Pickleball
Total 129 OKALOOSA 1/2 PENNY				557,629	872,981	1,430,610	

Total represents the entire FY 2024 Budget. Only line items with transfers or amendments are reflected in the chart above.

FY 2024 BUDGET AMENDMENT

11/7/2024

213 Debt Service Fund: Expenditures

ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	COMMENT
21351729	549000		OTHER CURRENT CHARGES	0	3	3	For Bank Fees
Total 213 2013 REFINANCING LOAN				-250	3	-247	

Total represents the entire FY 2024 Budget. Only line items with transfers or amendments are reflected in the chart above.

FY 2024 BUDGET AMENDMENT

11/7/2024

214 Debt Service Fund: Expenditures

ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	COMMENT
21451729	549000		OTHER CURRENT CHARGES	0	3	3	For Bank Fees
Total 214 CRA TC DEBT SER				-300	3	-297	

Total represents the entire FY 2024 Budget. Only line items with transfers or amendments are reflected in the chart above.

FY 2024 BUDGET AMENDMENT

11/7/2024

221 Debt Service Fund: Expenditures

ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	COMMENT
22151729	549000		OTHER CURRENT CHARGES	0	75	75	For Bank Fees
Total 221 2021 DEBT SERVICE FUND				-40	75	35	

Total represents the entire FY 2024 Budget. Only line items with transfers or amendments are reflected in the chart above.

FY 2024 BUDGET AMENDMENT

11/7/2024

300 Renewal & Replacement: Expenditures

ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	COMMENT
300300	381300		TXFR GF TO 300 RR	-3,400,000	-200,000	-3,600,000	to match RR Resolution
30054131	549000		OTHER CURRENT CHARGES	0	3	3	For Bank Fees
30054131	565000	RR054	TRANSPORTATION CAPITAL PROJECT	588,300	-3	588,297	For Bank Fees
30058585	549000		OTHER CURRENT CHARGES	0	1	1	For Bank Fees
30058585	564000	RRVEH	VEHICLES	0	475,960	475,960	Prior Year Encumb Rolled to FY24
30058585	565000	RR051	GEN GOV RR PROJECTS	0	11,426	11,426	Prior Year Encumb Rolled to FY24
30058585	565000	RR052	PUBLIC SAFETY RR CAPITAL PROJS	230,380	11,426	241,806	Prior Year Encumb Rolled to FY24
30058585	565000	RR054	TRANSPORTATION RR CAPITL PROJS	1,949,480	359,747	2,309,227	Prior Year Encumb Rolled to FY24
30058585	565000	RR572	PARKS RR (+MORG+COM CTR)	749,922	267,325	1,017,247	Prior Year Encumb Rolled to FY24+ \$200k for MSC Playground
Total 300 RENEWAL & REPLACEMENT				391,796	925,885	1,317,681	

Total represents the entire FY 2024 Budget. Only line items with transfers or amendments are reflected in the chart above.

FY 2024 BUDGET AMENDMENT

11/7/2024

305 Grants and GF CIP:Revenues and Expenditures

ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	COMMENT
305300	331390	ARP	ARP - AMERICAN RECOVERY PLAN	-312,000	-818,908	-1,130,908	Adjust Grant Award Balance
305300	334400	CRT17	STATE GRANT - MULTIMODAL	0	-155,095	-155,095	Adjust Grant Award Balance
305300	334491	EN615	STATE GRANT - TRANSPORTATI	-98,410	98,410	0	Adjust Grant Award Balance
305300	337712	CM001	TDC 12.5% CRYSTAL	-2,254,015	1,382,332	-871,683	Adjust Grant Award Balance
305300	337712	CM002	TDC 12.5% TARPON	0	-769,202	-769,202	Adjust Grant Award Balance
305300	337714	CM001	BOCC CRYSTAL BEACH	-2,715,607	1,221,534	-1,494,073	Adjust Grant Award Balance
305300	337714	CM002	BOCC TARPON BEACH	0	-1,167,761	-1,167,761	Adjust Grant Award Balance
305300	381305		TXFR TO 305	-1,972,262	131,045	-1,841,217	from GF CIP to GF Ops
30554133	565000	EN615	CROSS TOWN CONNECTOR	98,410	-98,410	0	Adjust Grant Award Balance
30554200	565000	CRT17	STATE GRANT - LINEAR TRAIL	0	155,095	155,095	Prior Year Encumb Rolled to FY24
30555900	552025	ARP	OPS SOFTWARE & WORKSTATIONS	0	27,500	27,500	ARP for Software
30555900	565000	ARP	ARP - AMERICAN RECOVERY PLAN	312,000	691,028	1,003,028	Prior Year Encumb Rolled to FY24
30555900	571000	ARP1	PRINCIPAL TYLER	0	96,889	96,889	ARP for Software
30555900	572000	ARP1	INTEREST TYLER	0	3,491	3,491	ARP for Software
30557212	565000	CM001	TDC 12% CRYSTAL	2,254,015	-1,382,332	871,683	Prior Year Encumb Rolled to FY24
30557212	565000	CM002	TDC 12.5% TARPON BEACH MATCH	0	769,202	769,202	Prior Year Encumb Rolled to FY24
30557237	565000	CM001	BOCC CRYSTAL BEACH	2,715,607	-1,221,534	1,494,073	Adjust Grant Award Balance
30557237	565000	CM002	BOCC TARPON BEACH GRANT	0	1,167,761	1,167,761	Adjust Grant Award Balance
30558500	531000	IT003	PROFESSIONAL SVCS	0	93,680	93,680	From IT Equip to Software Implementation
30558500	565000	CE002	CODE ENFORCEMENT EQUIP	20,000	-20,000	0	From Code Equip to Op Supplies

30558500	565000	CENTR	CITY CTR PLANNING	50,000	-50,000	0 from GF CIP to GF Ops for SRS Charettes and Visioning
30558500	565000	CRH60	HRBR BOARDWLK MARLER BRIDGE	0	282,763	282,763 Prior Year Encumb Rolled to FY24
30558500	565000	IT003	GEN SOFTWARE: CIVICPLUS; TYLER	85,000	-80,810	4,190 from GF CIP to GF Ops:software implementation
30558500	565000	IT004	COUNCIL CHAMBERS AV EQUIP	0	15,000	15,000 Replace lightening struck AV Equip
30558500	565000	MARIN	CITY MARINA CAPITAL PROJECT	50,000	-50,000	0 For SRS Charettes and Visioning
30558500	565000	RC125	BUCK DESTIN RESTROOMS	100,000	99,544	199,544 Prior Year Encumb Rolled to FY24
30558500	565000	RC127	PICKLEBALL COURTS	350,000	50,150	400,150 Prior Year Encumb Rolled to FY24
30558500	565000	RC129	MORGAN - FIELD LIGHTING (LED)	255,000	-255,000	0 To MSC Playground
30558500	565000	RC130	MORGAN STORAGE	200,000	-200,000	0 To MSC Playground
30558500	565000	RC216	CLEMENT TAYLOR PARK RENOV	716,262	-16,372	699,890 Prior Year Encumb Rolled to FY24
30558500			Total 30558500 GF CIP PROJECTS	1,972,262	-131,045	1,841,217

Total represents the entire FY 2024 Budget. Only line items with transfers or amendments are reflected in the chart above.

FY 2024 BUDGET AMENDMENT

11/7/2024

315 Restricted CIP: Expenditures

ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMNTS	REVISED BUDGET	COMMENT
31552000	549000		OTHER CURRENT CHARGES	0	12	12	For Bank Fees
31552000	565000	CE002	CODE ENFORCEMENT CAPITAL ITEMS	10,000	-12	9,988	For Bank Fees
31553977	549000		OTHER CURRENT CHARGES	0	12	12	For Bank Fees
31553977	565000	UNDER	UNDERGROUNDING UTILITIES	2,000,000	-12	1,999,988	For Bank Fees
31554031	531000	EN617	PROFESSIONAL SVCS	0	4,157	4,157	Prof Svcs for US98/Stahlman
31554031	549000		OTHER CURRENT CHARGES	0	2	2	For Bank Fees
31554031	565000	EN615	CROSS-TOWN CONNECTOR	1,000,000	-2	999,998	For Bank Fees
31554032	565000	TR620	ADA PEDESTRIAN CAPITAL PROJ	0	23,094	23,094	Prior Year Encumb Rolled to FY24
31554132	549000		OTHER CURRENT CHARGES	0	2	2	For Bank Fees
31554132	565000	EN615	CROSS-TOWN CONNECTOR	1,575,000	23,018	1,598,018	Prior Year Encumb Rolled to FY24
31557132	549000		OTHER CURRENT CHARGES	0	12	12	For Bank Fees
31557132	565000	LB002	LIBRARY IMPROVEMENTS	190,000	-12	189,988	For Bank Fees
31557232	549000		OTHER CURRENT CHARGES	0	12	12	For Bank Fees
31557232	565000	RC128	MORGANS BATHROOM FIELDHOUSE	250,000	-12	249,988	For Bank Fees
			Total 315 IMPACT FEES/CIP RESTRICTE	4,405,982	50,271	4,456,253	

RESOLUTION 23-21

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA PROVIDING FOR AUTHORITY; AMENDING THE SCHEDULE OF FEES FOR FISCAL YEAR 2024; RESERVING THE RIGHT TO FURTHER AMEND THE SCHEDULE OF FEES; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Charter, Section 3.13, stipulates that the City Council shall by ordinance adopt a budget on or before September 30th of each year; and

WHEREAS, the Government Finance Officers Association (GFOA) and National Advisory Council on State and Local Budgeting (NACSLB) provide established guidelines and standards for *Best Practices in Public Budgeting* and promote the adoption of an Account Guide establishing Schedule of Fees; and

WHEREAS, City Council has determined through previous adoptions that the City can benefit by establishing a comprehensive fee schedule;

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

Section 1. Authority. Authority for enactment of this Resolution is Section 166.021, Florida Statutes, and Section 1.01 of the Destin City Charter.

Section 2. Account Guide - Revenues. The City of Destin hereby amends and establishes the Schedule of Fees set forth in Attachment "A" and as adopted by City Council.

Section 3. Reservation of Right to Further Amend the Schedule of Fees. The City Council of the City of Destin hereby reserves the right to further amend the Schedule of Fees set forth in Attachment "A" and as adopted by City Council through future action and by Resolution.

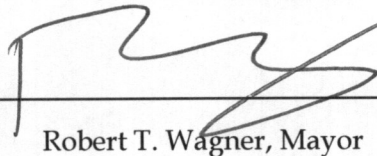
Section 4. Repealer Clause. All sections or parts of sections of any City of Destin's Ordinance or parts of Ordinances, and any City of Destin's Resolutions or parts of Resolutions, and any City of Destin's Policy or parts of Policy, which are in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Severability. If any portion of this Resolution, including Attachment "A," is determined by any Court to be invalid, the invalid portion shall be stricken and such striking shall not affect the validity of the remainder of the Resolution or Attachment "A."

Section 5. Effective Date. This Resolution shall take effect upon approval by the City Council and signature by the Mayor.

ADOPTED THIS 2nd DAY OF OCTOBER 2023.

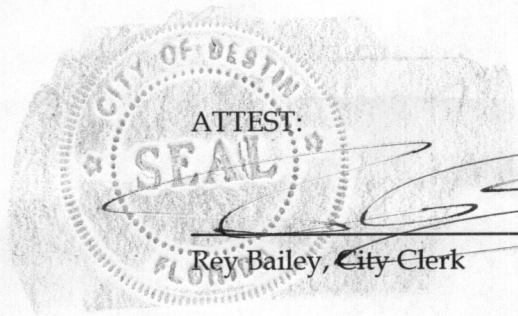
By:



Robert T. Wagner, Mayor

ATTEST:



Rey Bailey, City Clerk

ATTACHMENT A - Schedule of Fees

Section 1 Culture and Recreation: Library, Parks, Sports Complex, Community Center

Section 2 Building and Developers: Building Permits, Developer fees, Impact fees, Right-of-Way permits, Engineering, and Map fees

Section 3 Licenses and Permits: Business Tax Receipts (aka business licenses), Rental Registration (LTR/STR), Livery Permits, Vendor Permits, Marine Application Fees, Code Violations

Section 4 Miscellaneous: Parking Fees and Fines, Clerk's Office, Cemetery, Election Qualifying Fees

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Section 1 Culture and Recreation

Fees to utilize specific recreational facilities to continue the operations and improvements of the park area. Fees are established for reservations and permits of recreational and park facilities to provide a user fee for programs wherever applicable within the City and to establish procedures for the collection of such fees.

347100 LIBRARY SERVICE FEES

Fees collected for library membership and services

Responsible Department: Library

MEMBERSHIP FEES (RESOLUTION 01-27)

Okaloosa County Residents	No charge
In-network, non-resident*	\$40 per family per year
6-month out-of-network, non-resident	\$30 per person
12-month out-of-network, non-resident	\$60 per person

*In-network areas include the other 15 counties in the Panhandle Library Access Network (PLAN) <https://www.plan.lib.fl.us/about-us/>

SERVICE FEES

Lost items	Replacement cost
Sand in book/damaged cover	\$3 re-wrap fee
Local fax	\$1 per page
Long-distance fax	\$2 per page
Printing – black and white	\$0.15 per page
Printing – color	\$0.25 per page
Replacement video case	\$1.00
Replacement audiobook case	\$3.00

347200 PARK AND RECREATION FEES

Fees collected for any type of program open to the public that is not athletic.

Code Reference: Florida Statutes 166.201

Responsible Department: Parks & Recreation

SPECIAL EVENT PERMITS (ALL PARKS)

Ordinance 15-40 § (c-h) requires all groups of 20 or more wishing to hold events in City parks to obtain a permit from the City in advance of the event.

Groups less than 20	No fee required
Groups 21-49	\$100 fee per day
Groups 50-99	\$200 fee per day
Groups 100-499	\$500 fee per day
Groups 500+	\$1000 fee per day

Section 1: Culture and Recreation

DEWEY "BUCK" DESTIN PARK

Non-profit groups and resident family gatherings (per hour)

Building use, groups 1-25	\$30 + \$25 to \$100 Non-Refundable cleaning fee
Building use, groups 26-50	\$40 + \$50 to \$100 Non-Refundable cleaning fee
Instructional classes	\$2 to \$40 per participant per course up to 12 weeks

Private groups or organizations or non-resident gatherings (per hour)

Building use, groups 1-25	\$50 + \$25 to \$100 Non-Refundable cleaning fee, per event
Building use, groups 26-50	\$60 + \$50 to \$100 Non-Refundable cleaning fee, per event
Instructional classes	\$4 to \$80 per participant per course

CLEMENT TAYLOR PARK

Pavilion rental limited to groups of 100 or less

Alcoholic beverage permit	\$200 per day
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Non-profit groups and resident family gatherings (per four-hour increment)

Groups 1-25	\$40 + \$25 to \$100 Non-Refundable cleaning fee
Groups 26-100	\$50 + \$50 to \$200 Non-Refundable cleaning fee

Private groups or organizations or non-resident gatherings (per four-hour increment)

Groups 1-25	\$60 + \$25 to \$100 Non-Refundable cleaning fee
Groups 26-100	\$70 + \$50 to \$200 Non-Refundable cleaning fee

LEONARD DESTIN PARK

Pavilion rental limited to groups of 20 or less per 4 hour increment

Groups 1-20, Resident	\$50 + \$25 to \$100 Non-Refundable cleaning fee
Groups 1-20, Non-Resident	\$100 + \$25 to \$100 Non-Refundable cleaning fee

WEDDINGS

Shore at Crystal Beach (Beach Only, not pavilion)	\$500 per 2 hours + \$100 Non-Refundable cleaning fee
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347260 JOE'S BAYOU RECREATION FEES

Fees collected for boating activities.

Code Reference: Florida Statutes 166.201

Responsible Department: Parks & Recreation

Residential daily launch/recovery fee	\$25 per trailer
Commercial daily launch/recovery fee	\$25 per trailer
Resident/non-commercial annual launch/recovery fee	\$0 per household (1 pass)
	\$0 per senior household, 65+ (1 pass)
	\$50 per additional pass
Non-resident/non-commercial	\$205 per household per year
Destin based commercial launch	\$1,030 per year
Commercial launch, non-Destin	\$2,060 per year
Pump out fee, Destin resident	No charge
Pump out fee, non-resident	\$20 per usage

347265 HENDERSON BEACH STATE PARK FEES

Fees for the use of Henderson Beach State Park

Code Reference: Florida Statutes 166.201

Responsible Department: Parks & Recreation

Daily entrance pass	\$30 per household (1 per household)
	\$25 per senior household, 65+ (1 per household)

347550 MORGAN SPORTS CENTER CHILDREN'S PARKS

Monies collected for events held at the children's park.

Responsible Department: Parks & Recreation

PAVILION AREA

Non-profit groups and resident family gatherings (per four-hour increment)

Groups 1-25	\$40 + \$25 to \$100 Non-Refundable cleaning fee
Groups 26-100	\$60 + \$50 to \$200 Non-Refundable cleaning fee

Section 1: Culture and Recreation

Commercial, private groups or organizations or non-resident gatherings (per four-hour increment)

Groups 1-25	\$60 +\$25 to \$100 Non-Refundable cleaning fee
Groups 26-100	\$100 +\$50 to \$200 Non-Refundable cleaning fee

347220 MORGAN SPORTS CENTER/DESTIN SPORTS COMPLEX (DESTIN ELEMENTARY SCHOOL)/DALTON THREADGILL

Fees collected for a variety of sporting activities such as football, soccer, cheerleading, softball.

Code Reference: Florida Statutes 166.201

Responsible Department: Parks & Recreation

Group activities and special events outside the athletic fields

Single-day event	\$50 to \$2,000
Alcoholic beverages permit	\$150 per vendor/per day
Vendor fee	Up to \$50 per vendor/per day, no hookups
Gate/admission fee	15% of gross paid to the city

City Programs – RESIDENT (league activities, camps, instructional classes)

City – adult programs	\$15 to \$200
City – youth programs	\$5 to \$200
Senior programs	\$2 to \$100
Open Gym Daily User fee	\$0

City Programs – NONRESIDENT (league activities, camps, instructional classes)

City – adult programs	\$30 to \$200
City – youth programs	\$20 to \$150
Daily user fee	\$5 to \$40

Section 1: Culture and Recreation

EXPERT INSTRUCTORS (Services the City cannot offer)

RECREATIONAL/INSTRUCTIONAL CLASSES – CONTRACTUAL LEADERSHIP

FEES RECEIVED FROM INDIVIDUALS PARTICIPATING IN CITY SPONSORED PROGRAMS, ACTIVITIES or CLASSES THAT ARE FACILITATED BY NON-CITY EMPLOYEES WITH EXPERTISE IN THAT PARTICULAR AREA. (E.G. AEROBICS, FLY-FISHING, DANCE...) PERCENTAGE BASED ON SKILL LEVEL OF THE INSTRUCTOR, ASSISTANCE REQUIRED FROM CITY STAFF AND FACILITY/EQUIPMENT/SUPPLIES MAY BE FURNISHED BY THE CITY. THIS STRUCTURING WILL ALLOW THE DEPARTMENT TO EXPAND PROFESSIONALLY LEAD PROGRAMMING FOR YOUTH, TEENS, ADULTS AND SENIORS WHILE GENERATING ADDITIONAL REVENUES FOR THE CITY. THE INCREASE IN REVENUES WILL BE DEPENDENT ON THE NUMBER OF PROGRAMS OFFERED AND THE PERCENTAGE AGREED UPON. THIS IS A WIDELY USED MODEL IN PARKS & RECREATION AGENCIES NATIONWIDE THAT TAPS INTO COMMUNITY RESOURCES THAT COULD OTHERWISE NOT BE AFFORDABLE TO THE AGENCY.

Options	Percentage of fees retained by the city	Percentage of fees retained by the facilitator
Split 1 – City provides material	60%	40%
Split 2 – Instructor only	50%	50%
Split 3 – Instructor provides material	40%	60%
Split 4 – School Fundraiser	20%	80%

SPORTS FIELD FEES Administrative charges

Personnel cost for hours other than normal hours of operations	\$30 per hour per employee
League/activity sponsorship	\$30 - \$1,000

FIELD RENTALS (Non-profit/Resident)

Field rental 1-25 users	\$25 per field per hour w/o lights
Field rental 1-25 users	\$45 per field per hour with lights
Additional field prep /set up 1-25 users	\$20 to \$50 per field per occurrence
Field rental 26+ users	\$45 per field per hour w/o lights
Field rental 26+ users	\$65 per field per hour with lights
Sports equipment usage	\$25 to \$40
Non-refundable deposit/cleaning fee	\$25 to \$500 per field per day
Batting Cage Electricity	\$10 per hour

FIELD RENTALS (Commercial/ Non-Resident)

Field rental 1-25 users	\$40 per field per hour w/o lights
Field rental 1-25 users	\$60 per field per hour with lights
Additional field prep /set up 1-25 users	\$20 to \$50 per field per occurrence
Field rental 26+ users	\$75 per field per hour w/o lights
Field rental 26+ users	\$95 per field per hour with lights
Sorts equipment usage	\$25 to \$40
Non-refundable deposit/cleaning fee	\$25 to \$500 per field per day
Batting Cage Electricity	\$15 per hour

Section 1: Culture and Recreation

FIELD RENTALS (TOURNAMENT FUNCTIONS)—UP TO 12 HOURS Non-profit/Resident

First (one) field	\$100 per day without lights
Each additional field	\$80
Each additional hour	\$20
Lights	\$20 per hour per field
Additional field preparation	\$25 to \$100 per field, per occurrence
Gate fee	15%
Center utilization fee (parking lot, track, etc.)	Up to \$550
Sports equipment usage Fee (EG., temporary mounds, goals, fence)	Up to \$50 per item per day
Vendor permit fee	\$30 per vendor per day
Non-refundable deposit/cleaning fee	\$25 to \$500 per field per day

FIELD RENTALS (TOURNAMENT FUNCTIONS)—UP TO 12 HOURS Commercial/Non-Resident

First (one) field	\$170 per day without lights
Each additional field	\$110
Lights	\$20 per hour per field
Additional field preparation	\$20 - \$50 per field per occurrence
Gate fee	15%
Center utilization fee (parking lot, track, etc.)	Up to \$1,550
Sports equipment usage fee (e.g.: temporary mounds, goals, fence)	Up to \$50 per item per day
Vendor permit fee	\$50 per vendor per day
Non-refundable deposit/cleaning fee	\$25 - \$500 per field per day

347520 COMMUNITY CENTER

The City shall levy fees for the rental of the Community Center facilities for activities including, but not limited to arts and crafts, league/team activities, adult sports, theatre productions, concerts, and specialty activities (card games, board games, etc.) for both commercial and noncommercial use. The amount of the rental fee will be assessed as per facility required and/or participation.

Code Reference: City Resolution 01-05

Responsible Department: Recreation Department/Community Center

Administrative charges

Personnel cost for hours other than normal hours of operation or holidays	\$30 per hour per employee
League/activity sponsorship	\$30 - \$1,000

Commercial/Non-Resident/instructional classes

Entire facility	\$250 per hour, min 4 hours
Meeting room	\$30 per hour
Each additional room	\$20 per hour
Kitchen, with gym or room rental only	\$50 per hour, min 4 hours
Gymnasium	\$80 + 15% gate charge
Non-refundable deposit/cleaning fee	\$25 - \$500 per day

Section 1: Culture and Recreation

Vendor fee	\$50
Equipment usage fee	\$30

Non-profit/Resident/non-profit play

Entire facility	\$80 per hour, min 4 hours
Meeting room	\$20 per hour
Each additional room	\$15 per hour
Kitchen, with gym or room rental only	\$30 per hour, min 4 hours
Gymnasium	\$30 + 15% gate charge
Non-refundable deposit/cleaning fee	\$25 - \$500 per day
Equipment usage fee	\$30

347540 COMMUNITY CENTER PROGRAMS

Monies received for camps, programs that are sponsored by the Community Center.

Responsible Department: Recreation Department/Community Center

City Programs – RESIDENT (league activities, camps, instructional classes)

City – adult activities	\$5 - \$100
City – youth activities	\$5 - \$100
Senior programs	\$2 - \$100
Daily user fee	\$0

City Programs – NONRESIDENT (league activities, camps, instructional classes)

City – adult activities	\$10 - \$200
City – youth activities	\$10 - \$150.00
Daily user fee	\$5 - \$40
Senior programs	\$3 - \$40

Section 1: Culture and Recreation

RECREATIONAL/INSTRUCTIONAL CLASSES – CONTRACTUAL LEADERSHIP

FEES RECEIVED FROM INDIVIDUALS PARTICIPATING IN CITY SPONSORED PROGRAMS, ACTIVITIES OR CLASSES THAT ARE FACILITATED BY NON-CITY EMPLOYEES WITH EXPERTISE IN THAT PARTICULAR AREA. (EG. AEROBICS, FLY-FISHING, DANCE...) PERCENTAGE BASED ON SKILL LEVEL OF THE INSTRUCTOR, ASSISTANCE REQUIRED FROM CITY STAFF AND FACILITY/EQUIPMENT/SUPPLIES MAY BE FURNISHED BY THE CITY. THIS STRUCTURING WILL ALLOW THE DEPARTMENT TO EXPAND PROFESSIONALLY LEAD PROGRAMMING FOR YOUTH, TEENS, ADULTS AND SENIORS WHILE GENERATING ADDITIONAL REVENUES FOR THE CITY. THE INCREASE IN REVENUES WILL BE DEPENDENT ON THE NUMBER OF PROGRAMS OFFERED AND THE PERCENTAGE AGREED UPON. THIS IS A WIDELY USED MODEL IN PARKS & RECREATION AGENCIES NATIONWIDE THAT TAPS INTO COMMUNITY RESOURCES THAT COULD OTHERWISE NOT BE AFFORDABLE TO THE AGENCY.

Options	Percentage of fees retained by the city	Percentage of fees retained by the facilitator
Split 1 – City provides material	60%	40%
Split 2 – Instructor only	50%	50%
Split 3 – Instructor provides material	40%	60%
Split 4 – School Fundraiser	20%	80%

Section 2 Building and Developers: Construction Permits, Developer Fees, Impact Fees, Right-of-Way permits, Engineering, Marine Application Fees, Map Fees

The governing bodies of local governments may provide a schedule of fees, as authorized by statutes for the enforcement of the provisions of its building code. Such fees shall be used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code. All permit, processing, and plan review fees are non-refundable unless extenuating circumstances are submitted, in writing, and approved by the Building Official. All required fees shall be paid prior to the issuance of any permit and at the commencement of any construction.

NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Section 125.56, F.S. Chapter 166.222; FS Section 468.631, 553.721, 553.80, 553.79

Responsible Department: Community Development

329506 (EBD04) CONTRACTOR REGISTRATION FEE

Code Reference: Chapter 13 Art. IV, Sec. 13-75, Code of Ordinances

Responsible Department: Community Development/Building Division

An administrative fee will be charged on all contractors not licensed under FS 489 engaging in business in the City of Destin for which a permit is required. The administrative fee is for verification of state, county, and local licenses, as required by city ordinance and certificate of insurance from a Florida Licensed Insurance Company for General Liability 61G4-15.003(2)(c), and Worker's Compensation as required by FS 440.103, 440.41, 440.42, and 489.144.

Specialty Contractors- The City will charge one annual administrative fee for all contractors engaging in the practice of contracting in the City of Destin whose scope of work is identified in a specialty contractor's category.

Contractor annual administrative fee	\$57.20
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329501 (EBD05) BUILDING DIVISION LIEN REVIEWS

Code Reference: Chapter 533.79 Florida Statutes

Responsible Department: Community Development/Building Division

Lien reviews are most commonly related to building permits for homes. As such lien request (aka property status letter) fees are recorded in the Building Department. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Property Status Letter (Lien Requests)	\$35
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354200 (EBD06)_Building Code Violations – Unsafe Code Fines and Fees

Code Reference: City of Destin Ordinance 366 and Chapter 489 Florida Statutes

Responsible Department: Community Development/Building Division

Fines and fees will be charged for noncompliance with the Florida Building Code to include the following items will be charged \$100 for first citation, \$300 for second citation, and a third citation will result in a summons to appear before the Construction Regulation Board:

- Failure to obtain a permit before commencing work
- Failure to post a notice of commencement
- Failure to obtain required inspections
- Failure to maintain proof of current workers compensation or public liability insurance
- Failure to inform the City of change of name style, address, or that licensee has ceased qualifying as a business
- Making a material misrepresentation on a permit application

Failure to correct building code violations will be charged \$500 for the first citation. The second citation will result in a Summons to Appear before the Construction Regulation Board.

329505 (EBD07) BUILDING DIVISION PLAN REVIEWS

Code Reference: Chapter 553.80 Florida Statutes

Responsible Department: Community Development/Building Division

The following review fees are applicable to all building construction permits.

Plan Review Fee: All projects are subject to a review fee, which equals the greater of (50%) of the permit fee or actual cost, incurred by the City to include one resubmittal.

1. Projects greater than or equal to four stories and assembly occupancy over 5,000 square feet and or large projects/developments determined by the Building Official shall be submitted to the International Code Council (ICC), Birmingham office, for formal plan review. The applicant shall pay the fee to ICC at the time plans are submitted.
2. The City may require, at the Building Official's discretion, a review of the single-family dwelling plans by a structural engineer. In this case, the applicant shall be required to pay the cost of this review.
3. Public Swimming Pool and Applicable Water Features Review Fee:
 - a. Review Fee New Pool – Greater than 25,000 gallons \$495 to be paid upon submittal.
 - b. Review Fee New Pool – 25,000 gallons or less \$330 to be paid upon submittal.
 - c. Renovations and Modifications
 - I. Level I- No Review fee required.
 - II. Level II- Renovations and Modifications Review \$55 to be paid upon submittal.
 - III. Level III- Renovations and Modifications Review \$220 to be paid upon submittal.

Section 2: Building Permits and Developer Fees

4. FEMA Flood Zone Review: ALL projects within these zones are subject to a review fee for Floodplain Review of \$55.
5. All projects are subject to a review fee for Engineering/Erosion Control fee of \$55 to be paid upon submittal. (341920)
6. Wetlands Protection: ALL projects in or adjacent to environmentally sensitive areas (wetlands & open water bodies) are subject to a review fee of \$55. (341920)
7. Any additional resubmittal for review shall be assessed an additional review fee of \$27.50 or 27.50% of the permit fee whichever is greater per division review.

322000 (EBD01) BUILDING CONSTRUCTION PERMIT FEES

Code Reference: Chapter 533.80 Florida Statutes

Responsible Department: Community Development/Building Division

1. Permit Processing Fee: An administrative processing of \$55 is applied to all permits.
2. Penalty Fee: Any work which commences prior to securing the appropriate permit or permits shall be charged a rate double the permit fee, which shall be collected by the Building Division. (Note: in accordance with Ordinance 336, the Building Official may issue a citation to the contractor.)
3. Re-Permit Fee:
 - a. Active permits: The fee for re-permitting any active permit will be 50% of the original building permit fee, no plan review fee, a \$55 processing fee, plus applicable state fees.
 - b. Inactive permits: The fee for re-permitting any inactive permit will be regular fees, no plan review fee, a \$55 processing fee, plus applicable state fees.
4. In accordance with Florida Statute, a Florida Building Code (FBC) Surcharge (208620) (EBD02) is collected on all Building Permits of 1% or a \$2 minimum. In addition, a Building Code Administrators, and Inspectors Fund (BCAIB) Surcharge (208630) (EBD03) is also collected on all Building Permits issued in the amount of 1.5% or a \$2 minimum. Both of these surcharges are remitted to the Florida Department of Professional Regulation.
5. All New (Heated and Cooled) Buildings or Structure Additions (includes Manufactured Buildings).
 - a. Building Division Permit Fee: A permit for any new building or structure, or for any addition to an existing building or structure, or portion thereof is based on square footage of gross floor area multiplied by \$0.17 per square foot.
 - b. Planning Division (329502) Permit Fee: Residential (Single Family – Attached/Detached or Duplex) is \$0.06 per square foot of gross floor area. This fee includes the initial Certificate of Occupancy as-built site inspection.
 - c. Engineering Division (341920) Permit Fee: Residential (Single Family –Attached/Detached or Duplex) is \$0.08 per square foot gross floor area.

Section 2: Building Permits and Developer Fees

- d. Planning Division (329502) Permit Fee: Multiple Family and Commercial Structures. If applicable, the fee is \$132. This fee includes the Certificate of Occupancy or Certificate of Completion and as-built site inspection.
 - e. Engineering Division (341920) Permit Fee: Multiple Family and Commercial Structures: If applicable, the fee is \$330. This fee includes initial Erosion Control inspection and the Certificate of Occupancy or Certificate of Completion and as-built site inspection.
6. Other Structure Fee:
- a. Building Division Fee: For all other structures to include non-heated and cooled buildings, renovations, interior buildouts, sheds, decks, fences, etc. the permit fee is \$6.60 per \$1,000 (or fraction thereof) of estimated cost, up to \$20,000 plus \$5 per \$1,000 (or fraction thereof) of the estimated cost in excess of \$20,000 up to \$100,000 plus \$4 per \$1,000 (or fraction thereof) of estimated cost in excess of \$100,000 (or fraction thereof).
 - b. Planning Division (329502) permit fee: Residential (Single Family Attached/Detached or Duplex): If applicable, the fee is \$66.00. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - c. Engineering Division (341920) Permit Fee: Residential (Single Family Attached/Detached or Duplex): If applicable, the fee is: \$66. The fee includes Certificate of Occupancy/Completion and as-built site inspection.
 - d. Planning Division (329502) permit fee: Multiple Family and Commercial Structures: If applicable, the fee is \$132. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - e. Engineering Division (341920) Permit Fee: Multiple Family and Commercial Structures: If applicable, the fee is: \$165. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
7. Commercial Signs.
- a. The Building Division Permit fee for all permanent signs is based on the total area of each sign (two-sided signs on the same structure are considered as one sign). The following fees per sign are as follows:
- | | |
|--|------|
| Up to 20 square feet | \$44 |
| Over 20 square feet | \$55 |
| Self-illuminated commercial sign, additional fee | \$22 |
- b. The Planning Division Permit fee (329502) for signs are established:
 - i. If the sign will be mounted to an approved, existing structure, the permit fee is \$44.
 - ii. If the sign will be mounted to a new structure, the permit-processing fee is \$88.
 - c. Engineering Division (341920) Permit fee for ground signs only: \$44.
8. Mobile/Manufactured Homes.
- a. The Building Division Permit fee for mobile/manufactured homes, blocked, with skirts and tie-downs, is \$33.
 - b. The Planning Division (329502) Permit fee for mobile/manufactured homes, blocked, with skirts and tie-downs fee is \$66. This fee includes the initial Certificate of Occupancy/Completion as-built site inspection.
 - c. The Engineering Division (341920) Permit fee for mobile/manufactured homes, blocked, with skirts and tie-downs fee is \$55. This fee includes the initial Certificate/Completion as-built site inspection.
9. In Ground Swimming Pools and applicable water features (which includes all pool and water feature equipment, except electrical).

Section 2: Building Permits and Developer Fees

- a. Building Permit Fee:
 - i. The fee for new residential swimming pools and applicable water features (excluding electrical fee) is \$66.
 - ii. The fee for new public swimming pools and applicable water features is \$165.
 - iii. The fee for renovations/repair/modifications: to existing public swimming pools and applicable water features based on the level of modification as set forth in the Public Pool Modification Matrix Table is:
 1. Level I- \$55
 2. Level II- \$110
 3. Level III- \$165
 - b. Planning Division (329502) Permit Fee: The fee for new swimming pools, applicable water features and level III alteration/renovations is \$105.60.
 - c. The Engineering Division (341920) Permit fee for new residential swimming pools, applicable water features and level III alteration/renovations is \$82.50.
10. Antennas - Dish and tower, roof and ground installations.
- a. Domestic (Residential R3) installation: A permit is required only for those towers that are of such height that they cannot be contained on an owner's property if they fall. The permit fee is \$33.
 - b. Commercial (Non-Residential) installations: The fee is \$6.60 per \$1,000 (or fraction thereof) of the estimated cost up to \$20,000, plus \$5.50 per \$1,000 (or fraction thereof) of the estimated cost in excess of \$20,000 up to \$100,000, plus \$4.40 per \$1,000 (or fraction thereof) of the estimated cost in excess of \$100,000 (or fraction thereof).
11. Moving Buildings or Structures (excluding mobile homes): The fee to move any non-portable building or structure from one location to another location is \$99.
12. Demolition of Buildings or Structures:
- a. Building Division Permit Fee: For the demolition of any building or structure, the fee is \$92.40. In addition to the demolition permit, you must submit a notice of asbestos removal form to the asbestos Coordinator for Northwest Florida District of Florida Department Environmental Protection (FDEP). (Note: The present address is 160 Government Center, Pensacola, Florida 31501). No Plan Review Fee or State fee.
 - b. Planning Division (329502) Permit Fee: The demolition permit fee is \$66.
 - c. Engineering Division (341920) Permit Fee: For the demolition of any building or structure, the fee is \$27.50. This fee includes initial Erosion Control inspection and the Certificate of Completion and site inspection.
13. Docks, Boathouses, Bulkheads and Seawalls:
- a. Building Division Permit Fee: The fee for construction of docks, boathouses, bulkheads or seawalls is \$13 per \$1,000 (or fraction thereof) of estimated cost up to \$10,000, plus \$6.60 per \$1,000 (or fraction thereof) of the estimated cost in excess of \$10,000.
 - b. Planning Division (329502) Permit Fee: The permit fee is \$33.
14. Land clearing:
- a. Planning Division (329502) Permit Fee: The fee for all land clearing permits is \$66.
 - b. Engineering Permit (341920) Fee: The fee for land clearing in lots 1 acre or less in size is \$82.50. The fee for land clearing in lots over 1 acre in size is \$165. Fee is based on lot size, not the land clearing/area of disturbance.

Section 2: Building Permits and Developer Fees

15. Protected Tree removal:

- a. Planning Division (329502) Permit Fee: The fee for removing any protected or preserved tree shall be \$66.

16. Portable Buildings:

- a. Planning Division (329502) Permit Fee: \$88
- b. Engineering Division (341920) Permit Fee: \$55 (Floodplain)

17. Mobile Vending:

- a. Planning Division (329502) Permit Fee: \$27.50 per location

18. Temporary Tents

- a. Building Division Permit Fee: \$27.50
- b. Planning Division (329502) Permit Fee: \$27.50

19. Solar Energy Systems Permit Fees: Signed Sealed Drawings required. The permit fee is \$13.20 per \$1,000 (or fraction thereof) of estimated cost, up to \$10,000 plus \$6.60 per \$1,000 (or fraction thereof) in excess of \$10,000.

20. Electrical Permit Fees:

a. Electrical Service:

Temporary service to 100 amperes	\$33
Early service power – first service	\$44
Early service power – each additional service NOTE: Required prior to final inspection and no occupancy shall occur prior to issuance of a Certificate of Occupancy, by the Building Official. If the premises are occupied prior to the issuance of a Certificate of Occupancy, or a Certificate of Completion, the power company may be notified to disconnect the power and the permit will be subject to action by the Code Enforcement Board.	\$13.20
Permanent service up to 100 amperes	\$49.50
Permanent service 101 to 200 amperes	\$66
Permanent service 201 to 400 amperes	\$82.50
Permanent service 401 to 600 amperes	\$99
Permanent service 601 to 800 amperes	\$132
Permanent service over 801 amperes	\$132 plus \$0.05 per ampere over 800 amperes
Circuits	\$2.75 each
Low voltage systems i.e., tv, phone, sound, alarm (Exclude wireless security systems for 1 & 2 family)	\$6.60 per system
Electrical repair wiring or renovations	\$13.20 per \$1,000 of estimated cost up to \$10,000 plus \$6.60 per \$1000 in excess of \$10,000 and \$3.30 for each circuit added or altered
Meter/service change outs (to include gang meters)	\$36.30 per meter
Functional check	\$55

- b. Swimming Pools and applicable water features: The permit fee, which includes all pool and applicable water feature equipment grounding, and underwater lights, is \$44.

Section 2: Building Permits and Developer Fees

21. Mechanical Permit Fees:

a. Heat and Air Conditioning Unit (including heat pump) New or Change outs:

Up to five tons, per system fee	\$66
Over five tons	\$66 plus \$3.50 per ton over 5 tons

- b. Refrigeration system is \$26.40 each.
- c. Commercial kitchen Hood system is \$26.40 each.
- d. Incinerator or Boiler is \$26.40 each.
- e. Mechanical repair is \$13.20 per \$1,000 (or fraction thereof) of estimated cost, up to \$10,000 plus \$6.6 per \$1,000 (or fraction thereof in excess of \$10,000).

22. Plumbing Permit Fees:

- a. Each fixture, roughed-in and/or final inspection is \$5.5 per plumbing fixture.
- b. Each individual tap for sewer, septic, grease trap/interceptor, back-flow protector, roof drain and water connection is \$13.20.
- c. Plumbing repair/re-piping or renovations is \$13.20 per \$1,000 (or fraction thereof) of estimated cost, up to \$10,000 plus \$6 per \$1,000 (or fraction thereof in excess of \$10,000).

23. Gas Installation Permit Fees:

- a. Each fixture is \$5.5.
- b. Gas piping (Natural or LP) to a unit or building is \$26.40 per connection, to include installation of generators to existing homes/structures.
- c. Gas repair/re-piping or renovations is \$13.20 per \$1,000 (or fraction thereof) of estimated cost, up to \$10,000 plus \$6.60 per \$1,000 (or fraction thereof in excess of \$10,000).

24. Fire Sprinkler/Suppression Systems Permit Fees:

- a. Commercial kitchen hood suppression:
 - i. \$66 up to 4 nozzles heads
 - ii. \$11 per additional nozzle head thereafter
- b. Fire Sprinkler system:
 - i. The fee is \$0.88 per sprinkler head/nozzle for new construction.
 - ii. The fee is \$11 per water line feeding above systems.
 - iii. The fee is \$11 per standpipe.
 - iv. The fee is \$13.20 for repair or modification per \$1,000 (or fraction thereof) of estimated cost, up to \$10,000 plus \$6.60 per \$1,000 (or fraction thereof) in excess of \$10,000.

25. Utility Site/Infrastructure Permit Fees:

- a. Systems up to 20 devices (manholes, catch basin, storm drains) is \$220
- b. Systems with over 20 devices is \$385.
- c. Planning Division (329502) fee is \$132.
- d. Engineering Division (341920) Fee: \$165

26. Parking Lot Resurface, Restripe and Overlay Permit Fees:

- a. Building Division fee is \$110
- b. Planning Division (329502) fee is \$132
- c. Engineering Division (341920) Fee: \$82.50

Section 2: Building Permits and Developer Fees

27. Code Compliance Inspection Permit Fee: For anyone who request to have an inspection for general life safety or building code compliance which are outside of performing construction activity, the fee is \$55.

28. Re-inspection Fees: (All subsequent re-inspections shall be doubled the previous fee)

Building Division	Building Inspections	Initial re-inspection	38.50
Planning Division	Certificate of Occupancy -Site Insp	Single Family or Duplex	110.00
		Minor Development Orders	506.00
		Major Development Orders	676.50
Engineering Division	Certificate of Occupancy - Site Insp	Single Family or Duplex	110.00
		Minor Development Orders	165.00
		Major Development Orders	330.00
Eng. & Planning Div.	Certificate of Completion - Site Insp		55.00
Engineering Division	General Site	All Developments	55.00

29. Stop By/Walk Through Inspection Request Fee: The fee will be \$55.

329503 Right-of-Way Fees

The Land Development Code provides that City Council will establish and collect fees for issuing Right of Way Construction Permits for work in the City's rights of way. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: LDC 8.01.00 & Resolutions 02-06, 02-23, 04-13, 04-15

Responsible Department: Community Development Department – Engineering Division

Utility right-of-way permit	\$286
Right-of-way administration fee – Residential single/duplex	\$44 per row
Right-of-way administration fee – Commercial or multi-family	\$137.50 per row
Construction right-of-way – Nonresidential	\$12.10 per 100 linear feet PLUS: \$85.80 per road bore \$286 per road cut \$85.80 landscaping/irrigation
Commercial right-of-way – Nonresidential individual simple owner fee for hold harmless & maintenance agreement	\$55
Commercial right-of-way – Nonresidential other ownership (corporate or trust) fee for hold harmless & maintenance agreement	\$93.50
Residential (single or 2-family lot)	\$12.10 per 100 linear feet PLUS: \$23.10 per bore \$286 per road cut \$23.10 landscaping/irrigation
Residential (single or 2-family lot) Individual simple owner fee for hold harmless & maintenance agreement	\$55
Residential (single or 2-family lot) other ownership (corporate or trust) fee for hold harmless & maintenance agreement	\$93.50
Right-of-way inspections – Commercial satisfactory completion	
Initial inspection	No charge
First site re-inspection	\$88
Each subsequent re-inspection	\$143
Right-of-way inspections – Residential satisfactory completion	
Initial inspection	No charge
First site re-inspection	\$71.50
Each subsequent re-inspection	\$93.50
Right-of-way – vacation/easement	\$2,750

Section 2: Building Permits and Developer Fees

01300-329502 LAND DEVELOPMENT REVIEW FEES (aka ZONING REVIEW FEES)

The Land Development Regulations provide that the City Council of the City of Destin, Florida will establish land development review, permit and other fees. Fees are set to cover the cost of the work associated with review, permitting, inspection and other activities associated with land development. The City may require, at its discretion, the review and advise of an expert consulting professional on any development application. Applicants will be responsible to reimburse the City for these outside costs plus a 10% Administrative Fee. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Land Development Code 18.01.00

Responsible Department: Community Development

DEVELOPMENT ORDER RELATED APPLICATIONS:

The following development order related application fees include first submittal reviews only. Subsequent submittal reviews and advertisement costs and mailing costs will be invoiced to the applicant at actual cost plus a 10% Administrative Fee. All invoices must be paid in full prior to submittal of additional submittal packages and/or the issuance of the Final Development Order (DO).

TYPE OF APPLICATION	APPLICATION FEE
<i>Pre-Application Review - Residential</i>	\$50
<i>Pre-Application Review - Non residential</i>	\$150
Developer's Agreement	\$4,500
Major Developments	\$5,500
Minor Developments	\$3,500
Major Deviations to a Major Development	\$4,500
Minor Deviations to a Major Development	\$2,500
Major Deviation to a Minor Development	\$4,500
Minor Deviation to a Minor Development	\$2,500
Simple Deviation	\$1,000
Planned Unit Development (PUD) (in addition to fee for subdivision, major development or minor development)	\$4,000
Landscaping Plan Review (if not submitted as part of a DO Application)	\$750
Outdoor lighting plan review (if not submitted as part of a DO Application)	\$750
Development Order Exemption	\$500

DEVELOPMENT ORDER CONSTRUCTION PERFORMANCE BONDS

Some development orders will require construction performance bonds. After City Engineering staff complete an inspection of the construction site against the development order and find the developer has satisfactorily met the requirements of the development order, the City will issue a bond release letter after payment of:

DESCRIPTION	FEE
341920 Engineering Fee (for Bond Inspection)	\$80
341300 Administrative Service Fee	\$250
341300 Bond Handling Fee	10% of Bond

Section 2: Building Permits and Developer Fees

Code Reference: Land Development Code 2.20.00 C3

Responsible Department: Community Development

SUBDIVISION RELATED APPLICATIONS:

The following subdivision related application fees include first submittal reviews only. Subsequent submittal reviews and advertisement costs and mailing costs will be invoiced to the applicant at actual cost plus a 10% Administrative Fee. All invoices must be paid in full prior to submittal of additional submittal packages and/or final approval.

TYPE OF APPLICATION	APPLICATION FEE
Major Subdivisions	\$4,500
Minor Subdivisions	\$2,000
Replat of Subdivision/Lot Reconfiguration	\$1,500
Lot Split	\$1,000
Deed of Gift	\$1,000
If easements follow the plat, replat, or lot reconfiguration and are executed by a separate document	\$500 per easement

ORDINANCE AMENDMENT RELATED APPLICATIONS:

An applicant applying for any one of the following ordinance amendment related applications is responsible for paying to the City: administrative expenses, cost recovery for the use of outside consultants by the City to review the application, legal notice costs, and mailing cost at actual cost plus a 10% Administrative Fee.

TYPE OF APPLICATION	APPLICATION FEE
Comprehensive Plan Text Amendment	\$2,000
Comp Plan Future Land Use Map (FLUM) Amendment	\$2,000
Land Development Code (LDC) Text Amendment	\$2,000
LDC Rezoning Map Amendment	\$2,000
Code of Ordinance Text Amendment	\$2,000

BOARD OF ADJUSTMENT RELATED APPLICATIONS:

An applicant applying for any one of the following Board of Adjustment applications is responsible for paying to the City: administrative expenses, cost recovery for the use of outside consultants by the City to review the application, legal notice costs, and mailing cost, at actual cost plus a 10% Administrative Fee.

TYPE OF APPLICATION	APPLICATION FEE
Administrative Decision Appeal	\$1,000
Variance	\$1,000
Exception (Marina Siting Only)	\$1,000

TABLING AND/OR REHEARING:

The following fees are established for an applicant initiating tabling and/or re-hearing of an application at City Council, Local Planning Agency (LPA), Board of Adjustment (BOA), or Technical Review Team (TRT). The applicant is responsible for paying to the City administrative expenses, cost recovery for the use of outside consultant by the City to review the application, legal notice costs, and mailing cost, at actual cost plus a 10% Administrative Fee.

Section 2: Building Permits and Developer Fees

TYPE OF HEARING	FEE
City Council	\$500
Local Planning Agency (LPA)	\$500
Board of Adjustments	\$500
Technical Review Team	\$500

MISCELLANEOUS APPLICATIONS, FEES, & LETTERS:

TYPE OF APPLICATION, FEE, OR LETTER	FEE (Per Application or Letter)
Alcohol Licenses	\$100
Zoning Compliance Letter	\$100
FDEP Review Letter	\$100
Re-Addressing for Convenience	\$500
White Sands Compliance Inspection	\$100
Each re-inspection due to failure of a previous inspection	\$150
Dog Friendly Dining	\$500
Conditional Use	\$1,500
Home Solicitation Sales	\$55
Change of Use Application Fee - Commercial	\$500
Change of Use Application Fee - Short Term Rental	\$2000
Parking Agreement Review	\$500
White Sands Review	\$100
Street Name Change	\$500
<i>Special Beach Event Permit - Residential</i>	<i>\$250</i>
<i>Special Beach Event Permit - Commercial</i>	<i>\$500</i>
<i>Outside Consulting Fee</i>	<i>10% of invoice or \$200 whichever is less</i>

324xxx IMPACT FEES

Fees charged to developers at the time of development for construction of facilities to serve the development site. Impact fees are based on the Impact fee study performed in 2007.

Code Reference: Land Development Code

Responsible Department: Community Development Department

324110 IMPACT FEES - PUBLIC SAFETY- RESIDENTIAL

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$9
Residential, 500—749 sq. ft.	Dwelling	\$11
Residential, 750—999 sq. ft.	Dwelling	\$13
Residential, 1,000—1,499 sq. ft.	Dwelling	\$16
Residential, 1,500—1,999 sq. ft.	Dwelling	\$19

Section 2: Building Permits and Developer Fees

Residential, 2,000—2,999 sq. ft.	Dwelling	\$23
Residential, 3,000—3,999 sq. ft.	Dwelling	\$27
Residential, 4,000 sq. ft or more	Dwelling	\$31
Mobile home/RV park	Pad	\$21
Hotel/Motel	Room	\$11

324120 IMPACT FEES - PUBLIC SAFETY – COMMERCIAL

Land Use Type	Unit	Fee
Retail/commercial	1,000 sq. ft.	\$31
Office	1,000 sq. ft.	\$18
Industrial	1,000 sq. ft.	\$11
Warehouse	1,000 sq. ft.	\$11
Church/Synagogue	1,000 sq. ft.	\$11
School/college	1,000 sq. ft.	\$11
Hospital	1,000 sq. ft.	\$11
Nursing home	1,000 sq. ft.	\$11
Other institutional	1,000 sq. ft.	\$11

324210 IMPACT FEES - PHYSICAL ENVIRONMENT – RESIDENTIAL

The Net Positive Environmental Benefit Impact Fee is 25% of the cost of construction for all marinas, docks, piers or other similar development within the Destin harbor and canals adjacent to the Destin Harbor.

324220 IMPACT FEES - PHYSICAL ENVIRONMENT - COMMERCIAL

The Net Positive Environmental Benefit Impact Fee is 25% of the cost of construction for all marinas, docks, piers or other similar development within the Destin harbor and canals adjacent to the Destin Harbor.

3243X0 IMPACT FEES – TRANSPORTATION

These Fees help the city address development impacts on transportation to include traffic, roads, sidewalks, streetlights, and parking.

324310 IMPACT FEES - TRANSPORTATION - RESIDENTIAL

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$583
Residential, 500—749 sq. ft.	Dwelling	\$724
Residential, 750—999 sq. ft.	Dwelling	\$855
Residential, 1,000—1,499 sq. ft.	Dwelling	\$1,016
Residential, 1,500—1,999 sq. ft.	Dwelling	\$1,198
Residential, 2,000—2,999 sq. ft.	Dwelling	\$1,425
Residential, 3,000—3,999 sq. ft.	Dwelling	\$1,677
Residential, 4,000 sq. ft or more	Dwelling	\$1,896
Mobile home/RV park	Pad	\$780
Hotel/Motel	Room	\$981

Section 2: Building Permits and Developer Fees

324320 IMPACT FEES - TRANSPORTATION - COMMERCIAL

Land Use Type	Unit	Fee
Retail/shopping center	1,000 sq. ft.	\$1,752
Discount Superstore	1,000 sq. ft.	\$2,242
Bank, Walk-in	1,000 sq. ft.	\$2,043
Bank, Drive-in	1,000 sq. ft.	\$3,205
Supermarket	1,000 sq. ft.	\$3,298
Convenience market	1,000 sq. ft.	\$4,216
Golf Course	Acre	\$548
Marina	Berth	\$321
Racquet/Health Club	1,000 sq. ft.	\$3,584
Restaurant, Fast Food	1,000 sq. ft.	\$4,638
Restaurant, High Turnover	1,000 sq. ft.	\$4,464
Restaurant, Sit-Down	1,000 sq. ft.	\$3,244
Service Station	Fuel Position	\$1,030
Office, General	1,000 sq. ft.	\$1,404
Hospital	1,000 sq. ft.	\$2,262
Nursing Home	1,000 sq. ft.	\$786
Church/Synagogue	1,000 sq. ft.	\$883
School/College	1,000 sq. ft.	\$354
Day Care Center	1,000 sq. ft.	\$2,048
Other Institutional	1,000 sq. ft.	\$1,404
General Light Industrial	1,000 sq. ft.	\$888
Warehouse/Storage	1,000 sq. ft.	\$632
Mini-warehouse	1,000 sq. ft.	\$319

324610 IMPACT FEES - LIBRARY - RESIDENTIAL

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$62
Residential, 500—749 sq. ft.	Dwelling	\$78
Residential, 750—999 sq. ft.	Dwelling	\$93
Residential, 1,000—1,499 sq. ft.	Dwelling	\$112
Residential, 1,500—1,999 sq. ft.	Dwelling	\$133
Residential, 2,000—2,999 sq. ft.	Dwelling	\$160
Residential, 3,000—3,999 sq. ft.	Dwelling	\$190
Residential, 4,000 sq. ft or more	Dwelling	\$217
Mobile home/RV park	Pad	\$149
Hotel/Motel	Room	\$0

324620 IMPACT FEES - LIBRARY - COMMERCIAL

No Library Impact Fees are assessed for Commercial Development

Section 2: Building Permits and Developer Fees

324611 IMPACT FEES – RESIDENTIAL – PARKS

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$186
Residential, 500—749 sq. ft.	Dwelling	\$235
Residential, 750—999 sq. ft.	Dwelling	\$279
Residential, 1,000—1,499 sq. ft.	Dwelling	\$335
Residential, 1,500—1,999 sq. ft.	Dwelling	\$399
Residential, 2,000—2,999 sq. ft.	Dwelling	\$479
Residential, 3,000—3,999 sq. ft.	Dwelling	\$570
Residential, 4,000 sq. ft or more	Dwelling	\$649
Mobile home/RV park	Pad	\$447
Hotel/Motel	Room	\$243

324621 IMPACT FEES – COMMERCIAL – PARKS

No Parks Impact Fees are assessed for Commercial Development

341920 ENGINEERING FEES

The Land Development Code provides that City Council will establish and collect certain fees for engineering services.

Code Reference: Resolutions 02-06, 02-23, 04-13, 04-15

Responsible Department: Community Development Department/Engineering Division

Development Order Review Fees:

TYPE OF APPLICATION:	E&S Review Fee	Engineering Review Fee	Floodplain Review Fee	Re-Review Fee
MAJOR DEVELOPMENT or DEVIATION	\$200	\$200	\$25	\$100
MINOR DEVELOPMENT or DEVIATION	\$100	\$100	\$25	\$50
SIMPLE DEVIATION	\$100	\$100	\$25	\$50

341940 MARINE APPLICATION FEES

The collection of residential and commercial application fees is for review by the Harbor Board and Staff. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: 11.05 Code of Ordinance

Responsible Department: Community Development/Planning Division

	Fee (Per Application or Letter)
RESIDENTIAL	\$250
COMMERCIAL	\$1000

Net Positive environment Benefit (NPEB) is 25% of the cost of construction for all work performed in the Destin Harbor.

341911 MAPS & PUBLICATIONS

Monies collected for providing copies, to include but not limited to, maps, plats and documents.

Responsible Department: Public Services/City Manager's Office (GIS)

Standard data fees: \$3.10 / standard CD
 \$13.40 / standard aerial DVD
 \$13 / Aerial DVD

- Standard CD types are base vectors and aerial rasters. (Land use vectors available in future.)
- Base vector CD includes roads, water, 7.5-minute quads, quarter-quads, fire stations, city government buildings, libraries, parks, police stations, schools, flood zones, category storm surge, county border, city limits, zoning, future land use, community redevelopment agencies/areas, building footprints, digital elevations & aerial index.
- For parcels, contact Okaloosa County at 850-651-7958.
- In the future, free copies of standard CDs will be given quarterly to public library.
- Standard DVD types are base vectors and aerial rasters.
- Base vector DVD includes same layers as a Standard CD in un-zipped format.
- Aerial Raster DVD has same capacity as (3) CD's.

Standard Map Fees per page		
Size	Sparse Shading	Dense Shading
8.5 x 11 A	\$2.60	\$5.15
8.5 x 14	\$2.60	\$5.15
11 x 17 B	\$5.15	\$10.30
13 x 19	\$5.15	\$10.30
17 x 24 C	\$10.30	\$15.45
24 x 36 D	\$15.45	\$25.75
34 x 44 E	\$25.75	\$36.05

The above fees are based on map type, ink shading, and printing time, and color-copy fees at local company for small densely shaded maps. A map with over 25% of page shaded with solid ink is considered densely shaded. Custom requests are considered case by case with additional costs. Cost agreement may be in writing. Fulfilled only if costs are agreed upon, time is permitting, and media is practical. Includes but is not limited to:

- Any creation of new data.
- Any modification to existing data and maps.
- Any non-standard media (other than inkjet paper and CD's).
- Any non-standard format such as AutoCAD.dxf

Custom fees: \$22.65 / hour staff rate (calculated in 15-min increments, no charge for first 15 min), plus media.
 \$3.10 / 650mb CD media, \$13.40 DVD media.

Section 3 Licenses and Permits: Business Tax Receipts (aka business licenses), Rental Registration (LTR/STR), Livery Permits, Vendor Permits, Marine Application Fees, Code Violations

316000 Local Business Taxes (aka Business Tax Receipts aka BTRs)

Fees levied by the City on all businesses, trades, and professions operating with the City or transacting business in interstate commerce where such tax is not prohibited by Sec. 8, Article 1 of the United States Constitution.

Local Business Tax Receipts are invoiced in July and due on October 1 each year. They expire September 30 the succeeding year. A Business Tax Receipt may be transferred to a new owner upon payment of a transfer fee and presentation of evidence of the sale and the original BTR. Receipt holders must comply with all applicable codes of the City and County, including building, fire, and health codes and zoning laws. Fees renewed after ~~October 14~~ September 30 are subject to up to 25% in penalties.

Code Reference: F.S. Chapter 166.201, 205.042, 205.043, 205.053, Sec. 13-40 Code of Ordinances

Responsible Department: Community Development/Building Division

1. Charter boats: All charter boat or fare-carrying boat businesses shall pay a per boat base fee plus a per passenger fee based upon Coast Guard certified passenger capacity.

Charter boats, per boat base	\$100 per boat
Charter boats, per passenger fee	\$1.25 per passenger

2. Coin-operated machines: All businesses or activities utilizing coin-operated machines, except pay telephones, shall pay a BTR based upon the number of such machines. The local business tax fee will be determined based upon the total number of coin-operated machines the business or activity utilizes within the corporate limits of Destin, with a list of individual locations of coin-operated machines to be provided by the business or activity making application for a license. The owner of the business or activity shall make sufficient copies of the issued license for display at each coin-operated machine location.

Vending machines are those coin-operated devices which dispense a product in exchange for a coin, i.e., soft drinks, candy, grooming aids, cigarettes, etc. Amusement machines include devices such as pinball, electronic games, pool tables, skeet ball, juke boxes, etc. Laundry machines include washers, hot air dryers and dry-cleaning machines.

Amusement machines, per machine	
1 to 10 vending machines	\$62.50
11 to 25 vending machines	\$125.00
26 or more vending machines	\$187.50
1 to 25 coin-operated washing machines and dryers	\$62.50
26 to 50 coin-operated washing machines and dryers	\$125.00
51 or more coin-operated washing machines and dryers	\$187.50

Section 3: Business Licenses and Permits

3. Commercial fishing: Net boats, long line and all other commercial non-charter fishing businesses which sell seafood for profit, either retail or wholesale, shall pay a fee based upon the greatest number of vessels.

First boat	\$100.00
Each additional boat	\$50.00

4. Contractors and subcontractors: The classifications below are as defined in Florida Statutes Section 489.105.

General contractor	\$187.50
Building contractor	\$200.00
Residential, sheet metal, roofing, electrical, class A air conditioning, mechanical, plumbing, and commercial swimming pool contractors and subcontractors	\$150.00
Class B air conditioning and residential swimming pool contractors and subcontractors	\$100.00
Class C air conditioning and swimming pool service contractors or subcontractors	\$100.00
Handymen and similar craftsmen	\$50.00
All other contractors and subcontractors not listed herein	\$100.00

5. Food and beverage establishments:

Restaurants, cafes, snack bars, dining rooms, lounges, taverns, nightclubs and the like, whether operating in conjunction with some other line of business or not, base minimum plus per seat	\$100.00 min \$1.25 per seat
Snack counters, drive-ins, catering services, take-out services which maintain no seats, or like businesses which may provide some seating but whose primary nature of business is take-out or delivery of food and/or beverages	\$100.00

6. Gasoline stations (including marinas). The annual BT fee shall be based upon the maximum number of vehicles/vessels which can be serviced at any given time, in addition to other fees as may be required pursuant to this article.

1 to 4 vehicles/vessels	\$62.50
5 to 10 vehicles/vessels	\$125.00
11 to 15 vehicles/vessels	\$187.50
16 or more vehicles/vessels	\$250.00

7. Insurance:

Each insurance company writing any class of insurance upon any person or property residing or located within the city	\$100.00
Insurance agent or firm doing such business as agent or other representative of insurance company or companies, for each place of business	\$200.00

Section 3: Business Licenses and Permits

Each traveling or itinerant insurance agent or solicitor, soliciting business within the city	\$200.00
Insurance solicitors employed by, or representing, insurance agents who have an annual license as provided by this section	\$100.00

8. Leisure rentals: Businesses renting boats, yachts, jet skis, beach equipment, sailboats, motorcycles, mopeds, bicycles, or other similar equipment shall pay a BT fee based upon the number of units. The local business tax fee will be determined based upon the total number of leisure rentals the business or activity rents to the public within the corporate limits of Destin, with a list of individual locations of leisure rental setups to be provided by the business or activity making application for a BT receipt. The business owner or manager shall be responsible for making copies of the issued receipt, with a copy of said license to be distributed to each location site.

1 to 10 units	\$62.50
11 to 20 units	\$125.00
21 to 30 units	\$187.50
31 or more units	\$100.00

9. Marinas, dry docks, boat storage: Marinas, dry docks and boat storage annual license fees will be based upon the number of spaces for rent.

Spaces	Wet	Dry
1 to 3	\$65.50	\$62.50
4 to 10	\$125.00	\$62.50
11 to 20	\$187.50	\$93.75
21 to 40	\$250.00	\$125.00
41 to 60	\$312.50	\$156.25
61 or more	\$375.00	\$187.50

10. Professionals: The fees referenced in this section apply to each individual pursuing such profession or professional activities and not against the firm, partnership or corporation. Therefore, each individual must obtain a separate receipt rather than one (1) receipt being acquired by a firm, partnership or corporation. It shall be the responsibility of the principle of each firm to provide to the city a list of individual professionals working from or in the firm's office at the time of application, and to notify the city each time additional professionals assume professional working activities from the office. Each professional is responsible for acquiring his/her individual license BTR and shall post the issued BTR in a conspicuous place in the office in which the professional conducts business activities.

Class 1: Accountants/certified public accountants, architects, attorneys, chiropractors, dentists, engineers, medical doctors, opticians, optometrists, psychiatrists, psychologists, surveyors, and veterinarians	\$225.00
Class 2: Real estate brokers and stockbrokers	\$200.00
Class 3: Real estate agents, barbers, beauticians, cosmetologists, electrologists, and others not referenced in class 1, class 2, or in the insurance category (item 7 above)	\$50.00

Section 3: Business Licenses and Permits

11. Rental units: All hotels, motels, houses, cottages, condominium units, trailer spaces, boardinghouses and all other units or spaces rented. The local business tax fee will be determined based upon the total number of rental units the business or activity manages within the corporate limits of Destin, with a list of individual locations of rental units to be provided by the business or activity making application for a BTR. The business owner or manager shall post the issued BTR in a conspicuous place in the office which manages the rental units.

1 to 4 units	\$31.25
5 to 10 units	\$62.50
11 to 50 units	\$125.00
51 to 100 units	\$250.00
101 to 200 units	\$375.00
201 to 500 units	\$500.00
501 or more units	\$625.00
Mini-warehouse storage facilities	\$300.00

12. Retail, wholesale, manufacturing, services, financial institutions, clubs, pawnshops, private schools, car rentals, hospitals, clinics, advertising agencies, consultants, etc. All financial institutions and businesses selling goods, either wholesale or retail; businesses for the manufacture or assembly of goods; businesses providing services; all clubs, including golf, racquetball, swimming, health, social and the like; miniature golf, water slides and bowling alleys; private schools of any description; automobile rental agencies; and wrecker towing services shall pay a fee based upon the total number of employees. An employee shall be defined as any person actively connected with the business working within the city limits. An affidavit may be requested to accompany the application for such BTR stating the greatest number of individuals employed during any twenty-four-hour period during the preceding business tax year. The City Manager or his designee shall be supplied proof of the number of employees upon demand.

1 to 5 employees	\$62.50
6 to 20 employees	\$125.00
21 to 50 employees	\$187.50
50 or more employees	\$250.00

13. Taxicabs, limousines, buses, private ambulances, courtesy cars, delivery cars, etc.: The annual BTR fee shall be a per-unit charge.

Taxicabs, per unit	\$62.50
Limousines, per unit	\$125.00
Buses: up to 40 passengers, per unit	\$187.50
Buses: 41 or more passengers, per unit	\$250.00
Courtesy/delivery cars, private ambulances, per unit	\$62.50

Section 3: Business Licenses and Permits

14. Theaters: Annual BTR fees will be based upon seating capacity.

1 to 30 seats	\$62.50
31 to 100 seats	\$125.00
101 to 300 seats	\$187.50
301 to 500 seats	\$250.00
501 to 750 seats	\$312.50
751 or more seats	\$375.00

15. Miscellaneous.

Any business activity not listed	\$300.00
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OTHER PERMITS AND LICENSES

329500 Rental Registration

The collection of administrative fees for the processing of applications for long- and short-term rental according to the following schedule: NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Chapter 13, Code of Ordinance Article 6 and Article 7

Responsible Department: Code Compliance Department

Long-term Rentals:

The registration is valid May 1st to May 1st.

Rental Unit	\$50
Multiple rental units (i.e., apartment complex) located on one single parcel with onsite property management	\$50 Single Registration fee Via the onsite property management
Multiple rental units not located on one single parcel and no available onsite property management	\$50 Per Unit
Late Fee (after June 1 st)	\$50 After July 1st

Short-term Rentals:

Rental unit is a single-family dwelling unit as defined in Chapter 13, Code of Ordinance. The total fee may include an administrative (paper application) fee of \$25, a reapplication fee of \$25, in addition to the rental registration fee based upon building total area square footage (as per Okaloosa Property Appraiser Building File data) as follows:

Up to 2499 square feet (TOTAL SQUARE FOOTAGE)	\$500
2500-4999 square feet	\$600
5000+ square feet	\$700

Section 3: Business Licenses and Permits

Additional short-term rental fees that may apply:

Administrative Fee (Paper Application	\$25
Late Fee after March 31 st	\$100
Late Fee after June 1 st	\$500

329400 Livery Vessel Permitting

The Land Development Code provides that City Council will establish and collect fees for the issuance of Livery Vessel Permits. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Ordinance 17-02-CC

Responsible Department: Code Compliance Development

Livery Vessel Permit Fee	\$100 Per Vessel
Late Fee, per vessel After March 1 st of every calendar year	\$25

329504 Beach Management Vendor Permits

The Land Development Code provides that City Council will establish and collect fees for the issuance of Beach Vendor Permits. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: LDC 11.08.03

Responsible Department: Code Compliance Department

Wheeled Vehicle Permit, per vehicle	\$50
Beach Vendor Permit, per location	\$150
Late Fee, per location	\$25

329508 Sexually Oriented Business License

Ordinance 09-06-LC provides that City Council will establish and collect fees for the issuance of annual licenses for purposes of ensuring compliance with certain regulations. All licenses shall expire on September 30th of each year unless otherwise suspended or revoked. Applications for renewal shall be made at least 20 days before the expiration of the license. The fines for operating a sexually oriented business without business and employee licenses may be \$250 to \$500 and/or jail for a period not to exceed sixty days for each violation day.

Code Reference: Ordinance 09-06-LC

Responsible Department: Code Compliance Department

Initial Application Fee, per business	\$250
Annual Renewal Fee, per business	\$100
Initial Application Fee, per employee	\$50
Each Additional License, per employee	\$20
Annual Renewal Fee, per employee	\$50
Annual Renewal of each additional license per employee	\$10

354100 Code Violation Fines

These are fines assessed by the Code Board for non-compliance of violations. In the case of a first violation, the code enforcement board may order the violator to pay a fine not to exceed two hundred fifty dollars (\$250.00) for each day the violation continues past the date set by the board's order for compliance.

In cases where the code enforcement board has found that a repeat violation has been committed, the board may order the violator to pay a fine not to exceed five hundred dollars (\$500.00) for each day the repeat violation continues beginning with the date the repeat violation is found to have occurred by the code inspector.

Code Reference: Chapter 14 of the Code Ordinances, Section 14-81.

Responsible Department: Code Compliance Department

Special Magistrate

The Code of Ordinances provides that City Council will establish and collect fees for the prosecution of cases heard before the Special Magistrate.

Administrative Fee: \$500.00

Code Reference: Code of Ordinance Section 14-81

Responsible Department: Code Compliance Department

Section 4 Miscellaneous: Parking Fees and Fines, Clerk's Office, Cemetery, Election Qualifying Fees, NSF returned check fee

344500 PARKING FACILITIES USER FEES

Harbor District: North of highway 98, the Marler, Community Center, and Zerbe parking lot fees are \$20 for up to 24 hours.

Beach Zones: Parking in the beach zones south of Highway 98 is \$15.00 for four (5) hours.

No parking is allowed between 11pm and 3am in the parking lots nor in the Beach Zones.

Code Reference: Resolutions 19-05

Responsible Department: Code Compliance Department

354300 PARKING FINES

Payments collected from parking fines related to parking issues throughout the City limits.

Parking Lot Fines in following areas: Marler, Zerbe, Community Center, Beach paid parking zones \$100

Other parking infractions \$100

Responsible Department: Code Compliance Department

351000 TRAFFIC FINES

A police officer may issue a ticket for any moving violation as set forth in the provision of the Code of Ordinances.

Code Reference: Florida Statutes 34.191; 142.03; 316.660; 318.21

Responsible Department: Community Development

341930 ELECTION QUALIFYING FEES

Elections for candidates running for office in accordance with the City's charter, Section 5.03 Qualifications.

"Candidates for the offices of City Council member and Mayor shall qualify for such office by the filing of a written notice of candidacy with the designated city official, by the payment of any applicable qualifying fee at such time and in such manner as may be prescribed by ordinance." For the March 2004 election was \$25 per candidate.

Code Reference: City Charter Section 5.03

Responsible Department: City Clerk's Office

Section 4: Miscellaneous Fees, Parking, Clerk, Cemetery

364200 CEMETERY LOT SALES.

The City Code provides for City ownership and operation of cemeteries. The City has separate fees for both residents and non-residents.

Code Reference: Resolution 23-05

Responsible Department: City Clerk's Office

	RESIDENTS	
BURIAL LOT, EACH	1,350	
DISINTERMENT FEE	\$257	
MAUSOLEUM NICHE	\$618	
SEA MEMORIAL ENGRAVING	\$200 per visit	
WEEKEND/HOLIDAY GRAVE MARKING	\$77	

341900 PUBLIC RECORDS DUPLICATION

Note: The City of Destin will expect/exclude all governmental agencies from photocopying and/or duplicating charges. This policy applies to federal, state, county, or municipal governments, their agencies, and divisions. All other exceptions are at the discretion of the City Manager.

COPIES, CERTIFIED COPY	\$1 PER PAGE + PHOTOCOPY CHARGE
COPIES, COMPUTER DISC	\$6 PER DISC
FAXED (LOCAL)	\$0.10 PER PAGE
FAXED (LONG DISTANCE)	\$0.30 FLAT RATE + PHOTOCOPY CHARGE
PHOTOCOPIES, AERIAL (LARGE-36"x60")	\$10 PER PAGE
PHOTOCOPIES, AERIAL (SMALL- 24"x 36")	\$5 PER PAGE
SITE PLAN Copies (36" x 24")	\$2 PER PAGE
PHOTOCOPIES, DUPLEXED	\$0.20 PER PAGE
PHOTOCOPIES, ONE-SIDED	\$0.15 PER PAGE
SPECIAL SERVICE CHARGE	\$24 PER HOUR OR \$4 PER TEN MINUTE INCREMENT

**FAXED COPIES LIMITED TO 25 PAGES OR LESS AND 8.5"x14"

Adopted August 05, 2019

Revisions approved at June 15, 2020 Regular Council Meeting

Revisions approved at the September 7, 2021 Regular Council Meeting

Code Reference: Resolution 19-11; Resolution 20-13; Resolution 21-11

369000 NSF and returned check fee

The fee for returned checks paying for any City service, user fee, permit, license or payment of fines is \$30 or 10% of check amount, whichever is greater.

PURCHASING MANUAL

This Operating Instruction (OI) establishes and defines the purchasing manual for the City of Destin, Florida.

I. REFERENCES:

The governing references for this OI are City Resolution #22-10 and Generally Accepted Accounting Procedures as adopted by the National Accounting Standards Board and the Governmental Accounting Standards Board and other Federal, State and local laws, statutes, ordinances, directives and policies as they apply to local government purchasing and/or the City of Destin.

II. GENERAL:

This OI's purpose is to establish the administrative procedures by which the City of Destin will purchase materials, supplies, equipment, and secure various contractual services and, provide greater cost effectiveness and public accountability in the procurement process.

This OI is not intended to address every issue, exception, or contingency that may arise in the course of purchasing activities. The basic standard that should always prevail is to exercise good judgment in the use and stewardship of City resources.

See current Purchasing Resolution for budgeted and unbudgeted threshold.

III. DEFINITIONS:

- A. City Manager: is the City Manager of the City of Destin, Florida, and shall, where appropriate, include his/her duly authorized designee.
- B. Continuing Services Contract: A contract for services or material entered into in accordance with the City's bid procedures whereby the contractor, firm or individual provides goods or services for work of a specified nature as outlined in the bid and contract.
- C. Continuing Service Contract Renewal: Contracting with the same contractor for an additional contract period after the initial contract period, only if pursuant to contract terms specifically providing for such renewal.
- D. Consultant: Is one who provides professional advice or services, which include, but are not limited to attorneys, architects, engineers, surveyors and accountants.
- E. Cooperative purchases: are the advance combining of two or more political entities to obtain the advantages of volume purchases, improved specifications, reduced administrative costs, and increased intergovernmental cooperation.

- F. Emergency Purchase: A purchase made without following the normal purchasing procedures in order to obtain goods or services quickly to meet an urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk or if critical City operations will be severely affected in an adverse situation.
- G. Life Cycle Cost: A procurement technique that takes into account demonstrable and documented operating maintenance, the cost of property, other cost of ownership and usage and resale or residual value in addition to acquisition price in making an award on low total cost.
- H. Price Quotes: Competitive quotations are to be obtained as detailed in Section G. Competitive Threshold/Approvals and shall include a statement of price, terms of sale, and description of goods or service.
- I. Property: Fixtures and other tangible personal property of a non-consumable nature, with a value of ten thousand dollars (\$10,000) or more and normal expected life of one (1) year or more. The City Manager shall identify other items as "property" at her/his discretion and require formal accounting records be maintained for such items.
- J. Proprietary: refers to goods and services owned by a private individual or corporation under a trademark or patent.
- K. Purchase Order: The City's official legal record of contract between the City and vendor, issued separately or in conjunction with other documents, which delineates the responsibilities of both parties in the provision of and payment for goods and services required by the City. The purchase order also is the mechanism by which budgetary and cash balances are encumbered in the City's accounting system.
- L. Purchase Requisition: The internal process required for the request to purchase materials and services that is not of an emergency nature and not covered under Petty Cash or P-Card procedures.
- M. Request for Bids: Written documents inviting potential vendors to submit sealed, written pricing for specific goods and/or services in conformance with specifications, terms, conditions and other requirements described in the formal bid documents.
- N. Request for Proposals: The solicitation document used for competitive proposals, also the customary and preferred method to be used for the purchase or procurement of professional services; also an appropriate method for the purchase or procurement of other goods or services when there is an uncertainty of the exact product or service that is required. The Request for Proposal method is the preferred method for procurement of professional services where the expected value of any resulting contract is significant (greater than One Million Dollars), and is especially preferred where there may be significant differences between or among bidders or proposers who otherwise meet minimum qualifications as to the bidders' or proposers' experience, applicable skills, expertise, or similar factors affecting their qualification

to perform or provide the requested services. The Request for Proposal solicitation document may specifically be used for any construction project. The Request for Proposal allows for negotiations after proposals or bids have been opened to allow clarification and changes in the proposal in the best interest of the City.

- O. Sole Source (Non-Competitive) Purchase: An award for goods or services to the only known capable supplier, such as unique, patented, proprietary, or franchised supplies, or by the unique nature of the requirement, the vendor, the impracticality of obtaining competition or market conditions.
- P. Supplies: Includes all supplies and equipment other than tangible property. Tangible property is property capable of being appraised at an actual or approximate value.
- Q. Using Agency: Any department, agency or other unit of the City using supplies, property or contractual services.

IV. POLICY AND PROCEDURES:

These policies are hereby established for purchasing supplies, material and any other matter or commodity necessary for the operation of the affairs of the City and are consistent with the requirements of City Resolution #22-10.

A. GOALS AND OBJECTIVES

The goal of the purchasing activity is to obtain needed goods and services at the lowest ultimate cost consistent with prevailing economic conditions, appropriate standards of quality and continuity of service while establishing and maintaining a competitive procurement system of openness, fairness and integrity.

1. There are three (3) major objectives of the public purchasing process:

- (a) Effectiveness: The quality of the goods and/or services procured, the units and quantities procured, and the method of procurement are appropriate to the needs of the city.
- (b) Efficiency: The time and effort expended, from definition of need through final delivery, and the cost associated with acquiring the needed goods and/or services are reasonable in order to achieve value.
- (c) Economy: The prices paid for goods and/or services shall reflect responsible use of taxpayer dollars and be in the best interest of the City, consistent with the requirements of the procurement.

2. All employees involved in the procurement process shall subscribe to and be guided by the following principles:

- (a) Consider the best interests of the City in all transactions and to carry out the City's policies and procedures.
- (b) Purchase without prejudice, seeking to obtain the maximum value for each dollar expended in accordance with established quality standards.
- (c) Foster honesty and truth in buying and to avoid conflicts of interest, unethical practices and the appearance of same.

B. SCOPE OF POLICY

This policy shall apply uniformly to all employees and departments for the expenditure of any and all funds provided or authorized through or by the City Council, City Manager or the City's Annual Budget.

This policy shall apply to the purchase of goods and/or services, unless the Purchasing Procedures, the City Council, or any applicable Federal, State or local law specifically makes that purchase exempt.

C. RESPONSIBILITIES

1. Authority The City Charter does not designate sole procurement authority in any specific official positions or offices. Per Section 4.01 of the City Charter, the City Manager serves at the pleasure of the City Council. Recognizing this authority. The City Council reserves the right, upon majority vote of the City Council, to exempt specific procurements (RFPs, RFQs, ITBs, or other bidding mechanisms), or specific contracts from either (1) some or all of the provisions of this Resolution, or (2) any other procurement policies or manuals governing procurements by the City of Destin.
2. Procurements and contracts are, by default, subject to this Resolution, unless specifically exempted by a vote of the City Council. However, if the City Council identifies an item it wishes to exempt from the Resolution, then any motion shall identify that the procurement shall be exempted because it is necessary to protect the health, safety, and welfare of the Citizens of Destin. Additionally, if a bidding document is required for the procurement, such as an RFP or ITB, then the document shall contain detailed instructions of how it will be administered. If the bidding document lacks directions as to any parts of its administration, then the applicable portions of this document shall act as default rules and procedures.
3. Any bid challenges to an exempted procurement shall follow the City's default challenge procedures.
4. Any procurements that are issued as part of any state or local grant programs, will require furnishing of the City's procurements policies as part of the application process or qualification process, shall not be eligible to be exempted from the standard procedures set forth below.

5. If the City Council exempts a procurement from this Resolution, then pursuant to Sections 4.01 and 4.05(d) of the City Charter, the City Council expects the full cooperation of the City Manager to ensure sufficient City staff members, and City resources are dedicated to administering all aspects of the exempted procurement.

6. Additionally, since the City Manager will not be directing the issuance of bidding documents for any said procurement, then any bidding documents requiring a signature of a Destin official, shall be signed by the Mayor, or Mayor Pro Tem if the Mayor is unavailable.

7. The City Manager or City Manager's designee shall be the purchasing agent for the City. All procurements made under this Resolution must only adhere to binding Florida Law, City Law, or Federal Law, and are not to be limited by any rules of any voluntary trade associations or voluntary professional associations (if a certain profession legally mandates membership in a trade or professional association, then the trade or professional association is not voluntary).

8. The City Manager shall be responsible for ensuring that the purchasing policy is applied uniformly and consistently in all City offices and departments. The City Manager is responsible for establishing administrative guidelines for the purchase of all commodities, materials, equipment and services for City agencies, departments and offices.

9. Department Directors are responsible for ensuring that employees in their department or office are fully familiar with federal, state, and local laws, including City policies, regulations and procedures regarding the purchase of commodities, materials, equipment and services. All employees comply fully with the provisions of said laws, policies, regulations and procedures.

10. The Finance Director shall provide assistance and advice, as necessary, in the administration of, and compliance with, the purchasing policies and procedures. The Finance Director, designated by the City Manager, is responsible for the direction and management of the City's procurement processes and operations.

11. The Finance Department is also responsible for providing training to familiarize City employees with purchasing law, concepts, City policies and procedures.

D. UNAUTHORIZED PURCHASES

Except for emergencies or other authorized exemptions stated in these guidelines, no purchase of supplies, services, or equipment shall be made without authorization as described within this OI or the current governing purchasing procedure resolution.

E. Subdividing Procurements

Purchases, orders, or contracts that are subdivided to circumvent the requirements of this Manual or threshold authority as set forth in this Policy shall be considered unauthorized purchases and are prohibited.

F. PURCHASE REQUISITIONS

All requisitions shall give a clear item description, quantity, unit of measure, and estimated cost. Requisitions shall only be submitted when there are sufficient funds to cover the cost.

1. ITEM DESCRIPTIONS

Item purchase descriptions set forth the essential physical and functional characteristics of the supplies or services required. The minimum requirements of the City should be expressed in the description. However, do not confuse minimum requirements with minimum descriptive data. Include as much information as possible to describe exactly what you need.

2. BRAND NAME

Descriptions or specifications should be written to preclude limiting purchases to a specific brand name which can restrict competition and often results in higher prices. If a specific brand name and/or model are being recommended, the department head must attach a written memo justifying why 'an equal' is not acceptable.

In certain circumstances, the City Council may determine that it is in the best interest of the City to standardize the brand of certain equipment purchased, even though the bid submitted for the equipment is not the lowest. Standardizing can be advantageous to the City in that parts may be interchangeable with other units, the cost of training for the operation, repair and maintenance of the equipment can be reduced, and savings on the inventory of parts for the equipment can be achieved.

G. COMPETITIVE PROCUREMENTS

1. Invitations to Bid require public notice (legal publication), public bid opening at a time and place designated in the bid document, and a minimum of ten (10) working days between publication of the bid invitation and bid opening.
2. Invitation to bid shall be required for procurements of goods and contractual services with an estimated aggregate or project cost of more than \$35,000.00.

3. Request for Proposal (RFP) may be used for competitive purchases, the purchase of professional services and other goods or services when there is an uncertainty about the exact product(s) or service(s) required with an estimated aggregate cost of more than \$35,000.00.
4. RFPs require public notice (legal publication), public proposal opening at a time and place designated in the proposal document, and a minimum of ten (10) working days between publication and proposal opening. Exceptions may be made in cases of emergency.
5. Registration or certification under Florida Statute Chapter 489 is required before any contract is awarded for construction work on buildings or other improvements to real property, except for roads or utilities as specified in Florida Statutes section 489.113, or otherwise exempt under Florida Statutes section 489.103.
6. The City Council may waive the competitive procurement requirements when deemed to be in the best interest of the City.

H. COMPETITIVE THRESHOLD/APPROVALS

1. Competitive requirements for commodities, services, construction and equipment:
 - a. Purchase of supplies, materials and equipment not exceeding \$1,000.00 may be made by any authorized employee and shall be evidenced by a receipt and approval by the Department Head or his/her designee and delivered to the Finance Department.
 - b. Purchase of supplies, materials and equipment between \$1,001 and \$5,000 shall be approved by the Department Head, Finance Director and City Manager. The Department shall solicit a minimum of three (3) electronic or written quotes. If only one price quote is received, the price may be deemed fair and reasonable. Quotes must be memorialized in a memo attached to the invoice.
 - c. Purchase of supplies, materials, equipment or services between \$5,001 and \$35,000 must be requested by requisition and shall be approved by the Department Head, Finance Director and City Manager. The Department shall solicit a minimum of three (3) written quotes. If only one price quote is received, the price may be deemed fair and reasonable. Final approval shall be made by the City Manager. Written quotes are required on vendor stationery and attached to the requisition.
 - d. Request for purchases in amounts greater than \$35,000.00, require public advertisement and/or sealed procedures in accordance with City resolution. Award/Rejection of bid or proposal shall be made by the City Council. The Agenda, Action Agenda, Contract and scope of work shall be attached to the requisition.

e. No contract or purchase shall be subdivided to avoid the purchasing requirements as stated here in.

2. The following shall be used to determine a fair and reasonable price:

- a. Previous Purchase
- b. Purchase of similar or like item
- c. Established price list
- d. Catalogs
- e. Similar items purchased by other public entity

3. All purchasing of IT hardware and software must be approved by the IT director prior to purchasing to ensure uniformity throughout the City.

4. The purchase of services for temporary employees shall have the approval of the Human Resources Manager, Finance Director and City Manager before a purchase order/contract is issued.

5. Personnel authorized to purchase commodities/services shall document procurement transactions to provide a basis for audit and compliance reviews and to establish a written record of the purchasing discussions to ensure continuity of the purchasing activity.

6. Required documentation includes the approved requisition, request for quotations, quotations, analysis of the quotations, memos on negotiations, amendments to purchase orders, revisions in specifications, quantities, or delivery and all other pertinent correspondence.

I. WOMEN, MINORITY AND SMALL BUSINESS REQUIREMENTS (W/MBE)

1. The purpose of the minority, women, and small business enterprise program and Disadvantaged Business Enterprise is to provide guidance in the outreach of W/MBEs to ensure awareness and opportunities of doing business with the City of Destin. The minority, women, and small business enterprise program shall only apply to those projects, services, or

commodities funded by a federal or state grant/contract/agreement having W/MBE requirements and, not otherwise covered by a W/MBE or disadvantaged business enterprise program.

2. The Finance Department will ensure compliance with this purpose by ensuring its requirements are included in competitive procurements as it applies to both primary and subcontractors.

3. The City will accept certification of W/MBE status from the City of Tallahassee, Leon County and State of Florida, Office of Supplier and Diversity as well as the Florida Department of Transportation (FDOT), DBE program in lieu of creating its own certification program. The City may also consider and accept certification from other State of Florida, county or city programs on a case by case basis.

26.02 - W/MBE Requirements

1. The City will utilize the State of Florida and/or when deemed appropriate FDOT directories to notify certified W/MBE firms of procurement opportunities in the City of Destin. The efforts of such outreach shall be maintained in the original procurement solicitation file.

2. When deemed appropriate by the City, primary contractor that intends to use subcontractors shall also use the State of Florida, and/or when deemed appropriate FDOT directories of W/MBE to solicit W/MBEs for subcontracting opportunities under a primary contract.

3. When deemed appropriate by the City, primary contractor that intends to use subcontractors shall be responsible for documenting outreach activities in accordance with the competitive procurement document.

J. BIDDING PROCEDURES

Competitive bids are required for all purchases, supplies and services, when the estimated cost thereof shall exceed \$35,000, except as specifically exempted in this policy.

1. Invitation for Bid/Proposal Procedure: All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$35,000, shall be purchased by invitation for bid/proposal from the lowest responsive, responsible bidder unless otherwise stated in this policy, after due public notice inviting bid/proposals.

2. Nature, Type and Frequency of Advertisements: Notice shall be advertised for two consecutive weeks at least 10 days prior to the opening in a newspaper of general circulation in the City or any other newspaper that the bidding department determines will bring the most bid

activity to the City. The advertisement will call for sealed bids or proposals for goods, supplies and services, when the estimated proposed cost is expected to be more than \$35,000. The City will also place a notice of such bid on its web page for Internet access.

3. If state or federal law or a state or federal agency provides other required methods of newspaper notice which differentiate from the City's requirements, in those circumstances, the requirements of state or federal law or state or federal agency shall be followed when advertising in a newspaper.

4. Florida Statutes section 255.0525, states that any construction project that is projected to cost more than \$200,000 shall be publicly advertised at least once in a newspaper of general circulation in the County at least 21 calendar days prior to the bid received date and at least five calendar days prior to any scheduled pre-bid conference. If the construction project is expected to cost more than \$500,000, it must be advertised at least 30 calendar days prior to the bid received date and at least five calendar days prior to any pre-bid conference.

Bidders List: Bids shall be solicited from all responsible prospective suppliers who are on the City's Bid List, which the City Clerk's Office shall maintain. Departments may utilize Internet email for notifying vendors when such vendors have provided the Department with an email address. Invitations will be sent to those vendors on the bidder's list who supply commodities that are similar in character to the item(s) being purchased.

5. Bid Opening Procedure: Bids shall be submitted in sealed envelopes to the City Clerk and shall be identified as bids on the envelope. Unsealed bids will not be opened or accepted.

a. Opening: Sealed Bids shall be opened in public at the time and place stated in the public notice. The City Clerk, or any person designated by the City Clerk or the City Manager, shall witness openings.

b. Purpose: The purpose of the opening is to record the responses received and to ensure that the responses are in compliance with the basic requirements of the competitive procurement. Responses are not analyzed for quality or substance at the opening.

c. Late Receipt: Bids shall not be accepted or opened if received after the date and time called for in the bid notice.

d. Signature: Failure to properly sign the bid shall invalidate the bid and the bid will not be considered.

6. Rejection of Bids: The City Manager shall have the authority to recommend to the City Council the rejection of all bids, parts of all bids, or all bids for one or more supplies or contractual services included on the proposed bid when the public interest will be served

thereby. The City Manager shall not recommend acceptance of a bid from a contractor who is known by him to be in default on the payment of taxes, licenses or other monies due the City.

7. Criteria for Determining Lowest, Best Responsive, and Responsible Bidder: Contracts shall generally be awarded to the lowest, best responsive, responsible bidder. In determining the 'lowest, most responsive, responsible bidder' in addition to price, the Bid Committee may consider:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- b. Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay.
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- d. The quality and timeliness of the performance of previous contracts or services with the City and with other entities.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- f. The sufficiency of the bidder's financial resources and ability of the bidder to perform the contract or provide the service.
- g. The quality, availability and adaptability of the commodity or contractual service to the particular use required.
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract and the associated maintenance cost.
- i. The number and scope of conditions or exceptions attached to the bid.
- j. The best interest of the City in relation to standardizing the brand of certain equipment purchased, where standardizing can achieve certain operational efficiencies and cost savings.
- k. Life cycle costs.

8. Bid Award: The City Manager shall recommend award of bids to the City Council when the amount exceeds \$35,000.

- a. Departments shall select vendors based on total cost, which considers delivery, freight costs, prices, quality, life cycle costs, warranty, services, terms and conditions, and shall recommend award to the vendors who best meet these requirements.
- b. Award to other than apparent low bidder shall be documented to show the rationale for rejection (i.e.: does not meet specifications, delivery requirements and past performance problems).
- c. Purchase orders shall not be issued when an account has insufficient funds to cover the cost unless approved by the Finance Director.
- d. The City reserves the right to waive informalities in any bid; to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality on bids received that in its judgment will be in the best interest of the City.

9. City Council Selection and Award: The City Manager shall recommend award of bids to the City Council when the amount exceeds \$35,000. In any solicitation for the purchase or procurement of goods or services, the City Council may conduct further evaluation of bids or proposals, and where the amount of any expected purchase or contract is significant (greater than One Million Dollars), the City Council will generally conduct further evaluation of bids or proposals as follows:

- a. The City Council will review all available information provided by the Bid Committee, including any additional information furnished by bidders or proposers. The Council may require proposers to appear at a Council meeting and make presentations regarding their proposals; such appearances may, in the sole discretion of the City Council, be in person or virtual.
- b. The City Council has wide discretion to select proposals for contract negotiations and to award contracts, so long as the Council reasonably exercise its discretion in making any selection or award. In exercising its discretion, the City Council shall consider information available to it at the time any decisions are made. Such information shall include the bids or proposals submitted by bidders or proposers, any related documents furnished by the bidders or proposers, any related information identified by the Bid Committee, the presentations made by bidders or proposers, and answers by bidders or proposers to questions posed during their presentations. In evaluating proposals, the City Council shall generally have three options: (1) individually re-scoring by each Council Member the top 3 bids in accordance with the same scoring criteria and calculations used by the Bid Committee, if applicable, and either awarding the bid to the highest-ranked proposer or directing City staff to negotiate a contract with that proposer; (2) ranking all responsive proposers on the basis of which proposers will, in the Member's opinion based on all available information, best meet the City's needs; or (3) directing City staff to negotiate a contract with the proposer ranked

highest by the Bid Committee. For example, if there are three responsive proposals, each Council Member would assign one point to the proposer that the Member believes would best meet the City's needs, two points to the proposer that the Member believes is the second-best suited to meet the City's needs, and three points to the proposer that the Member believes is the third-best suited to meet the City's needs. The point scores assigned by the voting Council Members will then be added together to yield an aggregate score, with the proposer receiving the lowest total points assigned by voting Council Members being ranked the best; or (3) simply adopting the scoring of the Bid Committee and awarding the bid or directing City staff to negotiate a contract with highest-ranked proposer as scored by the Bid Committee accordingly. The Council may also use any other reasonable method to rank proposals, provided that such method is announced in advance.

c. Upon determining its ranking, the City Council will typically direct City staff to negotiate a contract with the highest-ranked proposer, or the Council may award the contract to the highest-ranked proposer, if practicable given the nature of the services to be procured.

10. Award to Other Than Low Bidder: When the award is not given to the apparent lowest cost bidder, or where the City Council directs City staff to negotiate a contract with a bidder or proposer whose proposal is not the apparent lowest cost option, a full and complete statement of the reasons for the decision shall be prepared by the using department, or by the City Council, as applicable, and filed with the other documents relating to the transaction. Nothing in this section shall be construed as preventing the City from awarding a contract to someone or an entity other than the low bidder.

K. EXEMPTIONS TO BID REQUIREMENT

The following situations are exempted from formal competitive bid requirements:

1. Professional Services: Contracts for professional services involving particular skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding, are exempt from the competitive bidding requirements; however, a formal written contract, approved by the Council, shall be required for all such contracts in excess of \$35,000, and any applicable state law, such as the Consultant's Competitive Negotiation Act F.S. 287.055 shall be followed.
2. Sole Source (Non-Competitive) Supplies: Non-competitive (sole source) supplies, available from only one source, such as unique, patented, or franchised supplies, are exempt, provided however, that such purchases in excess of \$35,000 require a formal, written approval by the Council.

a. Department Directors may request a sole source purchase by forwarding a memo, with justification for sole source, to the Finance Department. Justification shall contain the following information as a minimum:

1. How was a determination made that the goods/services being purchased are only available from one source?
2. What contacts (if any) were made in an attempt to identify alternate sources?
3. What is the rationale that the goods/services being purchased cannot be substituted with similar goods/services from other sources?

b. The Finance Department shall review the sole source request and recommend approval or denial to the City Manager. Recommendation for approval shall contain justification as to the validity of the sole source.

c. The City Manager is authorized to approve the request if the cost is less than or equal to \$35,000. City Council shall approve request for more than \$35,000, unless an emergency exists as defined in this policy.

3. Bids and contracts from other entities: The Council may find that it is in the best interest of the City to use formal written contracts or competitive bids of other governmental entities. If such purchases are in excess of \$35,000 the bid will require Council approval.

4. Cooperative Purchasing: The City Manager may procure, without following formal contract procedure, all supplies, materials and equipment that are cooperative purchases. The City Manager shall have the authority to join with other units of government in cooperative purchasing plans or to purchase pursuant to formal written contracts or competitive bids of other governmental units, when the best interests of the City would be served thereby. This is subject to the requirement that any purchase in excess of \$35,000 requires Council approval, unless the purchase has been approved in the annual budget and the items purchased have a unit price of \$35,000 or less. Any cooperative purchase from another government entities must be procured in compliance with 2 CFR 200.

5. State Contract: The City Manager may procure, without following formal contract procedure, all supplies, materials and equipment which are the subject of contracts with the State of Florida, as set forth in Section 287 of the Florida Statutes, as amended from time to time, or with the United States Government, provided that any purchase in excess of \$35,000 shall require Council approval. Any state contract that the City is making a cooperative purchase must be procured in compliance with 2 CFR 200.

6. Computer Equipment and Peripherals: Bidding is not required for personal computers, printers, associated parts, and software and communications services, (i.e. telephone and wireless services, which services are not considered a sole source supplier) when the collective

value of multiple items is greater than \$35,000, provided written quotes on vendor stationery are obtained from a minimum of three (3) vendors and requires Council approval.

7. Unique Circumstances: There can be unique circumstances that will not allow a department to follow the competitive bidding process. If this situation occurs and it is determined by the City Manager to be in the best interest of the City, then the City Manager may negotiate and enter into a contract less than \$35,000. If the contract is greater than \$35,000 and the City Manager concurs with awarding the contract, it will be submitted to the City Council for their approval at the next available Council meeting.

L. EXEMPTIONS TO PURCHASING RESOLUTION

1. Emergency Purchases: As defined in Section K, Emergency Purchases
2. Seminar registrations and professional membership dues, fees, and publications.
3. Purchase of local utility service, excluding communications, (i.e. telephone and wireless services), which services are considered a sole source supplier.
4. Purchase of library books and circulated material.
5. Postage expense, when billed by a vendor at the currently prevailing postage rates established by the U.S. Postal Service.
6. No Bid received: Where no bid has been received after publication of a bid/proposal, the City Manager is authorized to seek other alternatives for purchasing, such as cooperative purchasing agreements.

M. EMERGENCY PURCHASES

1. An emergency situation is defined as a circumstance in which one of the following conditions exists:
 - a. Critical City operations will be severely affected in an adverse situation.
 - b. An emergency creates a threat to public health, welfare or safety.
 - c. A delay in the procurement of goods/services is against the public interest.
2. Emergency purchases: In cases of an emergency which require the immediate purchase of supplies or contractual services, the City Manager or his/her designee is empowered to secure by open market procedures as herein set forth, at the lowest obtainable price, any supplies or services not exceeding fifteen thousand dollars (\$35,000). If costs exceed \$35,000 a

full report of the circumstances of the emergency purchase shall be placed on the next regular Council agenda for approval.

3. Emergency purchases that are required after normal working hours.
4. The Department that makes an emergency purchase must provide Finance with a memo outline the situation and the reason for the emergency purchase. A copy of this memo must be attached to the check request or invoice or purchase requisition.

The Department may secure the goods or services needed, after satisfying the conditions in Section K. The paperwork shall be processed the next business day. It is the Department Director's responsibility to justify any emergency purchases.

NOTE: EMERGENCY PURCHASES COSTING OVER \$35,000 REQUIRE APPROVAL BY THE CITY COUNCIL, PRIOR TO PAYMENT.

N. CONSOLIDATION OF REQUIREMENTS

Continuous service contracts are predominately secured through the competitive sealed bidding process and are for the provisions of goods and services commonly required by one or more City departments. These contracts, featuring pre-determined vendors, terms and conditions, and favorable, consolidated pricing, allow departments to utilize their personnel to accomplish other departmental duties by reducing the necessity for those personnel to perform separate, redundant and conflicting procurement activities. Continuous service contracts will be utilized whenever the contract goods and services are appropriate to the needs of the user departments. It is recommended the continuous service contract terms set rates for an initial term of three years plus two optional one-year extensions. Task orders or work orders in the form of Purchase Orders will refer to the rates in the signed continuous services contract during the term of the contract for each work order over \$5000.

P. VENDOR RELATIONSHIPS

A. It is essential to develop and maintain goodwill between the City and its suppliers. The reputation of the City can be enhanced and promoted by:

1. Affording all salespersons, a full, fair, prompt and courteous hearing.
2. Keeping competition open and fair.
3. Keeping specifications fair, accurate and clear.
4. Maintaining consistent buying policies and principles.

5. Observing strict truthfulness in all transactions and correspondence.
6. Keeping free from any obligation to any vendor.

B. The City shall not purchase any goods or services from any Council Member or City employee, or any business in which a City employee or Council Member has or may have a financial or beneficial interest except during an emergency situation as defined in Section K, Emergency Purchases.

Q. CONTRACTS

1. A copy of all signed contracts or continuing service contracts that has a financial implication on the City must be attached to the purchase requisition, along with a copy of the Action Agenda, Agenda Item, Scope of work and any other related documentation.

R. CHANGE ORDER

1. Change order means a modification to an executed contract, due to unanticipated conditions or developments relating to that contract. A Change Order may not substantially alter the character of the work contracted for and may not vary so substantially from the original specifications as to constitute a new undertaking. Such changes must be reasonably and conscientiously viewed as being in fulfillment of the original scope of the contract. Further, such changes when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.
2. The City Manager is hereby authorized to approve and initiate work on the following types of change orders determined in her judgment to be in the public interest, as follows:
 - a. All change orders decreasing the cost of the contract to the City; providing, however such decrease does not materially alter the scope of the work defined by the Contract.
 - b. Change orders increasing the cost \$35,000 or less per occurrence, with an aggregate maximum of 10% of the total cost of the contract provided sufficient documentation is provided. The increase shall not materially alter the scope of work defined by the contract.

c. Time for Performance: All change orders decreasing or increasing the time for performance of the contract, providing, however, the change does not delay the overall time for completion by greater than 90 days, cumulative.

3. All other change orders, unless specifically authorized by the City Council, must be formally approved by the City Council before work may be authorized to begin, and no claim against the City for extra work in furtherance of such change order shall be allowed unless said prior approval has been obtained, notwithstanding any other position, contractual or otherwise.

4. Change orders shall not be artificially distributed or divided so as to bring the amount within the approval level of the City Manager and any such proposed change order shall include within it all logically connected work required to be done at the time of proposal.

S. SERVICES PERFORMED ON CITY PROPERTY

Vendors performing work on City Property are required to:

1. Be properly licensed under existing Federal, State and City laws.
2. Provide "Proof of Insurance" with the City named on the Insurance Certificate as additional insured.
3. Provide proof of Workmen's Compensation insurance. This includes insurance for any sub-contractor being utilized.
4. Obtain all permits required, for the nature of the work prior to the commencement of work. (Fees may be waived if City funds are being used to procure the services.)

T. RECEIVING

1. It is the responsibility of each user department to inspect all goods/services received to determine their conformance with the specifications set forth in the contract.
2. If goods/services are not acceptable, the user department shall contact the Finance Department that the goods or services are not acceptable, and the user department will then proceed to resolve the problem.

U. PROTEST BY VENDORS

1. Bidders or respondents who do not agree with the City's recommendation for award during the formal bidding process shall be afforded the opportunity to protest the recommendation by submitting written notice to the City Manager.

- a. Such notice should be given within five (5) working days after notice of award or of the date the petitioner could reasonably be expected to have known of the City's recommendation.
 - b. Protest shall state the grounds for the protest and the action requested.
 - c. Bids or proposals not meeting the minimum published requirements (including sealed bids received within the specified time and specifications and/or scope of service) are not subject to protest.
2. The City Manager shall prepare and submit written determination either approving or disapproving the petition. The petitioner shall be furnished a copy of the written determination and recommendation.
3. The City Manager may employ any reasonable means to reach the decision on the petition.
4. Decisions of the City Manager may be appealed to City Council by submission to the City Clerk a written request for hearing within five (5) working days from the date of the City Manager's written decision. The written request shall state the grounds for the appeal and the action requested of the City Council.
5. A final decision under section R, by the City Council shall be conclusive and shall represent the position of the City.
6. In the event of a timely protest and/or appeal, the City shall not proceed further with the solicitation or with the award unless the City Manager justifies award in order to protect the public health, welfare or safety of the City.

V. BONDS

1. There are three (3) major types of bonds used by the City in the competitive procurement process. Those bonds, along with their utilization, are summarized below.
 - a. Bid Bonds are used when bid security is required to ensure that the firm or individual awarded a contract will subsequently enter into contract with the City.
 - b. Performance Bonds are used when a guarantee is required to ensure that a firm or individual that has entered into contract with the City will complete the project within the terms of the agreement.
 - c. Payment Bonds for Labor and Material are used to ensure the payment of all indebtedness incurred for labor furnished, materials, equipment or supplies used or consumed in connection with, or in or about, the construction, improvements or repairs.

2. Cashier's Checks, Certified Checks or other security deposits, (i.e. irrevocable letter of credit) may be considered as acceptable to the Finance Director and the City Manager.
3. Bid bonds, when required, are generally written in an amount equal to five (5%) percent of the total amount bid while performance and labor and material payment bonds are normally written in an amount equal to one hundred percent (100%) of the award amount.
4. Bond Requirements:
 - a. Performance and Payment Bonds are required for construction/services when estimated costs are \$100,000 or higher.
 - b. Bid, Performance and Payment Bonds are required for construction/services when estimated costs are \$250,000 or higher.
 - c. The City Manager or his or her designee shall make a determination of bond requirements, in writing, on all projects for construction/services when the estimated costs are less than \$100,000.

W. INSURANCE

1. Certificates of insurance shall be provided by the successful bidder to assure that the City's insurance program will not be called upon to respond to losses from, and that the contractor is financially capable of responding to, claims resulting from the contractor's operations, activities or services for the City. Further, the Contractor agrees to hold harmless and indemnify the City for any claims which may arise as a result of the Contractor's actions.
2. Construction and service contractors shall provide evidence of commercial general liability, property damage, worker's compensation and automobile liability coverage. Limits of coverage may vary based on the scope of work.
3. Professional services and environmental contractors should provide evidence of professional liability, commercial general liability, worker's compensation and automobile liability coverage.
4. The certificate of insurance shall be issued to:

City of Destin
c/o City Clerk's Office
4200 Indian Bayou Trail
Destin, FL 32541
5. The certificate shall evidence thirty (30) day cancellation clause and the inclusion of the City of Destin, Florida, as additional insured.

6. Depending on the services requested, additional, specialty coverages, specific limits of coverage may be required at the discretion of the City Manager. The amounts and types of insurance required will be detailed in the bidding document.

X. FEDERALLY FUNDED PROCUREMENTS

Purchases using Federal Funds (i.e. US Treasury RESTORE, CARES, ARPA, FEMA) must conform to applicable Federal law including 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and comply with all requirements as amended from time to time. Contracts utilizing Federal funds shall include all required Federal contract clauses incorporated and passed through the grant award documents.



Louis Zunguze
City Manager

RESOLUTION 22-10

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA, RELATING TO THE AMENDMENT OF COMPREHENSIVE PURCHASING PROCEDURES; PROVIDING FOR AUTHORITY; PROVIDING FOR DESIGNATION OF PURCHASING AGENT AND SPECIFIC DUTIES; PROVIDING FOR PURCHASING PROCEDURES FOR PURCHASES NOT EXCEEDING \$35,000; PROVIDING FOR PURCHASING PROCEDURES FOR PURCHASES EXCEEDING \$35,000; PROVIDING FOR DIVISION OF PURCHASE LIMITATION; PROVIDING FOR EMERGENCY PURCHASES; PROVIDING FOR FEDERALLY FUNDED PROCUREMENTS; PROVIDING FOR THE ESTABLISHMENT OF A PURCHASING MANUAL; PROVIDING FOR EXEMPTIONS FROM FORMAL BID REQUIREMENTS; PROVIDING FOR EXEMPTION TO RESOLUTION; PROVIDING A NO BID RECEIVED PROCEDURE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin is desirous of amending its comprehensive purchasing thresholds and procedures, which provides for objective criteria used in the City of Destin's purchasing.

WHEREAS, the City of Destin maintains that it is financially prudent to adopt these procedures by resolution due to continuous changes in the economy and growth within the City of Destin whereas the procedures were previously in Resolution 19-07 and 18-05.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA:

SECTION 1. AUTHORITY. The authority for the enactment of this resolution is Chapter 166.021, Florida Statutes, Section 1.01 and Section 3.14 of the City Charter.

SECTION 2. PURCHASING PROCEDURES AMENDED. Purchasing Procedures of the City is hereby amended as follows:

Article 1. Purchasing agent designated; specific duties and authority:

A. Authority

1. The City Charter designates procurement authority in the City Council and City Manager
2. Procurements and contracts are, by default, subject to this Resolution, unless specifically exempted by a vote of the City Council. However, if the City Council identifies an item it wishes to exempt from the Resolution, then any motion shall identify that the procurement shall be exempted because it is necessary to protect the health, safety, and welfare of the Citizens of Destin, which shall be identified in the applicable Resolution. Additionally, if a bidding document is required for the procurement, such as a Request for

Proposals (RFP) or a Request for Bids (RFB) or a Request for Qualifications (RFQ), then the document shall contain detailed instructions of how it will be administered. If the bidding document lacks directions as to any parts of its administration, then the applicable portions of this document shall act as default rules and procedures.

3. Any bid challenges to an exempted procurement shall follow the City's default challenge procedures.

4. Any procurements that are issued as part of any state or local grant programs, will require furnishing of the City's procurements policies as part of the application process or qualification process, shall not be eligible to be exempted from the standard procedures set forth below.

B. Purchasing Agent and Categories

1 The City Manager or City Manager's designee shall be the purchasing agent for the City. All procurements made under this Resolution must only adhere to binding Florida Law, City Law, or Federal Law, and are not to be limited by any rules of any voluntary trade associations or voluntary professional associations (if a certain profession legally mandates membership in a trade or professional association, then the trade or professional association is not voluntary).

2. The City Manager or City Manager's designee shall be responsible for:

i) The purchase of supplies, materials and equipment, and contractual services required by any office, department or agency of the City.

ii) The storage and distribution of all supplies, materials and equipment required by any office, department or agency of the City.

iii) Establishing written specifications, whenever practicable, for supplies, materials and equipment and contractual services required by any office, department or agency of the City. Such specifications to the extent practicable should be definite and certain. Such specifications should be designed to permit full and open competition.

iv) Maintaining, whenever practicable, a perpetual inventory record of all materials, supplies or equipment stored in storerooms or warehouses of the City.

v) Soliciting and maintaining an up-to-date list of qualified vendors who have requested their names to be added to the bidder's invitation list. The purchasing agent shall have authority to remove temporarily the names of vendors who have defaulted on their quotations, attempted to defraud the City or who have failed to meet established specifications or delivery dates.

vi) Obtaining purchases and contractual services in an environment of full and open competition as is practicable.

C. Capital Purchases

Capital assets may be purchased (acquired) or constructed. Capital assets are defined by the City as assets with an initial cost more than the following:

Equipment	\$10,000
Buildings and Improvements	\$10,000

Infrastructure	\$10,000
Improvements – Other	\$10,000
Land	All

Article 2. Purchasing thresholds, categories and procedures:

The purchase process is controlled by three components: (1) dollar amount, (2) approving authority, (3) budgeted status. Dollar Amount categories apply to the total amount to be purchased and/or the total amount to be expended over an initial contract term. Purchase Approval thresholds apply to the established level of approving authority (i.e. Department Head, Finance Director, City Manager or City Council). Budgeted status applies to items that have been budgeted or have an approved purchase order.

An encumbrance (Purchase Requisition/PO) will be required for purchases over \$5,000 if provision of goods or services will be provided in more than 30 days.

Pursuant to Florida Statute 166.241(2) the adopted budget must regulate expenditures of the municipality and an officer of a municipal government may not expend or contract for expenditures in any fiscal year except pursuant to the adopted budget.

Unless otherwise provided by Florida Law or other provisions of the Code or waived as provided in City Law, all purchases by the City of commodities, contractual services and construction services shall be processed and approved in accordance with the following procurement thresholds:

Specific items in the adopted budget may be approved by the City Manager if less than \$35,000

Budgeted Items			
Level	Dollar Threshold	Procedure	Authority to Approve
Level One	Individual item and/or total purchase up to \$1,000	A quote via telephone, internet or in person is suggested. City's purchasing card should be used when possible.	Department Director
Level Two	Individual item and/or total purchase \$1,001 to \$5,000	Two written quotes indicating vendor, contact info, price. May include quotes from internet research.	Department Director and Finance Director
Level Three	Individual item and/or total purchase \$5,001 to \$35,000	Three written quotes with PO documentation.	Department Director, Finance Director and City Manager
Level Four	Individual item and/or total purchase over \$35,000	Formal bid solicitation in form of Request for Proposals (RFP) or Request for Bids (RFB) or piggy-back upon state contract or Request for Qualifications (RFQ) as per F.S. 287.055. Resulting contract must be encumbered.	Department Director, Finance Director, City Manager and City Council

The City Manager may approve non-budgeted items, not to exceed \$25,000, without Council approval.

Non-Budgeted items

Level	Dollar Threshold	Procedure	Authority to Approve
Level One	Individual item and/or total purchase up to \$1,000	A quote via telephone, internet or in person is suggested. City's purchasing card should be used when possible.	Department Director
Level Two	Individual item and/or total purchase \$1,001 to \$5,000	Two written quotes indicating vendor, contact info, price. May include quotes from internet research.	Department Director and Finance Director
Level Three	Individual item and/or total purchase \$5,001 to \$25,000	Three written quotes with PO documentation.	Department Director, Finance Director and City Manager
Level Four	Individual item and/or total purchase of \$25,001 to \$35,000	Three written quotes with PO documentation and City Council approval.	Department Director, Finance Director, City Manager and City Council
Level Five	Individual item and/or total purchase over \$35,001	Formal bid solicitation in form of Request for Proposals (RFP) or Request for Bids (RFB) or piggy-back upon state contract or Request for Qualifications (RFQ) as per F.S. 287.055. Resulting contract must be encumbered.	Department Director, Finance Director, City Manager and City Council

Article 3. Division of purchases limitation:

No contract or purchase shall be subdivided to avoid the purchasing requirements of Articles 2 of this Resolution.

Article 4. Emergency purchases:

1. Natural Disasters. If the State of Florida or the City declares a state or civil emergency, all normal purchasing procedures, and requirements, as set forth herein shall be suspended and the following procedures shall apply:

A. The City Manager or City Manager's designee shall be empowered to secure any needed emergency supplies, materials and equipment, or contractual services using the most efficient and effective procurement methods as in the best interest of the City. If the cost of any purchase exceeds the current formal bid threshold, a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

B. With the approval of the City Manager, the head of any department may purchase any needed emergency supplies, materials and equipment, or contractual services, using the most effective procurement method, as determined by the department head, who made the emergency purchase necessary. If the cost of any purchase exceeds the budgeted or non-budgeted dollar threshold, a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

C. The City Manager may request other governmental entities to purchase for the City any needed emergency supplies, materials and equipment, or contractual services or the City may purchase from another governmental entity any needed emergency supplies, materials and equipment, or contractual services such governmental entity has available. If the cost of any purchase exceeds the budgeted or non-budgeted dollar threshold a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

2. All other emergencies. In the event of an emergency, which is not declared a state or civil emergency, such as an equipment failure, catastrophic damage to city property, or other similar unexpected event, all normal purchasing and requirements directly related to such emergency shall be suspended and with the approval of the City Manager, the head of any department may purchase any required emergency supplies, materials and equipment, or contractual services. The head of such department shall send to the City Manager a copy of the delivery record, if applicable, together with a full written report of the circumstances of the emergency. If the cost exceeds the budgeted or non-budgeted dollar threshold, a full report of each such purchase shall be made to the City Council at the earliest available City Council meeting.

Article 5. Federally Funded Procurement Rules:

Purchases using Federal Funds (i.e. FEMA, US Treasury RESTORE, CARES, ARPA) must conform to applicable Federal law, including: 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” and comply with all requirements as amended from time to time. Contracts utilizing Federal funds shall include all required Federal contract clauses.

Article 6. Purchasing Manual:

For the purposes of clarifying operating instructions, the City Manager shall have the authority to establish and amend from time to time, a Purchasing Manual, the contents of which shall be consistent with this Resolution.

Article 7. Exemptions to Bid Requirements:

The following situations are exempt from formal competitive bid requirements of Article 2, except that the City Council shall approve all purchases and contracts for supplies, materials, equipment, or contractual services exceeding the budgeted or non-budgeted dollar threshold:

1. Professional Services: Contracts for professional services involving professions defined in F. S. 287.055 Consultants’ Competitive Negotiation Act are not subject to competitive bidding. A written contract or engagement letter in each instance shall be required. A request for qualifications (RFQ) is highly recommended.

2. Sole-Source Supplies: Sole source supplies, available from only one source, such as unique, patented, or franchised supplies are exempt but must be memorialized in memo format approved by the City Manager.

3. Bids and contracts from other entities: Where the City Council finds that it is in the best interest of the City to use formal written contracts or competitive bids of other governmental entities (aka “piggy-backing”).

4. Cooperative Purchasing: Orders or contracts for supplies, materials, services and equipment that are cooperative purchases with other units of government, when, in the discretion of the City Manager, the best interests of the City would be better served thereby.

5. State Contract: Orders or contracts for supplies, materials and equipment which are the subject of contracts with the State of Florida, as set forth in Section 287 of the Florida Statutes, as amended from time to time, or with the United States Government, in the discretion of the City Manager (also known as “piggy-backing”).

6. Computer Equipment and Peripherals: Orders or contracts for personal computers, printers, associated parts, and software and communications services. All purchasing of IT hardware and software must be approved by the IT director or his designee prior to purchasing to ensure uniformity throughout the City.

7. Unique Circumstances: Under unique circumstances in which the City Manager and/or the City Council finds that compliance with the purchasing procedures will harm or prejudice the City.

Article 8. Exemption to Purchasing Resolution:

The following situations are exempt from this purchasing resolution and are within the approval authority of the City Manager or City Manager’s designee:

1. Emergency Purchases: As defined in Article 4 above.
2. Seminar registrations and professional membership dues, fees, and publications.
3. Purchase of local utility services, which services are considered a sole source supplier.
4. Purchase of print and electronic media for the Library.
5. Postage expenses, when billed by a vendor at the currently prevailing rates established by the U.S. Postal Service.
6. Advertising.

Article 9. No Bid Received Procedure:

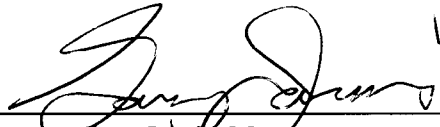
Where no bid has been received after publication of a bid/proposal, the City Manager is authorized to solicit products or services or seek other alternatives for purchasing, such as cooperative purchasing agreements.

Section 3. SEVERABILITY. Each separate provision of this resolution is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid all other provisions thereof shall remain valid and enforceable.

Section 4. EFFECTIVE DATE. This resolution shall take effect upon its adoption by Council and signature of the Mayor.

ADOPTED THIS 7TH DAY OF NOVEMBER 2022

By:



Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney.



Rey Bailey, City Clerk



Kyle Bauman, City Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2024

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 6.I.

TO: City Council

THRU: Larry Jones , Interim City Manager

FROM: Kimberly Kopp, City Attorney

DATE: November 15, 2024

SUBJECT: 1) *Destin Fishing Fleet , Inc., v. City of Destin; 2019-CA-002599-F:*
Engagement of Expert Witness

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: The City Attorney recommends engagement of Fisher Planning and Development Services for use as an expert witness in the referenced litigation, as presented.

IV. RECOMMENDED MOTION:

Attachments:

1. Expert Witness_Fisher



April Fisher, AICP

PRESIDENT

407.494.8789

fisherpds@outlook.com

September 09, 2024

Kim Kopp, P.A.
City Attorney
Destin City Hall Annex
4100 Indian Bayou Trail
Destin, FL 32541

Ms. Kopp:

This is a letter of engagement through my consulting firm, Fisher Planning and Development Services (Fisher PDS), to provide Land Use Expert Services to the City of Destin.

Land Use Expert Services:

• **Case Review and Expert Opinion Report – \$195 per hour**

This task includes review and analysis of all documents and records associated with the case as provided by the City of Destin and/or obtained from applicable local government public records and documents such as executed leases, plat recordings, development orders/agreements, meeting minutes, comprehensive plan policies and the land development code. This work effort will also include phone or virtual meetings with City of Destin representatives.

Face-to-face meetings under this task will be charged door-to-door. If travel is required, all expenses will be billed including roundtrip airfare at an economy rate, ground transportation and/or parking and mileage expenses, hotel, and a per diem of \$75 per day for meals. If overnight stay is required, only time Ms. Fisher is traveling for the case and working on the case will be billed.

Following review and analysis of the case from a land use and entitlement perspective, Ms. Fisher will provide an expert opinion for use by the City of Destin.

• **Expert Witness Deposition- \$250 per hour**

This task includes attending and providing land use expert witness testimony at deposition(s) scheduled for the case. This fee is calculated door-to-door when in-person depositions are required. If travel is required, all expenses will be billed including roundtrip airfare at an economy rate, ground transportation and/or parking and mileage expenses, hotel, and a per diem of \$75 per day for meals. If overnight stay is required, only time Ms. Fisher is traveling for the case and working on the case will be billed.

- **Expert Witness Trial Testimony-**

\$250 per hour

This task includes attending and providing land use expert witness trial testimony. This fee is calculated door-to-door when in-person trial testimony is required. If travel is required, all expenses will be billed including roundtrip airfare at an economy rate, ground transportation and/or mileage expenses, hotel, and a per diem of \$75 per day for meals. If overnight stay is required, only time Ms. Fisher is traveling for the case and working on the case will be billed.

Payment Process and Commencement of Engagement:

All fees, charges, and rates will remain in effect for a period of one year from the date of engagement (defined as the date this letter of engagement is signed by both parties below) but are subject to change if called to testify at deposition or trial or hearing beyond one year.

Please make checks payable to Fisher Planning and Development Services, Inc. The Federal Tax ID # is 47-4182445.

By signing below, April Fisher through Fisher PDS agrees to perform the Land Use Expert Services as identified above and through the commencement process above. Fisher PDS will invoice monthly. By signing below, the City of Destin agrees to the terms above and agrees to compensate Fisher PDS as detailed herein, with payment due within 21 days of invoicing.

April Fisher, President, Fisher PDS

Date

City of Destin (will modify accordingly)

Date