

**REGULAR MEETING
DESTIN CITY COUNCIL
SEPTEMBER 16, 2019
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month - Respect*****

CALL TO ORDER

INVOCATION (Reverend Logan Landes of Grace Lutheran Church)

PLEDGE OF ALLEGIANCE

SPECIAL PUBLIC HEARINGS FOR FISCAL YEAR 2020 MILLAGE RATE AND BUDGET:

- A. Second reading of Ordinance 19-21-CN - Adopting Fiscal Year 2020 Millage Rate
- B. Second reading of Ordinance 19-22-CN - Adopting the Fiscal year 2020 Budget

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

1. APPROVAL OF MINUTES

- A. Approval of minutes of July 15, 2019 Regular City Council Meeting

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

- A. TDC Taxing District - Okaloosa County Administrator John Hofstad, Commissioner Kelly Windes and Attorney Greg Stewart

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

(Note: Individual speakers will be limited to 3 minutes. At the discretion of the Mayor, this 3 minute allowance may be adjusted depending on the level of business coming before the City Council)

4. CITY MANAGER REPORTS

- A. Resolution 19-16 Fund Balance Policy
- B. Proposed Settlement Agreements in Bert Harris Cases Relating to Short-Term Rentals at 84 and 86 Hutchinson Street
- C. DO 93-29 Destiny PUD Minor Change Order
- D. Resolution 19-21 Cost Sharing for the Harbor Carrying Capacity Study
- E. Extension of Livery Vessel Moratorium
- F. Announcements:
 - 1. Capt. Royal Melvin Heritage Park & Clement Taylor Park funding status update.
 - 2. October 7th CRA Board meeting at 5:45pm to adopt the CRA budgets.

5. PUBLIC HEARINGS

6. *CONSENT AGENDA (No public comments)

- A. Animal Control Services Contracts; Resolutions 19-12, 19-13, 19-14
- B. Resolution 19-18: Request FDOT for temporary closing of US Hwy 98 for the December 14, 2019 Destin Christmas Parade.
- C. Request for approval of one (1) 8' x 41' dock for a single-family residence located at 821 Cross Street
- D. Resolution 19-17: Renewal of Exclusive Concessions Agreement Between the City of Destin and Greek's Catering and Events, Inc.
- E. Parking Improvements - Gulf Shore Drive
- F. 2019 Destin Seafood Festival Co-Sponsorship
- G. Resolution 19-19: Renewal of the Exclusive Contract Agreement between the City of Destin and Pyro Shows, Inc. for the Destin Independence Day Fireworks on July 4, 2020.
- H. Approval of selected vendors for Engineering Consulting Services for the City of Destin
- I. Authorization to renew FDOT Right-of-Way Maintenance Agreement with Ferrovial Services Infrastructure, Inc.
- J. Update: Municipal Software Project
- K. Membership Appointment - Destin Youth Council

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

- A. Councilmember Braden
- B. Councilmember Ramswell
- C. Councilmember Menchel
 - 1. No fly zone for drones
- D. Councilmember Overdier
- E. Councilmember Marler
- F. Councilmember Destin
- G. Councilmember Morgan
- H. Mayor Gary Jarvis
- I. Land Use Attorney
 - 1. Monthly TRC Update
 - 2. Recommendation of Harbor Advisory Board to Circulate Letter to Harbor-front Property Owners Regarding Code Compliance
- J. City Attorney

8. PUBLIC COMMENTS

ADJOURNMENT

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

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

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

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

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

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

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

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

All regularly scheduled city council meetings will be streamed live via the city's YouTube channel, www.youtube.com/CityofDestin. Past council meetings can also be viewed here.

Please visit our agenda center on the city website at www.cityofdestin.com/agendas

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 16, 2019

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Bragg Farmer, Finance Director

DATE: September 6, 2019

SUBJECT: Second reading of Ordinance 19-21-CN - Adopting Fiscal Year 2020 Millage Rate

I. BACKGROUND: Pursuant to Florida Statutes, Chapter 200, and the City Charter, Section 3.13, staff is presenting Ordinance 19-21-CN for adoption of the FY2020 millage rate.

II. DISCUSSION: The proposed Fiscal Year 2020 operating millage rate for the City of Destin is 1.6150 mills, which is more than the roll back rate of 1.5447 mills by 4.35%. The proposed millage rate is the same as the rate in FY2019.

A. Link to Strategic Goals / Objectives: III.A.2. Develop sustainable Operating & Capital budget ensuring the City is managed in a fiscally sound manner and complies with legislative mandates.

B. Effect on Budget (EOB): The ordinance provides required FY2020 General Fund budget revenue of \$7,777,693, Towncenter CRA revenue of \$257,304, and Harbor CRA revenue of \$319,174. The City ad valorem revenue is budgeted at 96% of the calculated amount and the CRA's are budgeted at 95% of the calculated amount.

C. Level of Service (LOS): Provides funding for City General Fund, Towncenter CRA, and Harbor CRA operations and maintenance in FY2020.

III. CONCLUSION: Adopting Ordinance 19-21-CN provides for the FY2020 General Fund Ad Valorem revenues of the City, Towncenter CRA, and Harbor

CRA. This is the same as the millage rate for FY2019.

IV. RECOMMENDED MOTION: I move that Council adopt Ordinance 19-21-CN on second reading adopting the FY2020 millage rate of 1.6150 mills which is more than the rollback rate of 1.5447 mills.

Attachments:

1. 19-21-CN - FY-20 Millage Rate

ORDINANCE 19-21-CN

AN ORDINANCE OF THE CITY OF DESTIN OF OKALOOSA COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF DESTIN FOR FISCAL YEAR 2020; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin of Okaloosa County, Florida, will adopt Fiscal Year 2020 Final Millage Rate following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Destin of Okaloosa County, Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of Destin has been certified by the Okaloosa County Property Appraiser to the City of Destin as \$5,392,311,107.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA:

1. The FY 2020 operating millage rate for the City of Destin is 1.6150 mills which is more than the rolled back rate of 1.5447 mills by 4.35%.
2. This ordinance shall take effect immediately upon approval by Council and the signature of the Mayor.

ADOPTED THIS 16th DAY OF SEPTEMBER 2019.

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

First Reading: September 04, 2019
Second Reading: September 16, 2019

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 16, 2019

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Bragg Farmer, Finance Director

DATE: September 6, 2019

SUBJECT: Second reading of Ordinance 19-22-CN - Adopting the Fiscal year 2020 Budget

I. BACKGROUND: Pursuant to Florida Statutes, Chapter 200, and the City Charter, Section 3.13, staff is presenting Ordinance 19-22-CN for adoption of the Fiscal Year 2020 Budget.

II. DISCUSSION: The City of Destin FY2020 budget totals \$18,534,629 for all funds, and includes the following:

General Fund \$ 13,779,750
Capital Improvement Fund (CIP) \$ 1,679,617
Renewal & Replacement \$ 140,000
Debt Service \$ 535,578

Total General Fund \$ 16,134,945

Town Center CRA Fund \$ 833,595
Harbor CRA Fund \$ 687,226
Debt Service Fund \$ 556,827
Impact Fee Fund \$ 322,036

Total Other Funds \$ 2,399,684

Total All Funds \$ 18,534,629

The only change to the final budget is the addition of \$8,500 for a pool

scoreboard at the Emerald Coast Fitness Center using the City Fund Balance.

A. **Link to Strategic Goals / Objectives:** III.A.2. Develop sustainable Operating & Capital budgets ensuring the City is managed in a fiscally sound manner and complies with legislative mandates.

B. **Effect on Budget (EOB):** Provides the required budget for FY2020 in the total amount of \$18,534,629.

C. **Level of Service (LOS):** Provides funding for operations, maintenance, and debt service of the City in FY2020.

III. **CONCLUSION:** Adopting Ordinance 19-22-CN provides for the annual budget for City operations and capital improvements.

IV. **RECOMMENDED MOTION:** I move that Council adopt Ordinance 19-22-CN on second reading to provide for a balanced budget for FY 2020.

Attachments:

1. 19-22-CN - FY2020 Budget
2. FY2020 Budget Document (1)

ORDINANCE 19-22-CN

AN ORDINANCE OF THE CITY OF DESTIN MAKING APPROPRIATIONS FOR CERTAIN EXPENDITURES, EXPENSES, CAPITAL IMPROVEMENTS AND CERTAIN INDEBTEDNESS OF THE CITY OF DESTIN, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin is coming to the end of its fiscal year and will begin a new fiscal year on October 1, 2019; and

WHEREAS, it is necessary and required that prior to beginning a new fiscal year a budget should be passed and adopted for the operation of the City government; and

WHEREAS, the City Council has held workshops and the required public hearings on a budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020; and

WHEREAS, there is established a tax at the rate of 1.6150 mils on property assessed as of January 1, 2019 for the purpose of raising revenue for General Fund Operations.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA:

1. That the document entitled "City of Destin 2020 Budget" totals \$18,534,629 for all funds reported, a copy which is attached hereto and made a part hereof by reference, is adopted.
2. This budget represents a 0.4% increase from the FY2019 budget.
3. The budget is being presented as a balanced budget whereby there are sufficient revenues to offset all expenditures.
4. All budget appropriations are based upon the total expenditures even though the budget has been prepared based on line item appropriations.
5. Appropriations may be transferred within departmental budgets by a budget transfer with the approval of the City Manager. This action will not change the total dollar amount of the budget.
6. The City Council during Fiscal Year 2019 may, by Resolution, make any amendments to the Budget adopted by this Ordinance, as it may deem necessary and proper.
7. All Budget Amendments requesting additional expenditures must also identify the corresponding funding source.
8. Projects that were not completed during FY2019 will be carried forward and shown as an amendment to the FY2020 budget as adopted by this ordinance.
9. This ordinance shall become effective on October 1, 2019.

ADOPTED THIS 16th DAY OF SEPTEMBER 2019.

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.

First Reading: September 04, 2019

Second Reading: September 16, 2019

City of Destin
General Fund Budget Comparison
FY 2020

Account	Number	Uniform Accounting Category	Monitor	2018 Actual	2019 Revised	2019 Approved	2020 Proposed	Difference	% Change
Legislative - City Council Operations									
0151110	CC-01-20	Legislative (City Council)	Bailey	\$89,139	\$108,675	\$108,675	\$115,816	\$7,141	6.57%
Executive - City Manager's Office									
0151212	CM-01-20	Executive (City Manager)	Johnson	\$478,412	\$528,620	\$528,620	\$604,558	\$75,938	14.37%
0151430	LS-01-20	Legal Counsel (Legal Services)	Johnson	\$371,819	\$407,200	\$407,200	\$400,000	(\$7,200)	-1.77%
0152140	PST-01-20	Public Safety (Crossing Guard/Sheriff)	Johnson	\$2,080,030	\$2,272,057	\$2,272,057	\$2,441,882	\$169,825	7.47%
0155271	TE-01-20	Eco.Dev. (Tounsm & E Dev)	Johnson	\$13,209	\$13,500	\$13,500	\$13,500	\$0	0.00%
0156272	HS-01-20	Human Services (Health Services)	Johnson	\$55,220	\$62,020	\$62,020	\$77,020	\$15,000	24.19%
0156473	HU-01-20	Human Services (Human Services)	Johnson	\$0	\$0	\$0	\$0	(\$0)	-100.00%
0151932	IT-01-20	Fin. & Adm. (IT & Communications)	Warren	\$569,405	\$560,311	\$527,513	\$777,605	\$250,092	47.41%
0151321	HR-01-20	Fin. & Adm. (HR & Risk Mgmt)	Jankowski	\$375,022	\$434,384	\$434,384	\$494,078	\$59,694	13.74%
0152543	EM-01-20	Public Safety (Emergency Mgmt Ops)	Warren	\$408	\$12,025	\$12,025	\$19,550	\$7,525	62.58%
0153943	GF-01-20	Severe Weather Related Expenses	Warren	\$0	\$0	\$0	\$0	\$0	0.00%
City Clerk's Office									
0151215	CLK-01-20	Executive (City Clerk Operations)	Bailey	\$210,580	\$220,247	\$220,247	\$232,757	\$12,510	5.68%
0151322	AS-01-20	Fin. & Adm. (Admin Services)	Bailey	\$87,145	\$104,100	\$104,100	\$133,850	\$29,750	28.58%
Finance Office									
0151320	FIN-01-20	Fin. & Adm. (Ops)	Farmer	\$279,677	\$296,634	\$296,634	\$305,543	\$8,909	3.00%
Planning & Development									
0151531	CD-01-20	Comprehensive Planning (Comm Dev Ops)	Zunguze	\$576,036	\$622,851	\$581,155	\$1,147,504	\$566,349	97.45%
0152441	BLD-01-20	Public Safety (Bld Inspections Ops)	Bell	\$428,901	\$435,556	\$435,556	\$528,904	\$93,348	21.43%
0152442	CE-01-20	Public Safety (Code Enforcement Ops)	Forgione	\$294,171	\$362,376	\$362,376	\$455,473	\$93,097	25.69%
0153951	PE-01-20	Phys.Env. (Physical Envirn Ops)	Burgess	\$9,709	\$31,350	\$31,350	\$28,350	(\$3,000)	-9.57%
0154970	HM-01-20	Transportation (Harbor Mgmt Ops)	Zunguze	\$0	\$0	\$0	\$0	\$0	0.00%
Transportation & Public Works									
0154160	PS-01-20	Transportation (Public Services Ops)	Burgess	\$1,521,534	\$1,927,655	\$1,927,655	\$2,093,664	\$166,009	8.61%
0151324	FM-01-20	Fin. & Admin. (Facilities Maint Ops)	Burgess	\$362,367	\$367,920	\$367,920	\$353,761	(\$14,159)	-3.85%
0153950	CT-01-20	Phys.Env. (Cemetery Maint Ops)	Firth	\$7,457	\$21,060	\$21,060	\$20,560	(\$500)	-2.37%
0157283	PK-01-20	Culture & Rec. (Parks Maint Ops)	Firth	\$391,313	\$516,982	\$516,982	\$478,961	(\$38,021)	-7.35%
0154183	MM-01-20	Median Maintenance (Parks Median Maint)	Burgess	\$118,475	\$197,344	\$182,437	\$182,437	\$0	0.00%
0154400	TS-01-20	Transportation (Transit System)	Johnson	\$0	\$0	\$0	\$0	\$0	0.00%
0151763	VL-01-20	Vehicle Lease Debt Service (Sweeper)	Farmer	\$25,796	\$25,797	\$25,797	\$0	(\$25,797)	-100.00%
0151764	VL-01-20	Vehicle Lease Debt Service (Mower)	Farmer	\$36,058	\$77,567	\$77,567	\$77,567	\$0	0.00%
0154161	ENG-01-20	Transportation (Eng Office Operations)	Burgess	\$40,152	\$42,075	\$42,075	\$180,400	\$138,325	328.76%
Culture and Recreation									
0157180	LIB-01-20	Culture & Rec. (Library Operations)	Livingston	\$457,774	\$612,524	\$612,524	\$513,271	(\$99,253)	-16.20%
0157233	REC-01-20	Culture & Rec. (Leonard Destin Park)	Firth	\$0	\$41,726	\$41,726	\$83,236	\$41,510	99.48%
0157284	SC-01-20	Culture & Rec. (Morgan Sports Center)	Firth	\$459,226	\$755,826	\$741,948	\$626,538	(\$115,410)	-15.55%
0157285	REC-01-20	Culture & Rec. (Recreation Operations)	Firth	\$255,843	\$369,446	\$307,656	\$268,840	(\$38,816)	-12.62%
0157291	BCH-01-20	Culture & Rec. (Beach Operations)	Firth	\$306,455	\$458,461	\$458,461	\$459,000	\$539	0.12%
0157587	CN-01-20	Culture & Rec. (Community Center Ops)	Firth	\$449,947	\$712,880	\$706,598	\$677,542	(\$29,056)	-4.11%
0157486	SE-01-20	Special Events (Special Annual Activities)	Firth	\$32,637	\$57,150	\$57,150	\$56,650	(\$500)	-0.87%
		TOTAL OPS & MAINT EXPENSES:		\$10,383,917	\$12,656,319	\$12,484,968	\$13,848,817	\$1,363,849	10.92%
0151720	DS-01-20	Debt Service - GF 2015A	Farmer	\$457,153	\$458,211	\$458,211	\$458,011	(\$200)	-0.04%
		TOTAL GENERAL FUND REVENUES:		\$14,047,971	\$13,220,612	\$13,210,612	\$14,603,915	\$1,393,303	10.55%
		NET EXCESS for General Fund CIP & RR GRANT, PARTNERSHIP, IMPACT Rev		\$3,206,901	\$106,082	\$267,433	\$297,087	\$29,654	11.09%
				\$1,648,569	\$3,255,653	\$3,265,653	\$1,922,926	(\$1,342,727)	-41.12%
0158188	GF-01-20	Gas Tax Transfer Out to MYF	Farmer	\$699,009	\$703,000	\$703,000	\$714,617	\$11,617	1.65%
0158188	GF-01-20	Advance to the Towncenter CRA	Farmer	\$130,015	\$69,185	\$69,185	\$0	(\$69,185)	-100.00%
0158090	GF-01-20	Renewal & Replacement (GF)	Farmer	\$60,000	\$60,000	\$60,000	\$60,000	\$0	0.00%
		Dredging @ East Pass/Joe's Bayou	Farmer	\$80,000	\$30,000	\$30,000	\$80,000	\$50,000	166.67%
		Capital Improvement Plan (GF)	Farmer	\$375,000	\$272,500	\$272,500	\$0	(\$272,500)	-100.00%
		Capital Impr. Plan Grants, Partnership, Impact	Farmer	\$42,000	\$2,398,401	\$2,398,401	\$557,200	(\$1,841,201)	-76.77%
		1/2 Sales Tax	Farmer	\$0	\$0	\$0	\$808,196	\$808,196	100.00%
		GF Operations Plus R&R Plus Capital		\$11,486,085	\$13,546,215	\$13,374,864	\$15,255,024		
		Variance from Projected Revenue		\$3,469,446	(\$171,351)	(\$0)	(\$0)		
as of 08/22/2019				22.10%	-1.04%	0.00%	0.00%		

City of Destin, Florida

2020 Capital Improvements Program by Function

		2020 FUNDING SOURCE									
CIP#	Title/Description	FY20 Request	Total FY20	General Fund	Gas Tax	Impact Fees	1/2 Cent Sales Tax	Grant / Partnership	Multi-Modal	CRA	Carryover
TRANSPORTATION & PEDESTRIAN FACILITIES											
PW612	Citywide Streets Resurfacing & Reconstruction - Beach Drive/Resurfacing	\$ 600,000	\$ 600,000		\$ 600,000						
PW612	Citywide Streets Resurfacing & Reconstruction - Other Streets/Resurfacing	\$ 114,617	\$ 114,617		\$ 114,617						
TR618	Zerbe-Calhoun Pedestrian Pathway Phase I Construction	\$ 750,000	\$ 750,000			\$ 150,000	\$ 350,000		\$ 250,000		
TR618	Zerbe-Calhoun Pedestrian Pathway Phase II (under Marler Bridge) Design	\$ 102,036	\$ 150,000			\$ 2,036	\$ 100,000				\$ 47,964
TR619	Sibert-Zerbe Parking Lot Consolidation	\$ 75,000	\$ 75,000			\$ 75,000					
		\$ -	\$ -								
	SUBTOTAL TRANSPORTATION:	\$ 1,641,653	\$ 1,689,617	\$ -	\$ 714,617	\$ 152,036	\$ 525,000	\$ -	\$ 250,000	\$ -	\$ 47,964
MUNICIPAL GOVERNMENT											
		\$ -	\$ -								
	SUBTOTAL MUNICIPAL GOVERNMENT:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COMMUNITY REDEVELOPMENT AREAS											
	SUBTOTAL COMMUNITY REDEVELOPMENT AREAS:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RECREATION											
RC126	Buck Destin Basketball Replacement	\$ 35,000	\$ 35,000			\$ 35,000					
RC616	Destin Sports Complex Running Track Replacement	\$ 50,000	\$ 50,000			\$ 50,000					
	SUBTOTAL RECREATION:	\$ 85,000	\$ 85,000	\$ -	\$ -	\$ 85,000	\$ -	\$ -	\$ -	\$ -	\$ -
PHYSICAL ENVIRONMENT											
SW51L	Gulf Enviro. Benefit SW Outfall Project - Cross St.; Calhoun Ave @ Hickory St.	\$ 563,589	\$ 563,589					\$ 563,589			
SW54	Other Stormwater Improvements	\$ 120,000	\$ 120,000				\$ 120,000				
SW54	Quail Run Flood Abatement	\$ 85,000	\$ 85,000			\$ 85,000					
	SUBTOTAL PHYSICAL ENVIRONMENT:	\$ 768,589	\$ 768,589	\$ -	\$ -	\$ 85,000	\$ 120,000	\$ 563,589	\$ -	\$ -	\$ -
	TOTAL ALL CATEGORIES:	\$ 2,495,242	\$ 2,543,206	\$ -	\$ 714,617	\$ 322,036	\$ 645,000	\$ 563,589	\$ 250,000	\$ -	\$ 47,964

TABLE 1

TOWN CENTER - COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA
TAX PRO FORMA

October 1, 2019

Year ¹	Annual Tax Base ²	Annual Rate of Growth in Tax Base ³	Increment above Base Year	Increment ⁴ on Tax Revenue	Billed on Tax Revenue	Available on Tax Revenue	Interest Earnings/ (Expense) ⁵	Miscellaneous Grants/Rev.	Total Available Funds	Operating Expenses ⁷	Capital Outlay ⁸	Funds Available for Debt Service ⁹	Debt Service ¹⁰	Net Funds after Debt Service	Cumulative Net Funds after Debt Service	Bank Balance Year End	7100026662 Sept. 30, Year End	7100048801 Working Capital Reserve
1998	\$ 94,996,840	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -
1999	\$ 99,168,676	4.4%	\$ 4,171,836	\$ 25,353	\$ 25,353	\$ 21,505	\$ 758	\$ -	\$ 22,263	\$ 7,146	\$ -	\$ 15,117	\$ -	\$ 98,700	\$ 118,700	\$ -	\$ -	\$ -
2000	\$ 102,391,141	3.2%	\$ 7,394,301	\$ 44,729	\$ 44,729	\$ 26,635	\$ 1,293	\$ -	\$ 27,022	\$ 10,631	\$ -	\$ 15,117	\$ -	\$ 15,117	\$ 133,817	\$ -	\$ -	\$ -
2001	\$ 124,341,313	21.4%	\$ 29,344,473	\$ 177,839	\$ 177,839	\$ 109,173	\$ 1,550	\$ -	\$ 179,299	\$ 68,547	\$ -	\$ 42,176	\$ -	\$ 17,298	\$ 151,115	\$ -	\$ -	\$ -
2002	\$ 133,138,133	7.1%	\$ 38,141,293	\$ 477,839	\$ 477,839	\$ 219,217	\$ 2,235	\$ -	\$ 221,452	\$ 83,343	\$ -	\$ 138,109	\$ -	\$ 42,176	\$ 193,291	\$ -	\$ -	\$ -
2003	\$ 145,362,800	9.2%	\$ 50,365,960	\$ 233,634	\$ 233,634	\$ 219,217	\$ 2,235	\$ -	\$ 221,452	\$ 83,343	\$ -	\$ 138,109	\$ -	\$ 42,176	\$ 193,291	\$ -	\$ -	\$ -
2004	\$ 167,388,371	15.2%	\$ 127,391,531	\$ 304,714	\$ 304,714	\$ 316,588	\$ 3,684	\$ -	\$ 320,272	\$ 96,837	\$ 13,014	\$ 210,421	\$ -	\$ 210,421	\$ 541,821	\$ -	\$ -	\$ -
2005	\$ 223,653,542	33.61%	\$ 128,656,702	\$ 437,969	\$ 437,969	\$ 420,151	\$ 19,321	\$ -	\$ 439,473	\$ 170,260	\$ 164,104	\$ 105,108	\$ -	\$ 105,108	\$ 646,929	\$ -	\$ -	\$ -
2006	\$ 331,824,150	48.37%	\$ 236,827,310	\$ 778,373	\$ 778,373	\$ 739,454	\$ 43,537	\$ -	\$ 783,091	\$ 83,614	\$ 194,937	\$ 504,540	\$ -	\$ 504,540	\$ 1,151,469	\$ -	\$ -	\$ -
2007	\$ 342,170,900	3.12%	\$ 247,174,060	\$ 1,136,605	\$ 1,136,605	\$ 1,133,377	\$ 95,723	\$ 430,639	\$ 1,659,739	\$ 112,826	\$ 453,926	\$ 1,092,987	\$ -	\$ 1,092,987	\$ 2,244,456	\$ -	\$ -	\$ -
2008	\$ 305,865,087	-10.61%	\$ 210,968,247	\$ 1,186,262	\$ 1,186,262	\$ 1,126,949	\$ 60,993	\$ 2,818,825	\$ 4,006,767	\$ 288,182	\$ 4,553,207	\$ 1,734,822	\$ 787,530	\$ (1,592,152)	\$ 722,304	\$ 836,107	\$ 836,107	\$ 408,051
2009	\$ 271,182,544	-11.34%	\$ 176,185,704	\$ 1,002,573	\$ 1,002,573	\$ 952,445	\$ 32,200	\$ 755,753	\$ 1,740,398	\$ 65,024	\$ 215,416	\$ 1,459,958	\$ 870,233	\$ 589,725	\$ 1,312,029	\$ 904,070	\$ 904,070	\$ 416,526
2010	\$ 235,383,015	-13.20%	\$ 140,386,175	\$ 835,984	\$ 835,984	\$ 815,839	\$ 17,963	\$ 141,713	\$ 975,516	\$ 67,335	\$ -	\$ 908,181	\$ 1,083,030	\$ (174,849)	\$ 1,137,180	\$ 722,094	\$ 722,094	\$ 420,291
2011	\$ 228,586,334	-2.89%	\$ 133,589,494	\$ 692,216	\$ 692,216	\$ 638,028	\$ 9,433	\$ -	\$ 647,461	\$ 61,515	\$ -	\$ 584,947	\$ 1,269,155	\$ (683,208)	\$ 453,972	\$ 33,680	\$ 33,680	\$ 424,054
2012	\$ 194,779,186	-14.79%	\$ 99,782,346	\$ 658,703	\$ 658,703	\$ 602,175	\$ 4,724	\$ -	\$ 606,899	\$ 62,773	\$ -	\$ 544,126	\$ 1,327,905	\$ (783,779)	\$ (329,807)	\$ 5,642	\$ 5,642	\$ 350,207
2013	\$ 196,019,068	0.64%	\$ 101,022,228	\$ 492,007	\$ 492,007	\$ 449,784	\$ 421	\$ 282,492	\$ 732,697	\$ 63,076	\$ -	\$ 669,621	\$ 1,327,193	\$ (657,572)	\$ (1,835,072)	\$ 30,238	\$ 30,238	\$ -
2014	\$ 201,762,143	2.93%	\$ 106,765,303	\$ 498,120	\$ 498,120	\$ 394,045	\$ 330	\$ -	\$ 504,748	\$ 59,654	\$ -	\$ 445,094	\$ 434,322	\$ 10,772	\$ (1,824,300)	\$ 43,588	\$ 43,588	\$ -
2015	\$ 213,616,295	5.88%	\$ 118,619,455	\$ 526,438	\$ 526,438	\$ 504,540	\$ 108	\$ -	\$ 594,748	\$ 63,665	\$ 32,241	\$ 456,281	\$ 611,413	\$ (155,132)	\$ (1,979,432)	\$ 77,150	\$ 77,150	\$ -
2016	\$ 226,188,795	5.89%	\$ 131,191,955	\$ 584,889	\$ 584,889	\$ 552,089	\$ 98	\$ -	\$ 552,187	\$ 63,665	\$ -	\$ 567,526	\$ 730,453	\$ (162,927)	\$ (2,142,359)	\$ 120,888	\$ 120,888	\$ -
2017	\$ 231,006,246	2.13%	\$ 136,009,406	\$ 661,968	\$ 661,968	\$ 628,924	\$ 115	\$ -	\$ 629,039	\$ 61,513	\$ -	\$ 632,776	\$ 730,633	\$ (97,858)	\$ (2,240,217)	\$ 145,086	\$ 145,086	\$ -
2018	\$ 248,023,051	7.37%	\$ 153,026,211	\$ 740,680	\$ 740,680	\$ 700,042	\$ 152	\$ -	\$ 700,194	\$ 67,418	\$ -	\$ 661,637	\$ 730,820	\$ (69,184)	\$ (2,309,400)	\$ -	\$ -	\$ -
2019	\$ 262,703,468	5.92%	\$ 167,706,628	\$ 833,350	\$ 833,350	\$ 791,683	\$ 100	\$ -	\$ 791,783	\$ 130,146	\$ -	\$ 765,199	\$ 731,012	\$ 34,187	\$ (2,275,214)	\$ -	\$ -	\$ -
2020	\$ 275,638,641	5.00%	\$ 180,841,801	\$ 913,297	\$ 913,297	\$ 867,632	\$ 150	\$ -	\$ 867,782	\$ 102,583	\$ -	\$ 828,164	\$ 731,212	\$ 96,953	\$ (2,178,261)	\$ -	\$ -	\$ -
2021	\$ 289,630,573	5.00%	\$ 194,633,733	\$ 984,828	\$ 984,828	\$ 935,587	\$ (2,275)	\$ -	\$ 933,312	\$ 105,148	\$ -	\$ 896,985	\$ 731,418	\$ 165,567	\$ (2,012,694)	\$ -	\$ -	\$ -
2022	\$ 304,112,102	5.00%	\$ 209,115,262	\$ 1,059,936	\$ 1,059,936	\$ 1,006,940	\$ (2,178)	\$ -	\$ 1,004,761	\$ 107,776	\$ -	\$ 969,377	\$ 731,631	\$ 237,746	\$ (1,774,949)	\$ -	\$ -	\$ -
2023	\$ 319,317,707	5.00%	\$ 224,320,867	\$ 1,138,800	\$ 1,138,800	\$ 1,081,860	\$ (2,013)	\$ -	\$ 1,079,847	\$ 110,471	\$ -	\$ 1,045,519	\$ 731,852	\$ 313,667	\$ (1,461,281)	\$ -	\$ -	\$ -
2024	\$ 335,283,593	5.00%	\$ 240,286,753	\$ 1,221,607	\$ 1,221,607	\$ 1,160,526	\$ (1,775)	\$ -	\$ 1,158,751	\$ 113,232	\$ -	\$ 1,125,601	\$ 732,080	\$ 393,521	\$ (1,067,760)	\$ -	\$ -	\$ -
2025	\$ 352,047,772	5.00%	\$ 257,050,932	\$ 1,308,554	\$ 1,308,554	\$ 1,243,126	\$ (1,461)	\$ -	\$ 1,241,665	\$ 116,063	\$ -	\$ 1,209,823	\$ 732,316	\$ 477,507	\$ (590,253)	\$ -	\$ -	\$ -
2026	\$ 369,650,161	5.00%	\$ 274,653,321	\$ 1,399,848	\$ 1,399,848	\$ 1,329,856	\$ (1,068)	\$ -	\$ 1,328,788	\$ 118,965	\$ -	\$ 1,298,392	\$ 732,561	\$ 585,832	\$ (24,421)	\$ -	\$ -	\$ -
2027	\$ 388,132,669	5.00%	\$ 293,135,829	\$ 1,495,707	\$ 1,495,707	\$ 1,420,922	\$ (590)	\$ -	\$ 1,420,331	\$ 121,939	\$ -	\$ 1,391,529	\$ 732,814	\$ 658,716	\$ 634,294	\$ -	\$ -	\$ -
2028	\$ 407,539,302	5.00%	\$ 312,542,462	\$ 1,596,359	\$ 1,596,359	\$ 1,516,541	\$ (24)	\$ -	\$ 1,516,517	\$ 124,987	\$ -	\$ 1,489,464	\$ 733,074	\$ 756,389	\$ 1,390,684	\$ -	\$ -	\$ -
2029	\$ 427,916,267	5.00%	\$ 332,919,427	\$ 1,702,044	\$ 1,702,044	\$ 1,616,942	\$ 634	\$ -	\$ 1,617,576	\$ 128,112	\$ -	\$ 1,592,438	\$ 733,345	\$ 859,092	\$ 2,249,776	\$ -	\$ -	\$ -
2030	\$ 449,312,081	5.00%	\$ 354,315,241	\$ 1,813,013	\$ 1,813,013	\$ 1,722,362	\$ 1,391	\$ -	\$ 1,723,753	\$ 131,315	\$ -	\$ 1,700,705	\$ 733,625	\$ 967,080	\$ 3,216,856	\$ -	\$ -	\$ -
2031	\$ 471,777,885	5.00%	\$ 376,780,845	\$ 1,929,530	\$ 1,929,530	\$ 1,833,053	\$ 2,250	\$ -	\$ 1,835,303	\$ 134,598	\$ -	\$ 1,814,534	\$ 733,915	\$ 1,080,618	\$ 4,297,474	\$ -	\$ -	\$ -
2032	\$ 495,366,569	5.00%	\$ 400,369,729	\$ 2,051,873	\$ 2,051,873	\$ 1,949,279	\$ 3,217	\$ -	\$ 1,952,496	\$ 137,963	\$ -	\$ 1,934,202	\$ 734,215	\$ 1,199,988	\$ 5,497,462	\$ -	\$ -	\$ -
2033	\$ 520,134,898	5.00%	\$ 425,138,058	\$ 2,180,333	\$ 2,180,333	\$ 2,071,317	\$ 4,297	\$ -	\$ 2,075,614	\$ 141,412	\$ -	\$ 2,050,006	\$ 734,525	\$ 1,325,482	\$ 6,822,944	\$ -	\$ -	\$ -
2034	\$ 546,141,642	5.00%	\$ 451,144,802	\$ 2,315,217	\$ 2,315,217	\$ 2,199,456	\$ 5,497	\$ -	\$ 2,204,953	\$ 144,947	\$ -	\$ 2,192,254	\$ 734,845	\$ 1,457,409	\$ 8,280,353	\$ -	\$ -	\$ -
2035	\$ 573,448,725	5.00%	\$ 478,451,885	\$ 2,456,844	\$ 2,456,844	\$ 2,334,002	\$ 6,823	\$ -	\$ 2,340,825	\$ 148,571	\$ -	\$ 2,331,271	\$ 735,177	\$ 1,741,876	\$ 9,876,447	\$ -	\$ -	\$ -
2036	\$ 602,121,161	5.00%	\$ 507,124,321	\$ 2,605,553	\$ 2,605,553	\$ 2,475,276	\$ 8,280	\$ -	\$ 2,483,586	\$ 152,285	\$ -	\$ 2,477,397	\$ 735,521	\$ 2,630,991	\$ 14,249,313	\$ -	\$ -	\$ -
2037	\$ 632,227,219	5.00%	\$ 537,230,379	\$ 2,761,698	\$ 2,761,698	\$ 2,623,613	\$ 9,876	\$ -	\$ 2,633,489	\$ 156,994	\$ -	\$ 2,630,991	\$ -	\$ 2,630,991	\$ -	\$ -	\$ -	\$ -
2038	\$ 663,838,580	5.00%	\$ 568,841,740	\$ 2,925,649	\$ 2,925,649	\$ 2,779,367	\$ 11,618	\$ -	\$ 2,790,985	\$ 159,994	\$ -	\$ 2,790,985	\$ -	\$ 2,790,985	\$ -	\$ -	\$ -	\$ -

¹ 1998 is the base year for increment.² Historical taxable values from 1998 to 2009 is from Okaloosa County Tax Appraiser's Office.³ Projected growth in tax base is based on historical trends, known plan, expected growth, and limiting buildout assumptions.⁴ Current millage until 1996 and reduced as listed below rate is⁵⁵ Assumes available revenue is : 95% of total revenue on incremental value. In some cases, available tax revenue may be higher due to delinquent collections.⁶ Assumes: 100% of the prior year cumulative revenue balance is invested at 0.10%⁷ Operating expenses thru 2009 from City of Destin. Assumes : 1.00% annual increase after 2009.⁸ Historical cash capital outlays - Towncenter CRA⁹ Total Available Revenue less Operating Expenses.¹⁰ Preliminary Schedule of Debt Service (does not include capitalized interest for 2006 and 2007) - provided by Crews and Associates.4.1¹ Beginning 2006 is: City4.2² Beginning 2009 is: City4.3³ Beginning 2010 is: City4.4⁴ Beginning 2014 is: City4.5⁵ Beginning 2017 is: City4.6⁶ Beginning 2018 is: City4.7⁷ Beginning 2019 is: City4.8⁸ Beginning 2020 is: City4.9⁹ Beginning 2021 is: City4.10¹⁰ Beginning 2022 is: City4.11¹¹ Beginning 2023 is: City4.12¹² Beginning 2024 is: City4.13¹³ Beginning 2025 is: City4.14¹⁴ Beginning 2026 is: City4.15¹⁵ Beginning 2027 is: City

TABLE 1
TAX PRO FORMA
HARBOR COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA

Year ¹	Annual Tax Base ²	Annual Rate of Growth in Tax Base ³	Increment above Base Year	Billed Tax Revenue on Increment	Available Tax Revenue on Increment ⁴	Interest Earnings ⁵	Total Available Funds	Operating Expenses ⁷	Capital Outlay ⁶	Net Funds Available for Debt Service ⁹	Preliminary Debt Service ¹⁰	Net Funds Available after Debt Service	Cumulative Net Funds after Debt Service	Sept. 30, Year End Bank Balance
2002	\$ 196,250,561	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,100,462,72
2003	\$ 206,783,464	5.4%	\$ 10,532,903	\$ 34,021	\$ 60,538	\$ -	\$ 60,538	\$ 73,747	\$ -	\$ (73,747)	\$ -	\$ (73,747)	\$ (73,747)	\$ -
2004	\$ 232,375,736	12.4%	\$ 36,125,175	\$ 116,684	\$ 61,558	\$ -	\$ 61,558	\$ 116,109	\$ 60,578	\$ (116,149)	\$ -	\$ (116,149)	\$ (189,896)	\$ -
2005	\$ 327,330,473	40.9%	\$ 131,079,912	\$ 423,388	\$ 485,336	\$ 3,139	\$ 61,558	\$ 28,875	\$ 7,018	\$ 27,665	\$ -	\$ 27,665	\$ (162,230)	\$ -
2006	\$ 416,092,616	27.0%	\$ 219,842,055	\$ 710,090	\$ 649,958	\$ 29,843	\$ 488,475	\$ 54,274	\$ 20,743	\$ 413,458	\$ -	\$ 413,458	\$ 251,227	\$ 254,349
2007	\$ 457,754,042	10.0%	\$ 261,503,481	\$ 844,656	\$ 722,926	\$ 29,136	\$ 679,801	\$ 95,382	\$ 364,276	\$ 220,143	\$ -	\$ 220,143	\$ 471,370	\$ 560,584
2008	\$ 481,657,246	5.2%	\$ 285,406,685	\$ 921,864	\$ 789,006	\$ 22,833	\$ 811,839	\$ 51,678	\$ 415,570	\$ 284,814	\$ -	\$ 284,814	\$ 756,184	\$ 861,006
2009	\$ 508,507,016	5.6%	\$ 312,256,455	\$ 1,008,588	\$ 786,890	\$ 15,527	\$ 802,417	\$ 40,946	\$ 1,000,318	\$ (233,728)	\$ -	\$ (233,728)	\$ 522,456	\$ 525,320
2010	\$ 399,896,121	-21.4%	\$ 203,645,560	\$ 657,775	\$ 574,282	\$ 11,922	\$ 586,204	\$ 56,127	\$ 571	\$ 655,847	\$ -	\$ 655,847	\$ 1,178,303	\$ 1,184,924
2011	\$ 355,154,265	-11.2%	\$ 158,903,704	\$ 513,259	\$ 439,290	\$ 906	\$ 380,290	\$ 73,597	\$ 266,635	\$ 110,365	\$ 406,936	\$ (289,635)	\$ 1,295,729	\$ 1,295,729
2012	\$ 333,484,969	-6.1%	\$ 139,616,892	\$ 443,267	\$ 379,384	\$ 666	\$ 407,294	\$ 112,131	\$ 117,105	\$ 151,055	\$ 400,000	\$ (248,946)	\$ 1,006,094	\$ 953,006
2013	\$ 335,867,453	0.7%	\$ 139,616,892	\$ 443,267	\$ 379,384	\$ 906	\$ 407,294	\$ 112,131	\$ 117,105	\$ 151,055	\$ 400,000	\$ (248,946)	\$ 1,006,094	\$ 953,006
2014	\$ 350,604,021	4.4%	\$ 154,353,460	\$ 450,963	\$ 406,628	\$ 666	\$ 407,294	\$ 112,131	\$ 117,105	\$ 151,055	\$ 400,000	\$ (248,946)	\$ 1,006,094	\$ 953,006
2015	\$ 361,353,713	3.1%	\$ 165,103,152	\$ 498,562	\$ 439,874	\$ 483	\$ 440,356	\$ 145,849	\$ 73,654	\$ 220,853	\$ 585,994	\$ (365,141)	\$ 263,262	\$ 632,914
2016	\$ 370,460,207	2.5%	\$ 174,209,646	\$ 533,283	\$ 470,212	\$ 247	\$ 470,459	\$ 99,333	\$ -	\$ 371,126	\$ 440,676	\$ (69,550)	\$ 193,712	\$ 280,643
2017	\$ 372,655,034	0.6%	\$ 176,404,473	\$ 562,697	\$ 534,149	\$ 203	\$ 534,352	\$ 86,415	\$ -	\$ 447,937	\$ 468,666	\$ (20,729)	\$ 172,983	\$ 203,764
2018	\$ 390,518,402	4.8%	\$ 194,267,841	\$ 569,786	\$ 539,973	\$ 208	\$ 540,181	\$ 42,397	\$ -	\$ 497,784	\$ 474,201	\$ 23,583	\$ 196,566	\$ 180,632
2019	\$ 404,283,043	3.5%	\$ 208,032,482	\$ 627,485	\$ 596,111	\$ 200	\$ 596,311	\$ 118,329	\$ -	\$ 477,982	\$ 475,833	\$ 2,149	\$ 196,566	\$ 200,028
2020	\$ 418,432,950	3.5%	\$ 222,182,389	\$ 671,945	\$ 638,348	\$ 200	\$ 638,548	\$ 118,439	\$ -	\$ 520,109	\$ 568,787	\$ (48,679)	\$ 150,036	\$ -
2021	\$ 439,354,597	5.0%	\$ 243,104,036	\$ 717,649	\$ 681,767	\$ 150	\$ 681,917	\$ 120,808	\$ -	\$ 561,109	\$ 556,207	\$ 4,902	\$ 154,938	\$ -
2022	\$ 461,322,327	5.0%	\$ 265,071,766	\$ 785,226	\$ 745,965	\$ 155	\$ 746,120	\$ 123,224	\$ -	\$ 622,896	\$ 543,626	\$ 79,270	\$ 234,208	\$ -
2023	\$ 484,388,443	5.0%	\$ 288,137,882	\$ 856,182	\$ 813,373	\$ 234	\$ 813,607	\$ 125,688	\$ -	\$ 687,919	\$ 531,045	\$ 156,873	\$ 391,081	\$ -
2024	\$ 508,607,865	5.0%	\$ 312,357,304	\$ 930,685	\$ 884,151	\$ 391	\$ 884,542	\$ 128,202	\$ -	\$ 756,340	\$ 518,465	\$ 237,875	\$ 628,957	\$ -
2025	\$ 534,038,259	5.0%	\$ 337,787,698	\$ 1,008,914	\$ 958,468	\$ 629	\$ 959,097	\$ 130,766	\$ -	\$ 828,331	\$ 505,884	\$ 322,447	\$ 951,404	\$ -
2026	\$ 560,740,172	5.0%	\$ 364,489,611	\$ 1,091,054	\$ 1,036,502	\$ 951	\$ 1,037,453	\$ 133,382	\$ -	\$ 904,071	\$ 483,303	\$ 410,768	\$ 1,362,172	\$ -
2027	\$ 588,777,180	5.0%	\$ 392,526,619	\$ 1,177,301	\$ 1,118,436	\$ 1,362	\$ 1,119,799	\$ 136,049	\$ -	\$ 983,749	\$ 480,723	\$ 503,027	\$ 1,865,198	\$ -
2028	\$ 618,216,039	5.0%	\$ 421,965,478	\$ 1,267,861	\$ 1,204,468	\$ 1,865	\$ 1,206,333	\$ 138,770	\$ -	\$ 1,067,563	\$ 468,142	\$ 599,421	\$ 2,464,619	\$ -
2029	\$ 649,126,841	5.0%	\$ 452,876,280	\$ 1,362,948	\$ 1,294,801	\$ 2,465	\$ 1,297,266	\$ 141,546	\$ -	\$ 1,155,720	\$ 455,561	\$ 700,159	\$ 3,164,778	\$ -
2030	\$ 681,583,163	5.0%	\$ 485,332,622	\$ 1,462,790	\$ 1,389,651	\$ 3,165	\$ 1,392,816	\$ 144,376	\$ -	\$ 1,248,439	\$ -	\$ 1,248,439	\$ 3,164,778	\$ -
2031	\$ 715,662,342	5.0%	\$ 519,411,781	\$ 1,567,624	\$ 1,489,243	\$ 5,760	\$ 1,493,656	\$ 147,264	\$ -	\$ 1,346,392	\$ -	\$ 1,346,392	\$ 5,759,610	\$ -
2032	\$ 751,445,459	5.0%	\$ 555,194,898	\$ 1,677,700	\$ 1,593,815	\$ 5,760	\$ 1,599,575	\$ 150,209	\$ -	\$ 1,449,365	\$ -	\$ 1,449,365	\$ 7,208,975	\$ -
2033	\$ 789,017,732	5.0%	\$ 592,767,171	\$ 1,793,280	\$ 1,703,616	\$ 7,209	\$ 1,710,825	\$ 153,213	\$ -	\$ 1,557,611	\$ -	\$ 1,557,611	\$ 8,766,586	\$ -
2034	\$ 828,468,619	5.0%	\$ 632,218,058	\$ 1,914,638	\$ 1,818,906	\$ 8,767	\$ 1,827,673	\$ 156,278	\$ -	\$ 1,671,395	\$ -	\$ 1,671,395	\$ 10,437,981	\$ -
2035	\$ 869,892,050	5.0%	\$ 673,641,489	\$ 2,042,064	\$ 1,939,961	\$ 10,438	\$ 1,950,399	\$ 159,403	\$ -	\$ 1,790,996	\$ -	\$ 1,790,996	\$ 12,228,977	\$ -
2036	\$ 913,386,652	5.0%	\$ 717,136,091	\$ 2,175,862	\$ 2,067,069	\$ 12,229	\$ 2,079,298	\$ 162,591	\$ -	\$ 1,916,707	\$ -	\$ 1,916,707	\$ 14,145,683	\$ -
2037	\$ 959,055,985	5.0%	\$ 762,805,424	\$ 2,316,350	\$ 2,200,532	\$ 14,146	\$ 2,214,678	\$ 165,843	\$ -	\$ 2,048,835	\$ -	\$ 2,048,835	\$ 16,194,518	\$ -
2038	\$ 1,007,008,784	5.0%	\$ 810,758,223	\$ 2,463,862	\$ 2,340,668	\$ 16,195	\$ 2,356,863	\$ 169,160	\$ -	\$ 2,187,703	\$ -	\$ 2,187,703	\$ 18,382,221	\$ -
2039	\$ 1,057,359,224	5.0%	\$ 861,108,663	\$ 2,618,749	\$ 2,487,812	\$ 18,382	\$ 2,506,194	\$ 172,543	\$ -	\$ 2,333,651	\$ -	\$ 2,333,651	\$ 20,715,871	\$ -
2040	\$ 1,110,227,185	5.0%	\$ 913,976,624	\$ 2,781,381	\$ 2,642,312	\$ 20,716	\$ 2,663,028	\$ 175,994	\$ -	\$ 2,487,034	\$ -	\$ 2,487,034	\$ 23,202,905	\$ -
2041	\$ 1,165,738,544	5.0%	\$ 969,487,983	\$ 2,952,144	\$ 2,804,537	\$ 23,203	\$ 2,827,740	\$ 179,514	\$ -	\$ 2,648,226	\$ -	\$ 2,648,226	\$ 25,851,131	\$ -
2042	\$ 1,224,025,471	5.0%	\$ 1,027,774,910	\$ 3,131,446	\$ 2,974,874	\$ 25,851	\$ 3,000,725	\$ 183,104	\$ -	\$ 2,817,621	\$ -	\$ 2,817,621	\$ 28,688,752	\$ -

¹ 2002 is the base year for increment.² Historical taxable values from 2002 to 2009 is from Okaloosa County Tax Appraiser's Office.³ Projected growth in tax base is based on historical trends, known plan, expected growth, and limiting buildout assumptions.⁴ Current and assumed future millage rate is : 1.6150 City and County⁵ Assumable available revenue is 95% of total revenue on incremental value. In some cases, available tax revenue may be higher due to delinquent collections.⁶ Assumable: 100% of the prior year cumulative revenue balance is invested at 0.10% annual increase after 2009.⁷ Operating expenses thru 2006 from City of Destin. Assumes : 2.00% annual increase after 2009.⁸ Historical cash capital outlays in the Harbor CRA.⁹ Total Available Revenue less Operating Expenses.¹⁰ Preliminary Schedule of Debt Service



GENERAL FUND		2018	2019	2020	2020	2020	2020
		REVISED BUD	REVISED BUD	DEPARTMENT	BUD COMM.	CITY MGR	COUNCIL
01300	REVENUE						
31	TAXES						
01300	311100	CUR TAXES	-6,771,458.00	-7,193,067.00	-5,000.00	-7,777,693.00	.00
01300	311200	DEL TAXES	-10,000.00	-10,000.00	-5,000.00	-5,000.00	.00
01300	312400	LOCAL OPT	-450,500.00	-485,979.00	-510,278.00	-492,808.00	.00
01300	312420	LOC TAX 3%	-203,500.00	-217,021.00	-227,872.00	-221,809.00	.00
01300	316000	LBTR	-140,000.00	-160,000.00	-160,000.00	-160,000.00	.00
01300	316100	FL LBTR	-500.00	-500.00	-800.00	-800.00	.00
01300	316200	CONT REG	-1,500.00	-1,600.00	-1,800.00	-1,800.00	.00
01300	316300	DELO LBTR	-2,000.00	-1,000.00	-1,000.00	-1,000.00	.00
01300	319100	TAX INT	-15,000.00	-15,000.00	-15,000.00	-15,000.00	.00
32	TOTAL TAXES	-7,594,458.00	-8,084,167.00	-921,750.00	-921,750.00	-8,675,910.00	.00
32	PERMITS, FEES, ASMNTS						
01300	322000	PLAN REVIE	-750.00	-500.00	-900.00	-900.00	.00
01300	322100	BLDG PERMT	-375,000.00	-410,000.00	-410,000.00	-410,000.00	.00
01300	322200	RADON	-1,000.00	-1,100.00	-1,100.00	-1,100.00	.00
01300	322300	DPR	-1,000.00	-1,100.00	-1,000.00	-1,000.00	.00
01300	323100	ELEC FRAN	-1,700,000.00	-1,700,000.00	-1,700,000.00	-1,700,000.00	.00
01300	323400	GAS FRAN	-160,000.00	-185,000.00	-205,000.00	-205,000.00	.00
01300	323700	WASTE FRAN	-35,500.00	-36,000.00	-36,000.00	-36,000.00	.00
01300	325100	MITIGATION	.00	.00	.00	.00	.00
01300	329000	PKG FEES	.00	-10,000.00	-15,000.00	-15,000.00	.00
01300	329100	ROW PERMIT	-10,000.00	-39,750.00	-35,000.00	-35,000.00	.00
01300	329200	RNTL REG	-150,000.00	-210,000.00	-226,000.00	-226,000.00	.00
01300	329300	LIVERY VES	-11,250.00	-30,000.00	-50,000.00	-50,000.00	.00
01300	329400	BCH VNDR	-1,875.00	-2,700.00	-5,625.00	-5,625.00	.00
33	TOTAL PERMITS, FEES, ASMNTS	-2,446,375.00	-2,626,150.00	-2,685,625.00	-2,685,625.00	-2,685,625.00	.00
33	INTERGOVERNMENTAL RE						
01300	331200	FED-PS	.00	.00	.00	.00	.00
01300	331300	FED-PHY EN	.00	.00	.00	.00	.00
01300	331490	CD85F FED GRNT	.00	.00	.00	.00	.00
01300	331500	FEMA	.00	.00	.00	-70,000.00	.00
01300	331500	DUNE	.00	.00	.00	.00	.00

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GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
01300 331500 EM416 FEMA	.00	.00	.00	.00	.00	.00
01300 331500 EM426 FEMA	-310,000.00	.00	.00	.00	.00	.00
01300 334100 ST GRANT	-83,236.00	-41,726.00	-41,726.00	-41,726.00	-41,726.00	.00
01300 334100 EM416 ST GRANT	.00	.00	.00	.00	.00	.00
01300 334100 EM426 ST GRANT	.00	.00	.00	.00	.00	.00
01300 334100 GR801 ST GRANT	.00	.00	.00	.00	.00	.00
01300 334300 EM417 ST GRANT	.00	.00	.00	.00	.00	.00
01300 334390 DEP	.00	.00	.00	.00	.00	.00
01300 334390 EM414 BCH RESTR	.00	.00	.00	.00	.00	.00
01300 334390 PE41 REEF	.00	.00	.00	.00	.00	.00
01300 334390 PE901 ST GRANTS	.00	.00	.00	.00	.00	.00
01300 334490 MEDIAN	-30,544.00	-30,544.00	-30,544.00	-30,544.00	-30,544.00	.00
01300 334490 CD85H FDOT	.00	.00	.00	.00	.00	.00
01300 334491 ST-TRANS	-42,000.00	-104,953.00	.00	.00	.00	.00
01300 334492 TR SIG/LGT	-77,739.00	-79,676.00	-116,751.00	-116,751.00	-116,751.00	.00
01300 334500 ST OTHER	.00	.00	.00	.00	.00	.00
01300 334700 RC466 GRANT/PARK	.00	.00	.00	.00	.00	.00
01300 334700 RC625 GRANT/PARK	.00	.00	.00	.00	.00	.00
01300 334710 LERY GRNT	.00	.00	.00	.00	.00	.00
01300 335122 MUNI SHARE	-383,500.00	-400,499.00	-402,000.00	-402,000.00	-439,979.00	.00
01300 335140 MOBILE HOM	-1,000.00	-1,000.00	-1,000.00	-1,000.00	-1,000.00	.00
01300 335150 ALC/BEV	-55,000.00	-55,000.00	-56,000.00	-56,000.00	-56,000.00	.00
01300 335185 DISC TAX	.00	.00	.00	-850,000.00	-850,000.00	.00
01300 335191 USER DECAL	.00	.00	.00	.00	.00	.00
01300 335192 ALT DECAL	.00	.00	.00	.00	.00	.00
01300 337100 COUNTY	-1,946,448.00	-1,946,448.00	.00	.00	.00	.00
01300 337110 OTHER	.00	.00	.00	.00	.00	.00
01300 337300 PRNTR/LCL	-6,250.00	-5,000.00	.00	.00	.00	.00
01300 337300 EM414 LCL GRANT	.00	.00	.00	.00	.00	.00
01300 337300 EM417 PARTNERSHP	.00	.00	.00	.00	.00	.00
01300 337400 PRNTRSH	.00	.00	.00	.00	.00	.00
01300 337700 BIF	.00	.00	.00	.00	.00	.00
01300 337710 BCH O&M	-409,390.00	-427,146.00	-429,000.00	-429,000.00	-429,000.00	.00
01300 337711 BCH CIP	-27,380.00	-27,380.00	-30,000.00	-30,000.00	-30,000.00	.00
01300 338000 CO OCC LIC	-15,000.00	-15,000.00	-17,000.00	-17,000.00	-17,000.00	.00
01300 338001 LIB COOP	-54,000.00	-54,000.00	-62,000.00	-62,000.00	-62,000.00	.00
01300 338002 COOP PGM	.00	.00	.00	.00	.00	.00
01300 338500 PE427 PARTNERSHP	.00	.00	.00	.00	.00	.00
34 TOTAL INTERGOVERNMENTAL RE CHARGES FOR SERVICES	-3,441,487.00	-3,188,372.00	-1,186,021.00	-2,036,021.00	-2,144,000.00	.00
01300 341900 OTHER	-300.00	-300.00	-300.00	-300.00	-300.00	.00

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GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
01300 341910	-95,000.00	-120,000.00	-135,000.00	-135,000.00	-135,000.00	.00
01300 341911	.00	.00	.00	.00	.00	.00
01300 341920	.00	.00	.00	.00	.00	.00
01300 341930	-350.00	.00	.00	.00	.00	.00
01300 341940	-1,500.00	-1,500.00	-2,500.00	-2,500.00	-2,500.00	.00
01300 341950	.00	.00	.00	.00	.00	.00
01300 347100	-8,500.00	-8,000.00	-7,500.00	-7,500.00	-7,500.00	.00
01300 347110	-4,000.00	-3,000.00	-3,000.00	-3,000.00	-3,000.00	.00
01300 347200	-5,000.00	-7,500.00	-7,500.00	-7,500.00	-7,500.00	.00
01300 347210	-1,500.00	-1,500.00	-1,500.00	-1,500.00	-1,500.00	.00
01300 347212	.00	.00	.00	.00	.00	.00
01300 347214	-2,500.00	-2,500.00	-2,500.00	-2,500.00	-2,500.00	.00
01300 347215	-4,200.00	-3,200.00	-3,200.00	-3,200.00	-3,200.00	.00
01300 347217	.00	.00	.00	.00	.00	.00
01300 347219	-1,000.00	-1,000.00	-1,000.00	-1,000.00	-1,000.00	.00
01300 347220	-16,000.00	-16,000.00	-16,000.00	-16,000.00	-16,000.00	.00
01300 347225	-7,300.00	-7,300.00	-7,300.00	-7,300.00	-7,300.00	.00
01300 347230	-4,000.00	-3,000.00	-3,000.00	-3,000.00	-3,000.00	.00
01300 347235	-1,000.00	-500.00	-500.00	-500.00	-500.00	.00
01300 347240	-10,600.00	-5,500.00	-5,500.00	-5,500.00	-5,500.00	.00
01300 347245	-11,000.00	-8,500.00	-8,500.00	-8,500.00	-8,500.00	.00
01300 347260	-1,500.00	-1,100.00	-1,400.00	-1,400.00	-1,400.00	.00
01300 347261	-7,000.00	-6,500.00	-6,000.00	-6,000.00	-6,000.00	.00
01300 347262	-80,000.00	-80,000.00	-85,000.00	-85,000.00	-85,000.00	.00
01300 347263	.00	-2,000.00	-2,060.00	-2,060.00	-2,060.00	.00
01300 347264	.00	.00	.00	.00	.00	.00
01300 347265	-15,000.00	-15,000.00	-13,000.00	-13,000.00	-13,000.00	.00
01300 347500	.00	.00	.00	.00	.00	.00
01300 347510	.00	.00	.00	.00	.00	.00
01300 347520	-17,000.00	-17,000.00	-17,000.00	-17,000.00	-17,000.00	.00
01300 347525	-15,000.00	-15,000.00	-15,000.00	-15,000.00	-15,000.00	.00
01300 347530	-13,000.00	-13,000.00	-13,000.00	-13,000.00	-13,000.00	.00
01300 347540	-60,000.00	-60,000.00	-60,000.00	-60,000.00	-60,000.00	.00
01300 347545	-15,000.00	-15,000.00	-15,000.00	-15,000.00	-15,000.00	.00
01300 347547	-3,000.00	-3,000.00	-3,000.00	-3,000.00	-3,000.00	.00
01300 347550	-500.00	-500.00	-500.00	-500.00	-500.00	.00
01300 347551	-25,000.00	-25,000.00	-25,000.00	-25,000.00	-25,000.00	.00
01300 347555	-12,000.00	-12,000.00	-12,000.00	-12,000.00	-12,000.00	.00
01300 347560	-10,000.00	-10,000.00	-10,000.00	-10,000.00	-10,000.00	.00
01300 347570	.00	.00	.00	.00	.00	.00
01300 347575	.00	.00	.00	.00	.00	.00
01300 347580	-25,000.00	-25,000.00	-21,000.00	-21,000.00	-21,000.00	.00
01300 347590	-5,000.00	.00	.00	.00	.00	.00
01300 347595	.00	.00	.00	.00	.00	.00

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GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
35 TOTAL CHARGES FOR SERVICES	-477,750.00	-489,400.00	-503,760.00	-503,760.00	-503,760.00	.00
FINES & FORFEITS						
01300 351000 TRAFFIC	-35,000.00	-35,000.00	-30,000.00	-30,000.00	-30,000.00	.00
01300 352000 LIB FINES	-5,000.00	-4,000.00	-4,000.00	-4,000.00	-4,000.00	.00
01300 354100 CODE FINES	-2,500.00	-2,500.00	-6,000.00	-6,000.00	-6,000.00	.00
01300 354200 CONST VIOL	.00	.00	.00	.00	.00	.00
01300 354300 PKG FINES	.00	-1,500.00	-10,000.00	-10,000.00	-10,000.00	.00
01300 358100 FUT INFRST	.00	.00	.00	.00	.00	.00
01300 358200 FUTURE STR	.00	.00	.00	.00	.00	.00
01300 359100 FORFEIT	.00	.00	.00	.00	.00	.00
36 TOTAL FINES & FORFEITS	-42,500.00	-43,000.00	-50,000.00	-50,000.00	-50,000.00	.00
MISC REVENUE						
01300 361100 INTEREST	-4,000.00	-4,000.00	-6,700.00	-6,700.00	-6,700.00	.00
01300 361101 INT ERNGS	.00	.00	.00	.00	.00	.00
01300 361102 INT/CRA	.00	.00	.00	.00	.00	.00
01300 361104 PCARD INT	-5,500.00	-5,000.00	-4,800.00	-4,800.00	-4,800.00	.00
01300 362000 AIRPO PROP	-9,600.00	-9,600.00	-9,600.00	-9,600.00	-9,600.00	.00
01300 364200 CEM/SEA	-10,000.00	-10,000.00	-10,000.00	-10,000.00	-10,000.00	.00
01300 364300 CEM TREES	.00	.00	.00	.00	.00	.00
01300 365000 SURPLUS SA	.00	.00	.00	.00	.00	.00
01300 366000 OTHER CONT	.00	.00	.00	.00	.00	.00
01300 366110 LIB DONAT	-2,500.00	-500.00	-2,500.00	-2,500.00	-2,500.00	.00
01300 366120 "ROOTS"REV	-250.00	-250.00	-200.00	-200.00	-200.00	.00
01300 366140 OTHER CONT	.00	.00	.00	.00	.00	.00
01300 366150 CHILDRENS	.00	.00	.00	.00	.00	.00
01300 366160 HOLIDAY	.00	.00	.00	.00	.00	.00
01300 366170 DONATION	.00	.00	.00	.00	.00	.00
01300 366190 DOG PRK	-4,000.00	-3,000.00	-1,500.00	-1,500.00	-1,500.00	.00
01300 366191 DP PROJECT	.00	.00	.00	.00	.00	.00
01300 366200 DESTIN FIR	.00	.00	.00	.00	.00	.00
01300 369000 MISC REV	-2,500.00	-2,000.00	-3,000.00	-3,000.00	-3,000.00	.00
01300 369000 OIL	.00	.00	.00	.00	.00	.00
01300 369001 COPY/MISC	.00	.00	.00	.00	.00	.00
01300 369100 OVER/UNDER	.00	.00	.00	.00	.00	.00
01300 369200 TECH	-32,000.00	-30,000.00	-30,000.00	-30,000.00	-252,400.00	.00
01300 369300 RISK MGMT	.00	.00	.00	.00	.00	.00
38 TOTAL MISC REVENUE	-70,350.00	-64,350.00	-68,300.00	-68,300.00	-290,700.00	.00
OTHER SOURCES						
01300 381000 TRANSFERS	-1,626,377.00	-1,643,825.00	-1,658,473.00	-1,658,473.00	-1,689,646.00	.00



GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
01300 381102 INTERFUND	.00	.00	.00	.00	.00	.00
01300 381202 INTERFUND	.00	.00	.00	.00	.00	.00
01300 381302 INTERFUND	.00	.00	.00	.00	.00	.00
01300 381700 IF TRSFR	.00	.00	.00	.00	.00	.00
01300 383000 CAP LEASE	.00	.00	.00	.00	.00	.00
01300 383001 LOC	.00	.00	.00	.00	.00	.00
01300 385000 REFUND PRO	.00	.00	.00	.00	.00	.00
TOTAL OTHER SOURCES	-1,626,377.00	-1,643,825.00	-1,658,473.00	-1,658,473.00	-1,689,646.00	.00
TOTAL REVENUE	-15,699,297.00	-16,139,264.00	-7,073,929.00	-7,923,929.00	-16,039,641.00	.00



GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0151110 CITY COUNCIL						
10 PERSONAL SERVICES						
0151110 512000 REG SAL	.00	.00	.00	.00	.00	.00
0151110 515000 PAY	.00	.00	.00	.00	.00	.00
0151110 521000 FICA	.00	.00	.00	.00	.00	.00
0151110 522000 RET CON	.00	.00	.00	.00	.00	.00
0151110 523000 LIF/HEALTH	.00	.00	.00	.00	.00	.00
30 TOTAL PERSONAL SERVICES	-1,626,377.00	.00	.00	.00	.00	.00
OPERATING EXPENSES						
0151110 531000 PROP SERV	.00	.00	.00	.00	.00	.00
0151110 533000 COURT RPT	.00	.00	.00	.00	.00	.00
0151110 534000 CONTRACTS	17,300.00	14,800.00	24,500.00	24,500.00	24,500.00	.00
0151110 540000 TRAVEL	12,760.00	12,900.00	13,100.00	13,100.00	13,100.00	.00
0151110 544000 RENTS/LEAS	.00	.00	.00	.00	.00	.00
0151110 546000 R&M	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	.00
0151110 547000 PRINTING	34,800.00	34,800.00	34,800.00	34,800.00	34,800.00	.00
0151110 548000 PROMOTIONS	.00	.00	.00	.00	.00	.00
0151110 549000 OTHER CHGS	.00	.00	.00	.00	.00	.00
0151110 551000 OFFICE SPL	.00	.00	.00	.00	.00	.00
0151110 552000 OPERATING	16,700.00	17,500.00	19,700.00	19,700.00	19,700.00	.00
0151110 554000 BKS/SBSCR	6,675.00	6,675.00	6,675.00	6,675.00	6,675.00	.00
0151110 555000 TRAINING	.00	.00	.00	.00	.00	.00
60 TOTAL OPERATING EXPENSES	89,235.00	87,675.00	99,775.00	99,775.00	99,775.00	.00
CAPITAL OUTLAY						
0151110 564000 EQUIPMENT	.00	.00	.00	.00	.00	.00
80 TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
GRANTS & AIDS						
0151110 582000 CONTRIBUTE	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	.00
90 TOTAL GRANTS & AIDS	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	.00
OTHER USES						
0151110 598000 CAP RESRV	.00	.00	.00	.00	.00	.00



GENERAL FUND		2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0151110	599000	5,716.00	20,000.00	20,000.00	20,000.00	15,041.00	.00
0151110	599003	.00	.00	.00	.00	.00	.00
TOTAL OTHER USES		5,716.00	20,000.00	20,000.00	20,000.00	15,041.00	.00
TOTAL CITY COUNCIL		95,951.00	108,675.00	120,775.00	120,775.00	115,816.00	.00



GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0151212 CITY MANAGER						
10 PERSONAL SERVICES						
0151212 511000 EXEC.SAL	201,679.00	131,729.00	133,623.00	133,623.00	133,623.00	.00
0151212 512000 REG SAL	158,754.00	186,232.00	184,147.00	184,147.00	247,867.00	.00
0151212 514000 OVERTIME						.00
0151212 521000 FICA	5,453.00	5,798.00	5,927.00	5,927.00	6,851.00	.00
0151212 522000 RETIREMENT	33,617.00	39,064.00	38,828.00	38,828.00	46,793.00	.00
0151212 522001 401A	6,160.00	6,346.00	6,441.00	6,441.00	6,441.00	.00
0151212 523000 LIF/HEALTH	36,368.00	52,636.00	52,629.00	52,629.00	76,483.00	.00
0151212 525000 UNEMPLOYMT						.00
30 TOTAL PERSONAL SERVICES OPERATING EXPENSES	447,747.00	421,805.00	421,595.00	421,595.00	518,058.00	.00
0151212 531000 PROF SERV	20,000.00	30,000.00	30,000.00	30,000.00	30,000.00	.00
0151212 533000 COURT RPT						.00
0151212 534000 CONTRACTS		540.00	10,000.00	10,000.00	4,500.00	.00
0151212 540000 TRAVEL	1,765.00	5,000.00	10,000.00	10,000.00	10,000.00	.00
0151212 541000 COMMUNICAT						.00
0151212 542000 FRGT/POSTG						.00
0151212 543000 RENTS/LEAS						.00
0151212 547000 PRINTING	12,200.00	12,200.00	12,300.00	12,300.00	8,100.00	.00
0151212 548000 PROMOTIONS	23,200.00	23,200.00	23,500.00	23,500.00	13,500.00	.00
0151212 549000 OTHER CHGS						.00
0151212 551000 OFFICE SPL	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	.00
0151212 552000 OPERATING	1,700.00	1,700.00	4,000.00	4,000.00	4,000.00	.00
0151212 554000 BKS/SBSCR	7,775.00	7,700.00	9,200.00	9,200.00	9,200.00	.00
0151212 555000 TRAINING	4,275.00	4,275.00	5,000.00	5,000.00	5,000.00	.00
60 TOTAL OPERATING EXPENSES CAPITAL OUTLAY	73,115.00	86,815.00	106,200.00	106,200.00	86,500.00	.00
0151212 561000 LAND						.00
0151212 561000 CRH62 LAND						.00
0151212 564000 EQUIPMENT						.00
0151212 565000 CONSTRUCT						.00
90 TOTAL CAPITAL OUTLAY OTHER USES						.00
0151212 599001 CONTING	20,000.00	20,000.00	20,000.00	20,000.00		.00



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GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
TOTAL OTHER USES	20,000.00	20,000.00	20,000.00	20,000.00	.00	.00
TOTAL CITY MANAGER	535,146.00	528,620.00	547,795.00	547,795.00	604,558.00	.00



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PROJECTION: 2020 FY 2020 BUDGET ENTRY

GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0151430 LEGAL SERVICES						
30 OPERATING EXPENSES						
0151430 531000 PROF SERV	.00	.00	.00	.00	.00	.00
0151430 531001 CITY ATTY	98,400.00	135,000.00	111,000.00	111,000.00	111,000.00	.00
0151430 531002 LABOR ATTY	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	.00
0151430 531003 LAND ATTY	113,052.00	166,200.00	183,000.00	183,000.00	183,000.00	.00
0151430 531004 FRAN. ATTY	103,967.00	.00	.00	.00	.00	.00
0151430 531005 MISC REP	50,400.00	100,000.00	100,000.00	100,000.00	100,000.00	.00
0151430 549000 OTHER CHGS	.00	.00	.00	.00	.00	.00
TOTAL OPERATING EXPENSES	424,319.00	407,200.00	400,000.00	400,000.00	400,000.00	.00
TOTAL LEGAL SERVICES	371,819.00	407,200.00	400,000.00	400,000.00	400,000.00	.00



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GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0152140 PUBLIC SAFETY						
10 PERSONAL SERVICES						
0152140 512000 REG SAL	11,016.00	11,016.00	13,074.00	13,074.00	13,074.00	.00
0152140 514000 OVERTIME	.00	.00	.00	.00	.00	.00
0152140 521000 FICA	843.00	843.00	1,000.00	1,000.00	1,000.00	.00
0152140 522000 RET CON	.00	.00	.00	.00	.00	.00
0152140 523000 LIF/HEALTH	.00	.00	.00	.00	.00	.00
30 TOTAL PERSONAL SERVICES OPERATING EXPENSES	74,859.00	11,859.00	14,074.00	14,074.00	14,074.00	.00
0152140 534000 CONTRACTS	1,975,080.00	2,160,198.00	2,288,796.00	2,288,796.00	2,327,808.00	.00
0152140 546000 R&M	.00	.00	.00	.00	.00	.00
0152140 552000 OPERATING	18.00	.00	.00	.00	.00	.00
60 TOTAL OPERATING EXPENSES CAPITAL OUTLAY	1,975,098.00	2,160,198.00	2,288,796.00	2,288,796.00	2,327,808.00	.00
0152140 564000 EQUIPMENT	.00	.00	.00	.00	.00	.00
80 TOTAL CAPITAL OUTLAY GRANTS & AIDS	.00	.00	.00	.00	.00	.00
0152140 581000 CONTRIBUTE	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	.00
TOTAL GRANTS & AIDS	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	.00
TOTAL PUBLIC SAFETY	2,086,957.00	2,272,057.00	2,402,870.00	2,402,870.00	2,441,882.00	.00



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GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0155271 ECONOMIC DEVELOPMENT						
30 OPERATING EXPENSES						
0155271 531000 PROF SERV	.00	.00	.00	.00	.00	.00
80 TOTAL OPERATING EXPENSES	.00	.00	.00	.00	.00	.00
0155271 582000 CONTRIBUTE	13,500.00	13,500.00	13,500.00	13,500.00	13,500.00	.00
TOTAL GRANTS & AIDS	13,500.00	13,500.00	13,500.00	13,500.00	13,500.00	.00
TOTAL ECONOMIC DEVELOPMENT	13,500.00	13,500.00	13,500.00	13,500.00	13,500.00	.00



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GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0156272 HEALTH SERVICES						
30 OPERATING EXPENSES						
0156272 534000 CONTRACTS	51,975.00	52,020.00	67,020.00	67,020.00	67,020.00	.00
80 TOTAL OPERATING EXPENSES	65,475.00	52,020.00	67,020.00	67,020.00	67,020.00	.00
0156272 582000 CONTRIBUTE	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	.00
TOTAL GRANTS & AIDS	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	.00
TOTAL HEALTH SERVICES	61,975.00	62,020.00	77,020.00	77,020.00	77,020.00	.00



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0156473 HUMAN SERVICES						
80 GRANTS & AIDS						
0156473 582000 CONTRIBUTE	.00	.00	.00	.00	.00	.00
TOTAL GRANTS & AIDS	10,000.00	.00	.00	.00	.00	.00
TOTAL HUMAN SERVICES	.00	.00	.00	.00	.00	.00



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GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0151932 INFORMATION TECHNOLOGY						
10 PERSONAL SERVICES						
0151932 512000 SALARIES	231,508.00	178,556.00	192,228.00	192,228.00	192,228.00	.00
0151932 514000 OVERTIME	1,719.00	1,719.00	1,719.00	1,719.00	1,719.00	.00
0151932 521000 FICA	3,488.00	2,721.00	2,919.00	2,919.00	2,919.00	.00
0151932 522000 RET CON	27,000.00	20,328.00	21,977.00	21,977.00	21,977.00	.00
0151932 523000 LIF/HEALTH	50,830.00	34,729.00	55,445.00	55,445.00	58,412.00	.00
30 TOTAL PERSONAL SERVICES OPERATING EXPENSES	875,059.00	238,053.00	274,288.00	274,288.00	277,255.00	.00
0151932 534000 CONT SERV	102,950.00	119,100.00	121,900.00	121,900.00	121,900.00	.00
0151932 540000 TRAVEL	2,250.00	3,800.00	3,500.00	3,500.00	3,500.00	.00
0151932 541000 COMMUNICAT	48,600.00	48,000.00	56,400.00	56,400.00	56,400.00	.00
0151932 541005 CELL/RADIO	31,200.00	29,760.00	22,800.00	22,800.00	22,800.00	.00
0151932 542000 FRGT/POSTG	.00	.00	.00	.00	.00	.00
0151932 544000 RENTS/LEAS	26,400.00	20,950.00	21,350.00	21,350.00	21,350.00	.00
0151932 546000 R&M	4,200.00	6,000.00	6,000.00	6,000.00	6,000.00	.00
0151932 546001 R&M/PHONES	.00	.00	.00	.00	.00	.00
0151932 549900 OTHR/FRAUD	.00	.00	.00	.00	.00	.00
0151932 551000 OFFICE SPL	500.00	500.00	500.00	500.00	500.00	.00
0151932 552000 OPERATING	17,500.00	20,000.00	20,000.00	20,000.00	20,000.00	.00
0151932 552001 OPR/HDWRE	.00	.00	.00	.00	.00	.00
0151932 552002 OPR/PRINTR	.00	.00	.00	.00	.00	.00
0151932 552080 OPR/LBR	.00	.00	.00	.00	.00	.00
0151932 554000 BKS/SBSCR	2,600.00	2,100.00	12,900.00	12,900.00	12,900.00	.00
0151932 555000 TRAINING	1,200.00	1,500.00	3,000.00	3,000.00	3,000.00	.00
60 TOTAL OPERATING EXPENSES CAPITAL OUTLAY	237,400.00	251,710.00	268,350.00	268,350.00	268,350.00	.00
0151932 564000 EQUIP/PRNT	.00	.00	.00	.00	.00	.00
0151932 564001 EQUIP/COMP	63,000.00	37,750.00	37,000.00	37,000.00	217,000.00	.00
0151932 564002 EQUIP/WAN	.00	.00	.00	.00	.00	.00
0151932 564080 COMPEQ LBR	.00	.00	15,000.00	15,000.00	15,000.00	.00
TOTAL CAPITAL OUTLAY	63,000.00	37,750.00	52,000.00	52,000.00	232,000.00	.00
TOTAL INFORMATION TECHNOLOGY	614,945.00	527,513.00	594,638.00	594,638.00	777,605.00	.00



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GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0151321 HUMAN RESOURCES						
10 PERSONAL SERVICES						
0151321 512000 REG SAL	71,798.00	80,042.00	82,163.00	82,163.00	82,163.00	.00
0151321 513000 OTHER SAL	.00	.00	.00	.00	.00	.00
0151321 514000 OVERTIME	.00	.00	.00	.00	.00	.00
0151321 515000 PAY	765.00	765.00	765.00	765.00	765.00	.00
0151321 521000 FICA	1,052.00	2,130.00	2,205.00	2,205.00	2,205.00	.00
0151321 522000 RETIREMENT	7,194.00	8,169.00	8,345.00	8,345.00	8,345.00	.00
0151321 523000 LIF/HEALTH	9,773.00	9,173.00	9,173.00	9,173.00	9,635.00	.00
30 TOTAL PERSONAL SERVICES OPERATING EXPENSES	90,582.00	100,279.00	102,651.00	102,651.00	103,113.00	.00
0151321 531000 PROF SERV	1,676.00	1,676.00	1,676.00	1,676.00	1,676.00	.00
0151321 534000 CONTRACTS	.00	.00	.00	.00	.00	.00
0151321 535000 INVESTIG	918.00	918.00	1,068.00	1,068.00	1,068.00	.00
0151321 540000 TRAVEL	900.00	900.00	900.00	900.00	900.00	.00
0151321 544000 RENTS/LEAS	.00	.00	.00	.00	.00	.00
0151321 545000 RISK MGMT	312,812.00	315,877.00	320,171.00	320,171.00	372,657.00	.00
0151321 546000 R&M	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	.00
0151321 548000 PROMOTIONS	.00	.00	.00	.00	.00	.00
0151321 548001 PROM ACTIV	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	.00
0151321 549000 OTHER CHGS	755.00	755.00	35.00	35.00	35.00	.00
0151321 551000 OFFICE SPL	535.00	650.00	735.00	735.00	735.00	.00
0151321 551001 OFCSUP WEL	50.00	50.00	50.00	50.00	50.00	.00
0151321 552000 OPERATING	1,750.00	2,270.00	2,687.00	2,687.00	2,687.00	.00
0151321 552001 OPSUP WEL	100.00	400.00	400.00	400.00	400.00	.00
0151321 554000 BKS/MBRSH	1,739.00	1,739.00	1,739.00	1,739.00	1,739.00	.00
0151321 554001 SUBSCR/WEL	780.00	840.00	888.00	888.00	888.00	.00
0151321 555000 TRAINING	5,180.00	5,180.00	5,280.00	5,280.00	5,280.00	.00
0151321 555001 TRNG-WEL	100.00	100.00	100.00	100.00	100.00	.00
TOTAL OPERATING EXPENSES	330,045.00	334,105.00	338,479.00	338,479.00	390,965.00	.00
TOTAL HUMAN RESOURCES	420,627.00	434,384.00	441,130.00	441,130.00	494,078.00	.00



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GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0152543 EMERGENCY MANAGEMENT						
30 OPERATING EXPENSES						
0152543 531000 PROF SERV	.00	.00	.00	.00	.00	.00
0152543 534000 CONTRACTS	.00	.00	.00	.00	.00	.00
0152543 540000 TRAVEL	1,500.00	1,500.00	4,000.00	4,000.00	4,000.00	.00
0152543 541000 COMMUNICAT	2,500.00	2,000.00	2,500.00	2,500.00	2,500.00	.00
0152543 542000 FRGT/POSTG	.00	.00	.00	.00	.00	.00
0152543 546000 R&M	6,225.00	6,225.00	9,000.00	9,000.00	4,000.00	.00
0152543 547000 PRINTING	.00	.00	500.00	500.00	500.00	.00
0152543 548000 PROMOTIONS	.00	.00	500.00	500.00	500.00	.00
0152543 551000 OFFICE SPL	100.00	100.00	100.00	100.00	100.00	.00
0152543 552000 OPERATING	200.00	200.00	4,700.00	4,700.00	4,700.00	.00
0152543 554000 BKS/SBSCR	.00	.00	250.00	250.00	250.00	.00
0152543 555000 TRAINING	2,000.00	2,000.00	3,000.00	3,000.00	3,000.00	.00
60 TOTAL OPERATING EXPENSES	12,525.00	12,025.00	24,550.00	24,550.00	19,550.00	.00
CAPITAL OUTLAY						
0152543 562000 BUILDING	.00	.00	.00	.00	.00	.00
0152543 564000 EQUIPMENT	.00	.00	25,000.00	25,000.00	.00	.00
0152543 565034 EM414 CIP CONT	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	.00	.00	25,000.00	25,000.00	.00	.00
TOTAL EMERGENCY MANAGEMENT	12,525.00	12,025.00	49,550.00	49,550.00	19,550.00	.00



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0151322 ADMINISTRATIVE SERVICES						
30 OPERATING EXPENSES						
0151322 534000 CONTRACTS	2,000.00	3,000.00	3,000.00	3,000.00	3,000.00	.00
0151322 541001 COMMUNICAT	.00	.00	.00	.00	.00	.00
0151322 542000 FRGT/POSTG	9,000.00	9,000.00	15,000.00	15,000.00	15,000.00	.00
0151322 543000 UTILITIES	22,500.00	22,500.00	21,000.00	21,000.00	21,000.00	.00
0151322 544000 RENTS/LEAS	1,600.00	1,600.00	.00	.00	1,600.00	.00
0151322 546000 R&M	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	.00
0151322 547000 PRINTING	1,100.00	1,100.00	31,100.00	31,100.00	31,100.00	.00
0151322 549000 OTHER CHGS	46,800.00	38,000.00	48,000.00	48,000.00	48,000.00	.00
0151322 551000 OFFICE SPL	3,000.00	4,000.00	4,000.00	4,000.00	4,000.00	.00
0151322 552000 OPERATING	5,700.00	5,700.00	6,200.00	6,200.00	6,200.00	.00
0151322 554000 BKS/SESCR	2,200.00	2,200.00	2,950.00	2,950.00	2,950.00	.00
0151322 555000 TRAINING	.00	.00	.00	.00	.00	.00
60 TOTAL OPERATING EXPENSES	424,945.00	88,100.00	132,250.00	132,250.00	133,850.00	.00
CAPITAL OUTLAY						
0151322 563000 INFRASTRUC	.00	.00	.00	.00	.00	.00
0151322 564000 EQUIPMENT	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
TOTAL ADMINISTRATIVE SERVICE	94,900.00	88,100.00	132,250.00	132,250.00	133,850.00	.00



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GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0151320 FINANCE						
10 PERSONAL SERVICES						
0151320 512000 REG SAL	176,584.00	180,038.00	185,394.00	185,394.00	185,394.00	.00
0151320 514000 OVERTIME	.00	.00	.00	.00	.00	.00
0151320 521000 FICA	2,470.00	2,611.00	2,688.00	2,688.00	2,688.00	.00
0151320 522000 RETIREMENT	21,289.00	22,505.00	23,174.00	23,174.00	23,174.00	.00
0151320 523000 LIF/HEALTH	32,967.00	34,940.00	34,953.00	34,953.00	36,747.00	.00
0151320 525000 UNEMPLOYMT	.00	.00	.00	.00	.00	.00
30 TOTAL PERSONAL SERVICES	233,310.00	240,094.00	246,209.00	246,209.00	248,003.00	.00
OPERATING EXPENSES						
0151320 531000 PROF SERV	.00	.00	3,000.00	3,000.00	3,000.00	.00
0151320 532000 AUDIT	25,000.00	26,000.00	28,000.00	28,000.00	24,000.00	.00
0151320 532001 ACCTG SERV	.00	.00	.00	.00	.00	.00
0151320 534000 CONTRACTS	.00	.00	.00	.00	.00	.00
0151320 540000 TRAVEL	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	.00
0151320 541000 COMMUNICAT	.00	.00	.00	.00	.00	.00
0151320 542000 FRGT/POSTG	.00	.00	.00	.00	.00	.00
0151320 544000 RENTS/LEAS	.00	.00	.00	.00	.00	.00
0151320 546000 R&M	.00	.00	.00	.00	.00	.00
0151320 547000 PRINTING	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	.00
0151320 549000 OTHER CHGS	13,236.00	20,160.00	20,160.00	20,160.00	20,160.00	.00
0151320 551000 OFFICE SPL	1,020.00	900.00	900.00	900.00	900.00	.00
0151320 552000 OPERATING	1,020.00	900.00	900.00	900.00	900.00	.00
0151320 554000 BKS/SBSCRPT	1,080.00	1,080.00	1,080.00	1,080.00	1,080.00	.00
0151320 555000 TRAINING	3,000.00	3,500.00	3,500.00	3,500.00	3,500.00	.00
60 TOTAL OPERATING EXPENSES	48,356.00	56,540.00	61,540.00	61,540.00	57,540.00	.00
CAPITAL OUTLAY						
0151320 563000 INFRASTUC	.00	.00	.00	.00	.00	.00
0151320 564000 EQUIPMENT	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
TOTAL FINANCE	281,666.00	296,634.00	307,749.00	307,749.00	305,543.00	.00



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GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0151531 COMMUNITY DEVELOPMENT						
10 PERSONAL SERVICES						
0151531 512000 REG SAL	298,053.00	263,209.00	418,002.00	418,002.00	393,029.00	.00
0151531 514000 OVERTIME	945.00	945.00	945.00	945.00	945.00	.00
0151531 521000 FICA	4,335.00	3,830.00	6,075.00	6,075.00	5,713.00	.00
0151531 522000 RETIREMENT	37,375.00	33,019.00	52,368.00	52,368.00	49,247.00	.00
0151531 523000 LIF/HEALTH	75,208.00	58,165.00	120,608.00	120,608.00	105,286.00	.00
0151531 525000 UNEMPLOYMT	.00	.00	.00	.00	.00	.00
30 TOTAL PERSONAL SERVICES	840,235.00	359,168.00	597,998.00	597,998.00	554,220.00	.00
0151531 531000 PROF SERV	218,836.00	176,585.00	436,585.00	556,585.00	526,585.00	.00
0151531 534000 CONTRACTS	17,000.00	34,000.00	34,000.00	34,000.00	24,000.00	.00
0151531 540000 TRAVEL	2,242.00	4,834.00	5,000.00	5,000.00	5,000.00	.00
0151531 546000 R&M	.00	150.00	150.00	150.00	150.00	.00
0151531 547000 PRINTING	750.00	500.00	2,000.00	2,000.00	2,000.00	.00
0151531 549000 OTHER CHGS	.00	.00	.00	.00	.00	.00
0151531 551000 OFFICE SPL	1,250.00	1,600.00	5,000.00	5,000.00	5,000.00	.00
0151531 552000 OPERATING	1,000.00	1,000.00	21,339.00	21,339.00	21,339.00	.00
0151531 554000 BKS/SBSCRPT	2,257.00	1,482.00	2,510.00	2,510.00	2,510.00	.00
0151531 555000 TRAINING	3,045.00	1,835.00	6,700.00	6,700.00	6,700.00	.00
60 TOTAL OPERATING EXPENSES	246,380.00	221,986.00	513,284.00	633,284.00	593,284.00	.00
CAPITAL OUTLAY						
0151531 564000 EQUIPMENT	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
TOTAL COMMUNITY DEVELOPMENT	662,296.00	581,154.00	1,111,282.00	1,231,282.00	1,147,504.00	.00



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CITY OF DESTIN, FL
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PROJECTION: 2020 FY 2020 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0152441 INSPECTIONS						
10 PERSONAL SERVICES						
0152441 512000 REG SAL	306,490.00	317,974.00	418,914.00	418,914.00	373,332.00	.00
0152441 514000 OVERTIME	1,188.00	1,188.00	1,188.00	1,188.00	1,188.00	.00
0152441 521000 FICA	4,461.00	4,628.00	6,091.00	6,091.00	5,431.00	.00
0152441 522000 RETIREMENT	38,460.00	39,895.00	52,513.00	52,513.00	46,815.00	.00
0152441 523000 LIF/HEALTH	71,310.00	59,381.00	89,256.00	89,256.00	84,390.00	.00
0152441 525000 UNEMPLOYMT	.00	.00	.00	.00	.00	.00
30 TOTAL PERSONAL SERVICES	521,909.00	423,066.00	567,962.00	567,962.00	511,156.00	.00
60 TOTAL OPERATING EXPENSES						
0152441 531000 PROF SERV	.00	.00	850.00	850.00	850.00	.00
0152441 534000 CONTRACTS	.00	.00	.00	.00	.00	.00
0152441 540000 TRAVEL	4,680.00	4,850.00	4,880.00	4,880.00	4,880.00	.00
0152441 546000 R&M	125.00	125.00	125.00	125.00	125.00	.00
0152441 547000 PRINTING	1,200.00	1,200.00	1,900.00	1,900.00	1,900.00	.00
0152441 549000 OTHER CHGS	.00	300.00	.00	.00	.00	.00
0152441 551000 OFFICE SPL	.00	.00	.00	.00	.00	.00
0152441 552000 OPERATING	1,555.00	1,155.00	1,758.00	1,758.00	1,758.00	.00
0152441 554000 BKS/SBSCRPT	2,815.00	2,025.00	3,750.00	3,750.00	3,750.00	.00
0152441 555000 TRAINING	3,485.00	2,835.00	4,485.00	4,485.00	4,485.00	.00
60 TOTAL OPERATING EXPENSES	13,860.00	12,490.00	17,748.00	17,748.00	17,748.00	.00
60 CAPITAL OUTLAY						
0152441 564000 EQUIPMENT	30,000.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	30,000.00	.00	.00	.00	.00	.00
TOTAL INSPECTIONS	465,769.00	435,556.00	585,710.00	585,710.00	528,904.00	.00



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PROJECTION: 2020 FY 2020 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0152442 CODE INSPECTIONS						
10 PERSONAL SERVICES						
0152442 512000 REG SAL	223,268.00	219,433.00	432,553.00	432,553.00	276,823.00	.00
0152442 514000 OVERTIME	3,561.00	3,561.00	5,767.00	5,767.00	5,767.00	.00
0152442 521000 FICA	3,289.00	3,233.00	7,072.00	7,072.00	4,814.00	.00
0152442 522000 RETIREMENT	28,354.00	27,874.00	53,346.00	53,346.00	33,879.00	.00
0152442 523000 LIF/HEALTH	92,357.00	71,767.00	175,415.00	175,415.00	97,580.00	.00
30 TOTAL PERSONAL SERVICES OPERATING EXPENSES	380,829.00	325,868.00	674,153.00	674,153.00	418,863.00	.00
0152442 531000 PROF SERV	.00	.00	8,000.00	8,000.00	8,000.00	.00
0152442 534000 CONTRACTS	24,000.00	7,800.00	7,800.00	7,800.00	7,800.00	.00
0152442 540000 TRAVEL	6,024.00	17,293.00	13,200.00	13,200.00	10,000.00	.00
0152442 546000 R&M	600.00	600.00	.00	.00	.00	.00
0152442 547000 PRINTING	950.00	850.00	1,300.00	1,300.00	1,300.00	.00
0152442 549000 OTHER CHGS	.00	.00	.00	.00	.00	.00
0152442 551000 OFFICE SPL	.00	.00	.00	.00	.00	.00
0152442 552000 OPERATING	1,500.00	1,500.00	1,660.00	1,660.00	1,660.00	.00
0152442 554000 BKS/SBSCR	140.00	140.00	700.00	700.00	700.00	.00
0152442 555000 TRAINING	2,630.00	8,325.00	9,680.00	9,680.00	7,150.00	.00
60 TOTAL OPERATING EXPENSES CAPITAL OUTLAY	35,844.00	36,508.00	42,340.00	42,340.00	36,610.00	.00
0152442 564000 EQUIPMENT	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
TOTAL CODE INSPECTIONS	386,673.00	362,376.00	716,493.00	716,493.00	455,473.00	.00



GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0153951 PHYSICAL ENVIRONMENT						
10 PERSONAL SERVICES						
0153951 512000 REG SAL	.00	.00	.00	.00	.00	.00
0153951 514000 OIL OVERTIME	.00	.00	.00	.00	.00	.00
0153951 521000 FICA	.00	.00	.00	.00	.00	.00
0153951 521000 OIL FICA	.00	.00	.00	.00	.00	.00
0153951 522000 RETIREMENT	.00	.00	.00	.00	.00	.00
0153951 522000 OIL RET CON	.00	.00	.00	.00	.00	.00
0153951 522001 OIL 401a	.00	.00	.00	.00	.00	.00
0153951 523000 LIF/HEALTH	.00	.00	.00	.00	.00	.00
0153951 523000 OIL LIF/HEALTH	.00	.00	.00	.00	.00	.00
30 TOTAL PERSONAL SERVICES	.00	.00	.00	.00	.00	.00
0153951 531000 PROF SERV	4,280.00	5,000.00	5,000.00	5,000.00	5,000.00	.00
0153951 534000 CONTRACTS	.00	.00	.00	.00	.00	.00
0153951 534000 OIL CONTRACTS	.00	.00	.00	.00	.00	.00
0153951 540000 TRAVEL	.00	.00	.00	.00	.00	.00
0153951 540000 OIL TRAVEL	.00	.00	.00	.00	.00	.00
0153951 543000 UTILITIES	.00	.00	.00	.00	.00	.00
0153951 543301 HBR UTIL	18,000.00	18,000.00	15,000.00	15,000.00	15,000.00	.00
0153951 544000 RENTS/LEAS	500.00	500.00	500.00	500.00	500.00	.00
0153951 546000 R&M	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	.00
0153951 546000 OIL R&M	.00	.00	.00	.00	.00	.00
0153951 548000 PROMOTIONS	.00	.00	.00	.00	.00	.00
0153951 552000 OPERATING	400.00	600.00	600.00	600.00	600.00	.00
0153951 553000 RD SUPPLY	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	.00
0153951 554000 BKS/SBSCR	50.00	250.00	250.00	250.00	250.00	.00
0153951 555000 TRAINING	.00	.00	.00	.00	.00	.00
80 TOTAL OPERATING EXPENSES	30,230.00	31,350.00	28,350.00	28,350.00	28,350.00	.00
0153951 582000 CONTRIBUTE	.00	.00	.00	.00	.00	.00
90 TOTAL GRANTS & AIDS	.00	.00	.00	.00	.00	.00
0153951 599000 OIL CONTING	.00	.00	.00	.00	.00	.00



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PROJECTION: 2020 FY 2020 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
TOTAL OTHER USES	.00	.00	.00	.00	.00	.00
TOTAL PHYSICAL ENVIRONMENT	30,230.00	31,350.00	28,350.00	28,350.00	28,350.00	.00



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FOR PERIOD 99

PROJECTION: 2020 FY 2020 BUDGET ENTRY

GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0154970 HARBOR						
10 PERSONAL SERVICES						
0154970 512000 REG SAL	.00	.00	.00	.00	.00	.00
0154970 521000 FICA	.00	.00	.00	.00	.00	.00
0154970 522000 RETIREMENT	.00	.00	.00	.00	.00	.00
0154970 523000 LIFE/HEALTH	.00	.00	.00	.00	.00	.00
30 TOTAL PERSONAL SERVICES OPERATING EXPENSES	.00	.00	.00	.00	.00	.00
0154970 540000 TRAVEL	.00	.00	.00	.00	.00	.00
0154970 546000 R&M	.00	.00	.00	.00	.00	.00
0154970 547000 PRINTING	.00	.00	.00	.00	.00	.00
0154970 551000 OFFICE SPL	.00	.00	.00	.00	.00	.00
0154970 552000 OPERATING	.00	.00	.00	.00	.00	.00
0154970 553000 RD SUPPLY	.00	.00	.00	.00	.00	.00
0154970 554000 BKS/SBSCR	.00	.00	.00	.00	.00	.00
0154970 555000 TRAINING	.00	.00	.00	.00	.00	.00
60 TOTAL OPERATING EXPENSES CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
0154970 564000 BOAT	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
TOTAL HARBOR	.00	.00	.00	.00	.00	.00



PROJECTION: 2020 FY 2020 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0154160 PUBLIC WORKS						
10 PERSONAL SERVICES						
0154160 512000 REG SAL	548,012.00	619,188.00	981,074.00	981,074.00	706,718.00	.00
0154160 514000 OVERTIME	3,650.00	4,249.00	4,249.00	4,249.00	4,249.00	.00
0154160 521000 FICA	7,999.00	9,040.00	14,287.00	14,287.00	10,309.00	.00
0154160 522000 RETIREMENT	65,456.00	74,012.00	119,087.00	119,087.00	84,793.00	.00
0154160 523000 LIF/HEALTH	176,633.00	189,811.00	397,436.00	397,436.00	222,989.00	.00
0154160 525000 UNEMPLOYMT	.00	.00	.00	.00	.00	.00
30 TOTAL PERSONAL SERVICES	801,750.00	896,300.00	1,516,133.00	1,516,133.00	1,029,058.00	.00
OPERATING EXPENSES						
0154160 531000 PROF SERV	.00	.00	.00	.00	.00	.00
0154160 534000 CONTRACTS	27,500.00	27,500.00	.00	.00	.00	.00
0154160 534002 CONT/TRSIG	45,123.00	82,500.00	83,384.00	83,384.00	83,384.00	.00
0154160 534003 CONT/MEDAN	.00	.00	180,000.00	180,000.00	.00	.00
0154160 534004 CONT/SDWLK	164,000.00	126,152.00	230,000.00	230,000.00	130,000.00	.00
0154160 534005 CONT/RDWYS	38,000.00	64,000.00	50,000.00	50,000.00	50,000.00	.00
0154160 534100 CONT/STIRNW	60,500.00	60,000.00	365,500.00	365,500.00	60,000.00	.00
0154160 534402 CONT/RDSTR	34,186.00	33,075.00	86,000.00	86,000.00	60,000.00	.00
0154160 534404 CONT/STSWP	.00	.00	.00	.00	.00	.00
0154160 534407 CONT/FDOT	.00	.00	.00	.00	.00	.00
0154160 540000 TRAVEL	550.00	300.00	9,000.00	9,000.00	2,100.00	.00
0154160 541000 COMMUNICAT	.00	.00	.00	.00	.00	.00
0154160 542000 FRGT/POSTG	.00	.00	.00	.00	.00	.00
0154160 543000 UTILITY	.00	.00	.00	.00	.00	.00
0154160 543000 UTIL/STLGTS	235,000.00	200,000.00	210,000.00	210,000.00	200,000.00	.00
0154160 543401 UTIL/TRFSIG	5,000.00	5,000.00	7,000.00	7,000.00	7,000.00	.00
0154160 543402 UTIL/WTRSHR	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	.00
0154160 543403 UTIL/ELECSH	8,750.00	8,750.00	8,750.00	8,750.00	8,750.00	.00
0154160 543405 UTIL/PUMPS	27,000.00	24,623.00	24,500.00	24,500.00	20,000.00	.00
0154160 543406 UTIL/GAS	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	.00
0154160 544000 RENTIS/LEAS	21,820.00	21,820.00	125,881.00	125,881.00	7,265.00	.00
0154160 546000 R&M	67,305.00	67,915.00	86,415.00	86,415.00	76,840.00	.00
0154160 551000 OFFICE SPL	220.00	220.00	220.00	220.00	220.00	.00
0154160 552000 OPERATING	66,700.00	69,250.00	95,000.00	95,000.00	85,000.00	.00
0154160 553000 RD SUPPLY	37,500.00	68,500.00	75,000.00	75,000.00	68,500.00	.00
0154160 554000 BKS/SBSCR	.00	.00	.00	.00	.00	.00



FOR PERIOD 99

PROJECTION: 2020 FY 2020 BUDGET ENTRY

GENERAL FUND		2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0154160 555000	TRAINING	2,100.00	500.00	7,600.00	7,600.00	4,600.00	.00
60	TOTAL OPERATING EXPENSES	849,504.00	868,355.00	1,652,500.00	1,652,500.00	871,909.00	.00
	CAPITAL OUTLAY						
0154160 561000	LAND	.00	.00	.00	.00	.00	.00
0154160 562000	BLDGS	.00	.00	818,000.00	818,000.00	169,000.00	.00
0154160 563000	INFRASTRUC	.00	.00	.00	.00	.00	.00
0154160 564000	EQUIPMENT	67,730.00	163,000.00	.00	.00	23,697.00	.00
	TOTAL CAPITAL OUTLAY	67,730.00	163,000.00	818,000.00	818,000.00	192,697.00	.00
	TOTAL PUBLIC WORKS	1,718,984.00	1,927,655.00	3,986,633.00	3,986,633.00	2,093,664.00	.00

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GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0151324 FACILITIES MAINTENANCE						
10 PERSONAL SERVICES						
0151324 512000 REG SAL	102,762.00	126,608.00	129,338.00	129,338.00	129,338.00	.00
0151324 514000 OVERTIME	5,576.00	2,154.00	2,154.00	2,154.00	2,154.00	.00
0151324 521000 FICA	1,381.00	1,867.00	1,907.00	1,907.00	1,907.00	.00
0151324 522000 RETIREMENT	8,935.00	14,462.00	14,737.00	14,737.00	14,737.00	.00
0151324 523000 LIF/HEALTH	48,735.00	59,259.00	59,280.00	59,280.00	62,475.00	.00
30 TOTAL PERSONAL SERVICES OPERATING EXPENSES	167,389.00	204,350.00	207,416.00	207,416.00	210,611.00	.00
0151324 531000 PROF SERV	.00	.00	.00	.00	.00	.00
0151324 534000 CONTRACTS	2,500.00	3,000.00	.00	.00	5,000.00	.00
0151324 540000 TRAVEL	100.00	100.00	100.00	100.00	100.00	.00
0151324 541000 COMMUNICAT	.00	.00	.00	.00	.00	.00
0151324 542000 FRGT/POSTG	.00	.00	.00	.00	.00	.00
0151324 543000 UTILITIES	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00	.00
0151324 543100 UTIL-HRBR	.00	.00	.00	.00	.00	.00
0151324 544000 RENTS/LEAS	500.00	500.00	1,000.00	1,000.00	1,000.00	.00
0151324 546000 R&M	81,102.00	100,000.00	95,000.00	95,000.00	80,000.00	.00
0151324 547000 PRINTING	.00	.00	.00	.00	.00	.00
0151324 551000 OFFICE SPL	100.00	50.00	50.00	50.00	50.00	.00
0151324 552000 OPERATING	10,220.00	10,220.00	35,000.00	35,000.00	11,000.00	.00
0151324 554000 BKS/SBSCR	.00	.00	.00	.00	.00	.00
0151324 555000 TRAINING	1,900.00	500.00	500.00	500.00	500.00	.00
60 TOTAL OPERATING EXPENSES CAPITAL OUTLAY	129,422.00	147,370.00	164,650.00	164,650.00	130,650.00	.00
0151324 562000 BUILDING	40,000.00	.00	.00	.00	.00	.00
0151324 563000 INFRASTRUC	12,500.00	.00	.00	.00	.00	.00
0151324 564000 EQUIPMENT	.00	16,200.00	22,500.00	22,500.00	12,500.00	.00
0151324 565000 CONSTRUCT	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	52,500.00	16,200.00	22,500.00	22,500.00	12,500.00	.00
TOTAL FACILITIES MAINTENANCE	349,311.00	367,920.00	394,566.00	394,566.00	353,761.00	.00



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GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0153950 CEMETERY						
10 PERSONAL SERVICES						
0153950 512000 REG SAL	.00	.00	.00	.00	.00	.00
0153950 514000 OVERTIME	.00	.00	.00	.00	.00	.00
0153950 521000 FICA	.00	.00	.00	.00	.00	.00
0153950 522000 RETIREMENT	.00	.00	.00	.00	.00	.00
0153950 523000 LIF/HEALTH	.00	.00	.00	.00	.00	.00
30 TOTAL PERSONAL SERVICES	.00	.00	.00	.00	.00	.00
OPERATING EXPENSES						
0153950 531000 PROF SERV	.00	.00	.00	.00	.00	.00
0153950 534000 CONTRACTS	.00	.00	.00	.00	.00	.00
0153950 541000 COMMUNICAT	.00	.00	.00	.00	.00	.00
0153950 542000 FRGT/POSTG	.00	.00	.00	.00	.00	.00
0153950 543000 UTILITIES	2,500.00	2,500.00	2,000.00	2,000.00	2,000.00	.00
0153950 544000 RENTS/LEAS	150.00	150.00	150.00	150.00	150.00	.00
0153950 546000 REPAIRS	6,105.00	6,105.00	6,105.00	6,105.00	6,105.00	.00
0153950 549000 OTHER CHGS	.00	.00	.00	.00	.00	.00
0153950 552000 OPERATING	2,805.00	2,805.00	2,805.00	2,805.00	2,805.00	.00
0153950 553000 RD SUPPLY	.00	.00	.00	.00	.00	.00
60 TOTAL OPERATING EXPENSES	11,560.00	11,560.00	11,060.00	11,060.00	11,060.00	.00
CAPITAL OUTLAY						
0153950 563000 INFRASTRUC	.00	.00	.00	.00	.00	.00
0153950 563001 INFRASTRUC	.00	.00	.00	.00	.00	.00
0153950 564000 EQUIPMENT	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	.00	9,500.00	9,500.00	9,500.00	9,500.00	.00
TOTAL CEMETERY	11,560.00	21,060.00	20,560.00	20,560.00	20,560.00	.00



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PROJECTION: 2020 FY 2020 BUDGET ENTRY

GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0157283 PARKS						
10 PERSONAL SERVICES						
0157283 512000 REG SAL	204,874.00	236,198.00	240,891.00	240,891.00	240,891.00	.00
0157283 514000 OVERTIME	2,907.00	2,379.00	2,379.00	2,379.00	2,379.00	.00
0157283 521000 FICA	3,940.00	4,348.00	4,412.00	4,412.00	4,412.00	.00
0157283 522000 RETIREMENT	17,008.00	22,315.00	22,766.00	22,766.00	22,766.00	.00
0157283 523000 LIF/HEALTH	100,116.00	82,622.00	82,671.00	82,671.00	87,033.00	.00
0157283 525000 UNEMPLOYMT	.00	.00	.00	.00	.00	.00
30 TOTAL PERSONAL SERVICES	328,845.00	347,862.00	353,119.00	353,119.00	357,481.00	.00
60 TOTAL OPERATING EXPENSES						
0157283 531000 PROF SERV	.00	.00	.00	.00	.00	.00
0157283 534000 CONT SERV	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	.00
0157283 540000 TRAVEL	600.00	600.00	600.00	600.00	600.00	.00
0157283 543000 UTL/RECLGT	.00	.00	.00	.00	.00	.00
0157283 543100 UTL/LLEAG	2,000.00	2,000.00	1,000.00	1,000.00	1,000.00	.00
0157283 544000 RENTS/LEAS	16,529.00	16,529.00	16,529.00	16,529.00	3,029.00	.00
0157283 546000 R&M	60,000.00	60,000.00	60,000.00	60,000.00	45,000.00	.00
0157283 547000 PRINTING	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	.00
0157283 549000 OTHER CHGS	.00	.00	.00	.00	.00	.00
0157283 551000 OFFICE SPL	500.00	500.00	500.00	500.00	500.00	.00
0157283 552000 OPERATING	59,241.00	59,241.00	59,241.00	59,241.00	39,241.00	.00
0157283 553000 RD SUPPLY	200.00	200.00	200.00	200.00	200.00	.00
0157283 554000 BKS/MBRSHP	200.00	200.00	200.00	200.00	200.00	.00
0157283 555000 TRAINING	2,050.00	2,050.00	2,050.00	2,050.00	2,050.00	.00
60 TOTAL OPERATING EXPENSES	156,120.00	156,120.00	155,120.00	155,120.00	106,620.00	.00
CAPITAL OUTLAY						
0157283 561000 LAND	.00	.00	.00	.00	.00	.00
0157283 563000 INFRASTRUC	.00	.00	.00	.00	.00	.00
0157283 564000 EQUIPMENT	13,795.00	13,000.00	14,860.00	14,860.00	14,860.00	.00
TOTAL CAPITAL OUTLAY	13,795.00	13,000.00	14,860.00	14,860.00	14,860.00	.00
TOTAL PARKS	498,760.00	516,982.00	523,099.00	523,099.00	478,961.00	.00



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PROJECTION: 2020 FY 2020 BUDGET ENTRY FOR PERIOD 99

GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0154183 MEDIAN MAINTENANCE						
30 OPERATING EXPENSES						
0154183 534000 CONTRACTS	218,557.00	137,437.00	137,437.00	137,437.00	137,437.00	.00
0154183 546000 R&M	.00	45,000.00	45,000.00	45,000.00	45,000.00	.00
TOTAL OPERATING EXPENSES	218,557.00	182,437.00	182,437.00	182,437.00	182,437.00	.00
60 CAPITAL OUTLAY						
0154183 563000 INFRASTRUC	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
TOTAL MEDIAN MAINTENANCE	218,557.00	182,437.00	182,437.00	182,437.00	182,437.00	.00



PROJECTION: 2020 FY 2020 BUDGET ENTRY

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GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0151764 CAP LEASE/BACKHOE-JETTER-TORO						
70 DEBT SERVICE						
0151764 571000 CAP LEASE	68,751.00	67,143.00	69,788.00	69,788.00	69,788.00	.00
0151764 572000 EQUIP PURC	8,813.00	10,424.00	7,779.00	7,779.00	7,779.00	.00
TOTAL DEBT SERVICE	560,514.00	77,567.00	77,567.00	77,567.00	77,567.00	.00
TOTAL CAP LEASE/BACKHOE-JETT	77,564.00	77,567.00	77,567.00	77,567.00	77,567.00	.00



GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0154161 ENGINEERING						
10 PERSONAL SERVICES						
0154161 512000 REG SAL	.00	.00	.00	.00	.00	.00
0154161 514000 OVERTIME	.00	.00	.00	.00	.00	.00
0154161 521000 FICA	.00	.00	.00	.00	.00	.00
0154161 522000 RETIREMENT	.00	.00	.00	.00	.00	.00
0154161 523000 LIF/HEALTH	.00	.00	.00	.00	.00	.00
0154161 525000 UNEMPLOYMT	.00	.00	.00	.00	.00	.00
TOTAL PERSONAL SERVICES	67,730.00	.00	.00	.00	.00	.00
30 OPERATING EXPENSES						
0154161 531000 PE903 PROF SERV	25,850.00	33,850.00	73,850.00	73,850.00	40,000.00	.00
0154161 531000 PROF SERV	.00	.00	.00	.00	.00	.00
0154161 531001 ENG SER/CM	.00	.00	150,000.00	150,000.00	100,000.00	.00
0154161 531002 ENG SER/BD	.00	.00	.00	.00	.00	.00
0154161 531003 ENG SER/PW	.00	.00	.00	.00	.00	.00
0154161 531004 ENG SER/RC	.00	.00	.00	.00	.00	.00
0154161 531005 ENG SER/CD	.00	.00	.00	.00	.00	.00
0154161 534000 CONT SERV	8,000.00	.00	.00	.00	.00	.00
0154161 540000 TRAVEL	500.00	500.00	900.00	900.00	900.00	.00
0154161 544000 RENTS/LEAS	.00	.00	.00	.00	.00	.00
0154161 546000 R&M	1,000.00	1,000.00	1,500.00	1,500.00	1,500.00	.00
0154161 547000 PRINTING	100.00	100.00	100.00	100.00	100.00	.00
0154161 547001 NPDES	.00	.00	500.00	500.00	500.00	.00
0154161 551000 OFFICE SPL	1,200.00	1,200.00	700.00	700.00	700.00	.00
0154161 552000 OPERATING	3,325.00	3,325.00	3,950.00	3,950.00	3,950.00	.00
0154161 553000 ROAD MAT	.00	.00	.00	.00	.00	.00
0154161 554000 BKS/SBSCR	200.00	200.00	2,000.00	2,000.00	2,000.00	.00
0154161 555000 TRAINING	1,900.00	1,900.00	750.00	750.00	750.00	.00
TOTAL OPERATING EXPENSES	42,075.00	42,075.00	234,250.00	234,250.00	150,400.00	.00
60 CAPITAL OUTLAY						
0154161 563000 INFRASTRUC	.00	.00	.00	.00	.00	.00
0154161 564000 EQUIPMENT	.00	.00	30,000.00	30,000.00	30,000.00	.00
TOTAL CAPITAL OUTLAY	.00	.00	30,000.00	30,000.00	30,000.00	.00
TOTAL ENGINEERING	42,075.00	42,075.00	264,250.00	264,250.00	180,400.00	.00

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PROJECTION: 2020 FY 2020 BUDGET ENTRY

FOR PERIOD 99

GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0157180 LIBRARY						
10 PERSONAL SERVICES						
0157180 512000 REG SAL	280,511.00	297,683.00	335,687.00	335,687.00	321,579.00	.00
0157180 514000 OVERTIME	.00	.00	.00	.00	.00	.00
0157180 521000 FICA	7,301.00	7,765.00	8,844.00	8,844.00	9,499.00	.00
0157180 522000 RETIREMENT	22,585.00	26,013.00	29,424.00	29,424.00	25,926.00	.00
0157180 523000 LIF/HEALTH	56,995.00	57,873.00	78,595.00	78,595.00	61,168.00	.00
0157180 525000 UNEMPLOYMT	.00	.00	.00	.00	.00	.00
30 TOTAL PERSONAL SERVICES	377,392.00	389,334.00	452,550.00	452,550.00	418,172.00	.00
OPERATING EXPENSES						
0157180 534000 CONT SERV	.00	.00	17,700.00	17,700.00	17,700.00	.00
0157180 540000 TRAVEL	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	.00
0157180 541000 COMMUNICAT	.00	.00	600.00	600.00	600.00	.00
0157180 542000 PRGT/POSTG	100.00	100.00	100.00	100.00	100.00	.00
0157180 543000 UTILITIES	25,000.00	25,020.00	25,000.00	25,000.00	22,200.00	.00
0157180 544000 RENTS/LEAS	.00	.00	.00	.00	.00	.00
0157180 546000 R&M	400.00	700.00	7,600.00	7,600.00	7,600.00	.00
0157180 546001 R&M/FAC	.00	.00	.00	.00	.00	.00
0157180 547000 PRINTING	500.00	500.00	600.00	600.00	600.00	.00
0157180 548000 PROMOTIONS	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	.00
0157180 549000 OTH CHGS	200.00	200.00	200.00	200.00	200.00	.00
0157180 551000 OFFICE SPL	.00	.00	.00	.00	.00	.00
0157180 552000 OPERATING	7,220.00	5,020.00	5,000.00	5,000.00	5,000.00	.00
0157180 552001 OPR/FAC	.00	.00	.00	.00	.00	.00
0157180 554000 BKS/SBSCR	3,500.00	3,600.00	1,574.00	1,574.00	1,574.00	.00
0157180 555000 TRAINING	50.00	50.00	.00	.00	.00	.00
60 TOTAL OPERATING EXPENSES	40,470.00	38,690.00	61,874.00	61,874.00	59,074.00	.00
CAPITAL OUTLAY						
0157180 562000 BUILDING	.00	.00	.00	.00	.00	.00
0157180 564000 EQUIPMENT	4,686.00	135,000.00	.00	.00	.00	.00
0157180 564002 EQUIP/MEDI	.00	.00	1,525.00	1,525.00	1,525.00	.00
0157180 566000 LBRY BKS	48,000.00	49,500.00	34,500.00	34,500.00	34,500.00	.00
TOTAL CAPITAL OUTLAY	52,686.00	184,500.00	36,025.00	36,025.00	36,025.00	.00
TOTAL LIBRARY	460,548.00	612,524.00	550,449.00	550,449.00	513,271.00	.00

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PROJECTION: 2020 FY 2020 BUDGET ENTRY

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GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0157233 LEONARD DESTIN PARK						
10 PERSONAL SERVICES						
0157233 512000 SALARIES	27,685.00	13,843.00	27,685.00	27,685.00	27,685.00	.00
0157233 514000 OVERTIME	.00	.00	.00	.00	.00	.00
0157233 521000 FICA	401.00	200.00	401.00	401.00	401.00	.00
0157233 522000 RET CON	3,461.00	1,730.00	3,461.00	3,461.00	3,461.00	.00
0157233 523000 LIF/HEALTH	20,146.00	10,073.00	20,146.00	20,146.00	20,146.00	.00
0157233 525000 UNEMPLOYMT	.00	.00	.00	.00	.00	.00
30 TOTAL PERSONAL SERVICES	104,379.00	25,846.00	51,693.00	51,693.00	51,693.00	.00
OPERATING EXPENSES						
0157233 531000 PROF SERV	.00	.00	.00	.00	.00	.00
0157233 534000 CONTRACTS	7,350.00	3,750.00	7,350.00	7,350.00	7,350.00	.00
0157233 540000 TRAVEL	.00	.00	.00	.00	.00	.00
0157233 543000 UTILITIES	8,335.00	4,200.00	8,335.00	8,335.00	8,335.00	.00
0157233 544000 RENTS/LEAS	.00	.00	.00	.00	.00	.00
0157233 546000 R&M	4,958.00	2,480.00	4,958.00	4,958.00	4,958.00	.00
0157233 547000 PRINTING	.00	.00	.00	.00	.00	.00
0157233 549000 OTHER CHGS	.00	.00	.00	.00	.00	.00
0157233 551000 OFFICE SPL	.00	.00	.00	.00	.00	.00
0157233 552000 OPERATING	10,900.00	5,450.00	10,900.00	10,900.00	10,900.00	.00
0157233 553000 ROAD MAT.	.00	.00	.00	.00	.00	.00
0157233 554000 BKS/SBSCR	.00	.00	.00	.00	.00	.00
0157233 555000 TRAINING	.00	.00	.00	.00	.00	.00
60 TOTAL OPERATING EXPENSES	31,543.00	15,880.00	31,543.00	31,543.00	31,543.00	.00
CAPITAL OUTLAY						
0157233 561000 LAND	.00	.00	.00	.00	.00	.00
0157233 562000 BUILDING	.00	.00	.00	.00	.00	.00
0157233 563000 INFRAS	.00	.00	.00	.00	.00	.00
0157233 564000 EQUIPMENT	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
TOTAL LEONARD DESTIN PARK	83,236.00	41,726.00	83,236.00	83,236.00	83,236.00	.00



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GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0157284 SPORTS COMPLEX						
10 PERSONAL SERVICES						
0157284 512000 REG SAL	297,126.00	275,529.00	307,013.00	307,013.00	279,443.00	.00
0157284 514000 OVERTIME	14,604.00	9,287.00	9,287.00	9,287.00	9,287.00	.00
0157284 521000 FICA	7,465.00	7,047.00	7,497.00	7,497.00	7,097.00	.00
0157284 522000 RETIREMENT	26,432.00	26,624.00	30,471.00	30,471.00	27,025.00	.00
0157284 523000 LIF/HEALTH	113,468.00	86,325.00	106,966.00	106,966.00	90,922.00	.00
0157284 525000 UNEMPLOYMT	.00	.00	.00	.00	.00	.00
30 TOTAL PERSONAL SERVICES	472,890.00	404,812.00	461,234.00	461,234.00	413,774.00	.00
60 TOTAL OPERATING EXPENSES						
0157284 531000 PROF SERV	.00	.00	.00	.00	.00	.00
0157284 534000 CONTRACTS	.00	.00	.00	.00	.00	.00
0157284 534002 SPORTS OFF	37,390.00	37,390.00	37,390.00	37,390.00	20,018.00	.00
0157284 535000 INVESTIG	4,400.00	4,400.00	4,400.00	4,400.00	4,400.00	.00
0157284 540000 TRAVEL	2,050.00	2,050.00	2,050.00	2,050.00	2,050.00	.00
0157284 541000 COMMUNICAT	.00	.00	.00	.00	.00	.00
0157284 542000 PRGT/POSTG	750.00	750.00	750.00	750.00	750.00	.00
0157284 543000 UTILITIES	35,000.00	35,000.00	35,000.00	35,000.00	30,000.00	.00
0157284 544000 RENTS/LEAS	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	.00
0157284 546000 R&M	36,185.00	36,185.00	36,185.00	36,185.00	36,185.00	.00
0157284 546001 R&M/VEH	880.00	880.00	880.00	880.00	880.00	.00
0157284 547000 PRINTING	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	.00
0157284 548000 PROMOTIONS	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	.00
0157284 549000 OTHER CHGS	.00	.00	.00	.00	.00	.00
0157284 551000 OFFICE SPL	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	.00
0157284 552000 OPERATING	39,326.00	39,326.00	39,326.00	39,326.00	39,326.00	.00
0157284 552001 OPR/LEAGUE	18,200.00	18,200.00	18,200.00	18,200.00	18,200.00	.00
0157284 553000 RD SUPPLY	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	.00
0157284 554000 BKS/SBSCRPT	620.00	620.00	620.00	620.00	620.00	.00
0157284 555000 TRAINING	2,335.00	2,335.00	2,335.00	2,335.00	2,335.00	.00
60 TOTAL OPERATING EXPENSES	195,636.00	195,636.00	195,636.00	195,636.00	173,264.00	.00
CAPITAL OUTLAY						
0157284 563000 INFRASTRUC	3,000.00	113,000.00	113,000.00	113,000.00	31,000.00	.00



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GENERAL FUND		2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0157284	564000	EQUIPMENT	29,000.00	28,500.00	28,500.00	8,500.00	.00
		TOTAL CAPITAL OUTLAY	32,000.00	141,500.00	141,500.00	39,500.00	.00
		TOTAL SPORTS COMPLEX	686,731.00	798,370.00	798,370.00	626,538.00	.00



GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0157285 RECREATION						
10 PERSONAL SERVICES						
0157285 512000 REG SAL	139,900.00	114,818.00	110,515.00	110,515.00	110,515.00	.00
0157285 514000 OVERTIME	.00	.00	.00	.00	.00	.00
0157285 521000 FICA	3,839.00	3,204.00	3,142.00	3,142.00	3,142.00	.00
0157285 522000 RETIREMENT	11,064.00	10,103.00	9,380.00	9,380.00	9,380.00	.00
0157285 522001 401a	.00	.00	.00	.00	.00	.00
0157285 523000 LIF/HEALTH	37,564.00	28,187.00	28,249.00	28,249.00	29,723.00	.00
0157285 525000 UNEMPLOYMT	.00	.00	.00	.00	.00	.00
30 TOTAL PERSONAL SERVICES OPERATING EXPENSES	224,367.00	156,312.00	151,286.00	151,286.00	152,760.00	.00
0157285 531000 PROF SERV	.00	.00	.00	.00	.00	.00
0157285 534000 CONTRACTS	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	.00
0157285 534002 SPORTS OFF	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	.00
0157285 535000 INVESTIG	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	.00
0157285 540000 TRAVEL	4,122.00	4,122.00	4,122.00	4,122.00	4,122.00	.00
0157285 541000 COMMUNICAT	.00	.00	.00	.00	.00	.00
0157285 542000 FRGT/POSTG	1,200.00	1,500.00	1,500.00	1,500.00	1,500.00	.00
0157285 543000 UTILITIES	.00	.00	.00	.00	.00	.00
0157285 544000 RENTS/LEAS	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	.00
0157285 546000 R&M	23,220.00	48,220.00	48,220.00	48,220.00	28,220.00	.00
0157285 547000 PRINTING	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	.00
0157285 548000 PROMOTIONS	1,980.00	1,980.00	1,980.00	1,980.00	1,980.00	.00
0157285 549000 OTHER CHGS	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	.00
0157285 551000 OFFICE SPL	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	.00
0157285 552000 OPERATING	36,757.00	36,757.00	36,757.00	36,757.00	26,493.00	.00
0157285 552000 RC705 OPERATING	.00	.00	.00	.00	.00	.00
0157285 552001 OPR/LEAGUE	8,900.00	8,900.00	8,900.00	8,900.00	3,900.00	.00
0157285 553000 RD SUPPLY	272.00	272.00	272.00	272.00	272.00	.00
0157285 554000 BKS/SBSCR	1,830.00	1,830.00	1,830.00	1,830.00	1,830.00	.00
0157285 555000 TRAINING	4,363.00	4,363.00	4,363.00	4,363.00	4,363.00	.00
60 TOTAL OPERATING EXPENSES CAPITAL OUTLAY	119,044.00	144,344.00	144,344.00	144,344.00	109,080.00	.00
0157285 561000 LAND	.00	.00	.00	.00	.00	.00



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0157285 562000 BUILDING	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	.00
0157285 563000 INFRASTRUC	.00	.00	.00	.00	.00	.00
0157285 564000 EQUIPMENT	16,500.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	23,500.00	7,000.00	7,000.00	7,000.00	7,000.00	.00
TOTAL RECREATION	334,911.00	307,656.00	302,630.00	302,630.00	268,840.00	.00

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GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0157291 BEACH OPERATIONS						
10 PERSONAL SERVICES						
0157291 512000 SALARIES	212,470.00	171,691.00	190,062.00	190,062.00	190,062.00	.00
0157291 514000 OVERTIME	.00	.00	.00	.00	.00	.00
0157291 521000 FICA	5,888.00	2,490.00	2,679.00	2,679.00	2,679.00	.00
0157291 522000 RET CON	20,531.00	21,079.00	22,653.00	22,653.00	22,653.00	.00
0157291 522001 401a	.00	.00	.00	.00	.00	.00
0157291 523000 LIF/HEALTH	68,495.00	42,817.00	42,966.00	42,966.00	42,966.00	.00
0157291 525000 UNEMPLOYMT	.00	.00	.00	.00	.00	.00
30 TOTAL PERSONAL SERVICES	344,277.00	238,077.00	258,360.00	258,360.00	258,360.00	.00
OPERATING EXPENSES						
0157291 531000 PROF SERV	.00	.00	.00	.00	.00	.00
0157291 534000 CONTRACTS	21,500.00	21,500.00	31,500.00	31,500.00	31,500.00	.00
0157291 540000 TRAVEL	.00	.00	2,000.00	2,000.00	2,000.00	.00
0157291 541000 COMMUNICAT	.00	.00	.00	.00	.00	.00
0157291 542000 PRGT/POSTG	.00	.00	.00	.00	.00	.00
0157291 543000 UTILITIES	20,000.00	13,666.00	21,000.00	21,000.00	21,000.00	.00
0157291 544000 RENTS/LEAS	950.00	950.00	1,000.00	1,000.00	1,000.00	.00
0157291 545000 RM INSUR	13,426.00	13,904.00	24,000.00	24,000.00	24,000.00	.00
0157291 546000 R&M	65,140.00	72,624.00	45,124.00	45,124.00	45,124.00	.00
0157291 547000 PRINTING	1,345.00	1,345.00	1,345.00	1,345.00	1,345.00	.00
0157291 548000 PROMOTIONS	.00	.00	.00	.00	.00	.00
0157291 549000 OTHER CHGS	.00	.00	.00	.00	.00	.00
0157291 551000 OFFICE SPL	.00	.00	.00	.00	.00	.00
0157291 552000 OPERATING	61,500.00	67,015.00	44,671.00	44,671.00	44,671.00	.00
0157291 553000 ROAD MAT.	2,000.00	2,000.00	.00	.00	.00	.00
0157291 554000 BKS/SBSCR	.00	.00	.00	.00	.00	.00
0157291 555000 TRAINING	.00	.00	.00	.00	.00	.00
60 TOTAL OPERATING EXPENSES	185,861.00	193,004.00	170,640.00	170,640.00	170,640.00	.00
CAPITAL OUTLAY						
0157291 561000 LAND	.00	.00	.00	.00	.00	.00
0157291 562000 BUILDING	.00	.00	.00	.00	.00	.00
0157291 563000 INFRASTRUC	27,380.00	27,380.00	30,000.00	30,000.00	30,000.00	.00



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GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0157291 564000 EQUIPMENT	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	27,380.00	27,380.00	30,000.00	30,000.00	30,000.00	.00
TOTAL BEACH OPERATIONS	520,625.00	458,461.00	459,000.00	459,000.00	459,000.00	.00



GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0157587 COMMUNITY CENTER						
10 PERSONAL SERVICES						
0157587 512000 REG SAL	248,646.00	312,939.00	349,496.00	349,496.00	320,411.00	.00
0157587 514000 OVERTIME	3,031.00	3,985.00	3,985.00	3,985.00	3,985.00	.00
0157587 521000 FICA	6,265.00	7,284.00	7,893.00	7,893.00	7,471.00	.00
0157587 522000 RETIREMENT	24,959.00	30,879.00	35,144.00	35,144.00	31,508.00	.00
0157587 523000 LIF/HEALTH	90,310.00	83,811.00	104,497.00	104,497.00	88,267.00	.00
30 TOTAL PERSONAL SERVICES OPERATING EXPENSES	373,211.00	438,898.00	501,015.00	501,015.00	451,642.00	.00
0157587 531000 PROF SERV	.00	.00	.00	.00	.00	.00
0157587 534000 CONTRACTS	19,000.00	19,000.00	19,000.00	19,000.00	19,000.00	.00
0157587 535000 INVESTIG	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	.00
0157587 540000 TRAVEL	700.00	700.00	700.00	700.00	700.00	.00
0157587 541000 COMMUNICAT	.00	.00	.00	.00	.00	.00
0157587 542000 FRGT/POSTG	400.00	400.00	400.00	400.00	400.00	.00
0157587 543000 UTILITIES	47,000.00	47,000.00	35,000.00	35,000.00	35,000.00	.00
0157587 544000 RENTS/LEAS	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	.00
0157587 546000 R&M	44,000.00	44,000.00	44,000.00	44,000.00	34,000.00	.00
0157587 546002 R&M/VEH	.00	.00	.00	.00	.00	.00
0157587 547000 PRINTING	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	.00
0157587 548000 PROMOTIONS	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	.00
0157587 549000 OTHER CHGS	.00	.00	.00	.00	.00	.00
0157587 549900 OTHR/FRAUD	.00	.00	.00	.00	.00	.00
0157587 551000 OFFICE SPL	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	.00
0157587 552000 OPERATING	28,700.00	28,700.00	28,700.00	28,700.00	28,700.00	.00
0157587 554000 BKS/SBSCRIP	750.00	750.00	750.00	750.00	750.00	.00
0157587 555000 TRAINING	900.00	900.00	1,100.00	1,100.00	1,100.00	.00
60 TOTAL OPERATING EXPENSES CAPITAL OUTLAY	159,350.00	159,350.00	147,550.00	147,550.00	137,550.00	.00
0157587 562000 BUILDING	.00	.00	.00	.00	.00	.00
0157587 563000 INFRASTRUC	108,629.00	108,350.00	108,350.00	108,350.00	88,350.00	.00
0157587 564000 EQUIPMENT	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY TOTAL COMMUNITY CENTER	108,629.00 641,190.00	108,350.00 706,598.00	108,350.00 756,915.00	108,350.00 756,915.00	88,350.00 677,542.00	.00 .00



GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0157486 SPECIAL EVENTS						
30 OPERATING EXPENSES						
0157486 531000 PROF SERV	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	.00
0157486 534000 CONTRACTS	35,000.00	38,000.00	35,000.00	35,000.00	37,500.00	.00
0157486 544000 RENTS/LEAS	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	.00
0157486 546000 R&M	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	.00
0157486 547000 PRINTING	400.00	400.00	400.00	400.00	400.00	.00
0157486 548000 PROMOTIONS	8,250.00	8,250.00	8,250.00	8,250.00	8,250.00	.00
0157486 549000 OTHER CHGS	.00	.00	.00	.00	.00	.00
0157486 552000 OPERATING	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	.00
0157486 554000 BKS/SBSCR	500.00	500.00	500.00	500.00	500.00	.00
0157486 555000 TRAINING	.00	.00	.00	.00	.00	.00
60 TOTAL OPERATING EXPENSES	81,530.00	57,150.00	54,150.00	54,150.00	56,650.00	.00
80 CAPITAL OUTLAY						
0157486 564000 EQUIPMENT	.00	.00	.00	.00	.00	.00
80 TOTAL CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
0157486 582000 CONTRIBUTE	.00	.00	.00	.00	.00	.00
80 TOTAL GRANTS & AIDS	.00	.00	.00	.00	.00	.00
80 TOTAL SPECIAL EVENTS	54,150.00	57,150.00	54,150.00	54,150.00	56,650.00	.00



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GENERAL FUND 2018 REVISED BUD 2019 REVISED BUD 2020 DEPARTMENT 2020 BUD COMM. 2020 CITY MGR 2020 COUNCIL

0151720	2015A REFUNDING REVENUE NOTE						
70	DEBT SERVICE						
0151720	571000	2015A PRIN	325,000.00	335,000.00	344,000.00	344,000.00	.00
0151720	572000	2015A INT	132,154.00	123,211.00	114,011.00	114,011.00	.00
0151720	573000	2015A OTHR	.00	.00	.00	.00	.00
	TOTAL DEBT SERVICE		457,154.00	458,211.00	458,011.00	458,011.00	.00
	TOTAL 2015A REFUNDING REVENU		457,154.00	458,211.00	458,011.00	458,011.00	.00



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GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0158090 REPAIR & REPLACEMENT						
30 OPERATING EXPENSES						
0158090 546000 R&M	.00	.00	60,000.00	60,000.00	60,000.00	.00
TOTAL OPERATING EXPENSES	.00	.00	60,000.00	60,000.00	60,000.00	.00
90 OTHER USES						
0158090 599000 CONTING	.00	.00	80,000.00	80,000.00	80,000.00	.00
TOTAL OTHER USES	.00	.00	80,000.00	80,000.00	80,000.00	.00
TOTAL REPAIR & REPLACEMENT	.00	.00	140,000.00	140,000.00	140,000.00	.00



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GENERAL FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
0158188 INTERFUND TRANSFERS						
90 OTHER USES						
0158188 591000 TRSFR CIP	2,679,698.00	2,333,901.00	.00	850,000.00	878,196.00	.00
0158188 591102 TRSFR 102	130,015.00	69,185.00	.00	.00	.00	.00
0158188 591110 TRSFR #110	.00	.00	.00	.00	.00	.00
0158188 591310 TRSFR GAS	654,000.00	703,000.00	738,150.00	738,150.00	714,617.00	.00
TOTAL OTHER USES	3,463,713.00	3,106,086.00	738,150.00	1,588,150.00	1,592,813.00	.00
TOTAL INTERFUND TRANSFERS	3,463,713.00	3,106,086.00	738,150.00	1,588,150.00	1,592,813.00	.00
TOTAL GENERAL FUND	321,468.00	-90,000.00	10,476,146.00	10,596,146.00	.00	.00

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SPECIAL REVENUE FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
101300 REVENUE						
31 TAXES						
101300 315000 TELECOMM	-954,500.00	-923,987.00	-915,000.00	-915,000.00	-890,041.00	.00
32 TOTAL TAXES	-954,500.00	-923,987.00	-915,000.00	-915,000.00	-890,041.00	.00
32 PERMITS, FEES, ASMNTS						
101300 323100 ELEC FRAN	.00	.00	.00	.00	.00	.00
33 TOTAL PERMITS, FEES, ASMNTS	.00	.00	.00	.00	.00	.00
33 INTERGOVERNMENTAL RE						
101300 335180 1/2 CENT	-1,230,000.00	-1,277,124.00	-1,300,000.00	-1,300,000.00	-1,356,132.00	.00
36 TOTAL INTERGOVERNMENTAL RE	-1,230,000.00	-1,277,124.00	-1,300,000.00	-1,300,000.00	-1,356,132.00	.00
36 MISC REVENUE						
101300 361100 INTEREST	-200.00	-300.00	-300.00	-300.00	-300.00	.00
101300 369000 MISC REV	.00	.00	.00	.00	.00	.00
38 TOTAL MISC REVENUE	-200.00	-300.00	-300.00	-300.00	-300.00	.00
38 OTHER SOURCES						
101300 381000 TRANSFERS	.00	.00	.00	.00	.00	.00
TOTAL OTHER SOURCES	.00	.00	.00	.00	.00	.00
TOTAL REVENUE	-2,184,700.00	-2,201,411.00	-2,215,300.00	-2,215,300.00	-2,246,473.00	.00



SPECIAL REVENUE FUND		2018	2019	2020	2020	2020	2020
		REVISED BUD	REVISED BUD	DEPARTMENT	BUD COMM.	CITY MGR	COUNCIL
10158188	INTERFUND TRANSFER						
90	OTHER USES						
10158188	591000 TRSR DEBT	558,324.00	557,586.00	556,827.00	556,827.00	556,827.00	.00
10158188	591001 TRSR GEN	1,811,501.00	1,643,825.00	1,658,173.00	1,658,173.00	1,689,646.00	.00
	TOTAL OTHER USES	2,369,825.00	2,201,411.00	2,215,000.00	2,215,000.00	2,246,473.00	.00
	TOTAL INTERFUND TRANSFER	2,369,825.00	2,201,411.00	2,215,000.00	2,215,000.00	2,246,473.00	.00
	TOTAL SPECIAL REVENUE FUND	185,125.00	.00	-300.00	-300.00	.00	.00

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CRA TOWNCENTER		2018	2019	2020	2020	2020	2020
		REVISED BUD	REVISED BUD	DEPARTMENT	BUD COMM.	CITY MGR	COUNCIL
102300	COMMUNITY REDEVELOPMENT AGENCY						
31	TAXES						
102300	311101 TIF/CNTY	-495,870.00	-556,902.00	-611,852.00	-610,328.00	-610,328.00	.00
102300	311102 TIF/CITY	-209,051.00	-234,780.00	-257,947.00	-257,304.00	-257,304.00	.00
33	TOTAL TAXES	-704,921.00	-791,682.00	-869,799.00	-867,632.00	-867,632.00	.00
	INTERGOVERNMENTAL RE						
102300	334490 EN614 FDOT	.00	.00	.00	.00	.00	.00
102300	337400 EN614 LCL GOV'T	.00	.00	.00	.00	.00	.00
36	TOTAL INTERGOVERNMENTAL RE	.00	.00	.00	.00	.00	.00
	MISC REVENUE						
102300	361100 INTEREST	-100.00	-100.00	-150.00	-150.00	-150.00	.00
102300	361300 NET INC	.00	.00	.00	.00	.00	.00
38	TOTAL MISC REVENUE	-100.00	-100.00	-150.00	-150.00	-150.00	.00
	OTHER SOURCES						
102300	381000 TRANSFERS	.00	.00	.00	.00	.00	.00
102300	384000 LOAN PROCE	.00	.00	.00	.00	.00	.00
	TOTAL OTHER SOURCES	.00	.00	.00	.00	.00	.00
	TOTAL COMMUNITY REDEVELOPMEN	-705,021.00	-791,782.00	-869,949.00	-867,782.00	-867,782.00	.00





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CRA TOWNCENTER	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
10255231 CRA TOWNCENTER						
10 PERSONAL SERVICES						
10255231 512000 REG SAL	8,861.00	9,222.00	9,406.00	9,406.00	9,406.00	.00
10255231 514000 OVERTIME	.00	.00	.00	.00	.00	.00
10255231 521000 FICA	102.00	102.00	102.00	102.00	102.00	.00
10255231 522000 RETIREMENT	1,108.00	1,153.00	1,176.00	1,176.00	1,176.00	.00
10255231 523000 LIF/HEALTH	4,602.00	4,124.00	4,127.00	4,127.00	4,354.00	.00
TOTAL PERSONAL SERVICES	14,673.00	14,601.00	14,811.00	14,811.00	15,038.00	.00
30 OPERATING EXPENSES						
10255231 531000 PROF SERV	.00	.00	.00	.00	.00	.00
10255231 534000 CONTRACTS	60,210.00	60,210.00	60,210.00	60,210.00	60,210.00	.00
10255231 540000 TRAVEL	.00	.00	.00	.00	.00	.00
10255231 541000 COMMUNICAT	.00	.00	.00	.00	.00	.00
10255231 542000 PRGT/POSTG	.00	.00	.00	.00	.00	.00
10255231 543000 UTILITIES	13,000.00	13,000.00	10,000.00	10,000.00	10,000.00	.00
10255231 546000 R&M	13,800.00	13,800.00	13,800.00	13,800.00	13,800.00	.00
10255231 546001 R&M	.00	.00	.00	.00	.00	.00
10255231 547000 PRINTING	.00	.00	.00	.00	.00	.00
10255231 548000 PROMOTIONS	.00	.00	.00	.00	.00	.00
10255231 549000 OTHER CHGS	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	.00
10255231 551000 OFFICE SPL	.00	.00	.00	.00	.00	.00
10255231 552000 OPERATING	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	.00
10255231 554000 BKS/SBSCR	336.00	335.00	335.00	335.00	335.00	.00
10255231 555000 TRAINING	.00	.00	.00	.00	.00	.00
TOTAL OPERATING EXPENSES	90,546.00	90,545.00	87,545.00	87,545.00	87,545.00	.00
60 CAPITAL OUTLAY						
10255231 563000 INFRASTRUC	.00	25,000.00	.00	.00	.00	.00
10255231 564000 EQUIPMENT	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL OUTLAY	.00	25,000.00	.00	.00	.00	.00
90 OTHER USES						
10255231 599000 CONTING	.00	.00	.00	.00	.00	.00



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CRA TOWNCENTER	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
TOTAL OTHER USES	105,219.00	130,146.00	102,356.00	102,356.00	102,583.00	.00
TOTAL CRA TOWNCENTER						.00



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CRA TOWNCENTER		2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
10258188	CRA TC INTERFUND TRSFPS						
90	OTHER USES						
10258188	591000 DS INTF TR	730,633.00	730,821.00	731,013.00	731,013.00	731,013.00	.00
10258188	591102 INTREND TR	.00	.00	.00	.00	.00	.00
TOTAL OTHER USES		730,633.00	730,821.00	731,013.00	731,013.00	731,013.00	.00
TOTAL CRA TC INTERFUND TRSFPS		730,633.00	730,821.00	731,013.00	731,013.00	731,013.00	.00
TOTAL CRA TOWNCENTER		130,831.00	69,185.00	-36,580.00	-34,413.00	-34,186.00	.00



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HARBOR CRA FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
110300 HARBOR CRA FUND						
31 TAXES						
110300 311101 TIEFF/CNTY	-270,838.00	-298,055.00	-319,124.00	-319,174.00	-319,174.00	.00
110300 311102 TIEFF/CITY	-270,838.00	-298,055.00	-319,124.00	-319,174.00	-319,174.00	.00
TOTAL TAXES	-541,676.00	-596,110.00	-638,248.00	-638,348.00	-638,348.00	.00
36 MISC REVENUE						
110300 361100 INTEREST	-200.00	-200.00	-200.00	-200.00	-200.00	.00
TOTAL MISC REVENUE	-200.00	-200.00	-200.00	-200.00	-200.00	.00
38 OTHER SOURCES						
110300 381000 TRANSFERS	.00	.00	.00	.00	.00	.00
110300 384000 HRBR LOAN	.00	.00	.00	.00	.00	.00
TOTAL OTHER SOURCES	.00	.00	.00	.00	.00	.00
TOTAL HARBOR CRA FUND	-541,876.00	-596,310.00	-638,448.00	-638,548.00	-638,548.00	.00



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HARBOR CRA FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
11055235 HARBOR CRA FUND						
10 PERSONAL SERVICES						
11055235 512000 REG SAL	56,251.00	58,525.00	58,220.00	58,220.00	58,220.00	.00
11055235 514000 OVERTIME	.00	.00	.00	.00	.00	.00
11055235 521000 FICA	446.00	460.00	456.00	456.00	456.00	.00
11055235 522000 RETIREMENT	7,031.00	7,316.00	7,277.00	7,277.00	7,277.00	.00
11055235 523000 LIF/HEALTH	8,655.00	8,991.00	8,991.00	8,991.00	9,449.00	.00
30 TOTAL PERSONAL SERVICES OPERATING EXPENSES	72,383.00	75,292.00	74,944.00	74,944.00	75,402.00	.00
11055235 531000 PROF SERV	.00	.00	.00	.00	.00	.00
11055235 534000 CONTRACTS	13,702.00	13,702.00	13,702.00	13,702.00	13,702.00	.00
11055235 540000 TRAVEL	.00	.00	.00	.00	.00	.00
11055235 541000 COMMUNICAT	.00	.00	.00	.00	.00	.00
11055235 542000 FRGT/POSTG	.00	.00	.00	.00	.00	.00
11055235 543000 UTILITIES	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	.00
11055235 544000 RENTS/LEAS	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	.00
11055235 545000 RM INSUR	.00	.00	.00	.00	.00	.00
11055235 546000 R&M	10,500.00	10,500.00	10,500.00	10,500.00	10,500.00	.00
11055235 546001 R&M	.00	.00	.00	.00	.00	.00
11055235 547000 PRINTING	.00	.00	.00	.00	.00	.00
11055235 548000 PROMOTIONS	.00	.00	.00	.00	.00	.00
11055235 549000 OTHER CHGS	.00	5,000.00	5,000.00	5,000.00	5,000.00	.00
11055235 551000 OFFICE SPL	.00	.00	.00	.00	.00	.00
11055235 552000 OPERATING	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	.00
11055235 553000 RD SUPPLY	.00	.00	.00	.00	.00	.00
11055235 554000 BKS/SBSCR	336.00	335.00	335.00	335.00	335.00	.00
11055235 555000 TRAINING	.00	.00	.00	.00	.00	.00
90 TOTAL OPERATING EXPENSES OTHER USES	38,038.00	43,037.00	43,037.00	43,037.00	43,037.00	.00
11055235 599000 CONTING	.00	.00	.00	.00	.00	.00
TOTAL OTHER USES	.00	.00	.00	.00	.00	.00
TOTAL HARBOR CRA FUND	110,421.00	118,329.00	117,981.00	117,981.00	118,439.00	.00



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CITY OF DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

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FOR PERIOD 99

PROJECTION: 2020 FY 2020 BUDGET ENTRY

HARBOR CRA FUND	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
11058188 HARBOR CRA INTERFUND TRANSFERS						
90 OTHER USES						
11058188 591000 INTFND TRS	474,201.00	475,833.00	568,788.00	568,788.00	568,788.00	.00
TOTAL OTHER USES	474,201.00	475,833.00	568,788.00	568,788.00	568,788.00	.00
TOTAL HARBOR CRA INTERFUND T	474,201.00	475,833.00	568,788.00	568,788.00	568,788.00	.00
TOTAL HARBOR CRA FUND	42,746.00	-2,148.00	48,321.00	48,221.00	48,679.00	.00



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PROJECTION: 2020 FY 2020 BUDGET ENTRY

FOR PERIOD 99

IMPACT/SPEC ASSMNTS		2018	2019	2020	2020	2020	2020
		REVISED BUD	REVISED BUD	DEPARTMENT	BUD COMM.	CITY MGR	COUNCIL
151300	IMPACT FEE REVENUE						
32	PERMITS, FEES, ASMNTS						
151300	324100 POLICE IMP	-2,000.00	-5,000.00	-3,000.00	-3,000.00	-3,000.00	.00
151300	324200 NPFB	-10,000.00	-10,000.00	-20,000.00	-20,000.00	-20,000.00	.00
151300	324200 TR618 NPFB	.00	.00	.00	.00	.00	.00
151300	324300 TRAF IMP	-100,000.00	-250,000.00	-300,000.00	-300,000.00	-300,000.00	.00
151300	324600 LIB IMP	-10,000.00	-20,000.00	-12,000.00	-12,000.00	-12,000.00	.00
151300	324601 REC IMP	-28,000.00	-50,000.00	-50,000.00	-50,000.00	-50,000.00	.00
151300	325100 MULTIMODEL	-50,000.00	.00	-100,000.00	-100,000.00	-100,000.00	.00
36	TOTAL PERMITS, FEES, ASMNTS	-200,000.00	-335,000.00	-485,000.00	-485,000.00	-485,000.00	.00
151300	MISC REVENUE						
151300	361100 INTEREST	-1,500.00	-2,000.00	-2,200.00	-2,200.00	-2,200.00	.00
151300	369100 OVER/UNDER	.00	.00	.00	.00	.00	.00
38	TOTAL MISC REVENUE	-1,500.00	-2,000.00	-2,200.00	-2,200.00	-2,200.00	.00
	OTHER SOURCES						
151300	381000 TRANSFERS	.00	.00	.00	.00	.00	.00
151300	383000 CAP LEASE	.00	.00	.00	.00	.00	.00
	TOTAL OTHER SOURCES	.00	.00	.00	.00	.00	.00
	TOTAL IMPACT FEE REVENUE	-201,500.00	-337,000.00	-487,200.00	-487,200.00	-487,200.00	.00



PROJECTION: 2020 FY 2020 BUDGET ENTRY FOR PERIOD 99

IMPACT/SPEC ASSMNTS	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
15158188 FUND TRANSFRS						
90 OTHER USES						
15158188 591000 TRANSFRS	121,335.00	.00	.00	.00	572,036.00	.00
TOTAL OTHER USES	221,335.00	.00	.00	.00	572,036.00	.00
TOTAL FUND TRANSFRS	121,335.00	.00	.00	.00	572,036.00	.00
TOTAL IMPACT/SPEC ASSMNTS	19,835.00	43,000.00	-487,200.00	-487,200.00	84,836.00	.00



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NEXT YEAR BUDGET LEVELS REPORT

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FOR PERIOD 99

PROJECTION: 2020 FY 2020 BUDGET ENTRY

HRBR CRA NOTE SINKING FND		2018	2019	2020	2020	2020	2020
		REVISED BUD	REVISED BUD	DEPARTMENT	BUD COMM.	CITY MGR	COUNCIL
209300	HRBRA CRA REVENUE						
36	MISC REVENUE						
209300	361100 INTEREST	.00	.00	.00	.00	.00	.00
38	TOTAL MISC REVENUE	.00	.00	.00	.00	.00	.00
	OTHER SOURCES						
209300	381000 TRANSFERS	-471,202.00	-475,833.00	-568,788.00	-568,788.00	-568,788.00	.00
	TOTAL OTHER SOURCES	-471,202.00	-475,833.00	-568,788.00	-568,788.00	-568,788.00	.00
	TOTAL HRBRA CRA REVENUE	-471,202.00	-475,833.00	-568,788.00	-568,788.00	-568,788.00	.00



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NEXT YEAR BUDGET LEVELS REPORT

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PROJECTION: 2020 FY 2020 BUDGET ENTRY

HRBR CRA NOTE SINKING FND		2018	2019	2020	2020	2020	2020
		REVISED BUD	REVISED BUD	DEPARTMENT	BUD COMM.	CITY MGR	COUNCIL
20951729 HRBR CRA NOTE DBT SER							
70 DEBT SERVICE							
20951729 571000	PRINCIPAL	326,457.00	340,361.00	442,981.00	442,981.00	442,981.00	.00
20951729 572000	INTEREST	146,755.00	135,472.00	125,807.00	125,807.00	125,807.00	.00
20951729 573000	OTHER COST	.00	.00	.00	.00	.00	.00
TOTAL DEBT SERVICE		2,010.00	475,833.00	568,788.00	568,788.00	568,788.00	.00
TOTAL HRBR CRA NOTE DBT SER		473,212.00	475,833.00	568,788.00	568,788.00	568,788.00	.00
TOTAL HRBR CRA NOTE SINKING		2,010.00	.00	.00	.00	.00	.00



2013 REFINANCING LOAN	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
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213300	2013 REFINANCING BOND					
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36	MISC REVENUE					
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213300	361100	INTEREST	.00	.00	.00	.00
38	TOTAL MISC REVENUE		.00	.00	.00	.00
	OTHER SOURCES					

213300	381000	TRANSFERS	-558,324.00	-556,827.00	-556,827.00	.00
213300	384000	BOND PROCD	.00	.00	.00	.00
	TOTAL OTHER SOURCES		-558,324.00	-556,827.00	-556,827.00	.00
	TOTAL 2013 REFINANCING BOND		-558,324.00	-556,827.00	-556,827.00	.00



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NEXT YEAR BUDGET LEVELS REPORT

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PROJECTION: 2020 FY 2020 BUDGET ENTRY

2013 REFINANCING LOAN

21351729 213 BOND DEBT SERVICE

70	DEBT SERVICE	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
21351729	571000	PRINCIPAL	368,816.00	379,290.00	390,061.00	390,061.00	.00
21351729	572000	INTEREST	189,508.00	178,296.00	166,766.00	166,766.00	.00
21351729	573000	OTHER COST	.00	.00	.00	.00	.00
TOTAL DEBT SERVICE		.00	557,586.00	556,827.00	556,827.00	556,827.00	.00
TOTAL 213 BOND DEBT SERVICE		558,324.00	557,586.00	556,827.00	556,827.00	556,827.00	.00
TOTAL 2013 REFINANCING LOAN		.00	.00	.00	.00	.00	.00



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PROJECTION: 2020 FY 2020 BUDGET ENTRY

FOR PERIOD 99

CRA TC DEBT SER		2018	2019	2020	2020	2020	2020
		REVISED BUD	REVISED BUD	DEPARTMENT	BUD COMM.	CITY MGR	COUNCIL
214300	CRA TC DEBT SER REVENUE						
36	MISC REVENUE						
214300	361100 INTEREST	.00	.00	.00	.00	.00	.00
38	TOTAL MISC REVENUE	.00	.00	.00	.00	.00	.00
	OTHER SOURCES						
214300	381000 TRANSFERS	.00	.00	.00	.00	.00	.00
214300	381102 INTERFUND	-730,634.00	-730,821.00	-731,013.00	-731,013.00	-731,013.00	.00
214300	384000 BOND PROCD	.00	.00	.00	.00	.00	.00
	TOTAL OTHER SOURCES	-730,634.00	-730,821.00	-731,013.00	-731,013.00	-731,013.00	.00
	TOTAL CRA TC DEBT SER REVENUE	-730,634.00	-730,821.00	-731,013.00	-731,013.00	-731,013.00	.00



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CITY OF DESTIN, FL
NEXT YEAR BUDGET LEVELS REPORT

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PROJECTION: 2020 FY 2020 BUDGET ENTRY

FOR PERIOD 99

CRA TC DEBT SER	2018 REVISED BUD	2019 REVISED BUD	2020 DEPARTMENT	2020 BUD COMM.	2020 CITY MGR	2020 COUNCIL
21451729 CRA TC DBT SER						
70 DEBT SERVICE						
21451729 571000 PRINCIPAL	372,700.00	385,596.00	398,937.00	398,937.00	398,937.00	.00
21451729 572000 INTEREST	357,934.00	345,225.00	332,076.00	332,076.00	332,076.00	.00
21451729 573000 OTHER COST	.00	.00	.00	.00	.00	.00
TOTAL DEBT SERVICE	.00	730,821.00	731,013.00	731,013.00	731,013.00	.00
TOTAL CRA TC DBT SER	730,634.00	730,821.00	731,013.00	731,013.00	731,013.00	.00
TOTAL CRA TC DBT SER	.00	.00	.00	.00	.00	.00
GRAND TOTAL	702,015.00	20,037.00	10,000,387.00	10,122,454.00	99,329.00	.00

** END OF REPORT - Generated by Bragg Farmer **

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
JULY 15, 2019
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

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

Destin City Council

Mayor Gary Jarvis
Councilmember Steven Menchel
Councilmember Cyron Marler
Councilmember Parker Destin

Councilmember Prebble Ramswell
Councilmember Chatham Morgan
Councilmember Skip Overdier
Councilmember Rodney Braden

Destin City Staff

City Manager Lance Johnson
Code Compliance Manager Joey Forgione
Public Services Director Michael Burgess
Community Development Director Louis Zunguze
HR Manager Karen Jankowski
City Land Use Attorney Kimberly Kopp

City Clerk Rey Bailey
Deputy City Manager Webb Warren
Finance Director Bragg Farmer
Public Info Manager Catherine Card
City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 PM. Pastor Steve Farris gave the invocation, which was then followed by the Pledge of Allegiance.

AGENDA APPROVAL

Councilmember Menchel requested agenda item 6E to be pulled for discussion.

Councilmember Destin asked to switch the order of agenda items 4B and 4C.

The City Manager asked that "*Taylor Engineering Continuing Services Contract*" be added to the agenda as agenda item 4E.

Motion by Councilmember Menchel, seconded by Councilmember Destin, to approve the agenda as amended passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

1. APPROVAL OF MINUTES

A. Approval of minutes of May 20, 2019 Regular City Council Meeting

Motion by Councilmember Marler, seconded by Councilmember Menchel, to approve minutes of May 20, 2019 Regular City Council Meeting passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

2. PROCLAMATIONS/ RECOGNITIONS /SPECIAL PRESENTATIONS/ ANNOUNCEMENTS

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

Ms. Rhonda Dossey, a Destin resident and president of Sovereign Isle Homeowners Association, remarked that she supports the idea of changing the permitted uses for Commercial General to Conditional uses as it would allow Council to review applications and make sound development decision that would benefit the City. She also asked the Council not to make any decisions regarding the zoning for area 15 until all the facts are fully developed, and to allow affected property owners to fully understand the process and get behind a decision that is based upon hard facts.

Ms. Marcie Bell, read the following excerpts from a letter written by a resident to the City Council on December 2015, relating to Parcel B on Holiday Isle:

“1963-1965 – The United States Corp of Engineers built the jetty system to protect the Destin Harbor & Pass. United States Conservation Land encompassed the end of Holiday Isle.

1972 – The US Corp of Engineers (COE) recorded the easement with a no-build order in the County records. In that year of 1972 the shoreline was on Rosalie up to Ultimate Towers. Therefore the explanation of the easement is very important and it states to the shore of the Gulf of Mexico; 100% covered by navigational servitude.

1973-2015 – Parcel B went through five investors and all bought in full knowledge of the easement upon the entire parcel. Ten lawsuits have been over this same land; fraud and foreclosure. Did you ever wonder why not one investor would have built out on Parcel B? Or why Destin Pointe developer Phil Herrington did not have the beach parcel of 11.77 acres in the development order? I will tell you why, they tried & Federal COE would not allow to build. Year after year, developer after developer got a “no” from the legal COE’s counsel. Call and ask if you question me. On October 20, 2015 minutes, City Manager Greg Kisela stated, ‘it is my understanding not all of B is encumbered by spoils and C is not encumbered by spoils easement.’ Working on this plan without correct knowledge was a mistake. I hold a map that explains that area 101-E-6 easement over all of C and B, but your clock limits explanation now.

In review we have covered what City staff told us to look at. Ordinance 380, to which Ashley Grana pointed out he made small changes and a major change to this since the last meeting. And 3 parcel changes to High Density. Again, State Conservation land parcel B & C was not mentioned.

Ms. Bell contends that zoning for Parcels B and C were changed from Conservation to High Density Residential several years ago while these items were listed under consent agenda. A vote of the Council was taken without any discussions, and that affected property owners

surrounding those parcels were never notified. She urged the Council to instruct the new City Manager and City staff to investigate and determine how these parcels were converted from Conservation to High Density Residential across a spoils easement of the Army Corps of Engineers.

Mr. Karl Seekamp, a Destin resident, asked the Council to delay the rezoning of area 15 for there has not been an adequate opportunity for the residents of that area to provide their side of the story. He contends that the zoning map that was shown during the City Council workshop covered only a very small portion of the area, where across the street from it, and all the way to the County line, is zoned mixed use. This area currently consists of a golf course and medium density residential housing; and not commercial general as it seemed to appear from the images that was shown during the workshop. He continued that the mixed use that Sovereign Isle and Emerald Breeze neighborhoods are under is a very specific ROI zoning that is only for residential single-family housing; and that everything else is specifically prohibited. It is not truly a mixed use and a smooth transition buffer. If they change that area to commercial general, there would not be any transition at all. Rather, it would be a very abrupt change from commercial general to residential single-family housing. He added that he plans to make a presentation to Council at their next meeting to outline all these facts.

A Destin resident asked the Council to consider the well-being of the residents of Sovereign Isle as well as their neighboring areas before making any decisions regarding the rezoning of area 15. She also stated that keeping area 15 zoned residential would also benefit the whole development of the City of Destin. She also asked the Council to afford the residents the opportunity to speak and provide their views on the subject before they vote on it.

Ms. Sherri Cox, a Destin resident, expressed her support of Councilmember Destin's previous suggestion to change the area's permitted uses to Conditional. She stated it would meet the needs of Sovereign Isle property owners as well as those of the developers and help avoid any Bert Harris Act litigations.

Ms. Jackie Severson, a Destin resident, stated that Sovereign Isle is a very nice and clean community as they do not have a whole bunch of commercial development in that area; adding that rezoning that area would increase traffic and destroy the beauty of that neighborhood.

4. CITY MANAGER REPORTS

A. Establishment of the FY 2020 Tentative Millage Rate and Budget Public Hearing Dates

The City Manager noted that the City's millage rate is currently at 1.6150 mil. He recommends increasing it or at least keeping it at its current level so they could meet the needs of the community as well as the staffing needs that have been established this year.

Councilmember Overdier moved to set the tentative millage rate for ad valorem taxes at 1.6150 mills, which is more than the rollback rate of 1.5447 mills and confirm the dates and times of the public hearings for the FY 2020 Budget on September 4th and 16th 2019 at 6:00 PM. Councilmember Menchel provided a second to the motion.

Councilmember Morgan asked the Finance Director to explain the roll back rate.

Finance Director Bragg Farmer explained that the roll back rate is the rate at which the same amount of taxes can be assessed in Fiscal Year 2020 as they did in Fiscal Year 2019 based on the additional increase in property values against that roll back rate.

Councilmember Morgan offered a substitute motion to set the tentative millage rate for ad valorem taxes at 1.5 mills which is less than the rollback rate of 1.5447 mills and confirm the dates and times of the public hearings for the FY 2020 Budget on September 4th and 16th 2019 at 6:00 PM. Councilmember Destin provided a second to the substitute motion.

Councilmember Overdier pointed out that the City's budget this year is higher than last year's budget; and so they will be short if they lower the millage rate to 1.5 mills.

Mr. Farmer noted that the current proposed budget is currently out of balance by approximately \$3 million.

According to Councilmember Ramswell, they are getting 16 percent more in property taxes and 7 percent more in Gas Tax.

Mr. Farmer explained they are getting approximately \$680,000 in additional revenue at the 1.6150 millage rate, of which \$440,000 have already been spent in the current fiscal year for new positions rolling forward to next fiscal year. He continued that at 1.5 mills, they would probably have to reduce the proposed budget by \$3 million they are already over and an additional \$750,000.

Councilmember Morgan asked how many years the City has operated at 1.5 mills.

Mr. Farmer replied the City has operated at 1.5 mills for about 4 or 5 years; adding that the millage rate has been as high as 1.8 mills and as low as 1.45 mills.

The City Manager noted that if they lower the millage rate to 1.5, the new positions that were added this year would be in jeopardy. He also noted that once they set the millage rate at this point, they could only lower it and not increase it. He recommends at least maintaining the current millage rate at this point, and if Council decides to lower it later, they could do so during the budget hearings.

Councilmember Menchel stated it would be a mistake to set a lower millage rate at this point; adding they could always lower it later if necessary.

Councilmember Marler pointed out they have regulations, such as those related to short term rentals, that they must enforce, and they need to add new positions to property enforce those regulations; and they would be taking those positions away by lowering the millage rate.

Councilmember Morgan pointed out they raised property taxes two years ago to pay off stormwater needs. They have since been paid, and so even if they keep a flat millage rate, property taxes will go up this year because their assessed values have gone up.

The City Manager noted that other funding sources, such as the Gas Tax and Half-Cent Sales Tax, have specific uses; and that they cannot be used for personnel expenses. He also stated they have been able to fund new positions, such as the planner positions they desperately need, out of the fund balance this year. But in order to maintain it, they would need to come up with a sustainable funding source.

Councilmember Morgan asserts they have infrastructure projects currently in their budget that are to be funded with ad valorem tax revenues. They could use the \$900,000 Half-Cent Sales Tax revenues for these projects, which could then free up some money for the new personnel positions.

The City Manager noted that the proposed budget did not include any ad valorem tax revenues for the infrastructure projects in anticipation of the Half-Cent Sales Tax revenues.

The Mayor called for a vote on the substitute motion, which failed 2-5 (Council members Morgan and Destin voted “yes”; Council members Marler, Overdier, Menchel, Ramswell and Braden voted “no”).

The Mayor called for a vote on the original motion to set the tentative millage rate for ad valorem taxes at 1.6150 mills, which is more than the rollback rate of 1.5447 mills and confirm the dates and times of the public hearings for the FY 2020 Budget on September 4th and 16th 2019 at 6:00 PM. Motion passed 6-1 (Council members Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”; Councilmember Morgan voted “no”).

The next item discussed was agenda item 4C

B. Post-Workshop Discussion and Request for Direction on Zoning and Future Land Use Map Inconsistencies

Community Development Department Director Louis Zunguze noted that they have had a full discussion of areas 4, 5, 7 and 15 at a previous workshop, and that they have come up with a number of options for Council to consider this evening to give some directions on how they wish to proceed. He also noted that during the workshop, there was a question regarding area 7 and the situation with the church at that location having split zoning. He stated that he and the City Manager are planning to meet with representatives of the church to find out under which zoning district they prefer the entire property to be placed. If they decide to incorporate the parking lot located in the TCMU, the maps would have to be amended to make that property whole in the Institutional zoning district. If they decide to do the opposite, they would have to incorporate the church and the parking lot into the TCMU. Either decision would not impact their current status or the future status of any schools because civic uses are allowable in either district. Mr. Zunguze also noted that they have a total of about 28 zoning districts, which is quite a lot for a community that is just over 7 square miles in size. He suggests they take every opportunity to consolidate some of these districts to streamline the internal review process and reduce public confusion in trying to determine which district they belong.

Mr. Zunguze proceeded to discuss areas 4, 5, 7 and 15:

Areas 4 & 5

- Potentially apply to 4 districts, which is way too much
- Suggests a consolidation to end up with just 2 ROI districts
 - Suggests consolidating ROI-VR with ROI-GD. Both districts are concerned about long-term residential uses from the residential standpoint, and neighborhood type services from the commercial standpoint
 - Suggests consolidating ROI-TD and ROI-CBR since they are more transient related from the use standpoint

Councilmember Destin stated that some ROI districts operate as single-family residential neighborhoods zoning districts. He asked if there is a way to make sure that if they consolidate them with the other ROI districts that anything more intensive than single-family residential uses could be Conditional, which would require Council's authorization.

According to the Land Use Attorney, it is what the Community Development Director is proposing for areas 4 and 5, and it is what they intend to bring before the Council for approval.

Councilmember Braden moved to direct staff to prepare a zoning map amendment to rezone Areas 4 & 5 to ROI-GD; seconded by Councilmember Ramswell.

Councilmember Ramswell asked if they could just zone all areas as ROI and get rid of all the sub-districts; and then add the Conditional uses.

The Land Use Attorney stated that it is a possibility if there is no reason to distinguish between districts in terms of uses.

Mr. Zunguze stated it is something that they can consider and come back with some options; adding they need to make sure they avoid creating any non-conforming uses.

Councilmember Ramswell asked if passing the motion currently on the floor would create a problem for staff in presenting other options for consolidation.

Councilmember Destin explained they are not passing anything that would change the zoning tonight; they are simply instructing staff to create an ordinance that would amend the code based on tonight's discussion. They will have more discussion later whether or not to adopt the proposed ordinance.

The Mayor called for a vote on the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

Area 7

- This area is clear to staff. The only issue is under which zoning district to put the entire church property

Councilmember Destin expressed concern that if the Destin Charter School Board fails to obtain the property and it was obtained by another party, that they could develop it under the TCMU zoning district such as an apartment complex. He stated he would prefer for the Institutional zoning to stay in place for that area.

Councilmember Destin moved to direct staff to have further discussions with the property owner but to prepare a zoning map amendment to rezone area 7 to Institutional; seconded by Councilmember Morgan.

Councilmember Ramswell stated it would make more sense to maintain the Institutional zoning for area 7 as she fully expects the school to take over the facility.

The Mayor called for a vote on the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

Area 15

Councilmember Destin moved to direct staff not to take any action to rezone Area 15 until after Commercial General (CG) is amended to convert all “permitted” uses, which are not allowed in ROI-TD to “Conditional”, and increase the buffering requirements in the CG district when adjacent to residential uses; seconded by Councilmember Menchel. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

Next item discussed was agenda item 4E

C. Invocation of Pending Ordinance Doctrine for Modifications to Commercial – General Zoning District

The Land Use Attorney requested that the Mayor, with consensus of the City Council, announce a pending ordinance for modifications to the Commercial General zoning district, as set forth in the City’s Land Development Code. Such ordinance will amend the Commercial General zoning district to add increased buffering for properties adjacent to existing residential uses or residential zoning districts and change all currently permitted uses in the zoning district to Conditional uses, and to set up a process and establish associated criteria.

Councilmember Menchel moved that Pursuant to *Smith v. City of Clearwater*, 383 So. 2d 681 (Fla. 2d DCA 1980) a “zoning is progress” is hereby announced as to the above referenced Land Development Code amendments to the Commercial General (CG) zoning district, thereby invoking the Pending Ordinance Doctrine. Consideration of all applications for development approval, including any application for development order, development order amendment, building permit, or zoning approval, which is received by the City after the date hereof, and which may be affected by the above referenced Code amendments, shall be compliant with such Code amendments. Councilmember Overdier provided a second to the motion.

Councilmember Morgan noted that one of the reasons they stopped progress on the City’s Crosstown Connector was a fear of a future pro-development Council making it a 4-lane road.

His suggestion for that was for people to stay vigilant and run for City Council. In this particular case, the concern is having a pro-development Council, which they had for a long time resulting in some of the problems they have to date; and that residents may not get the conditional use that they are seeking. In this case, his advice is for residents of large neighborhood with a large stake in the City to also stay vigilant and run for City Council.

The Mayor asked if changing the zoning to Commercial General – Conditional gives the Council a lot more leverage and ability to control buffer zone.

According to the Land Use Attorney, this is separate from the rezoning of any property. This is a code amendment that would apply City-wide in the zoning district to anyone that is zoned or in the future will be zoned Commercial General. It puts more control in the City than the district has now or that any district would have that does not have Conditional uses.

The Mayor asked if this would mitigate the City's exposure to litigation.

The Land Use Attorney stated that having the Conditional use would allow the City to put actual conditions on the property and mitigate any adverse impact by placing appropriate conditions on the property. She also stated there is no guarantee what a future Council is going to do; however, there would be a required public hearing and there would be at least specific criteria in the code that has to be met in order to approve a Conditional use.

The Mayor called for a vote on the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

The next item discussed was agenda item 4B

D. Announcements

- Wednesday, July 17, 2019, 5:30 PM – Budget Workshop
- Thursday, July 18, 2019, 6:30 PM, Community Center – Tropical Town Hall Meeting
- Jenkins Engineering to make corrections to the Capt. Royal Melvin Heritage Park plan by adding a small playground, which is a required element for the Florida Communities Trust Grant. It was inadvertently omitted from the plan. The plan will be brought before the Council on the next meeting for final approval

Councilmember Ramswell asked how the playground was inadvertently omitted from the 90 percent plan when the Council discussed the plan in detail during previous meetings.

According to the City Manager, he could only assume that when they changed engineering firms, the new firm, Jenkins Engineering, did not receive the most accurate information. The management plan also refers to 4 recreation areas and Mr. Jenkins considered all the other areas recreation when in fact the amendment management plan specifically referred to a small playground.

E. Taylor Engineering Continuing Services Contract

According to the City Manager, Taylor Engineering is currently under contract with assisting the City with the litigation related to the dredging administrative challenge and have been authorized by Council to be the City's representative in this case. He continued that the amount that was originally allocated to the firm has been expended and they require authorization from the Council to amend the contract with Taylor Engineering and authorize up to \$20,000 in additional funds to come from the City's fund balance and for staff to make the appropriate budget amendment.

Councilmember Menchel moved to amend the continuing services contract with Taylor Engineering and authorize up to \$20,000 in additional funds to come from the City's fund balance and authorize staff to make the appropriate budget amendment; seconded by Councilmember Braden. Motion passed 6-1 (Council members Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes"; Councilmember Morgan voted "no").

Next item discussed was agenda item 4D

5. PUBLIC HEARINGS

A. First reading of Ordinance 19-12-LC – Motor Vehicle Tent Sales

The City Attorney read proposed Ordinance 19-12-LC by title, and then presented it to the Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA REGULATING THE SALE OF MOTOR VEHICLES UNLESS CONDUCTED BY A BUSINESS WITHIN OKALOOSA COUNTY; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AN AMENDMENT TO ARTICLE 7 OF THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

Mr. Shaun Hickey, a Destin resident, asked if this ordinance would apply to motor home sales, which he normally sees at the parking lot at Wal-Mart.

The Mayor noted that Wal-Mart is at Okaloosa County, and not in the City of Destin; and that Okaloosa County has a similar ordinance.

Councilmember Ramswell noted that one of her main concern is conflicting zoning and allowable uses between the City and County, which occur in several cases. Though it may not exist in this case, they would need to reach out to the County and ensure they are thinking in similar fashion, and that they are not doing something different from what the County is doing with regards to this issue.

Having no further comments from the public, the Mayor closed the public hearing portion and turned the matter over to the City Council for discussion and consideration.

Councilmember Overdier moved to approve proposed Ordinance 19-12-LC on first reading and direct staff to advertise it for second reading; seconded by Councilmember Braden.

Councilmember Morgan noted this ordinance is being pushed by Okaloosa County car dealerships. It is similar to restaurant owners wanting to ban food trucks in the City to help their businesses. He feels there is too much government intervention.

Motion passed 5-2 (Council members, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”; Council members Morgan and Destin voted “no”).

6. CONSENT AGENDA

- A. Health Plan Ancillary Benefits Renewal
- B. Property & Casualty Insurance Renewals FY 2020
- C. Destin 5k Rodeo Run\
- D. City Hall – Generator
- E. FY 2018 Byrne Grant Funding – 51% Letter of Support

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

With regards to Consent Agenda item 6E, Councilmember Menchel noted that the letter of support for Byrne Grant funding lists mostly law enforcement-initiated grants. He asked if the Destin component of the Sheriff’s Office has submitted similar requests.

According to Capt. Nix of the Sheriff’s Office, they are working on a traffic grant, but he is not sure about the funding source for it.

The City Manager will investigate if the City of Destin can file for a specific grant to obtain additional funding to assist the Sheriff’s Office.

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

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

- A. Councilmember Braden

Councilmember Braden stated he has informed the City Manager he was trying to get some equipment to knock down the dirt over at the old CEMEX plant and level it off for parking; but earlier today Mr. Mike Buckingham informed him the contractor doing the resurfacing on US Hwy 98 is offering to provide the City \$30,000 worth of asphalt millings to be used as layer for parking on the old CEMEX plant. They also offered a bulldozer to be used to push the dirt

down and make room for the asphalt milling. He would like to know if the entire Council is agreeable to accepting this offer.

It was the consensus of the Council to authorize the City Manager to move forward with this offer.

B. Councilmember Ramswell

Councilmember Ramswell announced that on July 14th, the Destin United Methodist Church took a vote of its congregation to move forward with the sale of the church to Destin High School, Inc.; and so they are now moving forward with a sales contract, doing the due diligence and with the plan to open up the school in August 2020. They have also started a logo, mascot and a school color contest.

C. Councilmember Menchel

Councilmember Menchel inquired as to the status of the overall renovation for Clement Taylor Park.

According to the City Manager, they are still awaiting final approval from the Treasury Department regarding funding. They received some questions from the Treasury Department, and they plan to respond to those questions as quickly as possible. The approval process should move forward from that point.

Councilmember Menchel requested that staff check with FDOT regarding the “bump” in front of City Hall and Triumph Road. He stated that the transition between the new construction and the existing road in both places has not been very smooth.

Councilmember Menchel asked staff to contact the County and have them notify the Crab Trap personnel that they need to clean up their area – especially along the railings and the parking lot – as stipulated in their contract.

Councilmember Menchel noted that Adopt-A-Street volunteers used to assemble in front of City Hall on a Saturday morning on a quarterly basis to receive their supply and then disperse to clean up their areas. Now it is on the honor system where the volunteers are doing their own thing. He stated that he has approached the former City Manager and requested they go back to that practice because they seem to have a better success with the program. He learned that the reason it was stopped was somebody from staff would have to come out on a Saturday morning and coordinate matters; which he volunteered to do to no avail.

D. Councilmember Overdier

Councilmember Overdier announced he will attend an upcoming TPO meeting in Crestview. He will make sure they read the letter the City sent regarding the request to move up the Stahlman Intersection Improvements Project.

Councilmember Overdier noted that two weeks ago the Council voted to take no further action regarding the crosstown connector; and then they directed City staff to put out a Request for

Qualification (RFQ) to redesign the road making it a permanent 2-lane road. He stated it would be much quicker and cheaper to ask the same company who created the initial design to do some modifications. He expressed concern that if they go back to the starting point, they could lose the funding from the County and FDOT.

The City Manager stated he has directed staff to put together an RFQ for a new engineering firm; which is the way he understood the direction from the Council.

Councilmember Destin noted that was the intent of his motion; adding they are not going back to the starting point completely as all the schematics have been designed and they have footprints at some level. He continued they would probably need to schedule a workshop where they could tell the new engineering firm exactly how they want the 2-lane road to appear. He added they could tell the County and FDOT exactly what they intend to do, and they would have to make their decisions internally on what they want to do with the money already earmarked for this project.

E. Councilmember Marler

Councilmember Marler inquired as to the status of the traffic light that was supposed to be installed at the Henderson Street and Commons Drive intersection.

The City Manager noted that when the apartment complex was built, there was an impact fee assessed and the Council voted to send that money to the County to pay for the engineering costs; which is currently taking place.

Public Services Director Michael Burgess stated that according to the information he received from the County, the lights is scheduled to be installed between Thanksgiving and Christmas Holidays this year.

F. Councilmember Destin

G. Councilmember Morgan

Councilmember Morgan asked staff to contact FDOT to request removal of the “No Turn on Red” signs on Benning Drive, Legion Drive and Stahlman Avenue as he believes having these signs on these areas does not make any sense.

Councilmember Menchel pointed out it was based on safety study conducted by FDOT in 2015. The study contained several recommendations for road improvements, to include the “No Turn on Red” signs; but none were accomplished except for the signs 4 years later.

H. Mayor Gary Jarvis

The Mayor requested Council’s authorization for him to send a letter to Mr. Jared Huffman, Chairman of the Subcommittee on Water, Oceans and Wildlife, inviting Mr. Huffman to visit the City of Destin during his tour. Mr. Huffman is conducting a Healthy Oceans and Fisheries Listening Tour in advance of Magnuson-Stevens Reauthorization Bill. There were no objections from the Council.

I. Land Use Attorney

1. Monthly TRC Update

The Land Use Attorney announced there is one application going to TRC for the month of July. It is for 192 dwelling unit multi-family development; which was approved by the Council two months ago after they approved the rezoning to TCMU.

J. City Attorney

PUBLIC COMMENTS

Ms. Marcie Bell noted that the statement she made earlier in the meeting that the Council voted to change the zoning of Parcel B from Conservation to High Density Residential through a consent agenda was incorrect. She stated that the rezoning and the changing of the Future Land Use Map from Conservation to the present HDR zoning was based upon a settlement agreement in litigation of another parcel not relating to Parcel B; and that this parcel was in Crystal Beach. She continued that the City agreed to adopt the change in the Comprehensive Plan that deleted all privately-owned land from the Conservation district. The FLUM designation for Parcel B was made several years later.

Mr. Karl Seekamp stated that the specific zoning of ROI-CBR for Sovereign Isle and the specific zoning of ROI-VR for Emerald Breeze are very restrictive; and that if they go ahead and reclassify all of ROI district to a simple ROI-CG, it would remove a tremendous amount of protection in their neighborhood and mis-characterized the neighborhood as being the buffer zone or a transition area where they could easily put commercial general next to it that would impact the quality of life of the residents. There would not be any transition at all. It would be a very abrupt change from commercial general to residential single-family housing. He added that the City planner explained that the proper way to do a zoning change is to do a gradual change from commercial general through some sort of a mixed-use zoning, and eventually to a residential.

Ms. Rhonda Dossey stated that she agrees with Mr. Seekamp's statement; adding she was involved in her neighborhood's rezoning to ROI-CBR which took nearly two years. She also supports the Council's decision not to take any action to rezone area 15 until after commercial general is amended to convert all permitted uses not allowed in ROI-TD to Conditional.

Having no further business at this time, the meeting was adjourned at 8:00 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 16, 2019

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Bragg Farmer, Finance Director

DATE: September 6, 2019

SUBJECT: Resolution 19-16 Fund Balance Policy

I. BACKGROUND: During the FY2018 audit, the City auditors recommended that the City Council establish a written policy that establishes minimum fund balance benchmarks which would provide for a stable tax levy for future budgets. This revised policy will also comply with GASB Statement No. 54, which address the establishment of a fund balance policy.

II. DISCUSSION: In order to comply with a recommendation of the City Auditors, staff is bringing forth Resolution 19-16 which meets GASB Statement No. 54 and should satisfy the recommendation made in the FY2018 audit report.

A. Link to Strategic Goals / Objectives: III.A.2. Develop sustainable Operating & Capital budgets ensuring the City is managed in a fiscally sound manner and complies with legislative mandates.

B. Effect on Budget (EOB): No effect on the current or projected budgets.

C. Level of Service (LOS): Provides the City with a formal policy to accumulate and appropriate the City fund balance.

III. CONCLUSION: Adoption of Resolution 19-16 will satisfy GASB Statement No. 54 and complete the recommendation of the City Auditor.

IV. RECOMMENDED MOTION: I move that Council adopt Resolution 19-16.

Attachments:

1. Fund Balance Policy Resolution 19-16

RESOLUTION 19-16

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA PROVIDING FOR AUTHORITY FOR THE DESIGNATION OF A FUND BALANCE POLICY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Governmental Accounting Standards Board (GASB) issued GASB statement No. 54 “Fund Balance Reporting and Governmental Fund Type Definitions”, in order to clarify the meaning of the fund balance on financial statements; and

WHEREAS, this resolution is to set forth the objectives and parameters for the classification and management of the City of Destin General Fund fund balance; This resolution is designed to define the City’s existing General Fund balance, provide for changes to the elements of the classifications and establish minimum levels of the unassigned fund balance in the General Fund.

WHEREAS, the Finance Director in exercising fiduciary responsibility desires to safeguard the fund balance of the City that are designated as non-spendable, restricted, committed, assigned, unassigned as defined below.

A. **Non-spendable fund balance**

Non-spendable fund balances are amounts that cannot be spent because they are amounts that are not in a spendable form such as inventory, prepaid costs or amounts that are legally or contractually required to be maintained intact such as a trust that must be retained in perpetuity.

B. **Restricted fund balance**

This classification reflects the constraints imposed on spendable resources stipulated by external creditors, grantors, contributors or laws or regulations of other governments, or imposed by law through constitutional provisions or enabling legislation.

C. **Committed fund balance**

These amounts can only be spent for specific purposes pursuant to constraints imposed by formal resolutions or ordinances of the City Council, the City’s highest level of decision-making authority. Committed amounts cannot be used for any other purpose unless the Council removes the specified use by taking the same action that imposed the commitment. This classification also includes contractual obligations to the extent that existing resources in the fund have been specifically committed for use in satisfying the obligations.

D. **Assigned fund balance**

This classification reflects the amounts constrained by the City’s “intent” to be spent for a specific purpose which is neither restricted nor committed.

E. **Unassigned fund balance**

This fund balance is the residual classification for the General Fund. These funds are not allocated for any specific purpose and cannot be assigned to any of the above listed fund balance categories.

BE IT FURTHER RESOLVED, That the City Council shall establish a reserve balance for the General Fund Unassigned Fund Balance that is equal or greater than 20% of the current fiscal year operating expenditure budget. For this calculation, the current fiscal year budget shall be the original budget as adopted by ordinance on or before September 30th for the subsequent fiscal year. This reserve shall be in addition to all other categories of fund balance which includes Non-Spendable, Restricted, Committed, and Assigned. If, at the end of any fiscal year, the actual amount of Unassigned Fund Balance falls below the targeted level set forth herein, the City shall not budget any amount of unappropriated fund balance for the purpose of balancing the budget.

Effective Date. This Resolution shall take effect immediately upon approval by the City Council and signature by the Mayor.

ADOPTED THIS 16TH DAY OF SEPTEMBER 2019

Gary Jarvis, Mayor

ATTEST:

Rey Bailey
City Clerk

DANA C. MATTHEWS

MICHAEL A. JONES

KENNETH M. BORICK

Of Counsel
Also admitted in Georgia and South Carolina



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SAMUEL B. TAYLOR

JESSICA L. STEWART

SALVADOR "A.J." GOMEZ

Reply to Destin

statum@destinlaw.com

May 10, 2019

VIA HAND DELIVERY

Mayor Gary Jarvis
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
gjarvis@cityofdestin.com

Dear Mayor Jarvis:

Our firm represents 12 Hutchison, LLC, the owner of the newly constructed home located at 84 Hutchison Street; Destin, Florida, also identified as Lot 2 of the Hutchison Courts plat, recorded in Okaloosa County Plat Book 28, at Page 11.

Due to the recent enactment of City of Destin Ordinance 18-29-CC, which limits the occupancy of short term rental homes to two (2) people per bedroom plus an additional four (4) persons, 12 Hutchison's reasonable investment-backed expectations for use of the home as a short-term vacation rental property have been inordinately burdened, as defined in the "Bert J. Harris, Jr., Private Property Rights Protections Act", Chapter 70, Florida Statutes ("Harris Act"). 12 Hutchison hereby submits this letter along with the enclosed Panhandle Appraisal Group property appraisal dated January 22, 2019, as a claim under the Harris Act against the City of Destin for One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000.00), which represents the diminution in value of 12 Hutchison's property.

Pursuant to the provisions of the Harris Act, 12 Hutchison hereby demands payment in the amount of One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000.00) plus attorneys fees and costs.

If no resolution is reached during the statutorily prescribed waiting period, 12 Hutchison intends to file suit pursuant to this claim and pursue any other legal remedies for the actions that gave rise to this claim. 12 Hutchison explicitly reserves the right to

DESTIN 4475 LEGENDARY DRIVE | DESTIN, FL 32541 | 850.837.3662 PHONE | 850.654.1634 FAX

NICEVILLE 323 E. JOHN SIMS PARKWAY | NICEVILLE, FL 32578 | 850.729.7440 PHONE | 850.729.7871 FAX

SANTA ROSA BEACH 2930 W. COUNTY HWY 30A, STE 202 | SANTA ROSA BEACH, FL 32459 | 850.682.6211 PHONE | 850.622.0898 FAX

DESTINLAW.COM

bring any and all legal challenges, appeals and objections with respect to Ordinance 18-29-CC.

Sincerely,



C. Stephen Tatum
Matthews & Jones, LLP
Attorney for 12 Hutchison, LLC

Enclosure

cc: Lance Johnson, City Manager (via email)
Rey Bailey, City Clerk (via email)
Kimberley Romano-Kopp, Esq. (via email)
Client

Appraisal Report

Detached Single Family Residential Home

6,804± HVAC SF Existing Structure

84 Hutchison Street
Destin, FL 32541



DIMINUTION IN VALUE ANALYSIS
84 HUTCHISON STREET
DESTIN, FL 32541

FOR
12 HUTCHISON LLC
AND
DESIGNATED ATTORNEYS

RETROSPECTIVE TO JANUARY 22, 2019

APPRAISAL REPORT

SUBJECT PROPERTY

6,804 ± HVAC SF Existing Detached Residential Improvement

Eight Bedrooms and Eight and One Half Bathrooms

84 Hutchison Street
Destin, FL 32541

EFFECTIVE DATE OF APPRAISAL

Retrospective to January 22, 2019

REPORT DATE

March 3, 2019

VIEWING DATE

March 2, 2019

CLIENT/INTENDED USER

12 Hutchison LLC
Attn: Ben Giles
84 Hutchison Street
Destin, FL 32541

File № 190190

PREPARED BY:

Thomas A. Marr

State-certified General Real Estate Appraiser № RZ 2645 (FL)
tom@panappraisal.com

Panhandle Appraisal Group
220 Hospital Drive
Fort Walton Beach, Florida 32548
Telephone: (850) 243-0958
Facsimile: (850) 226-8462

PANHANDLE APPRAISAL GROUP

REAL ESTATE VALUATION AND RESEARCH
Specializing in Residential and Commercial Valuation Support
Fort Walton Beach, Florida

Thomas A. Marr

State-certified General Real Estate Appraiser № RZ2645 (FL)

220 Hospital Drive
Fort Walton Beach, Florida 32548

Telephone: (850) 243-0958

Facsimile: (850) 226-8462

March 3, 2019

12 Hutchison LLC
Attn: Ben Giles
84 Hutchison Street
Destin, FL 32541

Re: Diminution in value appraisal of an approximate 6,804 HVAC SF detached residential improvement, 'as is', identified as 84 Hutchison Street in Destin, FL 32541. **Panhandle Appraisal Group File № 190190.**

Dear Mr. Giles:

I have completed the requisite personal viewing, research, and analysis necessary to determine if a diminution in value has occurred for the subject parcel.

The subject property is a four level (including the viewing deck) detached single family residential structure with an approximate 6,804 HVAC SF, eight bedrooms and seven and one half bathrooms. The current sleeping capacity of the subject is thirty five (35) guests.

The purpose of the appraisal analysis was to develop an opinion of the market value of the subject property prior to the enactment of the city of Destin Ordinance No. 18-29-CC, which was promulgated on January 22, 2019 and then derive a value after the January 22, 2019 ordinance which limited the subject to twenty (20) guests.

The authorized user is the client at the address above. The understood intended use of the appraisal report will be for reference in determining if the promulgation of Ordinance No. 18-29-CC resulted in a diminution of value. No other use of this report by any other entity or person is authorized.

Subject to the above and the assumptions, limiting conditions, and certification set forth herein, it is my professional opinion the retrospective market value of the fee simple interest in the subject property, 'as is', as of January 21, 2019, prior to the promulgation of Ordinance No. 18-29-CC, was:

FOUR MILLION ONE HUNDRED EIGHTY THOUSAND DOLLARS
\$4,180,000

Subject to the above and the assumptions, limiting conditions, and certification set forth herein, it is my professional opinion the current market value of the fee simple interest in the subject property, 'as is', after the promulgation of Ordinance No. 18-29-CC is:

TWO MILLION TWO HUNDRED THIRTY THOUSAND DOLLARS
\$2,230,000

The diminution of value is a rounded \$1,950,000.

Exposure Time

The exposure time linked to the final value opinion is a range to nine (9) to twelve (12) months based on market sales of similar properties and current market activity.

Analysis of recent trends and current market supply and demand strongly indicate the highest and best use of the subject property, is continued use as a seasonal rental home.

I hereby certify I possess no interest, present or contemplated, in the appraised property. The undersigned appraiser is competent or has taken the necessary steps to become competent for the property type being appraised. This appraisal has been prepared utilizing all of the requirements set forth as standards for real estate appraisals established for federally related transactions by the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, and the State of Florida. The appraisal is in conformity with the standards for real estate appraisals as established by the Appraisal Foundation and its Appraisal Standards Board. The appraisal also conforms to *the 2018/2019 edition of the Uniform Standards of Professional Appraisal Practice (USPAP)* and your instructions. The fee for this appraisal was not based on value, nor was the assignment undertaken based on a predetermined value, a trend in value, or a minimum or maximum value.

Respectfully submitted,

A handwritten signature in cursive script that reads "Thomas A. Marr".

Thomas A. Marr

State-Certified General Real Estate Appraiser № RZ 2645 (Florida)

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APPRAISAL REPORT

This is an Appraisal Report which is intended to comply with the reporting requirements in accordance with the 2018/2019 edition of the Uniform Standards of Professional Appraisal Practice (USPAP) for an Appraisal Report. As such, it represents summary discussions of the data, reasoning, and analyses used in the appraisal process to develop the appraisers' opinion of value. Supporting documentation concerning the data, reasoning, and analyses may be retained in the appraiser's files. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraisers are not responsible for unauthorized use of this report.

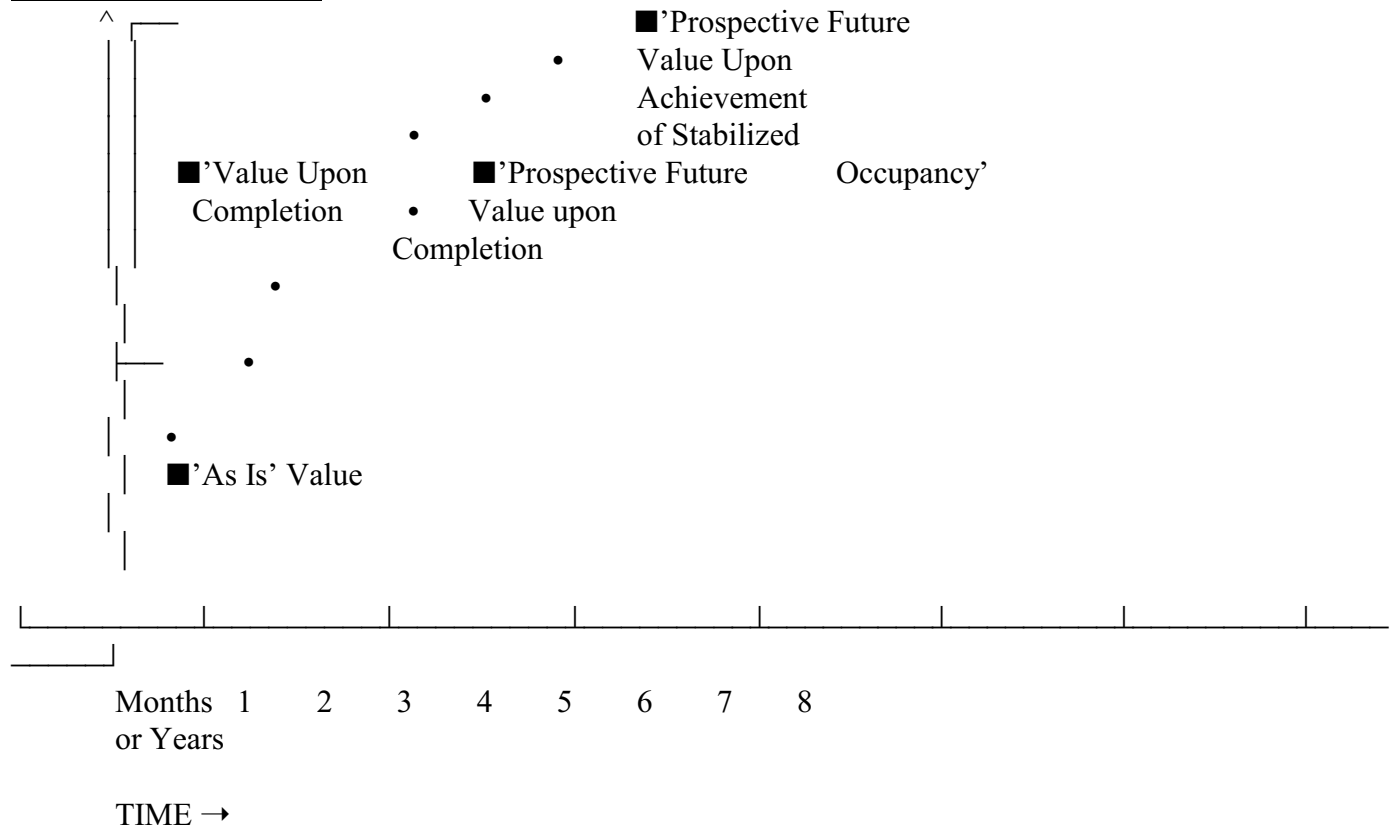
CLIENT:	12 Hutchison LLC Attn: Ben Giles 84 Hutchison Street Destin, FL 32541
APPRAISERS:	Thomas A. Marr State-certified General Real Estate Appraiser № RZ 2645 (Florida) Panhandle Appraisal Group 220 Hospital Drive Fort Walton Beach, Florida 32548
SUBJECT PROPERTY:	<u>Legal Description</u> Lot 2, Hutchison Courts Tax ID №: 00-2S-22-5445-0000-0020.
PURPOSE OF THE APPRAISAL:	The purpose of this appraisal was to develop an estimate of the diminution in value from prior to the promulgation of City of Destin Ordinance No. 18-29-CC and after the promulgation of the ordinance on January 22, 2019.
INTENDED USE OF REPORT:	The understood intended use of the appraisal report will be for client use in legal proceedings.
INTENDED USER:	The intended user is the client stated above, the client's attorneys, courts of law, and regulatory authorities. This report is not intended or authorized for any other user or audience.
PROPERTY RIGHTS APPRAISED:	Fee Simple, one hundred percent (100%) ownership interest in the subject property.
EFFECTIVE DATE OF VALUE:	Retrospective to January 22, 2019.
DATE OF REPORT:	March 3, 2019
DATE OF INSPECTION:	Thomas A. Marr viewed the subject property on March 2, 2019.
SCOPE OF WORK:	I note you have not requested an appraisal report format. Based on the Scope of Work requirements included in the 2018/2019 version of USPAP, which indicates the appraiser is responsible to coordinate the scope of work with the client, I am informing you I will perform an appraisal report. It is my opinion this process of work meets all applicable 2018/2019 USPAP standards.
DEFINITIONS:	The definitions, commencing on the page following, are provided to assist the reader in understanding this appraisal report.

Market Value¹

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the purchaser and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and passing of title from seller to purchaser under conditions whereby:

- Purchaser and seller are typically motivated;
- Both parties are well informed or well advised and each acting in what they consider their best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Value Creation Continuum



The preceding exhibit graphically displays the creation of value in a real estate development project over time, assuming a zero inflation environment for clarity of presentation.

The four (4) time differential values on the graph which may be considered in the appraisal of existing developments are defined as follows:

- (1) 'As Is' means an estimate of the market value of a property in the condition observed upon inspection and as it

¹ Title XI, Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), [Pub. L. No. 101-73, 103 Stat. 183 (1989)], 12 U.S.C. 3310, 3331-3351, and section 5(b) of the Bank Holding Company Act, 12 U.S.C. 1844(b); Part 225, Subpart G: Appraisals; Paragraph 225.62 (f).
Uniform Standards of Professional Appraisal Practice, 2003 Edition, Page 3
Federal Reserve System, 12 CFR Parts 208 and 225, Sec. 225.62
Office of the Comptroller of the Currency, 12 CFR Part 34, Sec. 34.42 (g)
FDIC, 12 CFR Part 323, Sec. 323.2 (g) (2000)
Office of Thrift Supervision, 12 CFR Part 564, Sec. 564.2
NCUA, 12 CFR Part 722, Sec. 722.2

physically and legally exists without hypothetical conditions, assumptions, or qualifications as of the date of appraisal.

(2) **‘Value Upon Completion’** means the market value of a property with all existing construction, conversion, or rehabilitation hypothetically completed, or under other specified hypothetical conditions as of the date of appraisal. With regard to properties wherein anticipated market conditions indicate stabilized occupancy is not likely as of the date of completion, this estimate of value shall reflect the market value of the property as if complete and prepared for occupancy by tenants.

(3) **‘Prospective Future Value Upon Completion’** means the prospective future value of a property on the date construction is completed, based upon market conditions forecast to exist as of completion date.

(4) **‘Prospective Future Value Upon Achievement of Stabilized Occupancy’** means the prospective future value of a property at a point in time when all improvements have been physically constructed and the property has been leased to its optimum level of long term occupancy.

Fee Simple Estate²

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Leased Fee Interest³

An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee are specified by contract terms contained within the lease.

Leasehold Interest⁴

The interest held by the lessee (the tenant or renter) through a lease transferring the rights of use and occupancy for a stated term under certain conditions.

Condominium⁵

A multi-unit structure or property in which persons hold fee simple title to individual units and an undivided interest in common areas.

Highest and Best Use⁶

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and which results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

...of land or a site as though vacant:

Among all reasonable, alternative uses, the use yielding the highest present land value, after payments are made for labor, capital, and coordination. The use of property based on the assumption the parcel of land is vacant or can be made vacant by demolishing any improvements.

...of property as improved:

The use which should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

² The Dictionary of Real Estate Appraisal, Appraisal Institute, Fourth Edition, 2002, Page 113.

³ Ibid., Page 161.

⁴ Ibid., Page 162.

⁵ Ibid., Page 59.

⁶ Ibid., Page 135.

Marketing Time⁷

The time it takes an interest in real property to sell on the market subsequent to the date of an appraisal.

Exposure Time⁸

A retrospective estimate based on an analysis of past events assuming a competitive and open market.

Advocacy⁹

Representing the cause or interest of another, even if cause or interest does not necessarily coincide with one's own beliefs, opinions, conclusions, or recommendations.

Appraisal¹⁰

(Noun) The act or process of developing an opinion of value; an opinion of value. (Adjective) of, or pertaining to appraising and related functions such as appraisal practice or appraisal services.

Appraisal Practice¹¹

Valuation services performed by an individual acting as an appraiser, including, but not limited to appraisal, appraisal review, or appraisal consulting.

Appraisal Review¹²

The act or process of developing and communicating an opinion about the quality of another appraiser's work was performed as part of an appraisal, appraisal review, or appraisal consulting assignment.

Appraiser¹³

One who is expected to perform valuation services competently, and in a manner, is independent, impartial, and objective.

Appraiser's Peers¹⁴

Other appraisers who possess expertise and competency in a similar type of assignment.

Assignment¹⁵

A valuation service provided as a consequence if an agreement between an appraiser and a client.

Assignment Results¹⁶

An appraiser's opinions and conclusions developed specific to an assignment.

Assumption¹⁷

An occurrence which is taken to be true.

⁸ Ibid., Page 175

⁹ Ibid., Page 105

⁹ 2018/2019 edition, *Uniform Standards of Professional Appraisal Practice (USPAP)*, Page 1

¹⁰ Ibid, Page 1

¹¹ Ibid, Page 1

¹² Ibid, Page 1

¹³ Ibid, Page 1

¹⁴ Ibid, Page 2

¹⁵ Ibid, Page 2

¹⁶ Ibid, Page 2

¹⁷ Ibid, Page 2

Bias¹⁸

A preference or inclination which precludes an appraiser's impartiality, independence, or objectivity in an assignment.

Business Enterprise¹⁹

An entity pursuing an economic entity.

Business Equity²⁰

The interests, benefits, and rights inherent in the ownership of a business enterprise or a part thereof in any form (including, but not necessarily limited to, capital stock, partnership interests, cooperatives, sole proprietorships, options, and warrants).

Client²¹

The party or parties who engage an appraiser (by employment or contract) in a specific assignment.

Confidential Information²²

Information is either:

- identified by the Client as confidential when providing it to an appraiser and is not available from any other source; or,
- classified as confidential or private by applicable law or regulation.

Cost²³

The amount required to create, produce, or obtain a property.

'Credible'²⁴

Worthy of belief.

Extraordinary Assumption²⁵

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.

Feasibility Analysis²⁶

A study of the cost-benefit relationship of an economic endeavor.

Hypothetical Condition²⁷

An assertion which is contrary to what exists but is supposed for the purpose of analysis.

Intangible Property²⁸

¹⁸ Ibid, Page 2

¹⁹ 2018/2019 edition, USPAP, Page 2

²⁰ Ibid, Page 2

²¹ Ibid, Page 2

²² Ibid, Page 2

²³ Ibid, Page 2

²⁴ Ibid, Page 3

²⁵ Ibid, Page 3

²⁶ Ibid, Page 3

²⁷ Ibid, Page 3

²⁸ Ibid, Page 3

(Intangible Assets) Nonphysical assets, including, but not limited to, franchises, trademarks, patents, copyrights, goodwill, equities, securities, and contracts as distinguished from physical assets such as facilities and equipment.

Intended Use²⁹

The use or uses of an appraiser's reported appraisal, appraisal review, or appraisal consulting assignment opinions and conclusions, as identified by the appraiser based on communication with the Client at the time of the assignment.

Intended User³⁰

The Client and any other party as identified, by name or type, as users of the appraisal, appraisal review, or appraisal consulting report by the appraiser on the basis of communication with the Client at the time of the assignment.

Jurisdictional Exception³¹

...an assignment condition which voids the force of a part or parts of *USPAP*, when compliance with part or parts of *USPAP* is contrary to law or public policy applicable to the assignment.

IDENTIFY THE PROBLEM TO BE SOLVED

The client has requested that I derive two values for the subject. The first value is a value as of January 22, 2019 when the subject could accommodate 30 guests. The second value is after the city of Destin promulgated Ordinance 18-29-CC which limits the subject to 20 guests. The problem to be solved is to derive two values and then identify the diminution of value after the promulgation of the ordinance.

EXTENT OF THE PROCESS OF COLLECTING, CONFIRMING, AND REPORTING DATA:

Preparation of this appraisal included the following scope of work:

- ▶ The subject site, improvements, and parking improvements were inspected by the appraiser, the property was photographed. File data for similar properties was reviewed.
- ▶ The public records were reviewed. AS the subject is new construction and the plans are available, the appraiser reviewed the plans.
- ▶ The appraiser examined the economic, social, governmental, and environmental forces affecting value in the subject neighborhood and the entire market area as a whole.
- ▶ The appraiser identified recent and projected actual rents for the subject, based on occupancy of up to 35 guests. The appraiser then identified the annual rentals of other comparable properties which accommodated up to 35 guests. These comparable rentals provided market support for the subject actual and projected gross rental income.
- ▶ The appraiser identified market rental comparables for properties limited to 20 guests.
- ▶ The appraiser then reduced gross rent to net operating rent and capitalized the net operating rent to identify value for the subject as a 35 guest rental and a 20 guest rental. The difference between these two values is the diminution in value.

²⁹ Ibid, Page 3

³⁰ Ibid, Page 3

³¹ 2018 edition, *USPAP*, Page 3

IDENTIFICATION OF THE TYPE OF APPRAISAL AND APPRAISAL REPORT FORMAT:

I have provided an **Appraisal Report**, as defined by the *2018/2019 edition of the Uniform Standards of Professional Appraisal Practice*, containing a summary of all relevant conclusions, data, and analyses used in the report.

TERMS OF THE FINAL VALUE OPINION:

The final opinion of the current market values of the subject property, 'as is' is expressed in terms of cash or financing terms equivalent to cash.

POLICY STATEMENT OF THE APPRAISAL INSTITUTE:

It is improper to base a conclusion or opinion of value upon the premise the racial, ethnic, or religious homogeneity of the inhabitants of an area or of a property is necessary for maximum value.

Racial, religious, and ethnic factors are deemed unreliable predictors of value trends or price variance.

It is improper to base a conclusion or opinion of value, or a conclusion with respect to neighborhood trends, upon stereotyped, biased presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood in which it is located.

The undersigned appraiser is not a member of the Appraisal Institute.

GENERAL ASSUMPTIONS:

1. No responsibility is assumed for the legal description provided or for matters relevant to legal or title considerations. Title to the property is assumed to be marketable unless otherwise stated. The legal description used in this report is assumed to be correct.
2. The subject property is appraised free and clear of any or all liens, leases, or encumbrances unless otherwise stated. All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless so specified within the report.
3. No survey of the property has been made by the appraisers and no responsibility is assumed in connection with such matters. Sketches, plot plans, or illustrative material presented in this report are included only to assist the reader in visualizing the property.
4. Information and data furnished by others is usually assumed to be true, correct and reliable. When such information and data appears to be dubious and when it is critical to the appraisal, a reasonable effort has been made to verify all such information; however, no responsibility for its accuracy is assumed by the appraiser.
5. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
6. It is assumed there are no hidden or unapparent conditions of the property, subsoil or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
7. It is assumed there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the appraisal report.
8. It is assumed the subject property is in compliance with all applicable zoning and land use regulations, unless a nonconformity has been stated, defined and considered in the appraisal report.
9. It is assumed all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use which the value estimate contained in this report is based.
10. It is assumed the utilization of the land and improvements is within the boundaries or property lines of the property described and there is no encroachment or trespass unless noted within the report.

EXTRAORDINARY ASSUMPTIONS:

I am using data provided to me by the client and other vacation home owners.

I am making the extraordinary assumption that the data provided is accurate, credible and reliable.

If, for any reason, the data provided is not accurate, credible and reliable, the values derived in the analysis is subject to review.

GENERAL LIMITING CONDITIONS:

1. This is an Appraisal Report which is intended to comply with the reporting requirements set forth in accordance with the *2018/2019 edition of the Uniform Standards of Professional Appraisal Practice* for an Appraisal Report. As such, it includes summarized discussions of the data, reasoning, and analyses used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses may be retained in the appraiser's files. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. Appraisers are not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraisers suggesting the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption there exists no such material on or in the property causing a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraisers' descriptions and resulting comments are the result of the routine observations made during the appraisal process.
3. The subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of *The Americans with Disabilities Act*. The presence of architectural and communications barriers which are structural in nature which would otherwise restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
4. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
5. Neither all nor any part of the contents of this report shall be conveyed to any person or entity, other than the appraiser's or firm's client, through advertising, solicitation materials, public relations, news, sales, or other media without the written consent and approval of the authors, particularly as to valuation conclusions, the identity of the appraiser or firm with which the appraiser is connected, or any reference to affiliation with any professional appraisal organization. Further, the appraiser or firm assumes no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, client shall make party aware of all the assumptions and limiting conditions of the assignment.
6. The appraiser affixing his signatures to this appraisal report will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made thereof.
7. No environmental impact studies were either requested or made in conjunction with this appraisal, and the appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research, or investigation.
8. The appraiser has not been supplied with a report of the subsoil conditions indicating the exact capacity of the subsoil. I do not have the benefit of subsoil test results of the properties and detection of possible soil defects would be beyond my realm of expertise. However, there appear to be no hidden or apparent conditions of the subject sites or subsoil structures which would render them more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
9. Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing General Assumptions, Special Assumptions, General Limiting Conditions, and Special Limiting Conditions.

EXTRAORDINARY LIMITING CONDITIONS AND HYPOTHETICAL CONDITIONS:

None.

CERTIFICATION:

I certify, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. I possess no present or prospective interest in the property which is the subject of this report and no personal interest with respect to the parties involved.
4. I possess no bias with respect to the property which is the subject of this report or to the parties involved with this assignment.
5. The engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. The compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value favoring the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *2018/2019 edition of the Uniform Standards of Professional Appraisal Practice*.
8. Thomas A. Marr has made a personal viewing of the property which is the subject of this report. No one else has rendered significant real estate appraisal knowledge and input to the compilation of this report.
9. I have not performed any services, to include appraisal services, regarding the subject in the previous three years.
10. The opinion of market value 'as is' of the one hundred percent (100%) fee simple ownership interest in the subject property, as of the date of last my personal viewing, of February 22, 2019 'as is' is prior to the promulgation of Destin Ordinance 19-23-CC is FOUR MILLION ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$4,180,000) and the value after the promulgation of Destin Ordinance 19-23-CC is TWO MILLION TWO HUNDRED THIRTY THOUSAND DOLLARS (\$2,230,000). The diminution of value is estimated as ONE MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS (\$1,950,000).



Thomas A. Marr

State-certified General Real Estate Appraiser № RZ 2645 (Florida)

DESCRIPTION OF THE SUBJECT PROPERTY

Ownership:

The current owner is 12 Hutchison LLC. The following deed is an administrative transfer in 2017. The original acquisition deed is available on the two following pages. See additional comments in the history section on page 48.

FILE #3160520 RCD: 9/18/2017 2:03 PM, BK: 3317 PG: 4658, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00
D Doc Stmp: \$0.70 DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

Corporate Warranty Deed

This Indenture, made , September 8, 2017 A.D.

Between, 12 Hutchinson, LLC, a Florida limited liability company, whose post office address is: 1159 Troon Drive, Miramar Beach, Florida 32550 , a Florida limited liability company existing under the laws of the State of Florida, Grantor and **12 Hutchinson, LLC, a Florida limited liability company** whose post office address is: 1159 Troon Drive, Miramar Beach, Florida 32550, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Okaloosa, State of Florida, to wit:

A PORTION OF LOT 13 AND A PORTION OF LOT 12, BLOCK 10, CRYSTAL BEACH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 24 FEET OF LOT 13, BLOCK 10 AND THE NORTH 32 FEET OF LOT 12, BLOCK 10, CRYSTAL BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 17 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

THE ABOVE DESCRIBED PROPERTY IS NOW PLATTED AND DESCRIBED AS FOLLOWS:

LOT 2, HUTCHINSON COURTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGE 11, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: 00-2S-22-5445-0000-0020

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

The following deed is the deed where the subject was acquired in 2016.

FILE #3067566 RCD: 5/23/2016 5:19 PM, BK: 3249 PG: 1942, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00 D Doc Stamp: \$3,444.00 DEPUTY CLERK TWILCOX JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA	
Prepared by and return to: David B. Pleat Attorney at Law Pleat, Perry & Ritchie, P.A. 4477 Legendary Drive, #202 Destin, FL 32541 850-650-0599 File Name: Feiler-12 \$18.50 \$3,444.00 based on \$492,000.00	
[Space Above This Line For Recording Data]	
Warranty Deed	
This Warranty Deed made this 20th day of May, 2016 between Mary Rita Feiler individually and as Trustee of the Mary Rita Feiler Revocable Trust U/A/D 11/3/05 whose address is 48 Avalon Drive, Terre Haute, IN 47802-3419, grantor, and 12 Hutchinson LLC, a Florida limited liability company whose address is 1159 Troon Dr, Miramar Beach, FL 32550, grantee:	
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)	
Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Okaloosa County, Florida to-wit:	
A PORTION OF LOT 13 AND A PORTION OF LOT 12, BLOCK 10, CRYSTAL BEACH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:	
THE SOUTH 24 FEET OF LOT 13, BLOCK 10 AND THE NORTH 32 FEET OF LOT 12, BLOCK 10, CRYSTAL BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 17 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.	
Parcel Identification Number: 00-2S-22-0580-0010-0120	
Subject to covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; and to all applicable zoning ordinances and/or restrictions and prohibitions by governmental authorities, if any.	
Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.	
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.	
To Have and to Hold, the same in fee simple forever.	
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said	
DoubleTimes	

BK: 3249 PG: 1943

land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2015**.

In Witness Whereof, grantor has hereto set grantor's hand and seal the day and year written below.

Signed, sealed and delivered in our presence:

11 Lisa VanRens
Witness Name: LISA VANRENS

Mary Rita Feiler
Mary Rita Feiler, individually and as Trustee

Lindsey Jones
Witness Name: Lindsey Jones

X State of Indiana
X County of Wyo

The foregoing instrument was acknowledged before me this 19th day of May, 2016 by Mary Rita Feiler individually and as Trustee of the Mary Rita Feiler Revocable Trust U/A/D 11/3/05, who ☐ is personally known or ☒ has produced a driver's license as identification.

X [Notary Seal]

X Lindsey Danielle Jones
Notary Public

X Printed Name: Lindsey Danielle Jones

X My Commission Expires: Jan 2, 2021

LINDSEY DANIELLE JONES
Notary Public - Seal
State of Indiana
My Commission Expires Jan 2, 2021

Warranty Deed - Page 2 DoubleTimes

SITE:

Location:

The subject is located on the west side of Hutchison Street, 450 feet north of the Hutchison Street and Scenic Highway 98 intersection.

The subject lot was once part of the mature Crystal Beach subdivision in Destin and has been re-designated as Lot 2 of the Hutchison Courts SD

The surrounding area is the Crystal Beach Subdivision which is a mix of mature homes as well as many recently constructed 'beach' homes used for seasonal rental

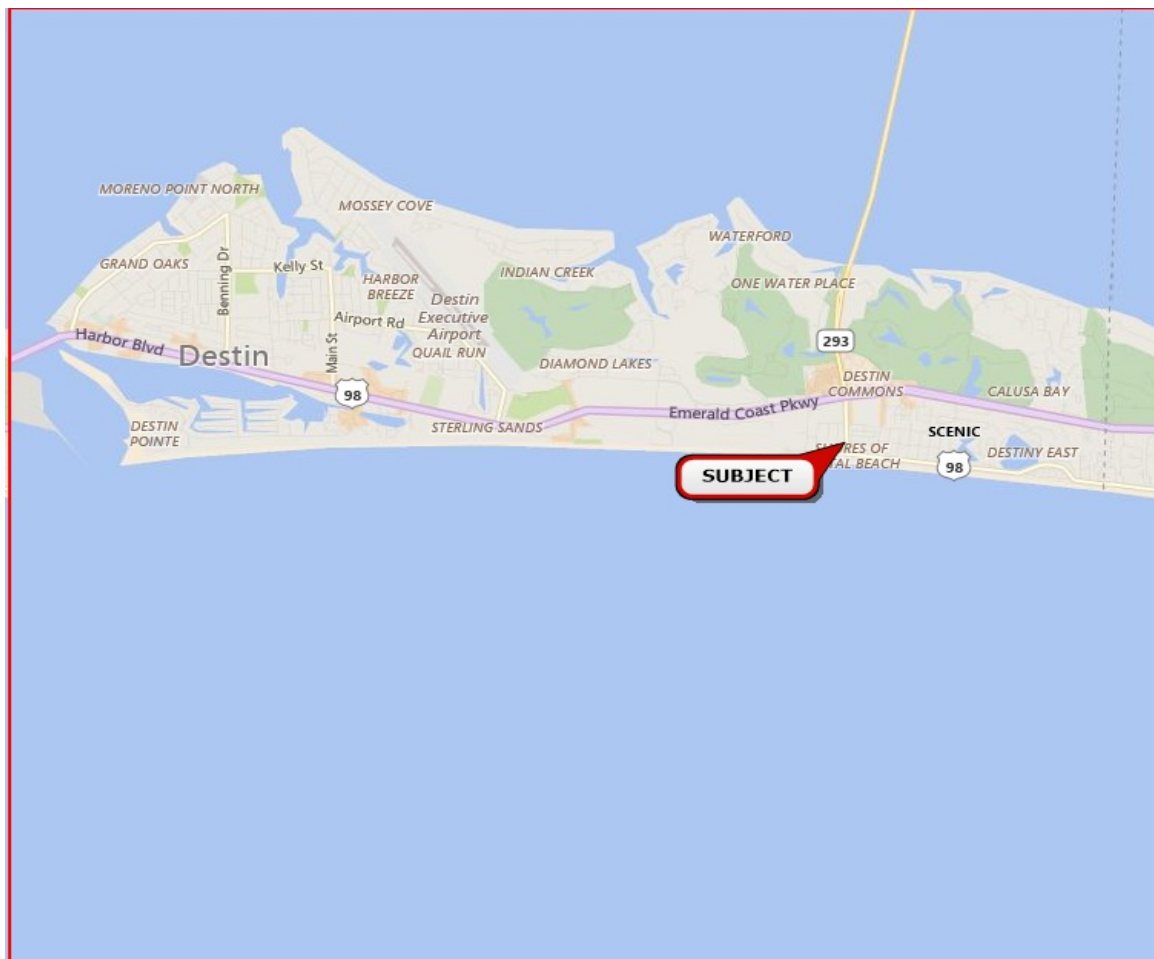
To the east and west, north of Scenic Highway 98 are primarily single family detached homes.

To the north, along the Emerald Coast Parkway (U. S. Highway 98) all uses are almost exclusively commercial, and further north of the Emerald Coast Parkway are mature, residential subdivisions.

On the south side of Scenic Highway 98 are almost exclusively multi-family condominium projects mixed with a few detached single family residential homes.

The Henderson Beach Resort was just completed to the west of the subject.

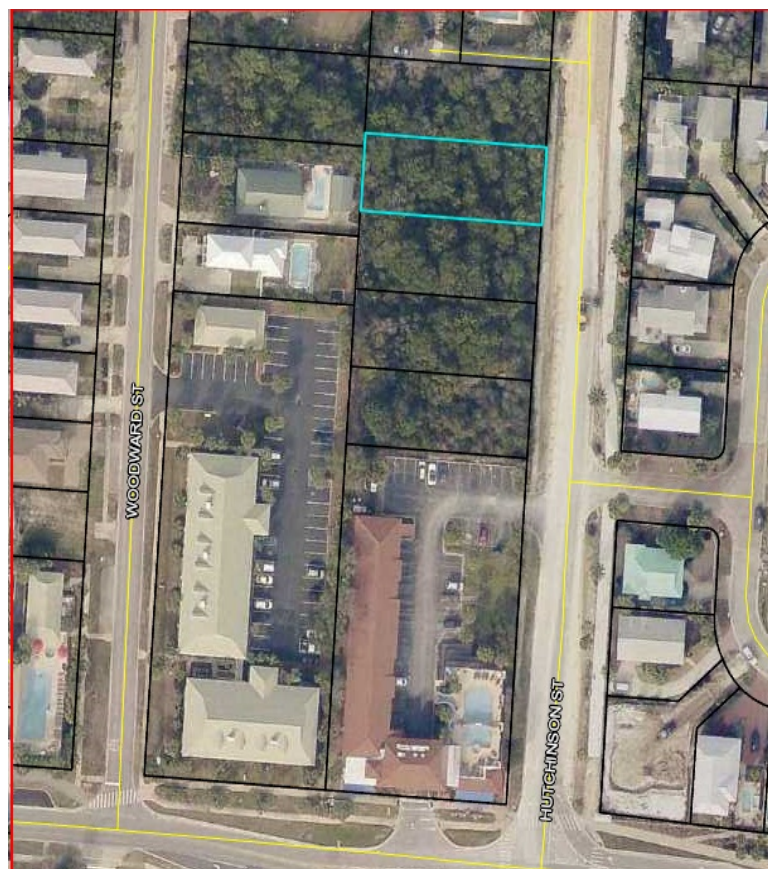
See the following map for the subject location in the broad Destin market.



The following map indicates the Crystal Beach area which is the local market area surrounding the subject.



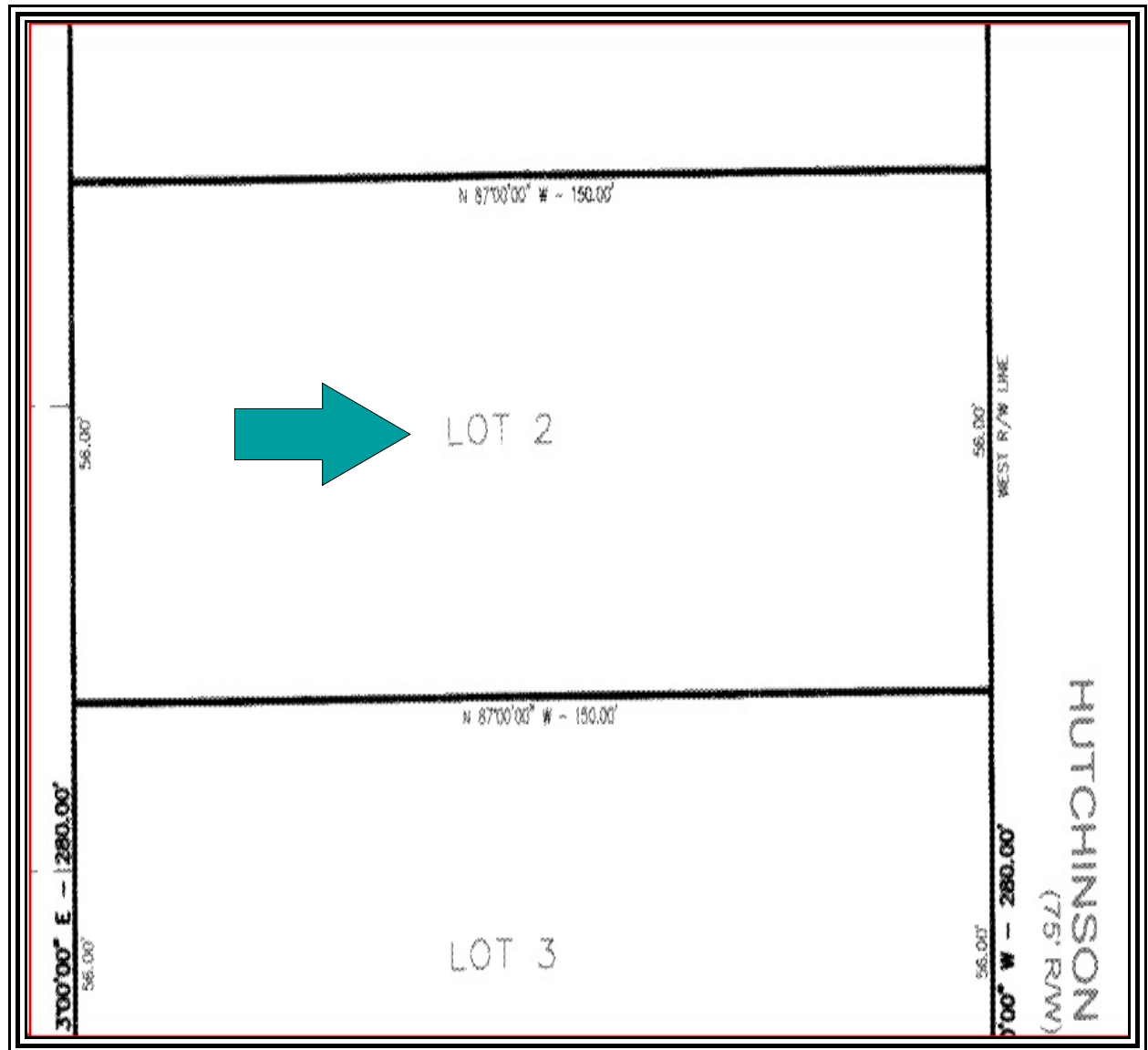
The following aerial photograph indicates the immediate vicinity of the subject.



Land Size:

The subject is a single residential lot.

See the following excerpt from the recorded plat map.



Based on these dimensions, the subject lot is a rectangle with east and west dimensions of 56 feet and north and south dimensions of 150 feet.

This results in a land size of 8,400 SF.

I would consider the subject land size as typical and parking to be adequate as there are eight (8) approved parking spaces.

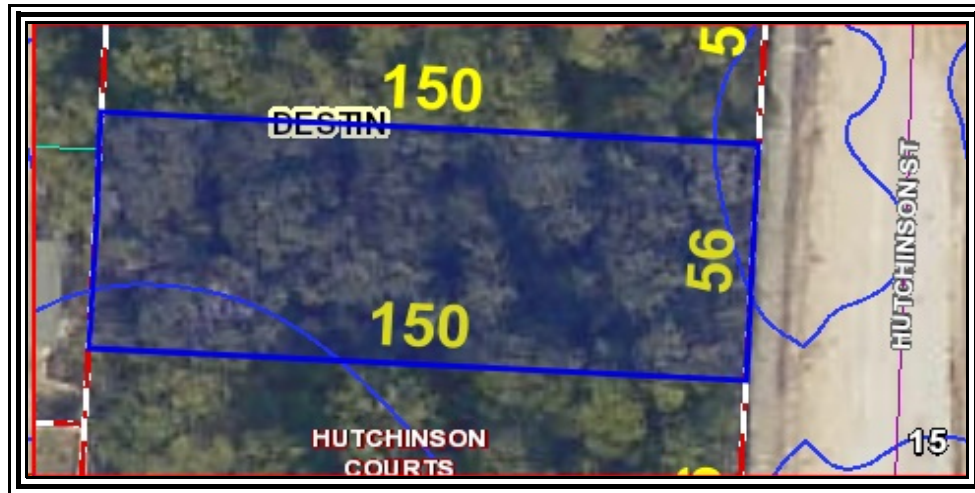
Site Topography:

Per the Okaloosa County GIS site and my viewing, the subject is at the road grade of Hutchison Street.

The subject is also generally level over the entire surface of the lot.

The subject lot contour is typical for gulf front parcels.

I am providing the following contour map extracted from the Okaloosa County Property Appraiser web site.



Utilities:

<i>Utility</i>	<i>Provider</i>	<i>Utility</i>	<i>Provider</i>
Electricity	Gulf Power	Stormwater Drainage	Destin
Water and Sewer	Okaloosa County	Fire Department	Destin
Natural Gas	Okaloosa Gas	Police Department	Contract with the Okaloosa County Sheriff
Telephone	Verizon	Refuse Removal	By contract
Cable Television	Cox Cable		

The utilities for the subject site are considered as typical in the market.

Easements/Encroachments:

I was not furnished a copy of a recent survey of the subject property. A review of the site plan, various maps and my personal viewing did not indicate any easements or encroachments.

I assume there are utility easements of record.

It is my opinion that there are no easements or encroachments which would affect value or transferability.

Ingress/Egress:

The subject property is reached directly from Hutchison Street, which fronts on the subject east side.

Hutchison Street is a paved, two lane public roadway.

Hutchison Street connects to Scenic Highway 98 on the south and then runs north where it crosses over Emerald Coast Parkway (U. S. Highway 98) and then is re-designated the Danny Wuerfel Highway/Mid Bay Bridge Road.

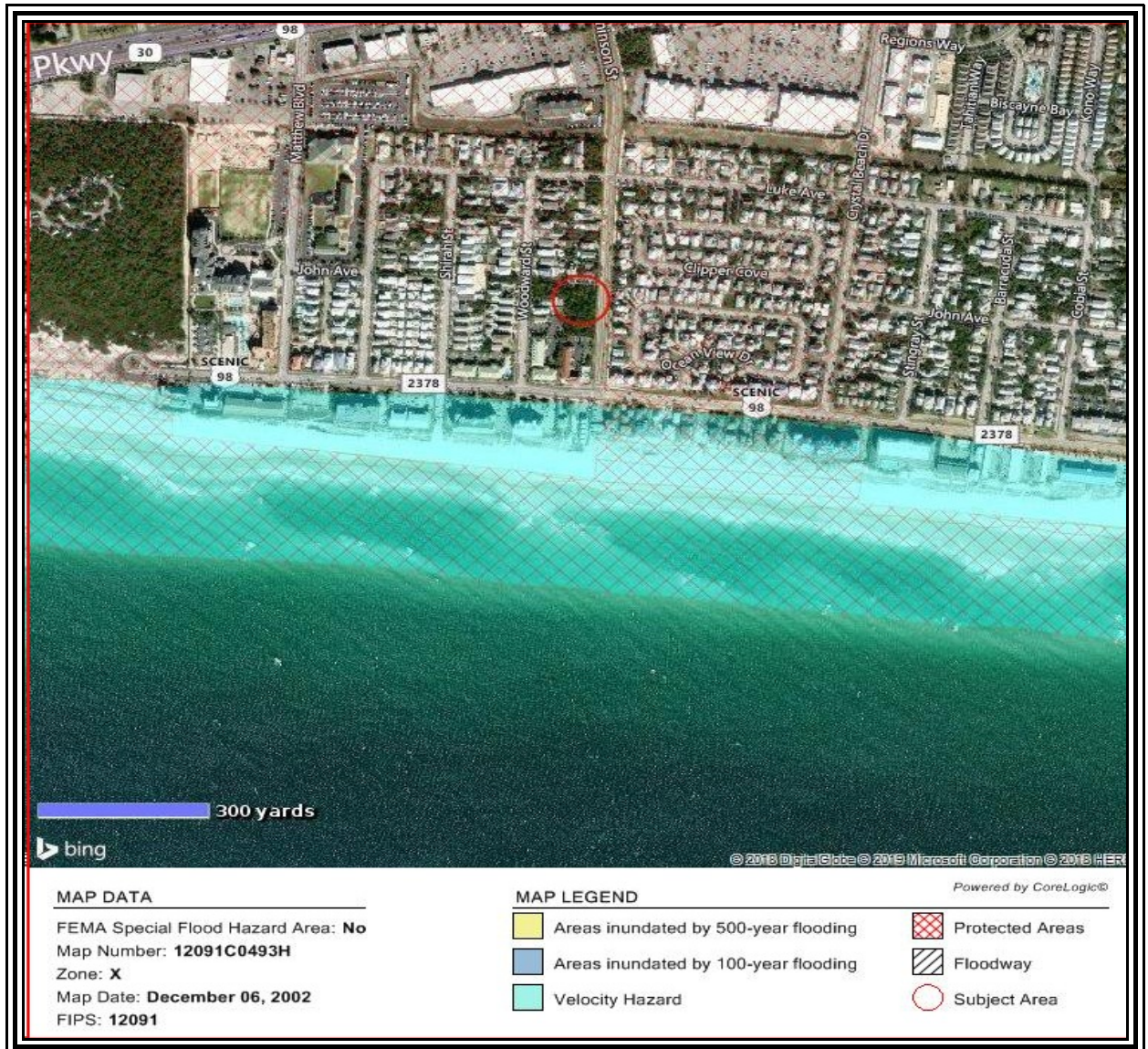
Ingress/egress is viewed as similar to most access typically found in the market.

Parking is viewed as superior to most parking found in the market as the subject was just developed and meets the most current code.

Flood Risk:

FEMA Map Panel	Map Area	Dated	Flood Zone
12091C 0493H	Okaloosa County	December 6, 2002	"X"

* The client is advised appraisers are not surveyors, and accordingly, any final determination as to flood zone status should only be made by a licensed, adequately insured, Florida surveyor utilizing the latest FEMA flood panels. However, it appears the entire subject area is considered as Flood Zone 'X', an area of minimal flood risk. The subject is located at the red circle in the following flood map.



Wetlands:

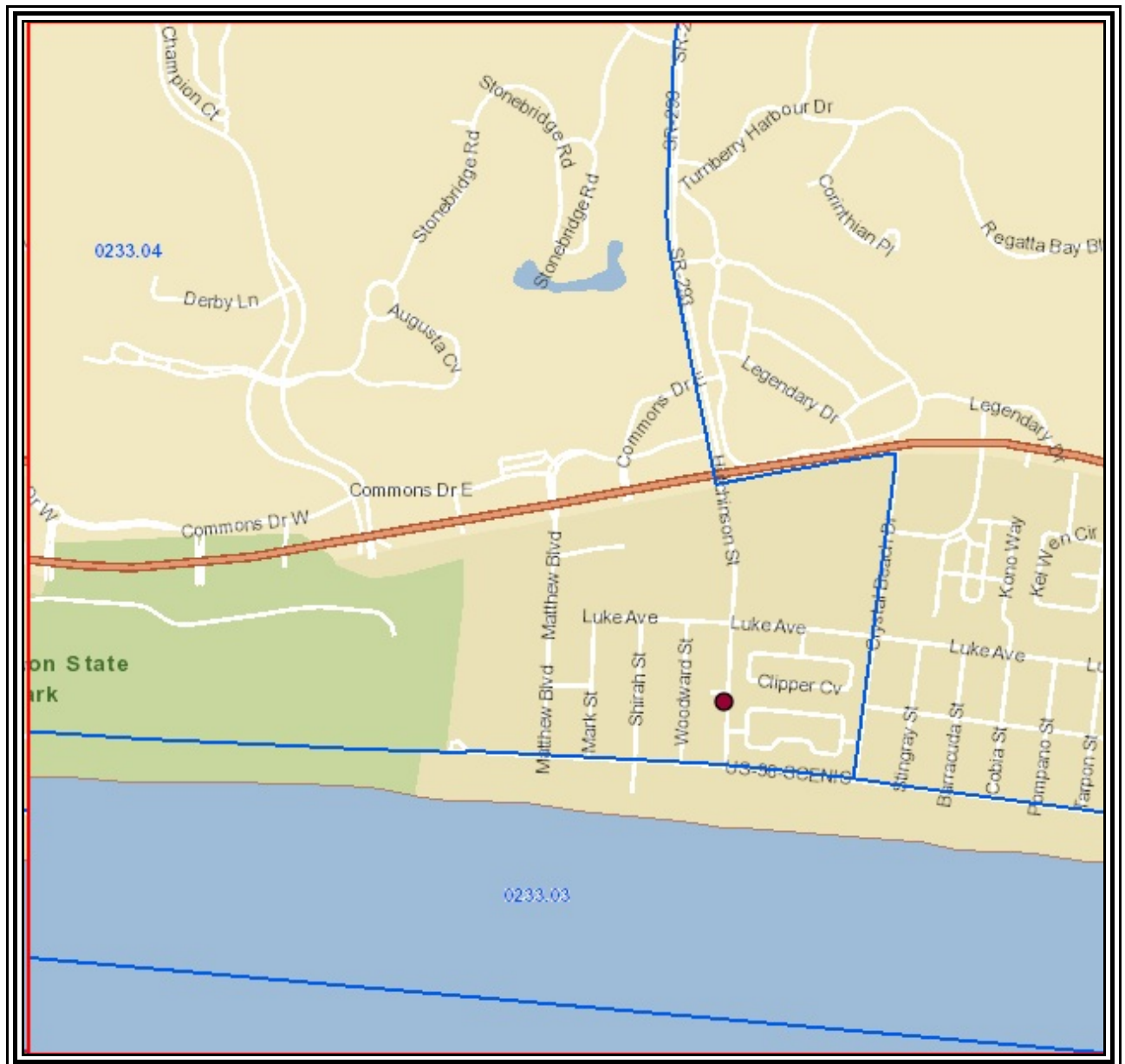
The subject features no wetlands.

The wetland map is consistent with the flood panel on the previous page.



Census Data:

The subject is located in census tract 0233.04.



IMPROVEMENTS 'AS IS'

Size:

The subject is a single family detached improvement with three living levels and a fourth level which is a viewing deck accessed by stairs.

The subject also features an attached two car garage on the first level. The subject features substantial exterior balconies and porches, as well as an in ground swimming pool, pool deck/lanai, landscaping, and six (6) open paver parking spaces. The two (2) garage spaces and the six (6) open spaces result in a total of eight (8) parking spaces.

The first living level is one bedroom with a king bed sleeping two (2), a second bedroom with a king bed sleeping two (2) a sofa sleeper in the game room sleeping one (1) and a media room sleeping six (6) for a total of 11 guests on the first level.

The second level is the kitchen and other living areas to include three (3) bedrooms with king beds sleeping two (2) each for a total of six (6) guests and a sofa sleeper sleeping two (2) guests for a total of eight (8) guests on the second level.

The third level is two bedrooms with king bed sleeping two (2) each for a total of four (4), a bedroom with ten (10) bunks and a den area sofa sleeper sleeping two (2) for a total of sixteen (16) on the third level.

The three level totals of 11, 8 and 16 result in a total of 35 guests.

Per Okaloosa County public records, the subject is 9,408 total SF with an approximate 6,804 HVAC SF of living area.

Construction Quality:

The quality of construction for the subject improvement is *Class C* good. Details of construction are summarized below:

Construction Component	
<i>Foundation</i>	4" Reinforced concrete slab
<i>Exterior walls</i>	Wood frame with hardi board and brick
<i>Roof</i>	Metal
<i>Trim</i>	Base and crown molding
<i>Windows</i>	Double pane aluminum
<i>Exterior doors</i>	Insulated metal with glass
<i>Insulation</i>	Unknown. Assumed to be R38 behind sheet rock
<i>HVAC</i>	Forced Air and Central HVAC
<i>Ceiling</i>	10 foot with sheet rock and can lights
<i>Interior Walls</i>	Painted sheet rock
<i>Interior flooring</i>	High quality stone, tile and carpet
<i>Interior doors</i>	Six and four panel wood
<i>Restrooms</i>	Seven and One Half bath rooms
<i>Lighting</i>	Can lights
<i>Kitchens</i>	One typical residential kitchen
<i>Other</i>	Many porches/swimming pool and lanai/elevator.

Condition of Improvements:

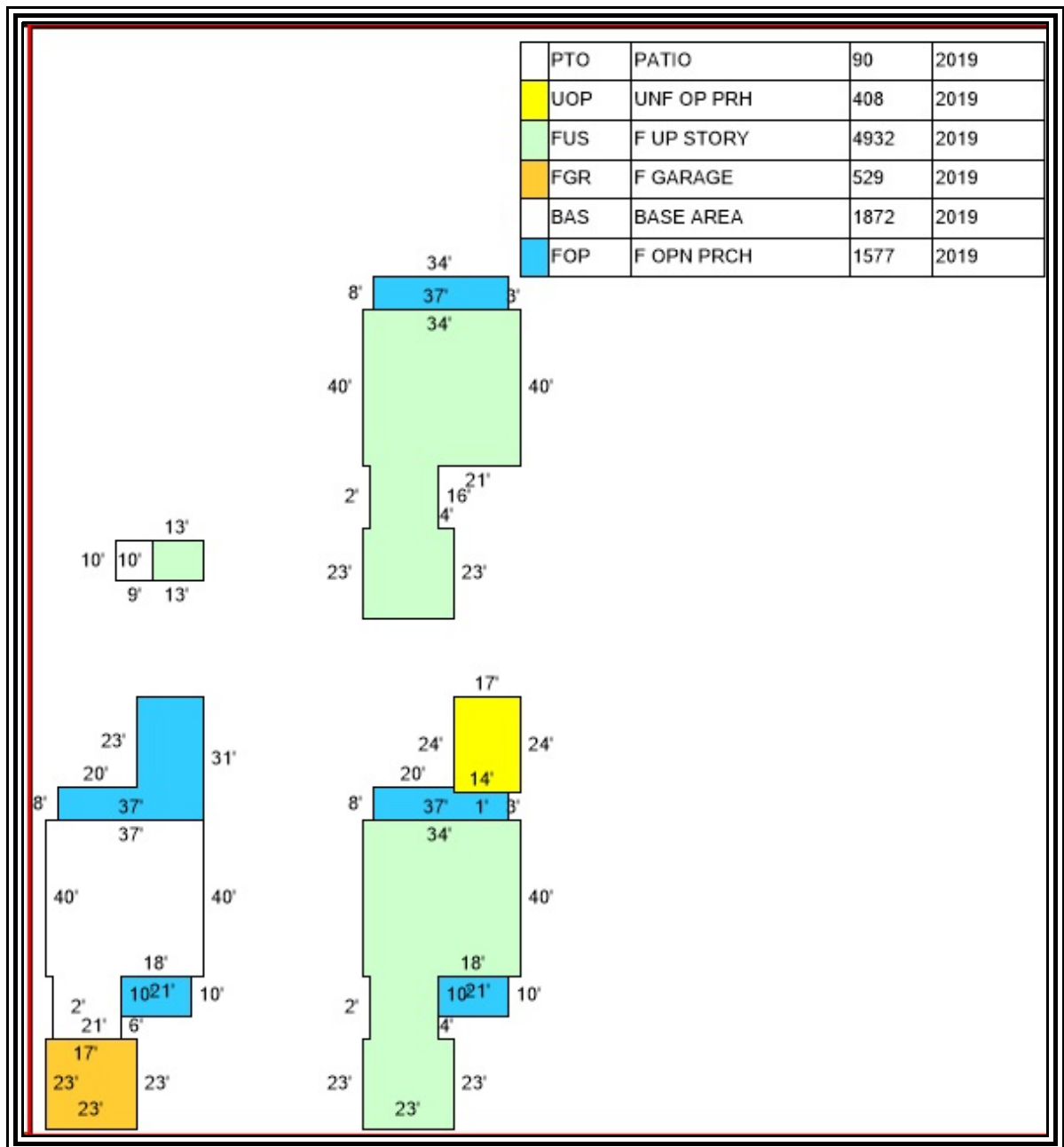
The subject improvement is new and in good condition.

Age:

Public records indicate this subject improvement was just completed in 2019.

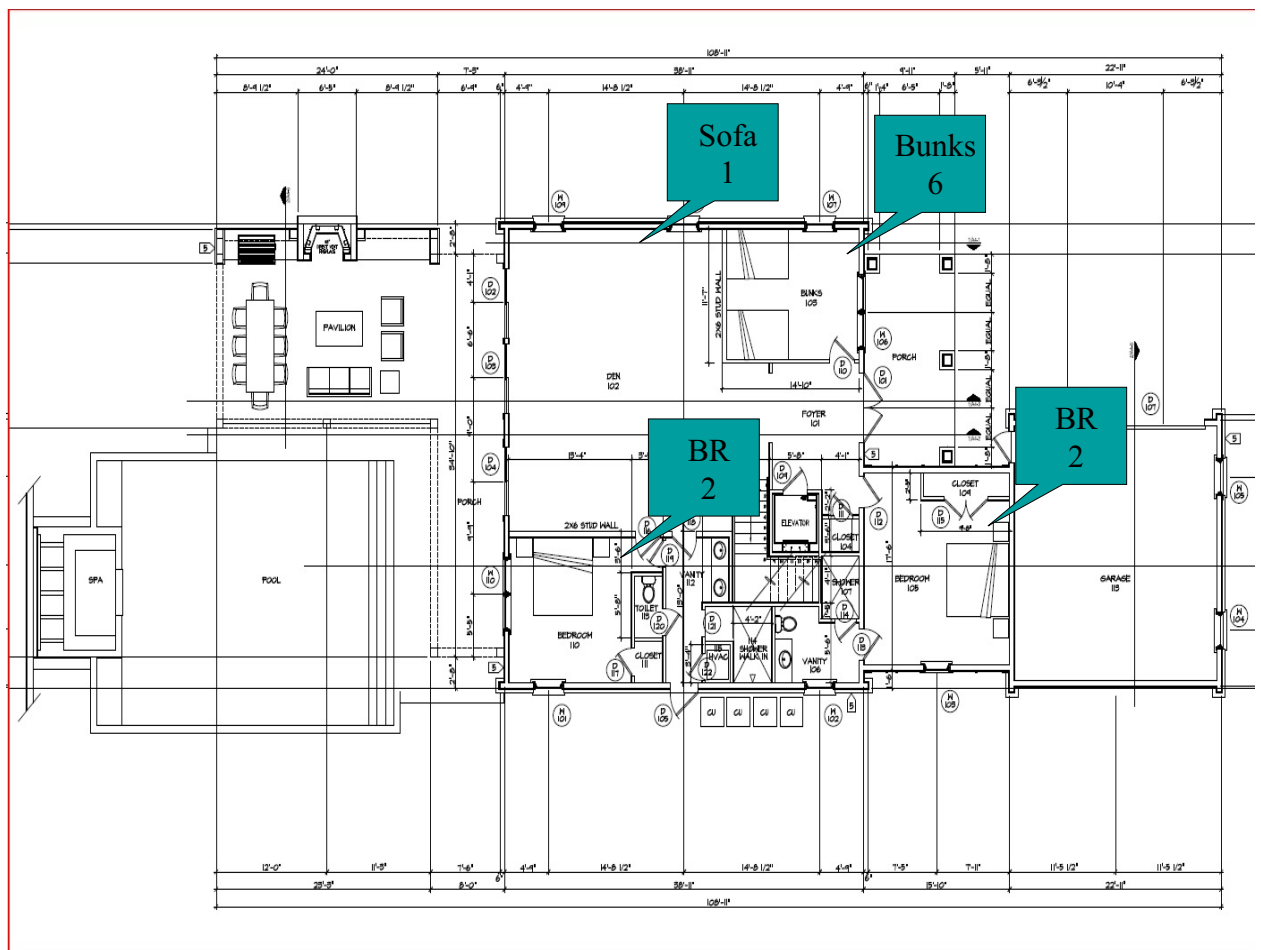
I consider the actual age and the effective age to be a similar one year. I estimate an economic life of 55 years and a physical life of 75 years.

See the following sketch from the Okaloosa County Property Appraiser web site.



See the following plans provided by the client.

The first level sleeps eleven (11) as indicated below.



2nd FLOOR

Overall dimensions: 128'-0" (width) x 108'-0" (depth).

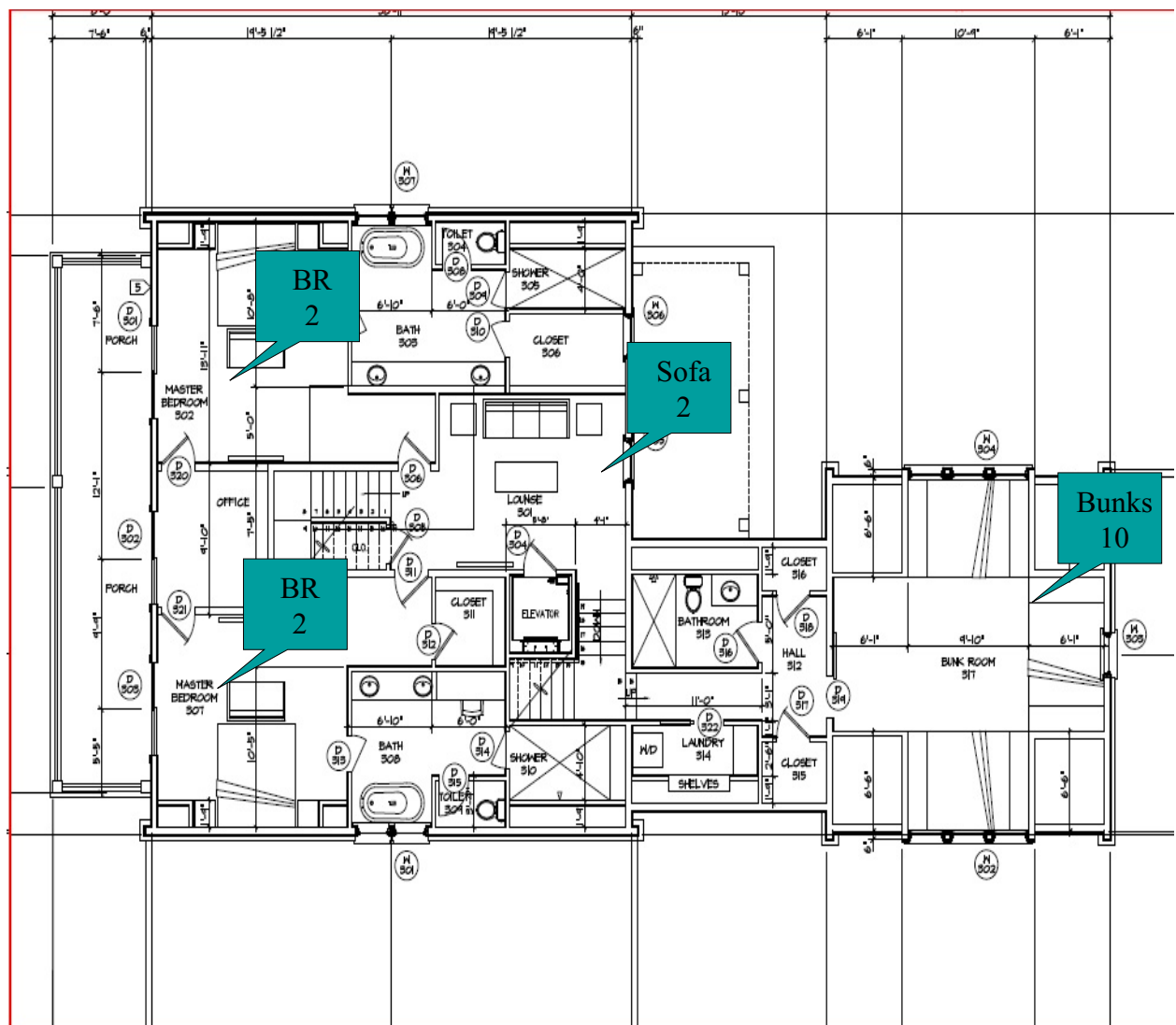
Room labels and dimensions:

- SUN DECK
- PORCH (6'-0" x 11'-0", 9'-0" x 11'-0", 9'-0" x 11'-0")
- DINING 202 (14'-0" x 12'-0")
- LIVING 201 (14'-0" x 12'-0")
- KITCHEN 208 (11'-0" x 11'-0")
- PANTRY 204 (4'-0" x 11'-0")
- VANITY 201 (4'-0" x 11'-0")
- ELEVATOR
- HALL 206
- POWDER 213 (4'-0" x 11'-0")
- BATH 215 (4'-0" x 11'-0")
- BEDROOM 207 (11'-0" x 11'-0")
- BEDROOM 210 (11'-0" x 11'-0")
- BEDROOM 214 (11'-0" x 11'-0")
- CLOSET 208 (4'-0" x 11'-0")
- CLOSET 209 (4'-0" x 11'-0")
- CLOSET 210 (4'-0" x 11'-0")
- CLOSET 211 (4'-0" x 11'-0")
- CLOSET 216 (4'-0" x 11'-0")

Callouts:

- Sofa 2
- BR 2
- BR 2
- BR 2

This is the third level which sleeps sixteen (16)



Exterior Photographs:



FRONT OF SUBJECT



REAR OF SUBJECT

First Level Sleeping eleven (11).



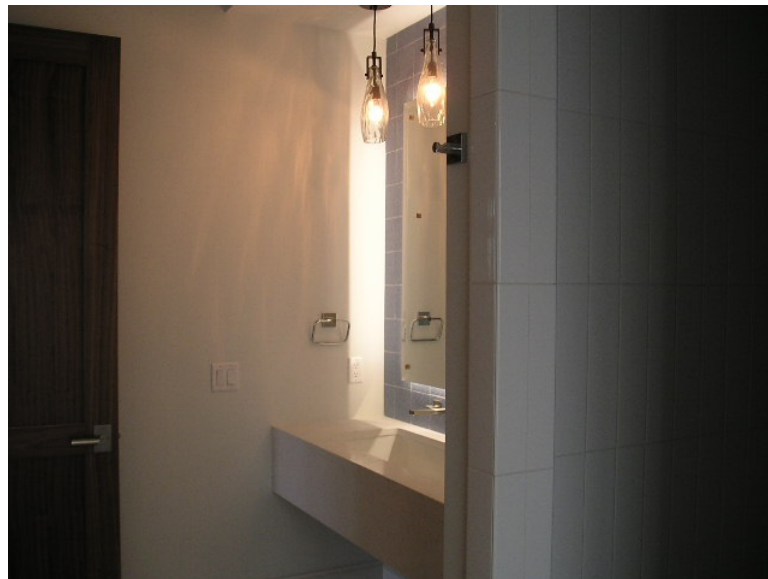
GAME ROOM WITH SOFA SLEEPING ONE (1)



BUNK ROOM SLEEPING SIX (6)



BEDROOM WITH KING SLEEPING TWO (2) BEDROOM #1



FULL BATH SUPPORTING BEDROOM #1 - BATH #1



BEDROOM WITH KING SLEEPING TWO (2) - BEDROOM #2



FULL BATH SUPPORTING BEDROOM #2 - BATH #2

Second Floor Area Features Kitchen and Great Room and Sleeps Eight (8):



KITCHEN



GREAT ROOM



BEDROOM WITH KING SLEEPING TWO (2) - BEDROOM #3



FULL BATH SUPPORTING BEDROOM #3 - BATH #3



BEDROOM WITH KING SLEEPING TWO (2) - BEDROOM #4



FULL BATH SUPPORTING BEDROOM #4 - BATH #4



BEDROOM WITH KING SLEEPING TWO (2) - BEDROOM #5



FULL BATH SUPPORTING BEDROOM #5 - BATH #5



HALF BATH FOR COMMON USE - BATH # 5.5



SECOND LEVEL BALCONY

Third Level Sleeping Sixteen (16):



DEN WITH SOFA SLEEPING TWO (2)



LAUNDRY



BUNK ROOM SLEEPING TEN (10) - BEDROOM #6



FULL BATH SUPPORTING BEDROOM #6 - BATH # 6.5



BEDROOM WITH KING SLEEPING TWO (2) - BEDROOM #7



FULL BATH SUPPORTING BEDROOM #7 - BATH #7.5



BEDROOM WITH KING SLEEPING TWO (2) - BEDROOM #8



FULL BATH SUPPORTING BEDROOM #8 - BATH #8.5



WET BAR BETWEEN TWO BEDROOM ON THIRD LEVEL



THIRD LEVEL COVERED BALCONY

Fourth Level Viewing Deck Area - No Sleeping Capacity



VIEWING DECK



ACCESS TO VIEWING DECK



VIEW TO SW



VIEW TO SE

Exterior Amenity Photographs:



IN GROUND SWIMMING POOL



SPA



LANAI AND SUMMER KITCHEN



ATTACHED TWO CAR GARAGE

Taxes:

The tax identification number, gross tax amount due, amount paid, and assessed value for the 2018 tax year.

Tax Identification Number	Assessed Value	Gross Tax Amount Due	Amount paid	Amt. Due
00-2S-22-5445-0000-0020	\$235,010	\$3,050.09	None	\$3,050.09

The 2018 taxes remain unpaid and are due on March 31, 2019.

There are no previous year taxes owing.

It is my experience that assessed value has little correlation with current market value and are typically lower than market value with a few exceptions. I also note that 2020 ad valorem taxes will be much higher after the certificate of occupancy is awarded. As the subject will be taxed as improved property.

2018 Roll Details — Real Estate Account At HUTCHISON 84, DESTIN 32541

Real Estate Account #002S22544500000020

Pay All: \$3,050.09

2018

2017

2016

\$3050.09 due

PAID

PAID

Apply for the 2019 Installment Payment Plan

Get Bills by Email

Pay this bill: \$3,050.09

Owner: 12 HUTCHINSON LLC
1159 TROON DR
MIRAMAR BEACH, FL 32550

Situs: HUTCHISON 84
DESTIN 32541

Account number: 002S22544500000020

Alternate Key: 1109233

Millage code: DEDF - DESTIN

Millage rate: 12.8406

Assessed value: 235,010

School assessed value: 240,108

Unimproved land value: 235,010

84 Hutchison

84 Hutchison St

View larger map

Woodward St

es 120

Camille's at Cry

Location is not guaranteed to be accurate

2018 Annual bill

View

Ad valorem: \$3,050.09

Non-ad valorem: \$0.00

Total Discountable: 3050.09

No Discount NAVA: 0.00

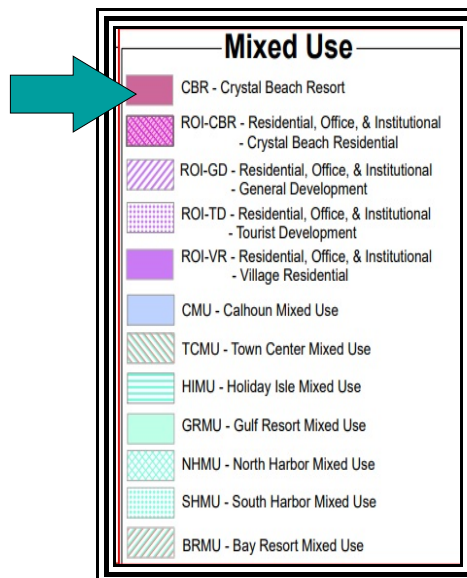
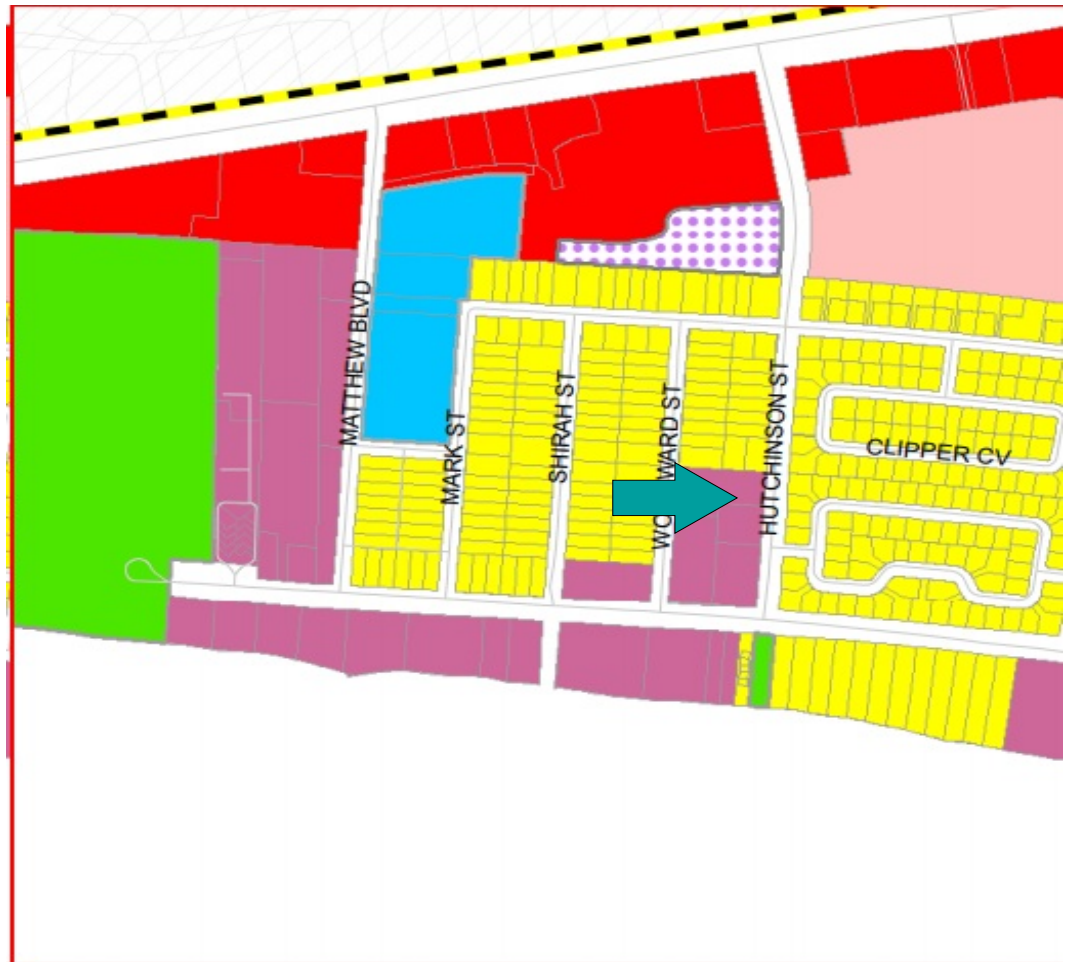
Total tax: \$3,050.09

Legal description

HUTCHINSON COURTS LOT 2

Zoning:

The following map indicates zoning for the subject parcel. The subject is zoned Crystal Beach Resort by Destin. See following pages for detailed identification of allowable uses.



LAND DEVELOPMENT CODE COMMENTS

The following excerpts were taken from the Destin Land Development Code, currently on line.

This first excerpt states that Crystal Beach Resort is designed for permanent and short term residential use. I note that this description of the Crystal Beach zoning designation is silent regarding the number of allowable guests and does not limit guest numbers.

Policy 1-2.4.2: Crystal Beach Resort (CBR). The "CBR" designation provides for residential and limited nonresidential uses. Both permanent long-term and short-term residential uses are permitted. Commercial hotels, motels, bed and breakfast establishments, and other commercial transient living accommodations shall be allowed. Nonresidential uses shall include places of worship, community buildings, public facilities, schools, libraries, post offices, childcare centers, clubhouses, museums, visual and performance arts buildings, neighborhood retail commercial goods and services not exceeding 5,500 square feet designed primarily to serve the needs of the Crystal Beach resort area, offices, medical and dental clinics, laundries and dry cleaning drop off centers, banks, fitness centers, dinner clubs and restaurants. The following maximum development standards shall be applied to future development within "CBR" designated areas:

This second excerpt defines long term rental and short term rental. I again note that the definition of short term rental is silent regarding the number of allowable guests.

Policy 1-2.1.1: Residential Uses Defined. Residential uses shall include several structure types used for housing, including single-family detached dwellings and multiple-family structures including duplex structures units, town homes and other detached single-family structures, apartments, patio homes, atrium homes, and similar multiple-family structures. The specific FLUM designations shall identify where single-family and multiple-family structures may be located. Following are the definitions for long-term residential and short-term residential.

1. **Long-Term Residential.** Long-term residential uses shall be defined as any residential accommodation that is available for occupancy for 181 days or more. Long-term residential uses shall include lock-out units, as defined in the Glossary.
2. **Short-Term Residential.** Short-term residential uses shall be defined as any residential accommodation that is available for occupancy for 180 days or less. Short-Term Residential uses shall include lock-out units, as defined in the Glossary.

This third excerpt defines the grandfather clause. This clause states clearly that the grandfather status may be released only by the vested entity

Policy 1-2.1.5: Grandfather Clause. Existing land uses that were lawfully conforming uses prior to the effective date of the Comprehensive Plan, shall continue as lawful uses and shall be regulated through administrative remedies for vested rights issues that shall be included in the LDC. Building heights, density and/or intensity which (a) are actual present and which lawfully existed prior to the effective date of the Comprehensive Plan, or (b) were authorized pursuant to a development order, which development order remained unexpired as of the effective date of the Comprehensive Plan, shall continue to be legal building heights, density and/or intensity (as applicable) after adoption of the Comprehensive Plan. All duly approved and recorded lots, subdivision and condominium plats of record, which existed as legal lots, subdivision and condominium plats of record prior to the adoption of this Comprehensive Plan shall continue to be legal lots, subdivision and condominium plats of record after adoption of the Comprehensive Plan. This grandfather status may only be relinquished voluntarily by the vested entity. All subdivisions, condominium plats and all replats shall comply with the Comprehensive Plan objectives and Policies, including maximum density provisions. Similarly, all new development shall comply with the Comprehensive Plan and LDC unless the development is found to have a vested right in a land use, building height, density or intensity that is in conflict with the Comprehensive Plan and LDC. Under such condition the grandfather clause shall be applicable unless voluntarily relinquished by the vested entity. The intent is to sustain demonstrated private property rights while preserving the public interest, welfare, health, and safety. Notwithstanding, any single-family home that is subject to redevelopment shall be allowed to reconstruct, providing adopted building and construction codes as well as this ordinance and the size and dimension criteria of the LDC are met.

CONCLUSION

Based on these excerpts, I conclude that prior to the promulgation of Ordinance 18-29-CC, there were no restrictions to the number of allowable guests.

History:

The subject has been owned by the current owner since 5/23/2016 when they purchased it from the Mary Feiler Trust for \$492,000 per ORB/P 3249/1942.

There was a subsequent transfer for \$100 on 9/18/2017 per ORB/P 3317/1438. This transfer was an administrative transfer.

I do not consider the previous sale to have any relevance to the value opinions based on income analysis in this report.

The owners then constructed the subject improvement.

Active Listings:

The subject is not listed for sale and has not been listed for sale in the previous three years.

Current Use:

The subject is currently a recently constructed detached single family home planned for seasonal rental, catering to large family groups.

Surrounding Uses:

The surrounding use in the Crystal Beach area is a mix of full time occupants and seasonal renters.

MARKET AREA ANALYSIS - SEASONAL RENTAL MARKET

I am restricting this analysis to the seasonal rental market.

Up until perhaps 2000, the great majority of seasonal rentals were condominium units.

However, the growing demand for larger spaces to accommodate extended families in one place led to the conversion of many larger homes to seasonal rents. It also spurred the construction of homes specifically designed for large rental parties.

Such homes feature typical living areas but emphasize a substantial number of bedrooms and baths. Often bedrooms are equipped with multiple built - in bunks for sleeping children.

Most homes also feature sofa sleepers which can sleep additional children.

Many of these homes, and certainly those recently constructed for this purpose, featured swimming pools and lanai areas as an exterior amenity.

This market has flourished as Destin is nationally recognized as a tourist attraction.

It is common to see Realtors addressing gross rental amounts or gross rental projections in MLS Listings. While the value of homes similar to the subject is estimated generally by a size / value per SF component, the fact that a home generates a substantial amount of income makes it a more attractive and safe purchase than a home which is not rented for seasonal income.

Another factor worthy of discussion is that many owners now self - manage. Typically in the past, management of rentals was performed by one of several large real estate companies, such as Resort Quest, Dale Peterson, Newman Dailey and Southern Resorts. However, in the past 10 years a substantial number of smaller management companies have surfaced.

Management fees for seasonal rentals range from perhaps 15% to 25% of gross revenue.

Entrepreneurial owners have recognized this expense line and many now self - manage with the aid of Vacation Rental By Owner (VRBO) or some similar search engine.

The seasonal rental market is increasing in the Destin/Miramar Beach market as the thriving national economy allows discretionary vacations.

I would consider the seasonal rental market to continue to flourish over the next several years.

However, with the promulgation of Ordinance 18-29-CC, limiting the subject to 20 guests, I would project a diminution in value.

HIGHEST AND BEST USE 'AS IS'

Legally Permissible

The subject property is zoned (and designated for future land use) as *Crystal Beach Resort (CBR)* by the City of Destin, Florida.

This zoning and land use designation allows for both single-family and mixed use developments, including hotels, and restaurants. The use of the subject for single-family short-term rentals is therefore allowed in this district.

Physically Possible

The subject property appears to be relatively level and well drained. Soil and subsoil conditions nearby appear compatible with both low-rise, multi-story use and traditional commercial development. All utilities required for commercial or 'mixed use' are presently at the site. The size and dimensions of the site are sufficient to allow a wide variety of legally permissible uses. The shape of the site is rectangular and this shape does not limit utility. Transportation of construction materials or labor to the site is estimated to be relatively simple due to the central location of the site within the overall market. Access to the site is above average.

However, the most compelling substantiation that the subject is physically possible is the fact that it already exists.

Therefore, use of the subject property for single family use as a seasonal rental is physically possible.

Financially Feasible

Value opinions derived in the income approach to value indicate the existing improvement contributes value to the underlying land. There is substantial other ongoing seasonal rental use in the market, suggesting that there is broad appeal for seasonal rental properties.

Therefore, continued use of the subject property for a detached single family residence used for seasonal rental income is financially feasible.

Maximally Productive

The alternatives of addition, demolition, expansion, modernization, or conversion to alternate uses have been considered within the legal, physical, and financially feasible parameters. Several alternatives exist.

Alternatives for use of improvements:

Expansion

The existing subject improvement is 6,804 HVAC SF. The subject is typical of most seasonal rental homes. Thus, there is no need for expansion. Any expansion would come at a cost of parking and/or access. Thus, expansion beyond what is existing, does not appear to be appropriate and feasible.

Renovation

Typically, any existing property could benefit from renovation. However, the subject was just developed and is a state of the art facility. Thus, I would not consider imminent renovation to be required or practical.

Downsizing

The existing subject improvements are 6,804 HVAC SF. I see no reason to downsize the subject improvement as it appeared that all of it is usable space. Thus, downsizing beyond what is existing does not appear to be appropriate, physically possible and feasible.

Subdividing

The purpose of the subject is to lease it seasonally to large parties of guests. Subdivision would not be legally approved and does not appear to be financially prudent as the parties of guests would be smaller and grouping smaller parties together in the same pool could prove problematic. I would not consider subdivision to be prudent or feasible.

Demolition

The subject is a newly constructed home, currently in good condition. It features a probable 55 years of remaining economic life and a probable 70-75 years of remaining physical life.

I do not consider demolition and replacement with alternative improvements to be a superior use to the currently planned

use as a rental property. No alternative use would be certain to serve the land better. Thus, the subject is not a candidate for demolition.

Utilizing existing improvements

Continued use 'as is' as a seasonal rental, as planned, is considered the maximally productive use.

Conclusion of Highest and Best Use 'as is'

Analysis of recent trends and current market supply and demand indicate that the maximally productive highest and best use of the subject property is continued use as a detached single family residence used for seasonal rental income.

Conclusion of Highest and Best User 'as is'

Analysis of recent trends and current market supply and demand strongly indicate the most probable user is an entrepreneurial user who primarily self manages and leases the subject for seasonal rental income with a small amount of personal use.

SUMMARY OF ANALYSIS AND VALUATION

Methodology

Site valuation derived from Sales Comparison Analysis involves direct comparisons of the subject property to similar properties selling in the marketplace to derive a comparative value indication for the subject property 'as if vacant,' as of the effective date of value. This approach is also called the 'direct sales comparison approach', or the 'market approach', and tends to be the most reliable approach for developing an opinion of the value of vacant land or sites available for development. Other methods of developing the value of land are available. Allocation, extraction, land residual, ground rent capitalization, and discounted cash flow analysis are all recognized as reasonable methods.

The cost approach is a reliable methodology for new, or nearly new, buildings. I estimate the replacement cost or reproduction cost, in this case replacement construction cost, of the existing or existing improvements and site improvements (including direct and indirect costs as well as an appropriate developer profit), deducting accrued depreciation from physical, functional, and external sources from the total replacement or reproduction cost new. The depreciated replacement or reproduction cost of the improvements is added to the value of the site resulting in a value indication of the fee simple interest in the property.

The sales comparison approach is based on the 'Principle of Substitution' which indicates an informed purchaser would pay no more for a property than the cost of acquiring an equally desirable substitute property with the same or similar utility. This approach is applicable when an active market provides sufficient quantities of reliable data which can be verified from authoritative sources. The Sales Comparison Approach is reliable in an active market or if an opinion of value is related to properties which there are comparable sales available. This approach to value is also relevant when sales data can be verified with the principals to the transaction. Heavy emphasis is usually placed on this approach to value in an active market.

The income approach is recognized as a reliable approach for developing an opinion of the value of 'income producing' property to an investor. The income approach consists of methods, techniques, and mathematical procedures an appraiser uses to analyze a property's capacity to generate income and convert income into an indication of present value either by capitalizing the current income at a market capitalization rate or discounting the future cash flows into a present value estimate using an appropriate yield (discount) rate. The appraisal process emulates the market, and the most probable purchaser would be an investor. Two (2) techniques associated with the income approach are direct capitalization and discounted cash flow analysis.

Methodology employed and explanation of the exclusion of any of the three (3) approaches to value

I am not performing cost analysis. In addition, the problem to be solved is to derive the diminution in value based on the guest restrictions included in Destin Ordinance 18-29-CC. The number of guests would have no impact on the cost to construct.

I am not performing sales comparison analysis. The impact of Destin Ordinance 18-29-CC may not be evident in the market for several years in the selling prices of homes. The ordinance allows a five year grandfather period. Homes sold in this grandfather period may not indicate a decline in selling prices and it would not be reliable to estimate diminution in value based on comparable sales until a larger array of data was available for use in sales comparison analysis.

I am performing income analysis. I will identify contract rents for the subject (in this case, projected rents) and then identify market rents which support the subject contract rent. I will then identify operating expenses and subtract operating expense from gross rent to arrive at a net operating income (NOI). I will then apply a market based capitalization rate to the NOI to arrive at a value for the subject, prior to the promulgation of Destin Ordinance 18-29-CC.

I will then identify the rental incomes for homes which are allowed only 20 guests. I will then subtract expenses for the rents of 20 guest homes and arrive at their NOI. I will then derive a value by capitalizing this NOI.

Finally I will subtract the value for a 20 guest house from the value of a 35 guest house and this figure will be the diminution in value.

**COST ANALYSIS
NOT PERFORMED**

SALES COMPARISON ANALYSIS NOT PERFORMED

INCOME ANALYSIS 'AS IS'

DESCRIPTION OF INCOME ANALYSIS METHODOLOGY

The income approach to value is based on the principle of anticipation, in that the value of the subject property correlates to the present worth of the future right to receive benefits in the form of income to be received by the owner. The income approach considers the property from an investment interest with the assumption that the amount of income, coupled with the regularity and quality of the income stream, are the basis for valuing the property based on income analysis.

The income approach is applied by identifying the net income by first identifying gross income and then deducting from the gross income the expenses of operating a property to arrive at a net income, generally identified a Net Operating Income (NOI).

The estimated NOI is then converted to a value opinion by utilizing either a Discounted Cash Flow Analysis, or a Direct Capitalization Analysis, or both.

Discounted cash Flow Analysis:

The Discounted Cash Flow Analysis (DCF) is an analysis where a discount rate is applied to a series (typically several years) of income streams with a reversion after typically 7 to 10 years. The appraiser must specify the quantity, variable nature of the income, timing of payments (monthly/quarterly/annually) to a present value at a specified yield rate. The DCF analysis is most applicable when the net income is projected to be variable and when the property is on a sufficient size and investment value to influence market participants to evaluate purchase decisions based on DCF.

I note that I did not perform DCF analysis as it is my opinion that market participants would not use DCF analysis to base decisions to either purchase or sell properties such as the subject.

Direct Capitalization:

The conversion of a net income to a current value is called capitalization. Capitalization is a method which is used to convert the estimate of a single year's net income actual figures and/or expectancy of income into a value opinion by dividing the income by a appropriate rate of capitalization, as estimated by the appraiser. This technique employs capitalization rates derived from the market, using both capitalization rates from recent sales of similar properties, generally augmented by national indices, or other mathematical progressions. This process provides a one year snap shot of the property value. Future yields and values are not directly identified. The direct capitalization analysis is most appropriate for small to medium sized income producing properties, in stable markets with a forecast of generally stable income.

The procedural steps involved in capitalization are as follows:

Develop the probable gross income by identifying historical performance, income projections and market incomes from comparable properties which support the historical or projected subject income.

Estimate vacancy and collection losses to arrive at Effective Gross Income (EGI).

Estimate and subtract operating expenses to arrive at NOI.

Develop a capitalization rate which is supported by the market.

Divide the NOI by the capitalization rate to derive a value opinion.

I am employing the direct capitalization analysis to derive values in this analysis.

I note for the reader that steps #1 and #2 are generally combined in the analysis of seasonal resort properties. Owners and management companies tend to provide actual income which has already accounted for vacancy and collection loss.

INCOME ANALYSIS - ESTIMATE OF CAPITALIZATION RATE

The capitalization rate is a rate which is applied to the Net Operating Income (NOI) to derive a value for a property. As the chart below indicates, you can derive a capitalization rate by dividing the NOI by the purchase price.

The following excerpt will provide some explanation of capitalization rates.

Capitalization rates are used in a formula. As seen below, dividing the net operating income by the purchase price indicates the capitalization rate.

Another variation of the formula is to divide the net operating income by the capitalization rate and this process will indicate the value of the property.

What Is a Cap Rate?

A cap rate is simply a formula. It's the ratio of a rental property's net operating income to its purchase price (including any upfront repairs):

Cap Rate =

Net Operating Income (NOI) ÷ [Purchase](#) Price

The formula can be used on the level of an individual property by looking at its net operating income compared to its value. But it can also be used on the level of an entire market by taking *average* cap rates for a large group of properties.

Importantly, the cap rate formula does NOT include any [mortgage](#) expenses. As you can see in the formula for net operating income below, the expenses do not include [a mortgage](#) or interest payment.

Gross Rental Income

- Vacancy/Credit Loss Reserve
- Property Taxes
- Property Insurance
- Maintenance/Repairs
- Common Utilities (if any)
- Other expenses (ex: license)
- = Net Operating Income

RealtyRates.com INVESTOR SURVEY - 1st Quarter 2019*																								
CURRENT & HISTORICAL CAP RATE INDICES																								
Method-Weighted* Property Category Indices																							Weighted* Composite Indices	
Apts		Golf		Healthcare Senior Housing		Industrial		Lodging		MH/RV Park		Office		Retail		Restaurant		Self Storage		Special Purpose				
Year	Rate	BP	Rate	BP	Rate	BP	Rate	BP	Rate	BP	Rate	BP	Rate	BP	Rate	BP	Rate	BP	Rate	BP	Rate	BP		
2018	8.42	26	12.02	30	9.01	14	8.19	23	10.53	25	9.56	30	9.04	10	9.38	20	11.57	15	9.86	29	11.64	40	9.64	22
4th Qtr	8.46	8	12.08	11	9.07	11	9.23	7	10.53	1	9.62	13	9.08	13	9.44	10	11.62	11	9.92	13	11.71	11	9.68	9
3rd Qtr	8.37	-4	11.97	-5	8.96	-2	9.16	-5	10.52	-7	9.50	-5	8.95	-6	9.33	-3	11.51	-4	9.79	-7	11.60	-3	9.59	-5
2nd Qtr	8.41	3	12.02	5	8.98	3	9.21	5	10.59	6	9.55	5	9.00	0	9.36	4	11.56	4	9.86	6	11.63	5	9.64	4
1st Qtr	8.38	23	11.97	28	8.96	13	9.16	22	10.52	31	9.50	28	9.00	5	9.32	17	11.52	26	9.81	25	11.58	34	9.60	21
2017	8.16	4	11.73	-2	8.87	-6	8.96	-12	10.28	5	9.26	11	8.94	-22	9.19	-8	11.42	-15	9.57	-9	11.25	4	9.42	-6
2016	8.13	-2	11.75	6	8.92	12	9.08	15	10.22	0	9.15	15	9.16	16	9.27	12	11.57	-10	9.67	14	11.21	10	9.48	9
2015	8.15	-9	11.69	-14	8.80	-9	8.93	-10	10.22	-20	8.99	-18	9.00	-6	9.15	-11	11.66	-13	9.52	-22	11.11	-12	9.40	-12
2014	8.24	-15	11.83	-9	8.89	-1	9.03	-4	10.43	-17	9.17	-5	9.06	-22	9.26	15	11.79	-6	9.75	-20	11.24	14	9.52	-7
2013	8.39	14	11.92	-14	8.90	5	9.07	-2	10.60	3	9.22	14	9.28	-19	9.11	-4	11.86	9	9.95	-24	11.10	1	9.58	-2
2012	8.25	-35	12.07	6	8.85	-36	9.09	-40	10.57	-24	9.08	-39	9.47	3	9.15	-13	11.77	6	10.19	-49	11.09	-4	9.60	-21
2011	8.60	-29	12.00	-22	9.21	-40	9.49	-11	10.81	-24	9.48	-8	9.44	-10	9.28	-26	11.70	-14	10.69	-3	11.12	-17	9.81	-19
2010	8.89	4	12.22	5	9.62	15	9.60	12	11.05	7	9.55	22	9.54	16	9.54	25	11.84	12	10.72	21	11.30	0	10.00	13
2009	8.85	8	12.17	16	9.47	10	9.48	10	10.98	-7	9.33	1	9.38	29	9.29	20	11.72	15	10.50	37	11.30	8	9.87	14
2008	8.77	-4	12.01	29	9.37	-16	9.38	-14	11.05	56	9.32	-5	9.09	-16	9.09	-11	11.57	-28	10.13	20	11.22	-7	9.74	-1
2007	8.81	-45	11.72	-21	9.53	-65	9.52	-25	10.49	-28	9.37	-26	9.25	-47	9.20	-12	11.85	61	9.93	-38	11.29	-24	9.75	-28
2006	9.26	12	11.93	47	10.18	15	9.77	35	10.77	27	9.63	41	9.72	26	9.32	30	11.24	18	10.31	27	11.53	9	10.03	26
2005	9.14	14	11.46	80	10.03	-16	9.42	-30	10.50	-21	9.22	19	9.46	6	9.02	16	11.06	5	10.04	13	11.44	-30	9.77	2
2004	9.00	-19	10.66	28	10.19	-37	9.72	19	10.71	-98	9.03	-48	9.40	-4	8.86	-19	11.01	-15	9.91	-13	11.74	-30	9.75	-19
2003	9.19	-2	10.38	-32	10.56	64	9.53	33	11.69	56	9.51	-11	9.44	1	9.05	-18	11.16	8	10.04	-53	12.04	105	9.94	12
2002	9.21	-40	10.70	18	9.92	-39	9.20	-61	11.13	26	9.62	-60	9.43	-35	9.23	-62	11.08	-3	10.57	-12	10.99	-177	9.82	-41
2001	9.61	64	10.52	133	10.31	90	9.81	16	10.87	98	10.22	-68	9.78	-35	9.85	-53	11.11	47	10.69	13	12.76	32	10.23	21
2000	8.97		9.19		9.41		9.65		9.89		10.90		10.13		10.38		10.64		10.56		12.44		10.01	
* Weighted by methodology: Band-of-Investment, DCR Technique, Sales Survey																								
^ Further weighted by property category																								

The following chart provides some additional data regarding capitalization rates for apartments in some major metropolitan centers.

These rates are lower than the overall national rate for apartments identified on the previous page. I attribute this to the fact that the cities below are major metropolitan areas with a high density of population which keeps occupancy high and inspires investor confidence. In this regard, the Destin seasonal rental market is similar in its high density and national appeal.

Cap Rates For Stabilized, Class A Multifamily Apartments By City - 2017 (2nd Half)	
San Diego	4.25%
Chicago	4.75%
Atlanta	5.00%
Philadelphia	5.25%
St. Louis	5.75%
Cleveland	6.25%
Pittsburgh	6.50%
Detroit	7.25%

Single family homes are seldom valued via income capitalization. Most homes are owner occupied and the issue of rent and valuation through rent is generally not applicable. However, I identified the following excerpt from the internet which indicates a range of capitalization rates from 4% to 10% for single family homes. The reader will note in the excerpt immediately above that high demand areas feature lower capitalization rates and lower demand areas feature higher capitalization rates. I would again observe that Destin is a high demand area in the seasonal rental market. Thus, I would consider it probable that capitalization rates for single family homes in Destin were toward the low side of the 4% to 10% range.

Cap Rate for Single Family Home

Professionals purchasing commercial properties, for example, may buy at a 4% cap rate in high demand areas, or a 10% (or even higher) cap rate in low-demand areas. Generally, 4% to 10% per year is a reasonable range to earn for your investment property. Continuing with our example from above, $\$17,000 / 5\% = \$340,000$.

The following are two excerpts from the internet indicating that Panama City Beach, Florida boasts a very low capitalization rate of 4.9% and that the Destin, Florida market features a 4.75% capitalization rate for Airbnb rentals.

9. PANAMA CITY BEACH, FL

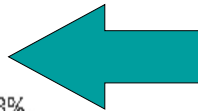
- *Short-Term Rental Cap Rate: 4.9%*

White sandy beaches, clear water, fishing piers, protected nature reserves, hiking trails... what more do you need to be convinced that Panama City Beach is one of the best places around the US to invest in a vacation rental.

Property prices are affordable with a median level of \$334,700, while short-term rental income stands around \$3,260. The average cap rate for vacation rentals is 4.9%.

2. Destin

- Median Property Price: \$695,000
- Airbnb Rental Income: \$2,720
- Traditional Rental Income: \$1,610
- Airbnb CoC Return: 2.3%
- Traditional CoC Return: 0.5%
- Airbnb Cap Rate: 4.7%
- Traditional Cap Rate: 2.8%
- Airbnb Occupancy Rate: 58.4%



The second among the [best places to buy a vacation home in Florida](#) is [Destin](#), with rental income from Airbnb just a few dollars below St. Augustine. However, this location is significantly more expensive. But it has a very important advantage for all those loving nature and sports – it is very famous for the fishing opportunities that it offers.

MARKET DATA BASED ON LOCAL SALES OF DETACHED HOMES USED FOR SEASONAL RENTAL

In addition to the national data provided above, I am also providing some data from actual sales in the local market.

I have some professional acquaintances who specialize in the management of large homes used for seasonal rentals. I have asked them to provide me some actual data from recent sales to help derive a local data base of capitalization rates.

On 7/13/2018, Frangista Beach E16 LLC (Nick Athens - a professional acquaintance well known to me) sold 3491 Scenic Highway 98 to Rich Rentals for \$3,000,000. This house is 6,008 HVAC SF and features nine (9) bedrooms and 9.5 baths. It is very similar to the subject and is a very good comparable indicator of capitalization rates. Mr. Athens stated that the net operating income was \$172,340. Dividing \$172,340 by \$3,000,000 indicates a capitalization rate of 5.74%.

On 9/4/2015, Nick and Tina Athens sold 1850 - 1852 Scenic Gulf Drive in Miramar Beach to Forty-Four Holdings for \$2,205,000. This was two side by side homes in Frangista Beach which were an aggregate 3,460 HVAC SF and which features Five (5) bedrooms and 7 baths. Mr. Athens stated that the net operating rent was \$133,200. Dividing \$133,200 by \$2,025,000 indicates a capitalization rate of 6.58%. I do not consider it a coincidence that the home with the fewest bedrooms featured the highest capitalization rate.

On 2/10/2016, Destiny Real Estate Ventures LLC sold 3463 Scenic Highway 98 to Charles Barone for \$3,615,000. This house is 6,465 HVAC SF and features eight (8) bedrooms and 6.5 baths. It is very similar to the subject and is a very good comparable indicator of capitalization rates. Mr. Giles stated that the net operating income was \$222,125. Dividing \$202,125 by \$3,615,000 indicates a capitalization rate of 6.15%.

On 1/11/2019, Kevin Hense sold 2984 Scenic Highway 98 to Russell and Susan Hancock for \$3,000,000. This house is 3,997 HVAC SF and features six (6) bedrooms and 5.5 baths. It is very similar to the subject and is a very good comparable indicator of capitalization rates. Mr. Hense stated that the net operating income was \$176,000. Dividing \$176,000 by \$3,000,000 indicates a capitalization rate of 5.87%.

RECAPITULATION OF LOCAL MARKET CAPITALIZATION RATES

The following table summarizes the capitalization rates identified in the narrative above.

Property Address	Capitalization Rate
3491 Scenic Highway 98, Destin	5.74%
1850 Scenic Gulf Drive, Mirimar Beach	6.58%
3463 Scenic Highway 98, Destin	6.15%
2984 Scenic Highway 98, Destin	5.87%
Average	6.0850%
Rounded	6.10%

I consider a rounded capitalization rate of 6.1% to be a market supported rate which is both credible and reliable.

This local rate is bracketed by the national rates from pages 58-60 above.

ESTIMATE OF VALUE PRIOR TO ORDINANCE 18-29-CC

Based on the current zoning and the Destin Land Development Code, and prior to the adoption of Ordinance 18-29-CC, there was no limit to the number of guests allowed in the subject improvement. The subject can accommodate up to thirty five (35) guests based on the data provided by the owner and my identification of sleeping capacity previously identified.

CURRENT CONTRACT RENT

I note that seasonal rentals are typically described with annual rental amounts as opposed to more consistent monthly rental rates.

Such rental amounts are generally described using gross income data, and/or projections of gross income data.

Appraisers need to then examine expenses to arrive at a net operating rent to capitalize. Expenses to gross revenue are ad valorem taxes, flood and hazard insurance, HOA dues, maintenance and repairs, utilities, lawn maintenance, pest control, professional fees and reserves. I note that interest/mortgage payments and depreciation are not expenses when capitalizing property for value.

In the case of the subject, it was just constructed and there is no historical rent available.

The owner is probably the most knowledgeable owner of large seasonal rental homes as this has been his niche occupation for the last approximate twenty (20) years. I consider his projection of income to be substantially credible.

I am accepting the projected income of \$400,000 for an annual period.

ESTIMATE OF EXPENSES

Mr. Giles provided me an estimate of expense of \$115,000. I assume this estimate includes ad valorem taxes at the improved rate and I would think that the ad valorem taxes will exceed \$20,000 annually. It also includes a management fee.

Subtracting \$115,000 from \$400,000 results in a net operating income of \$285,000.

These figures also indicate an operating expense ratio of 28.75%.

MARKET SUPPORT FOR SUBJECT GROSS AND NET INCOME

RATIO OF GROSS TO NET INCOME

I have attempted to derive gross and net income figures for comparable properties in the market. However, my research indicates that many owners and property managers are unwilling to divulge private financial information, especially the net income.

Thus, I will provide some market examples of properties where clients or close associates did divulge data.

The first example is a detached home located at 112 Sandprint Circle in the Dunes of Destin. The owners, Edward and Tari Furey, provided me with detailed data regarding income and expenses. They indicated annual revenue of \$325,000 and annual expense of \$100,000. This suggests an expense ratio of \$100,000 / \$325,000, or 31%, rounded.

I again spoke to Nick Athens who still owns a detached house at 4664 Destiny Way which grossed \$275,000 in 2018. The expenses for this property were an approximate \$89,000. This suggests an expense ratio of \$89,000 / \$275,000, or 32% rounded.

As a third indicator, I spoke to Kevin Hense, who sold a detached house at 2984 Scenic Highway 98 for \$3,000,000 on 1/11/2019. Mr. Hense indicated that the 2018 gross rent was \$263,000 and that the expenses were \$87,000. This suggests an expense ratio of \$87,000 / \$263,000, or 33%, rounded.

This well researched market data influences me to select an expense ratio of 32% for this analysis. I fully recognize that Mr. Giles' estimate was only 28.75%. However, both his projection of annual income and annual expense are made without any historical perspective relative to this particular subject property. I am choosing to be conservative in the analysis and will use an operating expense ratio of 32%.

GROSS RENT OF HOMES SLEEPING 30 + GUESTS

To provide market support for Mr. Giles' projection of \$400,000 gross rent and \$285,000 net rent, I am providing some market examples of other homes which lease as 30+ guest capacity. This information was provided by the existing client, Ben Giles, a professional well known to me.

Existing rentals - similar properties	#sleeps	Gross Revenue 2018
42 Miami St Miramar Beach	34	\$463,852.00
3487 Scenic Hwy 98 Destin	32	\$305,393.00
3463 Scenic Hwy 98 Destin	32	\$380,000.00
3461 Scenic Hwy 98 Destin	36	\$364,723.00
107 Hollywood St Miramar Beach	38	\$289,647.00

These five indicators of gross rent for homes which can accommodate 30 guests average \$360,723. The subject sleeps 35 guests while the average of the five rental comparables is 34.4 guests. Thus, one would expect the subject to gross an amount consistent with the average of the range. However, the subject is a new house and the market likes 'new'. I am selecting an income slightly above the average at \$375,000 annually.

I recognize that Mr. Giles estimated a rounded \$400,000. However, I am again choosing to be conservative and will weigh the larger amount of historical market data available to me.

The next step is applying the previously calculated expense ratio to the gross rent to arrive at a net operating rent average for the five comparable rentals. Applying a 32% expense ratio to \$375,000 results in a net rent of \$255,000, a figure which is lower than the Mr. Giles' estimate of \$285,000 of net rent.

Capitalizing \$255,000 with a 6.1% capitalization rate results in a value of \$4,180,327, rounded to \$4,180,000.

It is my professional opinion that the subject value, prior to the promulgation of Destin Ordinance 19-23-CC is \$4,180,000, based on income analysis.

ESTIMATE OF VALUE AFTER THE PROMULGATION OF ORDINANCE 18-29-CC

Destin Ordinance 18-29-CC reduces the subject sleeping capacity to 20 guests as the limit is two guests per bedroom, plus four (4) additional guests. There are eight (8) bedrooms. Thus, $2 \times 8 = 16 + 4 = 20$.

It is my opinion that the limit of 20 guests will have a negative impact on value.

To estimate the difference, I need to research the market for homes which are limited to 20 guests.

I have previously mentioned other homes which can accommodate only 20 guests.

I again spoke to Nick Athens who owns a detached house at 4664 Destiny Way which grossed \$275,000 in 2018. This house sleeps 20 guests

I also spoke to Kevin Hense, who sold a detached house at 2984 Scenic Highway 98 for \$3,000,000 on 1/11/2019. Mr. Hense indicated that the 2018 gross rent was \$263,000 and the home slept 24 guests.

In addition to these more detailed descriptions, I was also provided some additional raw data via email from Ben Giles regarding other homes that slept 20+/- . This information includes the address, number of allowable guests and annual income of comparable rentals.

3893 Sandprint Dr Destin	20	\$118,796.00
113 Los Angeles St Miramar Beach	19	\$137,307.00
1737 Scenic Hwy 98 Miramar Beach	20	\$144,814.00
96 Sarasota St Miramar Beach	22	\$143,813.00
100 Sandprint Cir Destin	20	\$105,000.00

Thus, I have seven (7) market comparable homes which sleep from 19 to 24 guests.

The average of the seven homes is \$169,675. The subject is still a new house and will probably rent for more as a new house whether the guest size is 35 or 20. Thus, I would consider the subject to command more rent than the average of the range and I am selecting a rounded \$200,000 of gross rent as compensation for the fact the subject new and more attractive to the market.

Applying the same 32% expense adjustment to convert gross rent to net operating rent results in a net operating rent of \$136,000, rounded.

Applying a capitalization rate of 6.1% to the net operating rent of \$136,000 results in a value after Ordinance 18-29-CC is applied of \$2,229,000, rounded to \$2,230,000.

ESTIMATE OF THE DIMINUTION OF VALUE

My research and analysis indicates that the value of the subject based on the right to sleep 35 guests is a rounded \$4,180,000.

My research and analysis indicates the value of the subject based on the limit to sleep only 20 guests is a rounded \$2,230,000.

It is my opinion the promulgation of Destin Ordinance results in an approximate \$1,950,000 diminution of value.

DIMINUTION OF VALUE

\$1,950,000

ADDENDA

Appraiser License

APPRAISER LICENSE

	
RICK SCOTT, GOVERNOR	JONATHAN ZACHEM, SECRETARY
STATE OF FLORIDA	
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION	
FLORIDA REAL ESTATE APPRAISAL BOARD	
THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES	
MARR, THOMAS A 220 HOSPITAL DRIVE FT WALTON BEACH FL 32548	
LICENSE NUMBER: RZ2645	
EXPIRATION DATE: NOVEMBER 30, 2020 Always verify licenses online at MyFloridaLicense.com	
Do not alter this document in any form.	
This is your license. It is unlawful for anyone other than the licensee to use this document.	
	

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Kimberly Romano Kopp, Esq.
Romano Kopp Law, P.A.
P.O. Box 445
Destin, Florida 32541

For Recording Purposes Only

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this ____ day of _____ 2019, ("Effective Date") by and between, 12 Hutchison, LLC. ("Owner") and the City of Destin ("City"), collectively referred to as the "Parties."

RECITALS

WHEREAS, on January 22, 2019, the City enacted Ordinance 18-29-CC, the Short-Term Rental Occupancy Ordinance ("Ordinance"), which limits the occupancy of short-term rental homes to two (2) people per bedroom plus an additional four (4) persons; and

WHEREAS, Owner owns the real property and improvements located at 84 Hutchison Street, Destin, FL 32541, as more particularly described in the attached Exhibit "A" (the "Property"); and

WHEREAS, on May 10, 2019, Owner filed a claim with the City, pursuant to the provisions of §70.001, Florida Statutes, the Bert J. Harris, Jr., Private Property Rights Protection Act (the "Harris Act"), alleging that the Property had been inordinately burdened by the adoption of the Ordinance, (the "Claim"); and

WHEREAS, the Harris Act provides for the City to have the ability to enter into a settlement agreement which would have the effect of a modification or variance to the application of a regulation or ordinance as it would otherwise apply to the subject real property, provided the relief granted protects the public interest served by the regulations at issue and is the appropriate relief necessary to prevent the governmental regulatory effort from inordinately burdening the real property; and

WHEREAS, the City has determined that the modifications to the effect of the Ordinance effected by this Agreement protect the public interest served by the Ordinance and are the appropriate relief necessary to prevent the regulatory effect of the Ordinance from inordinately burdening the Property; and

WHEREAS, the Parties now desire to settle and finally resolve all disputes between and among them concerning the Claim.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Occupancy Allowable Under Ordinance.** Owner is hereby granted a variance from the provisions of the Ordinance so that the Owner shall have the right to apply under the Ordinance for a maximum occupancy of thirty-five (35) overnight guests at the eight (8) bedroom vacation rental property noted above and the City shall grant such occupancy. The right shall continue in perpetuity, regardless of any future changes in ownership, provided that this right shall expire permanently if the Property were to be voluntarily remodeled or voluntarily rebuilt in such a manner as to decrease the number of bedrooms that existed at the date of the Claim. The Property remains subject to all other requirements of the City's regulations, including but not limited to regulations for short-term rentals, parking, trash, and noise. No greater than eight (8) vehicles may be parked on the Property. No vehicle may encroach upon the City's right-of way.

3. **Development in Accordance with Code.** Notwithstanding any provisions contained herein, the Owner shall at any time have the right and option to remodel, develop, or use the Property in accordance with the applicable ordinances of the City of Destin in effect at the time of application therefor, and this variance shall not be construed as making the Property in any way non-conforming.

4. **Entire Agreement.** The Parties acknowledge that this Agreement constitutes the entire agreement between them regarding the settlement of their dispute and any prior statements, whether oral or written, are merged herein. This Agreement may not be modified or amended without a written instrument signed by the party against whom enforcement is sought.

5. **Duration of Agreement.** This Agreement shall be perpetual and deemed to run with the land, and shall be binding upon and the benefits shall inure to the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

6. **Authority.** The signatories to this Agreement are expressly authorized to resolve their dispute as set forth herein and by their signatures here represent and affirm their authority to execute this Agreement.

7. **Governing Law.** The law of the State of Florida shall apply to this Agreement. Any dispute regarding this Agreement shall be litigated exclusively in the courts of Okaloosa County, Florida. The parties expressly consent to such agreed jurisdiction and venue, and waive any objections thereto.

OWNER: 12 Hutchison, LLC

Signature of Witness #1

Ben Giles

Print or type name

Signature of Witness # 2

Print or type name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2019, by
_____ and _____, who are personal known to me or who have
produced _____ as identification and who did not (did) take an oath.

Signature of Notary

(NOTARY SEAL)

Print or type name

CITY OF DESTIN

By: _____
Gary Jarvis, Mayor

Date: _____

ATTEST:

Rey Bailey, City Clerk

Date:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2019, by
_____ and _____, who are personally known to me or who have
produced _____ as identification and who did not (did) take an oath.

Signature of Notary

(NOTARY SEAL)

Print or Type Name

Approved as to form and legality for use and reliance
by the City of Destin, Florida, only.

Kimberly Romano Kopp, Esq.
City Land Use Attorney

Exhibit "A"

Legal Description of Property

Lot 2 of the Hutchison Courts plat, recorded in Okaloosa County Plat Book 28, Page 11, of the Public Records of Okaloosa County, Florida

DANA C. MATTHEWS

MICHAEL A. JONES

KENNETH M. BORICK
Of Counsel
Also admitted in Georgia and South Carolina

DANA C. "D.C." MATTHEWS II

SAMUEL B. TAYLOR



INSIGHT | INTEGRITY | INNOVATION

DANIEL C. O'ROURKE
Florida Supreme Court Certified
Civil and Family Mediator

CHRISTA P. DIVINEY
Board Certified Criminal Trial Lawyer
Also admitted in Alabama

LAURA PENTEL-KLANG

JESSICA L. STEWART

SALVADOR "A.J." GOMEZ

Reply to Destin

statum@destinlaw.com

May 10, 2019

VIA HAND DELIVERY

Mayor Gary Jarvis
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
gjarvis@cityofdestin.com

Dear Mayor Jarvis:

Our firm represents 13 Hutchison, LLC, the owner of the newly constructed home located at 86 Hutchison Street; Destin, Florida, also identified as Lot 1 of the Hutchison Courts plat, recorded in Okaloosa County Plat Book 28, at Page 11.

Due to the recent enactment of City of Destin Ordinance 18-29-CC, which limits the occupancy of short term rental homes to two (2) people per bedroom plus an additional four (4) persons, 13 Hutchison's reasonable investment-backed expectations for use of the home as a short-term vacation rental property have been inordinately burdened, as defined in the "Bert J. Harris, Jr., Private Property Rights Protections Act", Chapter 70, Florida Statutes ("Harris Act"). 13 Hutchison hereby submits this letter along with the enclosed Panhandle Appraisal Group property appraisal dated January 22, 2019, as a claim under the Harris Act against the City of Destin for One Million Nine Hundred Ninety-five Thousand Dollars (\$1,995,000.00), which represents the diminution in value of 13 Hutchison's property.

Pursuant to the provisions of the Harris Act, 13 Hutchison hereby demands payment in the amount of One Million Nine Hundred Ninety-five Thousand Dollars (\$1,995,000.00) plus attorneys fees and costs.

If no resolution is reached during the statutorily prescribed waiting period, 13 Hutchison intends to file suit pursuant to this claim and pursue any other legal remedies for the actions that gave rise to this claim. 13 Hutchison explicitly reserves the right to

DESTIN 4475 LEGENDARY DRIVE | DESTIN, FL 32541 | 850.837.3662 PHONE | 850.654.1634 FAX

NICEVILLE 323 E. JOHN SIMS PARKWAY | NICEVILLE, FL 32578 | 850.729.7440 PHONE | 850.729.7871 FAX

SANTA ROSA BEACH 2930 W. COUNTY HWY 30A, STE 202 | SANTA ROSA BEACH, FL 32459 | 850.682.6211 PHONE | 850.622.0898 FAX

DESTINLAW.COM

bring any and all legal challenges, appeals and objections with respect to Ordinance 18-29-CC.

Sincerely,



C. Stephen Tatum
Matthews & Jones, LLP
Attorney for 13 Hutchison, LLC

Enclosure

cc: Lance Johnson, City Manager (via email)
Rey Bailey, City Clerk (via email)
Kimberley Romano-Kopp, Esq. (via email)
Client

APPRAISAL REPORT



**PROPERTY: AN APPROXIMATE 6,765 SQUARE FOOT HEATED AND COOLED
RESORT RENTAL RESIDENCE, SITED ON AN APPROXIMATE 8,000 SF SITE
WITH ASSOCIATED SITE IMPROVEMENTS INCLUDING RESORT POOL AND SPA**

86 HUTCHISON STREET, DESTIN, OKALOOSA COUNTY, FL



**EQUIVALUE APPRAISAL, LLC
PROFESSIONAL APPRAISAL AND VALUATION SERVICES
PO Box 5326
DESTIN, FLORIDA 32540
PHONE (850) 424-6119**

Jason P. Shirey, MAI, CCIM, CPM
State-Certified General Real Estate Appraiser, RZ3186 (FL)
Direct Phone (850) 543-5953 (Mobile)
EquiValue Appraisal File No.: 190-091

APPRAISAL REPORT

Of Resort Residential Property

+/-8,000 SF of Mixed-Use Zoned Land

Improved with An Approximate 6,765 SF Heated and Cooled Resort Rental Residence
And Associated Improvements Including Pool, Spa, Summer Kitchen and Rooftop
Observation Deck

Location

86 Hutchison Street
Destin, Okaloosa County, FL
32541

Property Owner

13 Hutchison, LLC

Effective Date

January 22, 2019 (Restrospective)

Report Date

March 15, 2019

Client / Intended User

Matthews and Jones, LLP

Attn: Mr. Dana Matthews
4475 Legendary Drive
Destin, FL 32541

Prepared by:

Jason P. Shirey, MAI, CCIM, Cert Gen RZ3186



Phone 850 424 6119 Fax 888 774 4503

EquiValue Apprasial, LLC File #: 190-091

March 15, 2019

Matthews and Jones, LLP

Attn: Mr. Dana Matthews
4475 Legendary Drive
Destin, FL 32541



Re: Diminution in Value Appraisal of an approximate 6,765 HVAC Square Foot Resort Rental Residence, 'As Is', whose postal address is 86 Hutchison Street, Destin, Okaloosa County, FL 32541. EquiValue Appraisal File No. 190-090.

Dear Client:

At your request and authorization, we have prepared an appraisal for the above-referenced resort residential rental property. A copy of the pertinent engagement document has been included in the addenda to this report if applicable.

This letter of transmittal is *not* an appraisal report, but merely serves to transmit the attached appraisal report and convey the final conclusion of value. The accompanying research, analyses and conclusions, and appraisal report following this letter of transmittal has been compiled in accordance with USPAP Standards Rule 2-2(a) for a written appraisal report.

The purpose of this appraisal is to determine if there is a Diminution in Value as result of recently-adopted City of Destin Ordinance No. 18-29-CC, and if so, to derive an opinion of the Diminution in Value to the subject property associated with the implementation of said Ordinance.

This Ordinance was implemented January 22, 2019, and the incorporation of this ordinance limits the occupancy of the subject property to 20 guests. Prior to the implementation of this Ordinance, the designed occupancy of the subject property was 34 guests. Therefore, as a result of the ordinance, the maximum occupancy of the subject has been reduced by 14 guests, or approximately -42%.

We are therefore opining on the difference in market value of the subject before and after the adoption of City of Destin Ordinance No. 18-29-CC, which was promulgated on January 22, 2019.

The values reported are predicated upon market conditions prevailing as of the effective date of the appraisal. In the context of the scope of work, the appraisal is considered to render a credible opinion of value, specific to the client, intended use and intended user.

The intended use of this appraisal is for internal decision making purposes by the stated Client and their advisors. This appraisal is intended for the use of the client and client's advisors.

March 15, 2019

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We have completed the requisite inspections, research, and analyses necessary to appraise the 100% fee simple interest in the subject property, 'As Is' as of January 22, 2019, both prior to adoption of Ordinance No. 18-29-CC and after, in order to evaluate the potential Dimunition in value.

Please reference the Scope section of this report for information regarding the scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis and valuation methodology.

I certify that I have no present or contemplated future interest in the property beyond this opinion of value. The reported value(s) in this appraisal have not been based on a requested minimum valuation, a specific valuation, and have been prepared in compliance with the Uniform Standards of Professional Appraisal Practice.

Your attention is directed to the Limiting Conditions and Assumptions section following the reconciliation and appraisal certification in this report. Acceptance of this report constitutes an agreement with these conditions and assumptions.

This appraisal is subject to the following Hypothetical Condition(s):

- The subject is presently under construction and is not yet complete. We are appraising the subject as if it were complete on the respective valuation date, January 22, 2019. This valuation scenario constitutes a hypothetical condition.

This appraisal is subject to the following Extraordinary Assumption(s):

- None

This appraisal utilized the preceding hypothetical condition, the use of which may have affected the assignment results.

Our opinion of value was formed based on our experience in the field of real property valuation, as well as the research and analysis set forth in this appraisal.

I am of the opinion that as a result of the implemented City of Destin Ordinance 18-29-CC that the market value of the subject property is negatively impacted. The implemented Ordinance reduces the maximum occupancy of the subject property, and therefore the subject's associated income generation potential.

The subject property is a resort-residential property specifically constructed for income generation purposes. Therefore, a reduction in scheduled income due the subject correlates to a reduction in associated value.

March 15, 2019

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The Dimunition in Value to the subject is represented by the difference between the 'Before' and the 'After' value conclusions.

In this case, this is represented by the difference between the opined value prior to implementation of the Ordinance (ie. the 'Before Ordinance' value of \$4,065,000) and the value after implementation of the Ordinance (ie. the 'After Ordinance' value of \$2,070,000).

Per this calculation, with supporting documentation as to the rationale of these values provided within this report, the opinion of Dimunition in Value to the subject as a result of City of Destin Ordinance 18-29-CC is opined to be \$1,995,000.

Therefore,

**Dimunition in Market Value
As A Result of Implementation of City of Destin Ordinance 18-29-CC:**

**One Million Nine Hundred Ninety Five Thousand Dollars
(\$1,995,000)**

The estimated market exposure period necessary for the subject to have achieved these values is estimated to be 9-12 months.

It was a pleasure assisting you with this matter. If you have any questions concerning the following analysis, or if we can be of further assistance, please do not hesitate to call.

Respectfully submitted,
EquiValue Appraisal, LLC



Jason P. Shirey, MAI, CCIM, CPM
Cert Gen RZ3186

INTRODUCTION

QUALIFICATIONS OF THE APPRAISER



Qualifications of
Jason P. Shirey, MAI, CCIM, MS-RECM

State-Certified General Real Estate Appraiser No. RZ 3186 (FL)

State-Certified General Contractor No. CGC 062478 (FL)

Licensed Real Estate Broker No. BK 3168469 (FL)

MAI : Designated Member of the Appraisal Institute
Appraisal Institute, Chicago, Illinois.

CCIM : Designated Certified Commercial Investment Member
CCIM Institute, Chicago, Illinois.

M.S. RECM : Master of Science, Real Estate and Construction Management
University of Denver - Denver, Colorado.

B.S. BCN : Bachelor of Science, Building Construction Management
University of Florida – Gainesville, Florida.

Business Affiliations and Work Experience, Past / Present

EquiValue Appraisal and Consulting Services

Principal and Founder; Real Estate Appraiser, Real Estate Broker, Certified General Contractor

Marsh Appraisal Corporation - Real Estate Appraisal and Valuation Services, Fort Walton Beach, Florida

Registered Trainee Appraiser / State Certified Real Estate Appraiser

Plantation Coast Properties, LLC – Fort Walton Beach, Florida

Principal; Real Estate Investments and Property Management

Alcon Associates, Inc. – Commercial General Contractors / Construction Managers; Pensacola, Florida

Florida Division Manager

National Construction Enterprises, LLC – General Contractor / Construction Managers; Savannah, Georgia

Vice President of Operations, Savannah-Hilton Head Division

Acoustics and Specialties, Inc. – General Contractors; Memphis, Tennessee

Senior Estimator / Project Manager of Healthcare Construction

Brasfield and Gorrie General Contractor Inc. – General Contractors and Construction Managers; Orlando, Florida

Construction Estimator / Project Manager

United States Air Force Reserve

Reserve Pilot, Boeing C-17 Globemaster III



Jason P. Shirey, MAI, CCIM, MS-RECM (Continued)

Professional / Continuing Education

Litigation Appraising - Specialized Topics and Applications <i>Appraisal Institute</i>	Income Property Management <i>Institute of Real Estate Management / University of Denver</i>
Uniform Standards of Professional Appraisal Practice 7 Hour Update, <i>Appraisal Institute</i>	Certified Commercial Investment Member Core Concepts <i>CCIM Institute Comprehensive Exam</i>
Advanced Income Capitalization <i>Appraisal Institute</i>	Appraising from Blueprints and Specifications <i>Appraisal Institute</i>
Advanced Sales Comparison Approach and Principles In Highest and Best Use <i>Appraisal Institute</i>	Florida Building Code Update Florida Workplace Safety and OSHA Update <i>Universal Inspection Service</i>
User Decision Analysis for Commercial Real Estate <i>CCIM Institute Course CI-103</i>	Uniform Standards of Professional Appraisal Practice 15 Hour Update, <i>Appraisal Institute</i>
Advanced Cost Approach <i>Appraisal Institute</i>	Business Practices and Ethics for Appraisers <i>Appraisal Institute Course #420</i>
Real Estate Taxation, Planning and Consequences <i>University of Denver, Burns School of Real Estate</i>	Basic Income Capitalization <i>Appraisal Institute</i>
Advanced Real Estate Feasibility Analysis <i>Urban Land Institute / University of Denver</i>	Advanced Valuation and Report Writing <i>Appraisal Institute Course #540</i>
Real Estate Securities and Syndications <i>University of Denver, Burns School of Real Estate</i>	Real Estate Investment Finance <i>University of Denver, Burns School of Real Estate</i>
Legal Issues In Real Estate and Construction Management <i>University of Denver, Burns School of Real Estate</i>	Computer Applications for Real Estate Analysis <i>University of Denver, Burns School of Real Estate</i>
Income Property Investment <i>Urban Land Institute / University of Denver</i>	Risk Management and Insurance for Investment Real Estate <i>University of Denver, Burns School of Real Estate</i>
Argus Financial Analysis <i>University of Denver, Burns School of Real Estate</i>	Indoor Air Quality and Mold Contamination Remediation <i>National Association of Mold Professionals, 2004</i>
Residential Real Estate Appraiser Course ABII <i>Ed Klopfer Schools of Real Estate</i>	Real Estate Trainee Appraiser Course ABI <i>Ed Klopfer Schools of Real Estate</i>
Real Estate Salesperson Pre-Licensing Course <i>Ed Klopfer Schools of Real Estate</i>	Uniform Standards of Professional Appraisal Practice 15 Hour Update, <i>Appraisal Institute</i>



Jason P. Shirey, MAI, CCIM, MS-RECM (Continued)

Appraiser Experience - Property Types

Affordable Housing
 Agricultural Land
 Aircraft Hangars
 Antenna Towers
 Apartments
 Automobile Dealerships
 Hotels and Motels
 Bank Buildings
 Bowling Alleys
 Broadcast Facilities
 Campgrounds / Recreational Vehicle Parks
 Car Washes
 Churches
 Coastal Land
 Condominium Units:
 Assemblages, Complexes, Conversions
 Condominium Projects:
 Pre-development, Insurable Replacement Cost
 Convenience Stores
 Day Care Centers
 Development Appraisals
 Distribution Facilities
 Golf Clubs and Country Clubs
 Health Clubs
 High-End Residential
 Hobby Farms
 Home Sites (Lots)
 Home Sites (Land - Large Tracts)
 Hotel - Resorts
 Industrial Land
 Industrial Improvements
 Light Industrial Properties
 Manufacturing Facilities
 Marinas / Docks / Boat Storage Facilities
 Medical Offices
 Mixed Use Developments
 Mobile Home Parks
 Multifamily Land
 Multifamily Developments
 Nurseries
 Office Buildings
 Office Condominiums
 Office-Warehouse Facilities
 Outdoor Signs
 Parking Facilities
 Replacement Cost Appraisals
 Retail Stores (Anchor Tenant / Owner Occupied)
 Retail Strip Centers (Multiple Tenant)
 Restaurants (All types)
 Self-Storage Facilities
 Subdivisions (Commercial)
 Subdivisions (Residential)
 Single Family Residences
 Sustainable Development (Green Buildings)
 Urban Land (Vacant and Interim Use)
 Warehouses
 Yacht Clubs

Previous Client List (Partial)

Access Bank and Mortgage
 Alternative Funding Corporation
 BanCorp South
 Bank of America
 Bank of Bonifay
 Bank of Pensacola
 BankTrust
 Beach Community Bank
 CB Richard Ellis
 CCB Community Bank
 Colonial Bank
 Community Bank
 Compass Bank
 Cotton and Gates
 Crystal Beach Development
 DestinFirst Bank
 First Capital Bank
 First City Bank
 First Gulf Bank
 First National Bank and Trust
 Florida Coastal Mortgage
 Guaranty Federal Bank
 GulfSouth Private Bank
 Jay Odom
 Kevin Helmich, P.A.
 Legendary, Inc.
 LNK Development
 M & F Bank
 People's First Community Bank
 Premier Community Bank
 Regions Bank
 Renasant Bank
 Sunbird Condominium Owner's Association
 Suntrust Bank
 The Plaza Owner's Association
 Tranquil Harbor Owner's Association
 Trustmark National Bank
 Vanguard Bank
 Villas on the Gulf Condominium Owner's Association
 Vision Bank
 Wachovia Bank
 Whitney Bank

Assignment Purposes

Acquisition
 Disposition
 Assessment Appeal
 Development Feasibility
 Estate Planning
 Financing (Institutional and Private)
 Investment Analysis
 Portfolio Analysis
 Marital Dissolution
 Relocation
 Mediation, Arbitration, Dispute Resolution



Jason P. Shirey, MAI, CCIM, MS-RECM (Continued)

Assignment Types	Primary Market Area	
Appraisal Review	Okaloosa County	Destin
Buyer Brokerage		Fort Walton Beach
Complex Valuation		Crestview
Construction Progress / Draw Request Inspection		Mary Esther
Demographic Analysis		Niceville
Detrimental Conditions Valuation and Consulting		Bluewater Bay
Eminent Domain Valuation and Consulting		
Estate Valuation		
Feasibility Studies		
Fee Appraisals Including Full and Fractional Interests	Walton County	Miramar Beach
Foreclosure / REO Appraisal - Assessment		Panama City Beach
Highest and Best Use Analysis		Rosemary Beach
Insurance		Santa Rosa Beach
Litigation Support		Blue Mountain Beach
Market Studies		Freeport
Portfolio Valuation and Analysis		Defuniak Springs
Relocation Appraisal		Inlet Beach
Rent Analysis / Studies		Seacrest Beach
Retrospective Valuation	Santa Rosa County	
Site Location Services		Navarre
Valuation and Consultation for Financial Reporting		Navarre Beach
	Bay County	Gulf Breeze
		Panama City
		Panama City Beach
		Springfield

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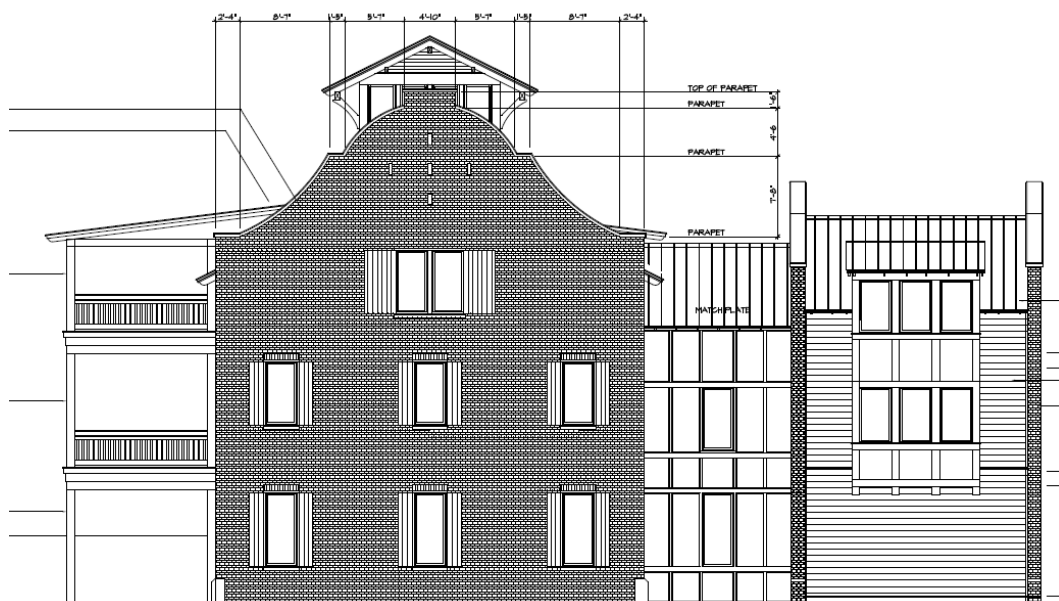
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Subject Photograph(s)

Additional photographs can be referenced in the Property Description Section of the Appraisal Report.



Architectural Rendering of the Subject Resort Residence

Summary of Salient Facts and Conclusions

GENERAL	
EquiValue Appraisal File No:	190-091
Subject:	An approximate 6,765 HVAC SF / 9,468 Gross SF Resort Rental Residence located along the west side of Hutchison Street, approximately 800 feet north of the Beaches of the Gulf of Mexico, with postal address of 86 Hutchison Street in Destin, Okaloosa County, Florida. The subject site is comprised of +/-8,000 SF of Crystal Beach Resort-zoned land (a mixed use zoning designation) which is improved with the previously-mentioned resort rental residence. This residence, constructed in 2019, which was specifically desined to accommodate 34 overnight (sleeping) guests features: • 2 Master Bedrooms • 5 Standard Bedrooms • 1 Large Bunk Room • 6 Full Bathrooms (excluding master baths) • 2 Half Bathrooms • Media Room • Den, Dining, Living, Kitchen Areas • Pool with Spa • Extensive Outdoor Living Areas • Rooftop Observation Deck • Outdoor “Summer” Kitchen The subject property is identified by Okaloosa County Parcel ID Number 00-2S-22-5445-0000-0010. The use of the subject property in 'As Is' condition is as an exclusive, beach proximate, resort residential rental property and this is the use represented in the valuation of the subject property, as of the effective date of this appraisal.

In the 'Before' condition, occupancy of the subject was specifically designed for 34 guests with sleeping accommodations as follows:

1st Floor (Sleeps 10):

2 King Beds

2 Twin Beds

Trundle Bed with 2 Twin Beds

Fold-Out Sofa

2nd Floor (Sleeps 8)

3 King Beds (One in Each Bedroom)

Fold-Out Sofa (Living Room)

3rd Floor (Sleeps 16)

10 Twin Beds (Bunk Room)

2 King Beds (One in Each Master Bedroom)

Fold-Out Sofa (In Lounge Area)

In the 'After' condition and taking into account the City of Destin Ordinance 18-29-CC which was implemented January 22, 2019, the occupancy of the subject is limited to 20 Guests.

Owner:

13 Hutchison, LLC
1159 Troon Drive
Miramar Beach, FL 32550

Legal Description:

Hutchison Courts Lot 1

Tax Identification:

00-2S-22-5445-0000-0010

Date of Report:

March 15, 2019

Date of Value:

January 22, 2019

Property Rights Appraised:

Fee Simple

Intended Use:

The intended use of this appraisal is for internal decision making purposes by the client.

Intended User(s):

The intended users of this report is Matthews and Jones, LLP and the property owner.

Appraisal Purpose: Market Value Opinion 'As Is' in the 'Before Ordinance' and 'After Ordinance' conditions, and subsequent evaluation of Diminution in Value.

2018 Assessed Value: **\$235,010 (Vacant Land Only)**

Despite the intention of the property appraiser to value property at market value on a yearly basis, it is the appraiser's opinion that assessed value has no direct correlation to fair market value in the subject market area.

2018 Taxes: **\$3,050.09 (Due March 31, 2019).**

According to the Okaloosa County Tax Collector, taxes for 2018 have not yet been paid and are due no later than March 31, 2019.

Sale History: There have been no arm's length transfers of the subject improved property in the three years prior to the effective date of this appraisal report. The last transfer of the subject was the vacant site on 9/8/2017 for \$100 per ORB/P 3318/316. The subject was constructed by the current owner subsequent to this transfer.

Current Contracts/Listing: We were unable to locate any active listing for sale of the subject property in the prior 24 months. We are unaware of any intention by the current owner to market the subject for sale.

It is our understanding that the subject property was specifically designed and constructed for short-term rental purposes and income generation potential and is scheduled to be retained by the current owner for these purposes.

PROPERTY

Land Area: Total: +/-8,000 SF
Usable: +/-8,000 SF
Excess: 0.00 Acres

Zoning/ Future Land Use: CBR – Crystal Beach Resort by the City of Destin

**Highest and Best Use
'As Is':**

Utilizing the subject as a resort-residential rental property at maximum occupancy is estimated to be the highest and best use of the subject 'As Is'.

It is noted that limitations imposed on the occupancy of the subject by virtue of City of Destin Ordinance 18-29-CC, which in the case of the subject property limits occupancy to a number (20 persons) which less than that for which the subject was specifically designed (34 persons) is anticipated to have a negative impact on the market value / return on investment of the subject to the owner.

VALUE CONCLUSIONS	
Land Value:	Not Utilized
Cost Approach:	Not Utilized
Improved Sales Comparison Approach:	Not Utilized
Income Approach:	\$4,065,000 – Before Ordinance 18-29-CC \$2,070,000 – After Ordinance 18-29-CC \$1,995,000 – Dimunition in Value as a Result of Ordinance 18-29-CC

Appraisal Scope of Work

In accordance with the 2018-2019 Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user(s).

This process should meet the expectations of parties who are regularly intended users for similar assignments and be consistent with what an appraiser's peers actions would be in performing the same or a similar assignment.

Therefore, the appraiser must identify and consider:

- the client and intended users;
- the intended use of the report;
- the type and definition of value;
- the effective date of value;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

This appraisal is prepared for the Client, Matthews and Jones, LLP.

The intended use of this appraisal is for internal decision making purposes by the stated Client and their advisors. This appraisal is intended for the use of the client and client's advisors.

SCOPE OF WORK	
Report Type:	This is a written Appraisal Report, which is intended to comply with the reporting requirements established by Standards Rule 2-2(a) of the 2018-2019 edition of the USPAP for a written Appraisal Report. It presents summary discussions of the data, reasoning, and analyses utilized in the appraisal process to develop the appraiser's opinion of value. Supporting documentation not provided with the report concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated in the report. The appraiser is not responsible for the unauthorized use of this report.
Property Identification:	The subject was identified by the legal description and the assessor's parcel number, and appraiser inspection.

Inspection:	An inspection of the site and improvements was made, and photographs were taken.
Market Area and Analysis of Market Conditions:	A complete analysis of market conditions was made. The appraisers physically inspected the micro and/or macro market environments which influence the subject property.
Highest and Best Use Analysis:	A complete analysis of highest and best use for the subject property in 'As Is' condition was made.

Valuation Analyses

Land Valuation and Cost Approach:	An opinion of value for the subject property in 'as if vacant' condition and subsequent application of the cost approach has not been provided. The purpose of this appraisal is to evaluate the impact to the value of the subject by virtue of the implementation of City of Destin Ordinance 18-29-CC which limits occupancy of the subject and corresponding associated income generation potential. Thus, the cost to acquire land and construct a replacement property is meaningless to the purpose of the assignment and was not applied.
Sales Comparison Approach:	The improved sales comparison approach was not utilized in this appraisal assignment. The purpose of this appraisal is to evaluate the impact to the value to the subject by virtue of the implementation of City of Destin Ordinance 18-29-CC which limits occupancy of the subject and associated income generation potential. As this ordinance was just recently implemented, an adequate number of improved sales which sold after the Ordinance implementation date were not available from which to garnish an opinion of market value from this approach. As sales which occurred prior to this Ordinance will reflect market transactions without this restriction, they are not considered valid indicators of value for the subject in the restricted condition. Therefore this approach could not be applied due to lack of sufficient comparable data.
Income Approach:	The income approach was applied for the subject in both the 'Before Ordinance' and 'After Ordinance' scenarios.

Hypothetical Conditions: The subject is presently under construction and is not yet complete. We are appraising the subject as if it were complete on the respective valuation date, January 22, 2019. This valuation scenario constitutes a hypothetical condition.

This appraisal utilized the preceding hypothetical condition, the use of which may have affected the assignment results.

Extraordinary Assumptions: None.

Exposure Time (Market Value): Exposure Time may be defined as: the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

The estimate of exposure time is presented in consideration of the exposure periods for comparable sales utilized in this appraisal, marketing time information available from nationally published sources including the CB Richard Ellis National Market Survey and the opinions of market participants.

It is estimated that the exposure time necessary for the subject to have achieved the opinion of value is 9-12 months.

Definition of Value, Property Rights Appraised, and Intended Use

Purpose of the Appraisal:

The purpose of an appraisal is the stated reason and scope of the appraisal assignment. It is established by the client, and points to the information that the client needs to answer specific questions pertaining to real property. The purpose of the appraisal establishes the foundation for the final value conclusion, which does not change to accommodate the use of the appraisal.¹

The purpose of this appraisal is to derive an opinion of the Diminution in Value to the subject property associated with the implementation of City of Destin Ordinance No. 18-29-CC.

This Ordinance was implemented January 22, 2019, and the incorporation of this ordinance limits the occupancy of the subject property to 20 guests. Prior to the implementation of this Ordinance, the designed occupancy of the subject property was 34 guests. Therefore, as a result of the ordinance, the maximum occupancy of the subject has been reduced by 14 guests, or approximately -42%.

We are therefore opining on the difference in market value of the subject before and after the adoption of City of Destin Ordinance No. 18-29-CC, which was promulgated on January 22, 2019.

Intended Use of the Appraisal and Intended User:

The intended use of an appraisal is the manner in which a client will employ the information contained in the appraisal report. The intended use or function of an appraisal is determined by the client's needs. Because an appraisal may provide a basis for a decision concerning real property, the intended use of the appraisal depends on the decision that the client wishes to make.²

The intended use of this appraisal is for internal decision making purposes by the stated Client and their advisors. This appraisal is intended for the use of the client and client's advisors.

Property Rights Appraised

Real property is said to have value as a result of the "bundle of rights" that are inherent to property ownership. Regardless of the type of ownership, the owner of real property is said to have an interest in that property. The following definitions are for the three most commonly-valuated interests as defined by the Dictionary of Real Estate Appraisal, Fourth Edition.

¹ The Appraisal of Real Estate, Twelfth Edition

² The Appraisal of Real Estate, Twelfth Edition

Fee Simple Interest:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Leased Fee Interest:

An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee are specified by contract terms contained within the lease.

Leasehold Interest:

The interest held by the lessee (the tenant or renter) through a lease transferring the rights of use and occupancy for a stated term under certain conditions. See also negative leasehold; positive leasehold.

The subject property is being appraised 'fee simple', taking into account market conditions at the effective date of the report. Given the valuation of the subject in 'As Is' condition and the nature of the subject being a resort-rental property which is occupied on a short term or seasonal basis, fee simple basis is considered to be the appropriate valuation standard.

Date of Value Opinion

Value opinions are presented as of a specific date, taking into account market conditions at that time. The effective date of an appraisal is the date at which the analyses, opinions, and advice in an appraisal, review, or consulting service apply. (USPAP, 2018-2019 edition.)

The date of the value opinion can be current, in the past (retrospective), or forecast into the future (prospective).

The following presents definitions regarding the date of the opinion of value, as provided by the text *The Appraisal of Real Estate*, Twelfth Edition:

Date of Value Opinion:

The date for which an opinion of value is valid.

Current Value:

In accounting, synonymous with market value.

Retrospective Value Opinion:

An opinion of value that is likely to have applied as of a specified historic date. A retrospective value opinion is most frequently sought in connection with appraisals for estate tax, condemnation, inheritance tax, and similar purposes.

Prospective Value Opinion:

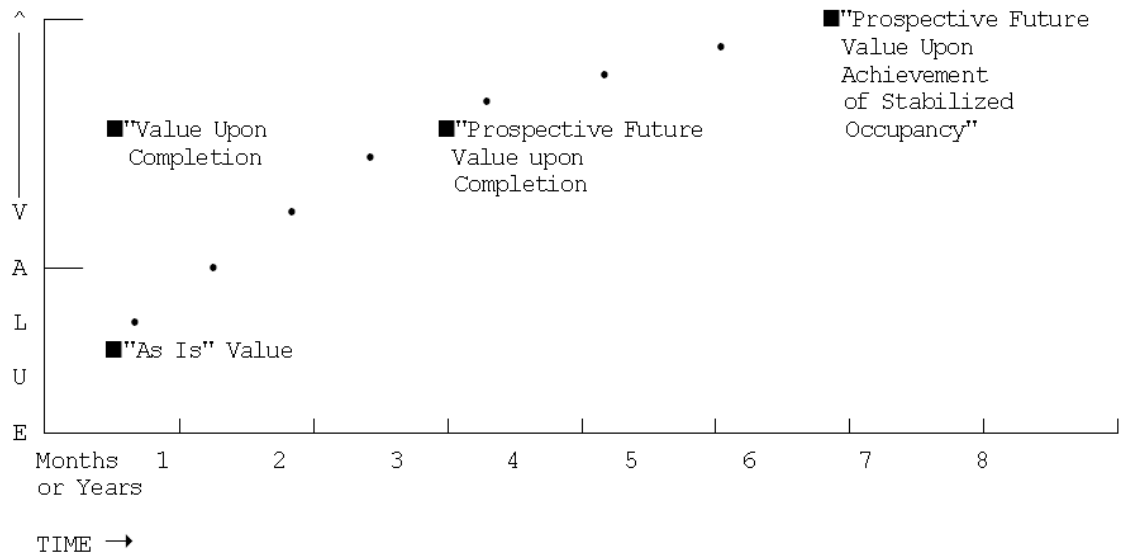
A forecast of the value expected at a specified future date. A prospective value

opinion is most frequently sought in connection with real estate projects that are proposed, under construction, or under conversion to a new use, or those that have not achieved sellout or a stabilized level of long-term occupancy at the time the appraisal report is written.

In a prospective appraisal, the appraiser analyzes market trends to provide support for forecasted income and expense or sell-out opinions, absorption periods, capitalization rates, and discount rates as of the effective date of the appraisal. This appraisal report was prepared taking into account market conditions present as of the date of the report. The appraiser(s) can not be held responsible for unforeseen events that alter market conditions prior to the effective date of the appraisal.

The following graph presents a graphical depiction of the above-described date of value opinions and their associated position within a potential overall development time scenario.

Value Creation Continuum¹



The preceding exhibit graphically displays the creation of value in a real estate development project over time, assuming a zero inflation environment for clarity of presentation.

¹

Code of Federal Regulations, Title 12, as amended by the Federal Home Loan Bank Board.

Definition of Value

The definition of “Market Value”, as defined by the Office of the Comptroller of Currency (OCC) under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions, the Board of Governors of the Federal Reserve System (FRS) and the Federal Deposit Insurance Corporation in compliance with Title XI of FIRREA, as well as by the Uniform Standards of Appraisal Practice as promulgated by the Appraisal Foundation, is as follows.

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby,

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Policy Statement of the Appraisal Institute

It is improper to base a conclusion or opinion of value upon the premise the racial, ethnic, or religious homogeneity of the inhabitants of an area or of a property is necessary for maximum value.

Racial, religious, and ethnic factors are deemed unreliable predictors of value trends or price variance.

It is improper to base a conclusion or opinion of value, or a conclusion with respect to neighborhood trends, upon stereotyped, biased presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood in which it is located.

FACTUAL DESCRIPTIONS

Property Description

Summary of Site Characteristics and Improvements

SITE	
Information Sources:	Deed, assessment records, inspection, plans, owner
Total Site Size:	+/-8,000 SF
Usable Site Size:	+/-8,000 SF
Excess Land:	0.00 acres
Corner Lot:	The site is not a corner lot.
Visibility:	The subject site benefits from visibility from Hutchison Street on the east boundary of the subject site. The subject site is considered to have good visibility for the subject market area.
Shape:	Rectangular. See aerial photograph / property appraiser map for a visual depiction of the site shape and parcel.
Road Frontage/Access:	The subject features direct access from Hutchison Street, a two lane north-south secondary residential roadway.
Waterfront Proximity:	The subject is located approximately 800 feet north of the Beaches of the Gulf of Mexico and is well-positioned as a resort rental property which would take capitalize on proximity to beaches.
Drainage:	Drainage appears adequate for the subject property. Drainage on the subject site meets current standards for storm water retention, being recently permitted and constructed. The subject property is considered typical with regard to newly-constructed properties in the subject market area.
Potential For Environmental Contamination:	The appraisers have not observed, nor are qualified to detect, the existence of potentially hazardous material or underground storage tanks which may be present on or near the subject site. The appraisers recommend that an environmental survey be attained to assure the environmental stability of the subject property. This appraisal assumes no subsoil contamination of the subject site.

Utilities:	<i>Electricity:</i> Electricity is provided by Gulf Power, Inc. Standard service capacity exists at the subject property with adequate capacity to service the subject existing improvements. <i>Sewer:</i> Public sewer is provided and is on site. <i>Water:</i> Public water is provided and is on site. <i>Natural Gas:</i> Natural Gas service is provided and is on site. <i>Adequacy:</i> Utility service is considered adequate for the subject improvements and at least standard for the subject market area.
Site Improvements:	Site improvements present on the subject at the time of inspection included paved parking, utilities, landscaping, and an outdoor swimming pool with spa.
Landscaping:	The subject features excellent quality landscaping with various plantings and grassy areas with irrigation.
Site Utility:	Good
Flood Zone:	The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject property appears to be located in Flood Zone 'X' as noted by the following FEMA Map Number: FEMA Map Number: 12091C0493H 12/06/2002
Easements:	We were not provided with a survey for the subject property. Our review of the appropriate maps and public records for the subject property indicated that standard utility easements exist. Our viewing did not indicate that any of these easements would adversely affect the value opinion of the subject contained herein. This appraisal assumes no easements, encroachments, or private deed restrictions which would adversely affect the value of the subject property.
Encroachments:	We were not provided with a survey for the subject property. Our review of the appropriate maps and public records for the subject property did not reveal any encroachments on the subject site. Our viewing did not indicate any encroachments that would adversely affect the value opinion of the subject contained herein. This appraisal assumes no easements, encroachments, or private deed restrictions which would adversely affect the value of the subject property.

IMPROVEMENTS – AS COMPLETE

Summary:	Excellent Quality Resort Rental Residence
Architectural Style:	Modern Multi-Story Residential ‘Resort Style’ Single Family Home
Building Class (Marshall Valuation)	Class D, Wood Frame
Construction:	Wood Frame and Hardiplank / Stucco with Brick
Quality:	Excellent Quality Resort Residential Dwellings
Year Built:	Actual 2019 / Effective 2019
Actual / Effective Age:	New / 1 Years
Condition:	New
Remaining Useful Life:	60 Years
Areas & Ratios:	Gross Building Area: 9,468 Square Feet HVAC Building Area: 6,765 Square Feet The subject features: • 2 Master Bedrooms • 5 Standard Bedrooms • 1 Large Bunk Room • 6 Full Bathrooms (excluding master baths) • 2 Half Bathrooms • Media Room • Den, Dining, Living, Kitchen Areas • Pool with Spa • Extensive Outdoor Living Areas • Rooftop Observation Deck

FOUNDATION, FRAME & EXTERIOR

Foundation:	Cast Concrete, Concrete Block Stemwall, Concrete Slab
Frame:	Wood Frame with Sheathing
Exterior:	Stucco and Brick with Hardiplank Siding
Roof/Cover:	Sloped Standing Seam Metal Roof
Elevators:	The subject Features A Private Elevator.

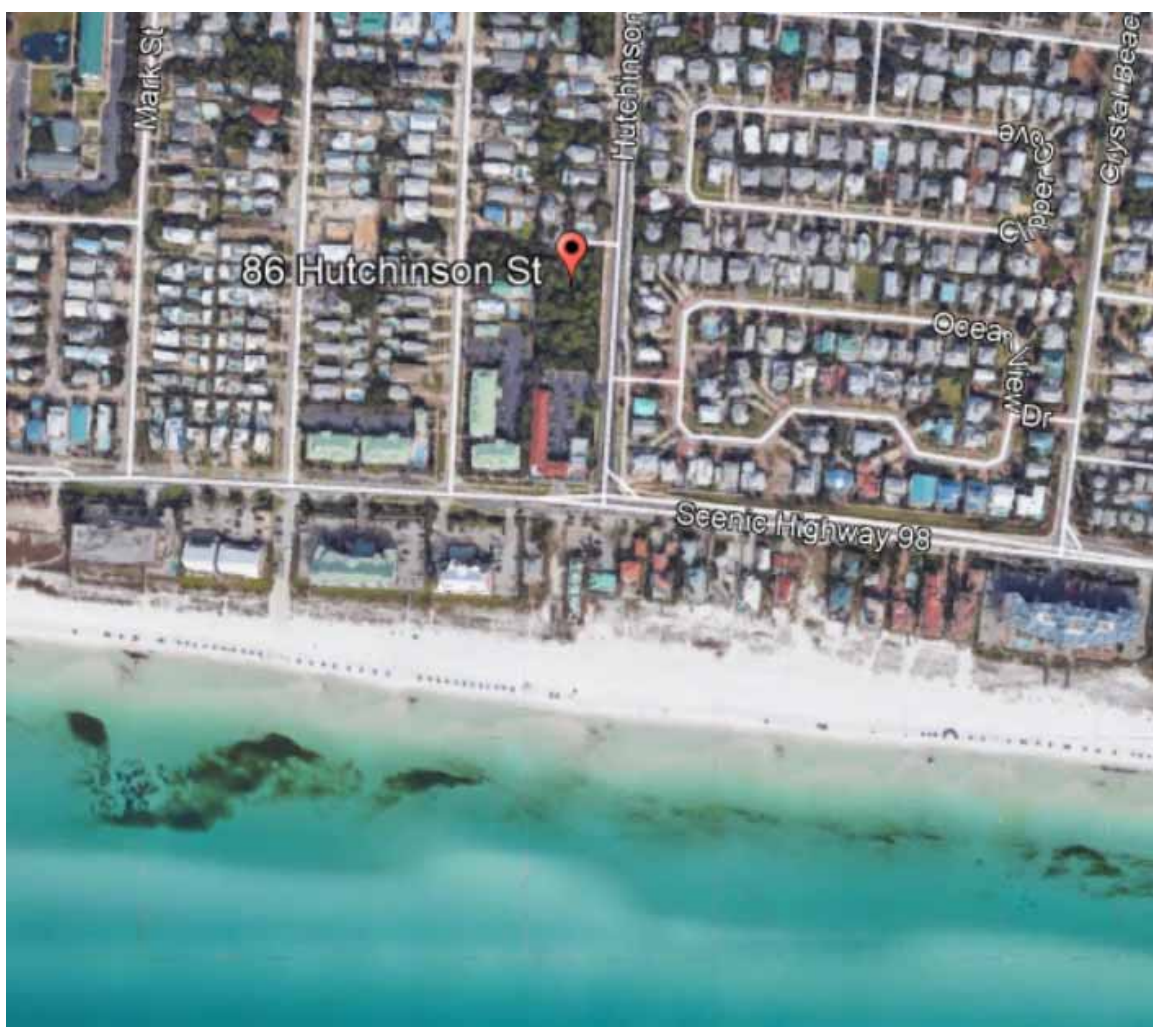
INTERIOR

Notes Regarding Interior Finish:	Interior finishes to the subject includes custom kitchen cabinetry, stone or solid surface countertops, custom backsplash, stainless steel appliances, custom bath cabinetry and excellent quality bathroom and kitchen fixtures. Excellent quality flooring and appurtenances.
	The subject features a finish superior to most resort residences in the existing Destin / Crystal Beach market.
Interior Finish:	Excellent Quality.
Ceilings & Ceiling Height:	Finished Ceilings throughout, generally 10-0'-12-0' height in living areas.
Floor Cover:	Porcelain tile, wood, carpet. Excellent level of floor finish.
Doors:	Good Quality and New condition solid core / six-panel doors with lever style handles throughout. Glass windows and doors are excellent quality hurricane / impact rated glass.
Additional Amenities:	All units to have a good level of finish with professional appliances and good design.

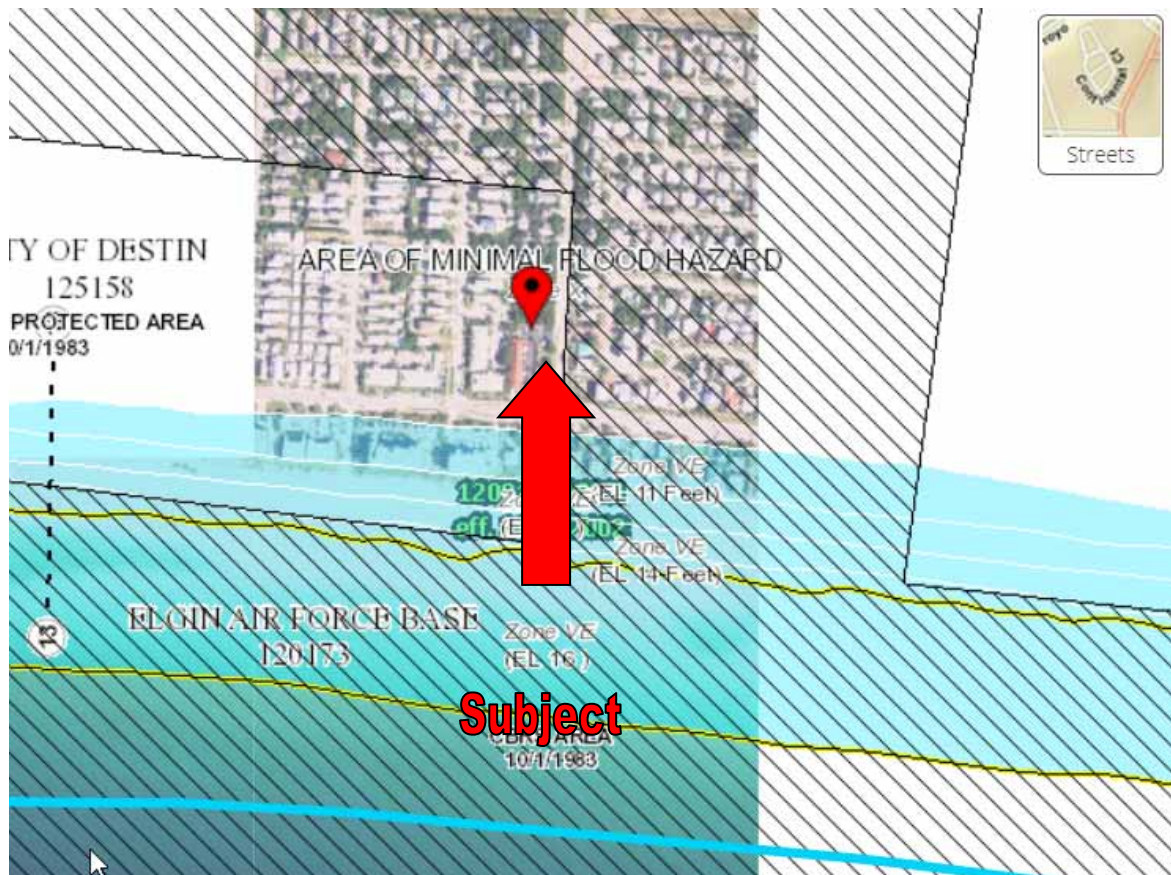
MECHANICAL SYSTEMS

Heating:	Multiple Individual HVAC systems.
Cooling:	Multiple Individual HVAC systems.
Hot Water:	Adequate for property.
Electrical:	Adequate for property.
Plumbing:	Adequate for property with 6 Full Bathrooms and 2 Half Bathrooms.
	The subject was specifically designed as a resort rental property with planned occupancy / sleeping accommodations for 34 persons.

Regional Maps



Flood Map



Flood Zone Descriptions

“A 100-year flood is a flood that has a 1-percent chance of being equaled or exceeded in any given year. A base flood may also be referred to as a 100-year storm and the area inundated during the base flood is sometimes called the 100-year flood plain.

The term "100-year flood" is misleading. It is not the flood that will occur once every 100 years. Rather, it is the flood elevation that has a 1- percent chance of being equaled or exceeded each year. Thus, the 100-year flood could occur more than once in a relatively short period of time. The 100-year flood, which is the standard used by most Federal and state agencies, is used by the National Flood Insurance Program (NFIP) as the standard for floodplain management and to determine the need for flood insurance. A structure located within a special flood hazard area shown on an NFIP map has a 26 percent chance of suffering flood damage during the term of a 30-year mortgage.

Zone AE and A1-A30

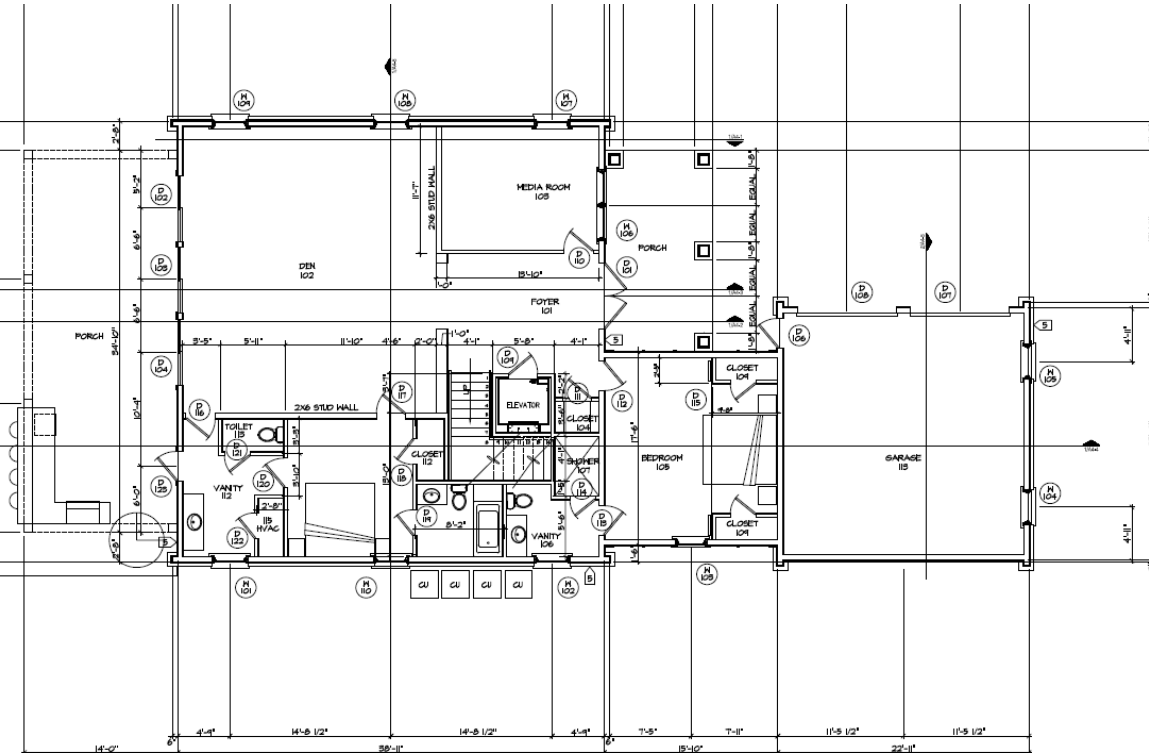
Zones AE and A1-A30 are the flood insurance rate zones that correspond to the 100-year floodplains that are determined in the Flood Insurance Study by detailed methods. In most instances, Base Flood Elevations derived from the detailed hydraulic analyses are shown at selected intervals within this zone. Mandatory flood insurance purchase requirements apply.

Zone VE

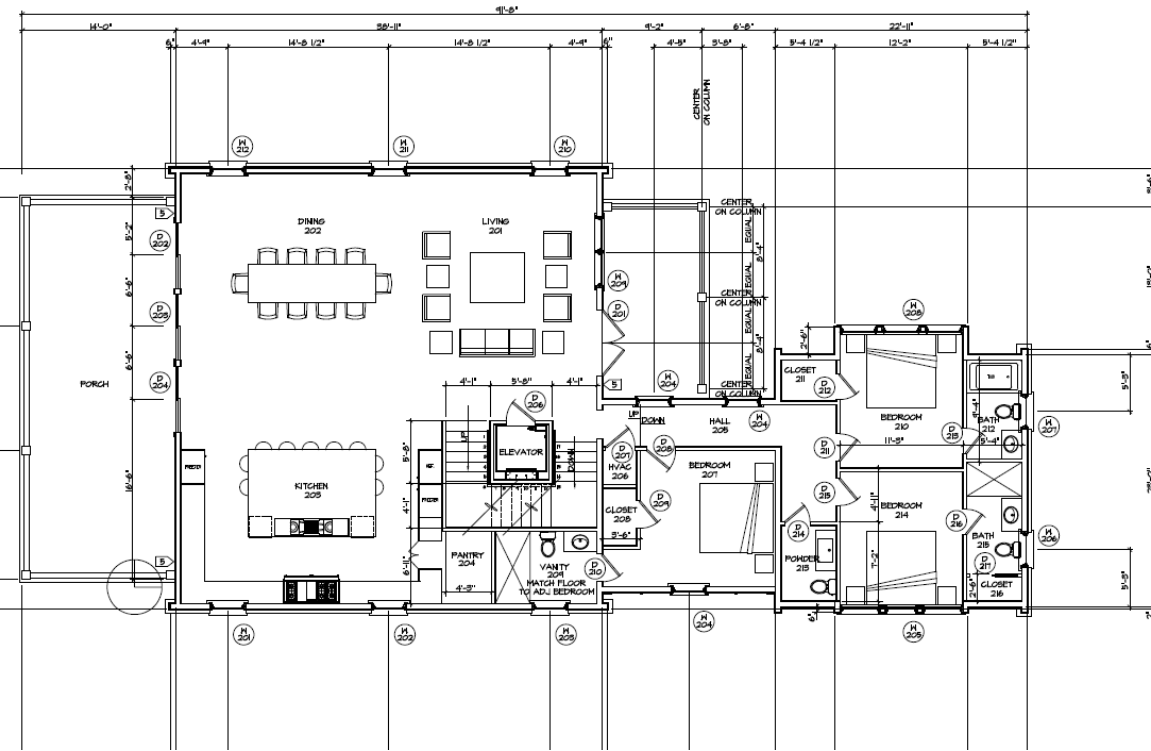
Zone VE is the flood insurance rate zone that corresponds to the 100-year coastal floodplains that have additional hazards associated with storm waves. BFEs derived from the detailed hydraulic analyses are shown at selected intervals within this zone. Mandatory flood insurance purchase requirements apply.

Zones B, C, and X are the flood insurance rate zones that correspond to areas outside the 100-year floodplains, areas of 100-year sheet flow flooding where average depths are less than 1 foot, areas of 100-year stream flooding where the contributing drainage area is less than 1 square mile, or areas protected from the 100-year flood by levees. No BFEs or depths are shown within this zone.”

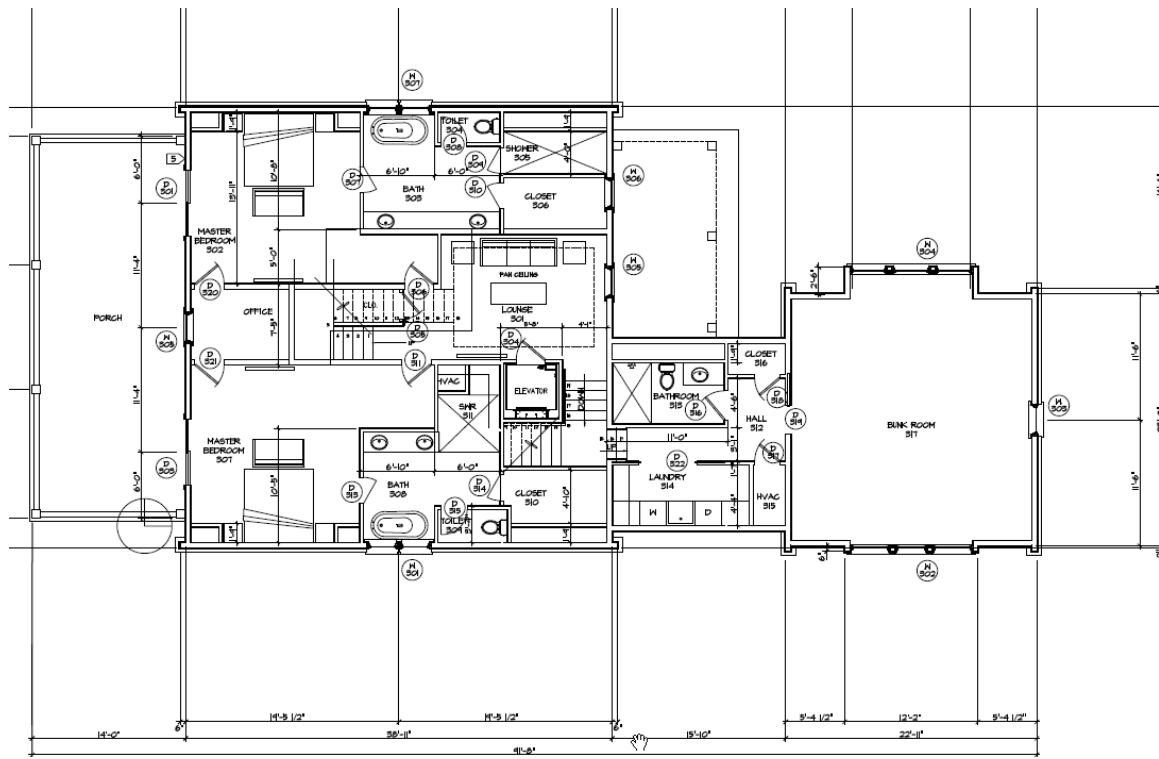
Building Floor Plan Excerpts



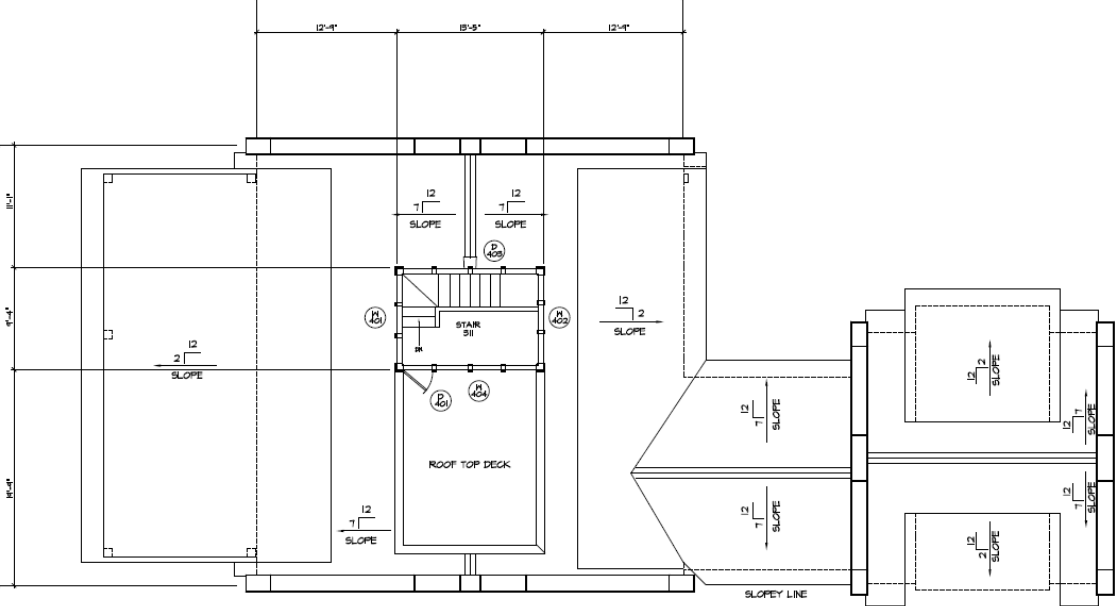
Ground Floor



Second Floor

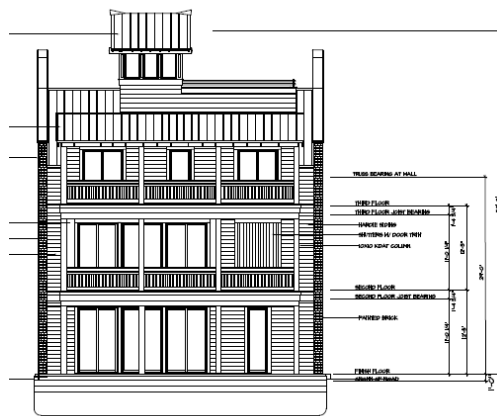
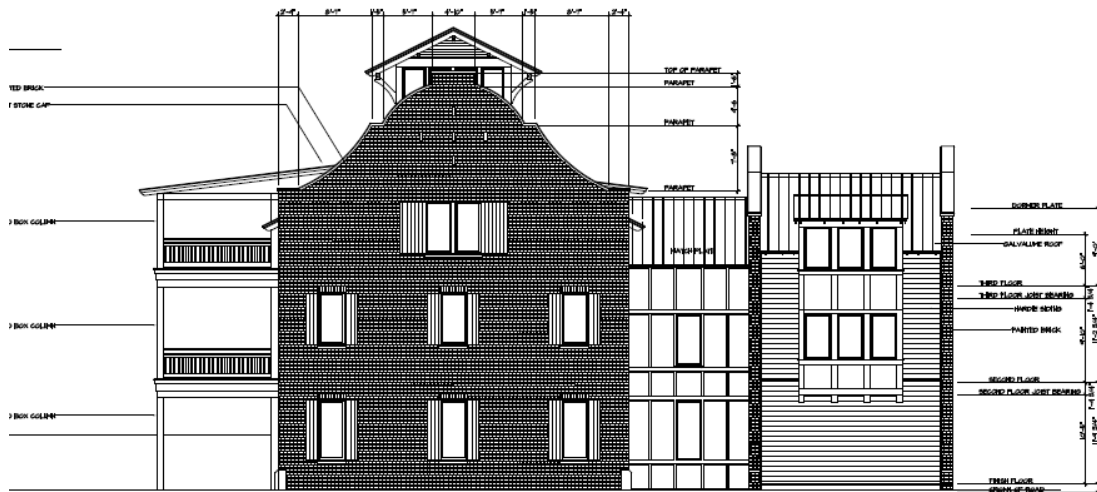


Third Floor

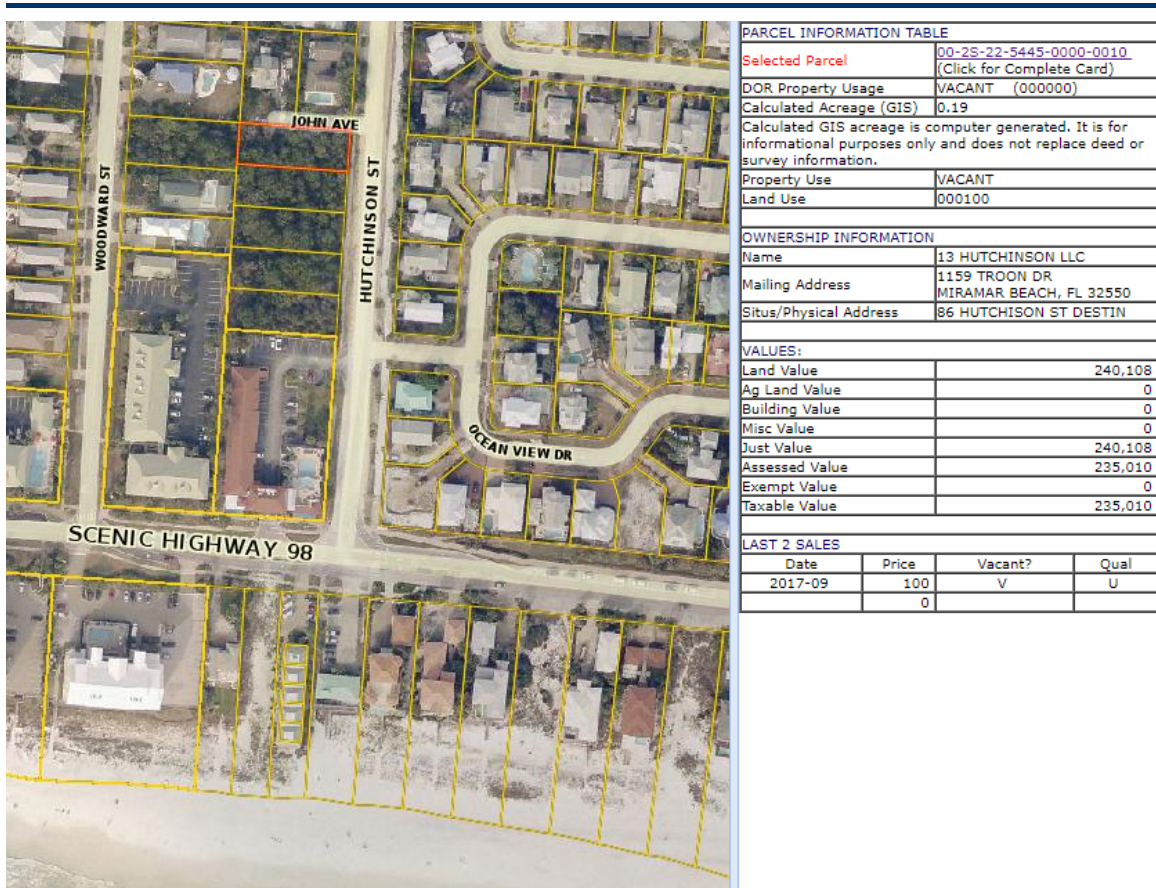


Roof and Rooftop Observation Deck

Building Elevations

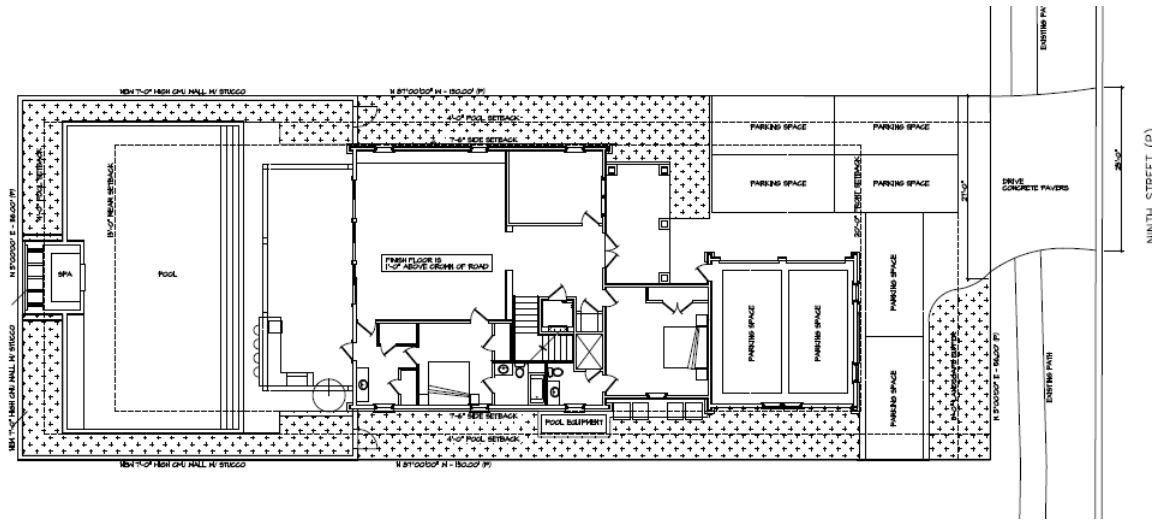


Aerial Photograph



Subject property outlined in red above

Site Plan



Subject Photographs



Subject Front



Subject Rear



Ground Floor Living Area



Kitchen



Typical Bedroom



Typical Bedroom



Typical Bedroom with Bathroom



Bunk Room

Zoning

The subject property is located within the Crystal Beach Resort land use designation, as governed by the City of Destin.

Use of the subject for various residential, short term seasonal rental, commercial hotels and other varied uses are legally permissible by the zoning in place.

Therefore, use of the subject as a seasonal rental property is considered legal, conforming. It is noted that the zoning category description within the land development code does not provide for any outlined maximum occupancies for the subject property or other similar properties. We therefore ascertain that prior to implementation of City of Destin Ordinance 18-29-CC occupancy of the subject for the planned number of sleeping guests of 34 was legally permissible.



Community Development Department
Planning Division
 4200 Indian Bayou Trail, Destin, FL 32541
 Phone (850) 837-4242 • Fax (850) 460-2171
www.cityofdestin.com/index.aspx?nid=91

**ZONING
DISTRICT
FACTSHEET**

The purpose and intent of establishing zoning districts is to ensure that all development is consistent with the goals, objectives and policies of the Comprehensive Plan, by establishing a series of zoning districts that indicate what uses are allowed and site development regulations that control the use of land in each district. All development within each zoning district shall be consistent with the purposes stated for each district. (LDC 7.12.05)

CRYSTAL BEACH RESORT (CBR)

Purpose and intent: The Crystal Beach Resort zoning district shall apply to areas developed, redeveloped and/or maintained and conserved as areas that accommodate permanent or seasonal single-family detached or multi-family attached residential dwelling units; commercial hotel, motel, bed and breakfast establishments and other commercial transient living accommodations; and limited non-residential uses. Limited non-residential uses shall include places of worship, community buildings, public facilities, schools, libraries, post offices, childcare centers, clubhouses, museums, visual and performance arts buildings, neighborhood retail commercial goods and services not exceeding 5,500 square feet designed primarily to serve the needs of the Crystal Beach Resort area, offices, medical and dental clinics, laundries and dry cleaning drop off centers, banks, fitness centers, dinner clubs and restaurants. It is the intent of the CBR zoning district to specifically not allow all non-residential uses not previously listed above to be located in the district.

Table 7-2: Table of Allowable Uses (excerpt from LDC 7.12.06)

PERMITTED USES:

Permanent or long-term residential uses		
Single-family detached dwelling		P
Multi-family attached dwelling		P
Guest house ⁽¹⁾		P
Accessory dwelling		P
Single room occupancy housing		P
Seasonal or short-term residential uses		
Single-family detached dwelling		P
Multi-family attached dwelling		P
Other residential uses		
Community residential home, small (1-6)		P
NAICS Use Designations		
4452 Specialty food stores		pr ⁽¹⁾
446 Health and personal care stores		pr ⁽¹⁾
4512 Book, periodical, and music stores		pr ⁽¹⁾
4529 Other general merchandise stores		pr ⁽¹⁾
4531 Florists		pr ⁽¹⁾
4532 Office supplies, stationery, and gift stores		pr ⁽¹⁾
4539 Other miscellaneous store retailers		pr ⁽¹⁾
491 Postal service		P
Accessory Uses		
Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses and structures, including home occupations and off-site businesses.		A

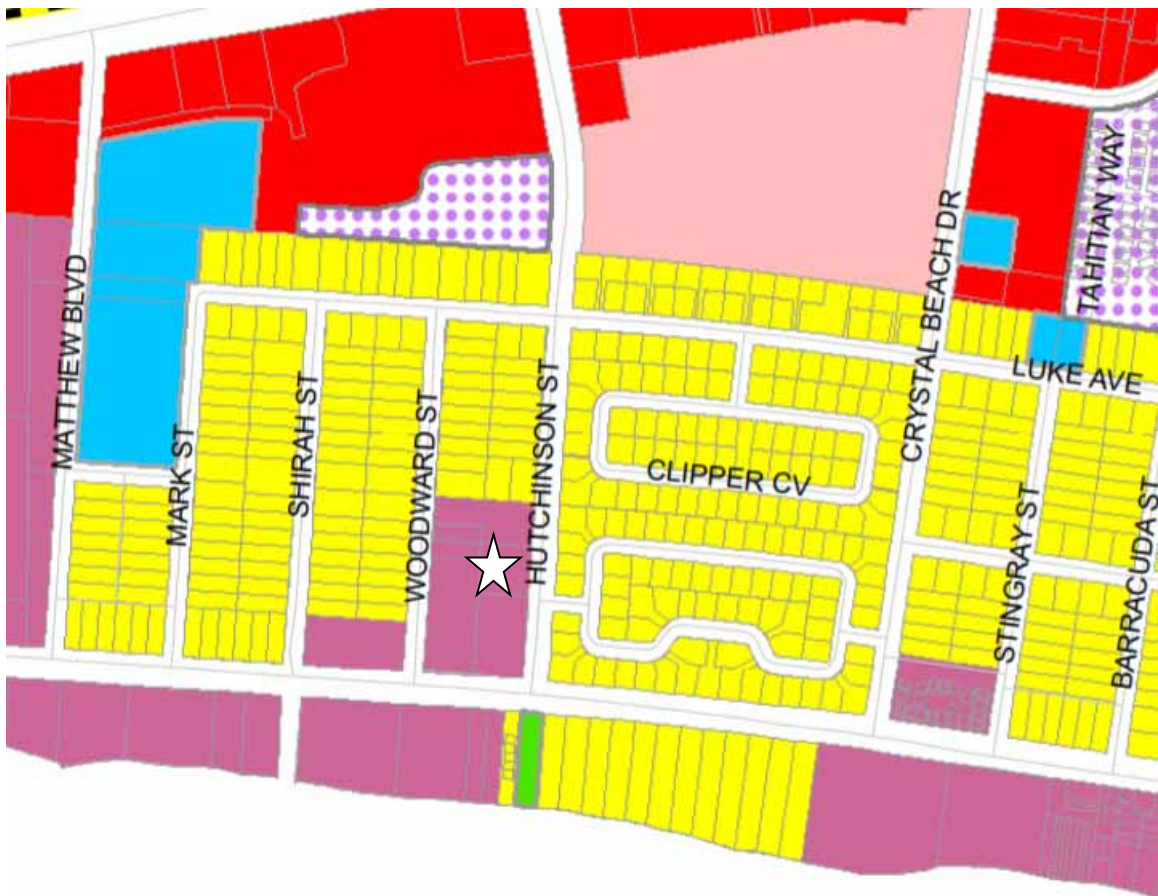
52 Finance and Insurance		P
531 Real Estate services		P
5322 Consumer goods rental		P
541 Professional and technical services		P
541940 Veterinary services		P
551 Management of companies and enterprises		P
561 Administrative and support services		P
561720 Janitorial services		P
621 Ambulatory health care services		P
711 Performing arts and spectator sports		P
713940 Fitness and recreational sports centers		P
721110 Hotels and motels		P
721191 Bed-and-breakfast inns		P
721199 Other traveler accommodation, C.T.L.A. ⁽¹⁾⁽²⁾		P
7213 Rooming and boarding houses		P
722 Food services and drinking places		P
722110 Full-service restaurants		P
722111 Limited-service restaurants		P
7224 Drinking places, alcoholic beverages		pr ⁽¹⁾
812910 Pet care (except veterinary) services		P
813 Membership associations and organizations		P
8131 Religious organizations		P

CONDITIONAL USES:

Community residential home, large (7-14)		C
6244 Child day care services		C
712 Museums, historical sites, zoos, and parks ⁽¹⁾⁽³⁾		C

Supplement 19, thru 16-25-LC, May 15, 2017

Zoning Map



Assessment and Taxes

Tax Structure, Overview

Florida Law requires that the just value of all property be determined each year. The Supreme Court of Florida has declared "just value" to be legally synonymous to "full cash value" and "fair market value." The fair market value of real property is the amount for which it could sell on the open market, and assumes the present use is the highest and best use. The property appraiser analyzes these market transactions annually to determine fair market value as of January 1 of each year.

The property appraiser is responsible for identifying, locating, and fairly valuing all property, both real and personal, within the county for tax purposes. The "market" value of real property is based on the current real estate market, and is determined by market participants. The property appraiser has the legal responsibility to study the transactions of market participants and appraise real property accordingly.

At least once every three years, the county property appraiser or a staff appraiser will visit and inspect each property. Additionally, individual property values may be adjusted between visits in light of sales activity or other factors affecting real estate values in the subject neighborhood. Sales of similar properties are typically used as strong indicators of value in the real estate market.

Each August, the Property Appraiser sends a "Notice of Proposed Taxes," to all property owners to notify them of the taxable value of their property. Taxable value is the assessed value less any exemptions. The TRIM notice also gives information on proposed millage rates and taxes as estimated by community taxing authorities, and when and where these taxing authorities will hold public meetings to discuss tentative budgets to set your millage tax rates.

The property appraiser only assesses all property in the county and is neither a taxing authority nor a tax collector. Three separate government entities, each having unique and distinct roles, determine the tax bill of any property in their jurisdiction.

The following is a summary of the process:

First the property appraiser annually appraises all property in their respective county at the market value as of January 1 each year.

Second, each taxing authority within the county sets their own millage rate based on the amount of tax dollars necessary to fund their annual budget.

Finally, the tax collector takes the amount of taxes due in order to bill and collect all taxes levied within the county.

Tax Collector Card

BEN ANDERSON		2018 Real Estate		MAIL PAYMENTS TO: P.O. BOX 1390, NICEVILLE, FL 32588	
Okaloosa County Tax Collector		Notice of Ad Valorem Tax and Non-Ad Valorem Assessments			
ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE	ALTERNATE KEY	PROPERTY ADDRESS	
002S22544500000010		DEDF	1109232	HUTCHISON 86, DESTIN, 32541	
13 HUTCHINSON LLC 1159 TROON DR MIRAMAR BEACH, FL 32550				HUTCHISON 86 HUTCHINSON COURTS LOT 1	
AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
OKALOOSA COUNTY BD OF COMMS	0.0741	235,010	0	235,010	17.41
EMERGENCY MEDICAL SERVICES	3.7214	235,010	0	235,010	874.57
GENERAL	0.0353	235,010	0	235,010	8.30
COUNTY PUBLIC HEALTH UNIT	2.2480	240,108	0	240,108	539.76
SCHOOL LOCAL	4.1130	240,108	0	240,108	987.56
SCHOOL STATE	0.0338	235,010	0	235,010	7.94
NORTHWEST WATER DISTRICT	1.6150	235,010	0	235,010	379.54
CITY OF DESTIN	1.0000	235,010	0	235,010	235.01
DESTIN FIRE DISTRICT					
EXEMPTIONS APPLIED: -					
TOTAL MILLAGE		12.8406	AD VALOREM TAXES		\$3,050.09
WANT TO RECEIVE YOUR BILL ELECTRONICALLY NEXT YEAR? VISIT www.OkaloosaTax.com AND SIGN UP FOR E-BILLS!					
NON-AD VALOREM ASSESSMENTS					
LEVYING AUTHORITY	RATE	AMOUNT			
PAY ONLINE WITH CREDIT/DEBIT CARD AT www.OkaloosaTax.com - BANK CARD USER FEE WILL APPLY					
NON-AD VALOREM ASSESSMENTS		\$0.00			
COMBINED TAXES AND ASSESSMENTS		\$3,050.09			
"PAY ONLINE, NOT IN LINE"					
If Postmarked By	Nov 30, 2018	Dec 31, 2018	Jan 31, 2019	Feb 28, 2019	Mar 31, 2019
Please Pay	\$2,928.09	\$2,958.59	\$2,989.09	\$3,019.59	\$3,050.09

RETAIN THIS PORTION FOR YOUR RECORDS
WALK-IN CUSTOMERS PLEASE BRING FOR RECEIPT
AFTER MARCH 31ST, TAXES MUST BE PAID WITH CASH, CASHIER'S CHECK OR MONEY ORDER.

PAYING ONLINE VIA
E-CHECK IS FREE
Visit www.OkaloosaTax.com



PAY YOUR BILL

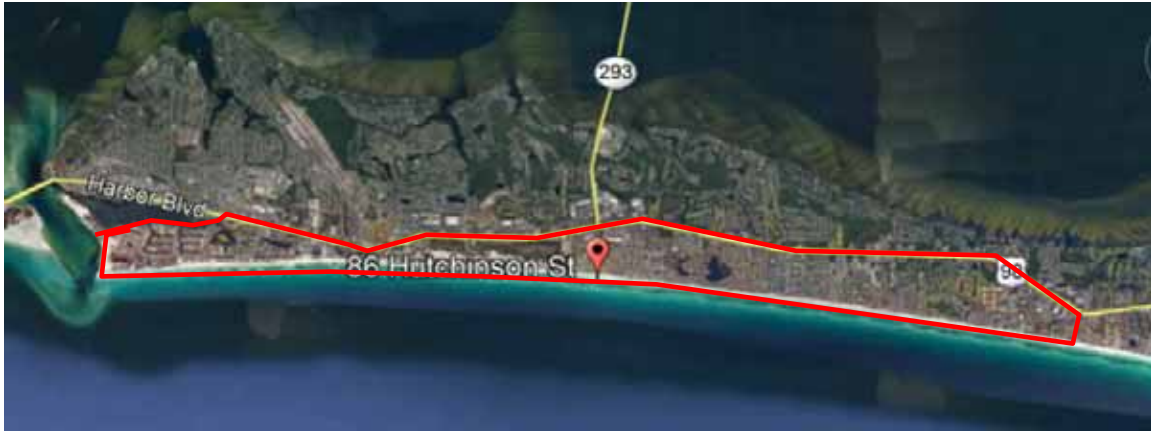
BEN ANDERSON		2018 Real Estate		MAIL PAYMENTS TO: P.O. BOX 1390, NICEVILLE, FL 32588	
Okaloosa County Tax Collector		Notice of Ad Valorem Tax and Non-Ad Valorem Assessments			
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002S22544500000010		DEDF	1109232	HUTCHISON 86, DESTIN, 32541	
PRIOR TO MARCH 31ST TAXES CAN BE PAID USING CASH, CHECK, CREDIT/DEBIT CARDS OR E-CHECK					
If Postmarked By	Nov 30, 2018	Dec 31, 2018	Jan 31, 2019	Feb 28, 2019	Mar 31, 2019
Please Pay	\$2,928.09	\$2,958.59	\$2,989.09	\$3,019.59	\$3,050.09
13 HUTCHINSON LLC 1159 TROON DR MIRAMAR BEACH, FL 32550			HUTCHISON 86 HUTCHINSON COURTS LOT 1		

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ANALYSIS OF DATA AND OPINIONS OF THE APPRAISERS

Market Area Summary / Neighborhood Information

The subject property is located in the Destin-Miramar Beach market area, which is bounded by the Destin Harbor / East Pass to the West, US Highway 98 and the waters of the Destin Harbor to the North, the Gulf of Mexico to the South and the intersection of US Highway 98 / Scenic Gulf Drive to the East. The approximate neighborhood boundaries are outlined in the photo below.



This is a resort area driven primarily by proximity to area beaches and resort activities.

The predominant property type in the area is of second home and seasonal vacation properties with far fewer full-time residents than seasonal occupants.

Many second home and resort area property owners rent their properties on a seasonal basis to either offset costs of ownership or in the pursuit of income generation potential, and the seasonal income attributed to a property is often a significant factor contemplated by purchasers in the market when evaluating a purchase decision.

We have witnessed a trend for increased rental demand of larger resort residences which can accommodate larger groups for family reunions, large family vacations, etc.

This has led to the construction of larger and larger seasonal resort rental homes to serve this need. These larger properties often witness more robust demand and income generation potential than smaller properties with less sleeping capacity where vacationing groups would otherwise be required to split between several locations.

In summary, the subject is sited directly in an area that is geared toward seasonal rental operations, be it solely for the purpose of income generation potential or as an offset to the costs of personal use. The ability to rent a property seasonally remains a significant motivator for market participants and weighs heavily in their buy-sell decision making process. A restriction that negatively impacts the ability to seasonally rent a resort property is estimated to have a significant negative impact on the value of this asset class.

Highest and Best Use

The definition of “highest and best use” is presented unabridged in the definitions section of this report. However, in brief, highest and best use refers to the reasonably probable and legal use of vacant land or an improved property, which is legally permissible, physically possible, appropriately supported, financially feasible, and that results in the highest value, i.e. maximally productive.³

Objective analysis and interpretation of market data leads to an informed opinion of that use. However, the estimate of highest and best use should not be interpreted as a provable fact. A typical highest and best analysis evaluation process and pertinent questions which aid in the elimination of possible alternatives are presented below.

1. **Permissible Use.** What uses are permitted by zoning and other legal restrictions? What are the land use controls that will govern the site? Uses that are *legally permissible* are those allowed under current or likely zoning and those that could meet building codes. In addition, local communities may have restrictions on public utility loads, traffic creation, access restrictions, and so on, all of which must be considered when selecting legally permissible uses
2. **Physically Possible Use.** To what use is the site physically adaptable? What is an appropriate improvement given architectural / engineer study? Unless prohibited by soil or subsoil problems or land size constraints, it is *physically possible* to place most potential improvements on the site. Usually this test, if performed first or second, will not significantly reduce the number of potential uses.
3. **Feasible Use.** Which possible and permissible use will produce any net return to the owner of the site? Should the land be developed, and if so, what kind of improvement should be built? If an improvement should be constructed, what is the type and characteristics of an ideal improvement? Uses that are considered economically or financially feasible are those that potentially would logically produce net operating income and net resale price levels high enough to adequately support construction of the potential improvement and provide the investor with a reasonable profit. Implicit to this analysis is that riskier projects require higher profit levels to induce potential developers to undertake the burden of coordination of land, labor and capital.
4. **Maximally Productive Use.** The final test is to determine of the financially feasible options, which of these would result in the highest land value or values as

³ The Appraisal of Real Estate, Twelfth Edition

improved. Among the feasible uses which use will produce the highest net return, (i.e., the highest present worth)? If there are existing improvements on the property should they be maintained in their current state or should they be altered to more closely resemble the ideal improvement?

Although these criteria are generally evaluated sequentially, the resulting conclusion of highest and best use should be identical regardless of the order of application of the above tests.

Implied within this definition is that the estimation of the highest and best use for a particular property results from the appraisers' judgment and analytical skill with respect to the market for that particular property.

However, the highest and best use of a specific parcel of land is not just a matter of subjective opinion; rather, highest and best use is indicated by supply and demand forces within the market where the property is located, availability of capital, supply of alternative investments, need for additional products or services within a community, and other factors.

Highest and Best Use ‘As Is’

The highest and best use ‘As Is’ recognizes among all reasonable, alternative uses, the use that yields the highest present land value after payments are made for labor, capital, and entrepreneurial coordination.⁴

We have evaluated the most probable uses for the subject property, ‘As Is’, given the current market for resort residential rental property and recent development activity in the subject market area.

Legally Permissible

The subject property is located within the Crystal Beach Resort land use designation, as governed by the City of Destin. Per the land development code, use of the subject for various residential, short term seasonal rental, commercial hotels and other varied uses are legally permissible by the zoning in place.

Therefore, use of the subject as a seasonal resort rental property is considered legal, conforming. We were unable to locate any restrictions on occupancy of the subject by virtue of the zoning in place. The subject was permitted in the current configuration, was designed to accommodate 34 sleeping guests, and represents a legal, conforming use prior to implementation of City of Destin Ordinance 18-29-CC. After implementation of City Ordinance 18-29-CC, the subject will be limited to a total of 20 sleeping guests.

Therefore, use of the subject as a resort residential property is legally permissible. Use of the subject prior to Ordinance implementation for occupancy by up to 34 guests was permitted, however after implementation of the Ordinance occupancy is limited to 20 guests.

Physically Possible

The subject property is generally level, well-drained, and at or level with the existing road grade of Hutchison Street and features sufficient parking and site improvements to operate in the designed capacity.

The subject represents a well-constructed resort residential property with multiple bedrooms, bathrooms, bunk room, pool, spa, kitchen and living areas, etc. The subject was specifically designed for occupancy as a resort rental property, was permitted in the constructed capacity and features all necessary components for operation as intended, with a designed occupancy of 34 overnight guests.

Therefore, use of the subject as a resort residential rental property for 34 sleeping guests is physically possible.

⁴ The Appraisal Of Real Estate, Twelfth Edition

Financially Feasible

Demand for resort residential properties in the subject market area has improved in the previous 24-48 month period, with a number of increased transactions. Most market participants would describe the market for similar properties as robust.

As described in the market analysis section of this report. The predominant property type in the market area is of second home and seasonal vacation properties with limited full-time residents.

Many property owners rent their properties on a seasonal basis to offset costs of ownership or for income generation potential, and the income a property can generate is often a significant factor contemplated by purchasers in the market. This can be done with or without the assistance of a professional property manager.

We have witnessed a trend for increased rental demand of larger resort residences which can accommodate larger groups for family reunions, large family vacations, etc. This has led to the construction of larger and larger seasonal resort rental homes to serve this need. These larger properties often witness more robust demand and income generation potential than smaller properties with less sleeping capacity.

Reference the subject, the property was specifically constructed to house up to 34 sleeping guests. This constructed configuration came at significant expense and included the construction of 9,468 gross square feet of improvement to comfortably house these guests at maximum occupancy. Similar properties in the market achieve sufficient income to provide an adequate return on investment to be definitively financially feasible, however this financial feasibility is directly linked to occupancy.

The recently-implemented City of Destin Ordinance 18-29-CC serves to reduce occupancy of the subject to no more than 20 persons, a net reduction in occupancy of -42%.

This no doubt will impact the income generation potential of the property and associated net income, as now the improvement which was sized for 34 guests will be limited to 20; But- the predominant costs of ownership remain the same.

This has no other alternative than to lower net income to the property owner- a situation that has no other result than to reduce the value of the asset in a marketplace whereby income generation potential is valued.

Therefore, use of the subject as a resort rental property is considered to be financially feasible. However, it is noted that the reduction in permissible occupancy by Ordinance 18-29-CC is estimated to impact the financial performance and associated market value of the subject property negatively.

Maximally Productive Given the legally permissible, physically possible, and financially feasible uses of the subject property we are of the opinion that the maximally productive use of the subject property 'As Is' is for continued resort rental use at the occupancy for which it was specifically designed (ie. 34 guests).

This use will certainly bring the highest net return to the land.

While operation in a reduced occupancy capacity (as dictated by City of Destin Ordinance 18-29-CC) is still possible, the impact to the income generation potential is significant, as the occupancy has now been reduced by -42% based on number of persons.

This reduction has no other alternative to reduce gross and net income to the property owner, resulting in a reduced financial benefit of ownership and negative impact to market value.

Therefore, use of the subject as a seasonal rental property is considered legal, conforming. It is noted that the zoning category description within the land development code does not provide for any outlined maximum occupancies for the subject property or other similar properties. We therefore ascertain that prior to implementation of City of Destin Ordinance 18-29-CC occupancy of the subject for the planned number of sleeping guests of 34 was legally permissible.

Valuation Methodology - Overview

The appraisal analysis is based on analytical techniques that may encompass anticipation of costs to be incurred, and benefits to be derived in the future; however, the subject is appraised as described in this report, including only those assumptions also described in this report.

This appraisal analysis has been conducted, and the appraisal report was prepared in conformance with the requirements of Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA).

The valuation process is a systematic procedure an appraiser follows to provide answers to a client's questions about real property value.¹ Three basic approaches may be used to arrive at an estimate of market value. They are:

1. The Cost Approach
2. The Income Approach
3. The Sales Comparison Approach

Land Valuation Methodology

Land Valuation is generally a component of the Cost Approach in appraisal of an improved property. In most appraisal analyses, separate land valuation is conducted utilizing the Sales Comparison Approach.

Cost Approach Methodology

The cost approach is a reliable methodology for new, nearly new or special-use buildings. In the cost approach, value is estimated as the current cost of reproducing or replacing the existing or proposed improvements and site improvements (including direct and indirect costs as well as an appropriate entrepreneurial incentive or profit), and then deducting the loss in value from depreciation due to physical, functional, and external sources.⁵

The depreciated replacement or reproduction cost of the improvements is then added to the value of the site resulting in a value indication of the fee simple interest in the property.

The Cost Approach is summarized as follows:

$$\begin{array}{l} \text{Cost New} \\ - \text{Depreciation} \\ + \text{Entrepreneurial Incentive} \\ + \text{Land Value} \\ = \text{Value} \end{array}$$

⁵ The Appraisal of Real Estate, Twelfth Edition

Sales Comparison Approach Methodology

The sales comparison approach is premised on the "Principle of Substitution" which indicates an informed purchaser would pay no more for a property than the cost of acquiring an equally desirable substitute property possessing the same or similar utility.

This approach is applicable when an active market provides sufficient quantities of reliable data which can be verified from authoritative sources. The Sales Comparison Approach is most reliable in an active market or if an opinion of value is related to properties for which there are comparable sales available- and heavy emphasis is generally placed on this sales comparison approach when these market conditions are present.

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

Income Approach Methodology

The Income Approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and/or a discounting process.

The income approach is recognized as a reliable approach for estimating the value of "income producing" property to an investor. The income approach consists of methods, techniques, and mathematical procedures that an appraiser utilizes to analyze a property's capacity to generate income and convert income into an indication of present value either by capitalizing the current income at a market capitalization rate, or discounting the future cash flows into a present value estimate using an appropriate yield (discount) rate. The appraisal process emulates the actions of the market, and the income approach is most applicable when the probable buyer would be an investor or prospective owner occupant. Two techniques associated with the income approach are direct capitalization and discounted cash flow analysis.

Final Reconciliation Process

In the appraisal process for improved property, typically more than one approach to value is applied, resulting in two or more value indications that must be evaluated for relevancy, applicability and reliability, and a final point value or range of value is chosen.

Resolving the differences among various value indications is called reconciliation.⁶

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied to arrive at a single estimate or range of market value opinions. Different properties require different means of analysis and lend themselves to one

⁶ The Appraisal of Real Estate, Twelfth Edition

approach over the others. As such, in the reconciliation appropriate weight is given to the most applicable and/or reliable indications of value to arrive at a conclusion.

Reconciliation is not a mathematical process. Rather, at this point in the valuation process the appraiser must reevaluate all pertinent data in the analysis for appropriateness, accuracy, and quality of evidence.

The appraiser then weighs the relative significance, applicability, and defensibility of each value indication and relies most heavily on the approach that is most appropriate to the nature of the appraisal problem.

Valuation Methodology Utilized in this Assignment

Valuation Analyses

Purpose of Assignment: The purpose of this appraisal is to derive an opinion of the Diminution in Value to the subject property associated with the implementation of City of Destin Ordinance No. 18-29-CC.

This Ordinance was implemented January 22, 2019, and the incorporation of this ordinance limits the occupancy of the subject property to 20 guests. Prior to the implementation of this Ordinance, the designed occupancy of the subject property was 34 guests. Therefore, as a result of the ordinance, the maximum occupancy of the subject has been reduced by 14 guests, or approximately -42%.

We are therefore opining on the difference in market value of the subject before and after the adoption of City of Destin Ordinance No. 18-29-CC, which was promulgated on January 22, 2019.

Land Valuation: An opinion of value for the subject property in 'as if vacant' condition and subsequent application of the cost approach has not been provided. The purpose of this appraisal is to evaluate the impact to the value of the subject by virtue of the implementation of City of Destin Ordinance 18-29-CC which limits occupancy of the subject and corresponding associated income generation potential. Thus, the cost to acquire land and construct a replacement property is meaningless to the purpose of the assignment and was not applied.

Sales Comparison Approach: The improved sales comparison approach was not utilized in this appraisal assignment. The purpose of this appraisal is to evaluate the impact to the value to the subject by virtue of the implementation of City of Destin Ordinance 18-29-CC which limits occupancy of the subject and associated income generation potential. As this ordinance was just recently implemented, an adequate number of improved sales which sold after the Ordinance implementation date were not available from which to garnish an opinion of market value from this approach. As sales which occurred prior to this Ordinance will reflect market transactions without this restriction, they are not considered valid indicators of value for the subject in the restricted condition. Therefore this approach could not be applied due to lack of sufficient comparable data.

Income Approach: The income approach was applied for the subject in both the 'Before Ordinance' and 'After Ordinance' scenarios.

Income Approach

The Income Approach to value is based on the principle of anticipation, i.e. the value of property correlates to the present worth of the future rights to benefits to be received by the owner. Income approach analysis considers the property from an investor's point of view, the basic premise being that the amount and quality of the income stream are the basis for value of the property.

The income approach is applied by projecting a net income stream through analysis of the subject historical data, comparable property's income and expense information, and historical income expense information for similar properties in the subject market area.

The estimated net income is then converted to a value indication utilizing either the process of direct capitalization analysis, discounted cash flow (DCF) analysis (yield capitalization), or a combination of these methods.

Discounted Cash Flow Analysis (Yield Analysis)

Discounted Cash Flow (DCF) analysis is the procedure in which a discount rate is applied to a series of projected income streams and a reversion. The analyst specifies the quantity, variability, timing, and duration of the income streams as well as the quantity and timing of the reversion and discounts each to its present value at a specified yield rate. DCF analysis can be applied with any yield capitalization technique and may be performed on either a lease-by-lease or aggregate basis.⁷

Applicability: DCF (Yield) analysis is generally used when the net income of the property is forecast to be variable, when the property is of a sufficient size and investment value to cause market participants to evaluate purchase decisions based on DCF, or when specifically requested by the client in an assignment.

Given the nature of the subject property, a discounted cash flow analysis was not employed in this appraisal analysis, as market participants typically do not utilize DCF methodology when evaluating purchase decisions for properties such as the subject.

Direct Capitalization

Conversion of a net income to a present value dollar estimate is called capitalization. Direct capitalization is a method used to convert an estimate of a single year's income expectancy into an indication of value in one direct step, either by dividing the income estimate by an appropriate rate or by multiplying the income estimate by an appropriate factor. This technique employs capitalization rates and multipliers extracted from sales. Only the first year's income is considered. Yield and value change are implied, but not identified.

⁷ The Dictionary of Real Estate Appraisal, Fourth Edition

Applicability: Direct Capitalization analysis is generally appropriate for small to medium sized income-producing properties, in stable markets, single tenant or multi-user-oriented properties, or those with a forecast stable income stream.

Direct Capitalization is utilized in this appraisal given the subject market environment, the character of the subject property in the local market, and the tendency for market participants to use direct capitalization analysis when evaluating investment thresholds and financial benefits for similar property.

The steps involved in capitalizing the subject's net operating income are as follows:

- Develop the subject's Potential Gross Income (PGI) through analysis of the subject's actual historic income and an analysis of competitive current market income rates.
- Estimate and deduct vacancy and collection losses to develop the Effective Gross Income (EGI).
- Develop and subtract operating expenses to derive the Net Operating Income (NOI).
- Develop the appropriate capitalization rate (R_o).
- Divide the net operating income by the capitalization rate for an estimate of value through the income approach.

The reliability of a value found by this approach depends on an appraiser's ability to forecast and support income forecasts and to apply the appropriate income capitalization technique to arrive at the value estimate. When estimating market value, the income forecast must be considered by the appraiser to be typical and the income capitalization techniques must reflect the way investors usually estimate value.

Valuation of a Fee Simple Interest by the Income Approach

When estimating the value of the fee simple interest by the income approach, the annual operating income is forecast assuming market levels. The term "market levels" means that the income and expenses are set at levels considered suitable for the subject property after comparing it to similar properties under current market conditions. Rental rates are projected based on expected market rents and vacancy, and collection loss is based on what is typical in the market for properties renting at the market rate.

Estimate of Potential Gross Income (PGI)

Potential Gross Income is the total income attributable to real property at full occupancy before vacancy and operating expenses are deducted. Potential Gross Income includes the sum of potential rental income, other income, and expense recoveries.

The income and expense history of the subject property is described below.

Property Income / Use History:

The subject property is currently under construction and such has no historical rental history. However, we were informed by the property owner that the forecast annual income due the subject is approximately \$400,000 and the forecast annual expenses are approximately \$115,000 (operating expense ratio of 29%), resulting in a forecast Net Income of \$285,000.

We are valuing the subject under the hypothetical condition that the improvements were complete as of the date of value, January 22, 2019, a prerequisite to formulating a credible value opinion specific to the purpose of the appraisal assignment.

Given that the subject has no historical rental history, we have no choice but to forecast probable rent and expenses based on comparables in the market area.

We again mention that the subject property is a very large (9,468 SF Gross / 6,765 SF HVAC) resort residential home that was specifically designed and configured for income generation potential based on a sleeping occupancy load of 34 persons. This is the basis of the 'Before Ordinance' valuation scenario.

As a result of the implementation of City of Destin Ordinance 18-29-CC, the subject is now limited to a maximum sleeping occupancy of 20 persons, or a reduction of approximately -42%. This is the basis of the 'After Ordinance' valuation scenario.

We now seek to formulate an opinion of probable annual gross income due the subject in the 'Before Ordinance' configuration with a sleeping occupancy of 34 guests and in the 'After Ordinance' configuration with a sleeping occupancy of 20 guests.

Market Rent Based on Occupancy

The appraiser has researched the local market area in order to derive potential subject market rents based on the respective occupancy levels in the 'before' and 'after' configurations.

Rents for similar properties in the subject market area are presented following.

We will present a table of comparable gross rental income for comparable resort residential properties for both the 'before' and 'after' occupancy categories. The following table outlines comparable rentals of residential resort rental homes in the subject market area with a sleeping capacity of over 30 guests, the for 20 guests.

COMPARABLE RENTAL SCHEDULE, SLEEPING OCCUPANCY GREATER THAN 30 PERSONS 'Before Ordinance' Dataset						
Address	Sleeping Capacity	HVAC SF	Year Built	Annual Gross Income	Gross Income Per Sleeping Occupant	Gross Income Per HVAC SF
42 Miami Street, Miramar Beach	34	7,424	2016	\$463,852	\$13,643	\$62.48
3487 Scenic Highway 98, Destin	32	6,600	2016	\$305,393	\$9,544	\$46.27
3463 Scenic Highway 98, Destin	32	6,153	2015	\$380,000	\$11,875	\$61.76
3461 Scenic Highway 98, Destin	36	6,531	2015	\$364,723	\$10,131	\$55.84
107 Hollywood Street, Miramar Beach	38	6,465	2013	\$289,647	\$7,622	\$44.80
<i>Subject Property</i>	34	6,765	2019	<i>\$400,000**</i>	<i>\$11,765</i>	<i>\$59.13</i>
Comparable Statistics*						
Minimum	32	6,153	2013	\$289,647	\$7,622	\$44.80
Maximum	38	7,424	2016	\$463,852	\$13,643	\$62.48
Average	34.4	6,635	2015	\$360,723	\$10,563	\$54.23
Median	34	6,531	2015	\$364,723	\$10,131	\$55.84

*Subject Data Excluded From Statistical Calculations

** Subject Annual Rent Forecast By Property Owner

In consideration of the data above, we consider that an appropriate conclusion of gross annual rent per sleeping occupant is supported at \$60.00 per HVAC SF or \$10,500 per sleeping space. We reconcile these two indications as outlined by the chart below and estimate an annual rent due the subject based on a sleeping capacity of 34 persons of \$390,000.

CONCLUSION OF POTENTIAL GROSS ANNUAL RENT, SUBJECT SLEEPING OCCUPANCY OF 34 PERSONS 'Before Ordinance'						
Address	Sleeping Capacity	HVAC SF	Concluded Annual Gross Income Calculated Per Sleeping Occupant	Concluded Annual Gross Income Per HVAC SF	Calculated Gross Income Per Sleeping Occupant	Calculated Gross Income Per HVAC SF
<i>Subject Property</i>	34	6,765	<i>\$10,500</i>	<i>\$60.00</i>	<i>\$357,000</i>	<i>\$405,900</i>

COMPARABLE RENTAL SCHEDULE, SLEEPING OCCUPANCY OF APPROXIMATELY 20 PERSONS 'After Ordinance' Dataset						
Address	Sleeping Capacity	HVAC SF	Year Built	Annual Gross Income	Gross Income Per Sleeping Occupant	Gross Income Per HVAC SF
3893 Sandprint Drive, Destin	20	3,107	2018	\$118,796	\$5,940	\$38.23
113 Los Angeles Street, Miramar Beach	19	3,122	2005	\$137,307	\$7,227	\$43.98
96 Sarasota Street, Miramar Beach	22	4,132	2009	\$143,813	\$6,537	\$34.80
100 Sandprint Circle, Destin	20	4,227	1999	\$105,000	\$5,250	\$24.84
<i>Subject Property</i>	<i>20*</i>	<i>6,765</i>	<i>2019</i>			
Comparable Statistics*						
Minimum	19	3,107	1999	\$105,000	\$5,250	\$24.84
Maximum	22	4,227	2018	\$143,813	\$7,227	\$43.98
Average	20.25	3,647	2008	\$126,229	\$6,238	\$35.47
Median	20	3,627	2007	\$128,052	\$6,238	\$36.52

*Subject Occupancy Limited by City of Destin Ordinance 18-29-CC

In the 'after ordinance' condition the subject represents a very large house with limited sleeping occupancy potential. In consideration of the data above, we consider that an appropriate conclusion of gross annual rent per sleeping occupant is supported at the upper end of the range, in consideration of the large size of the structure per number of occupants. We therefore estimate an annual rent of \$40.00 per HVAC SF or \$7,200 per sleeping space. We reconcile these two indications as outlined by the chart below and estimate an annual rent due the subject based on a sleeping capacity of 20 persons of \$235,000.

CONCLUSION OF POTENTIAL GROSS ANNUAL RENT, SUBJECT SLEEPING OCCUPANCY OF 20 PERSONS 'After Ordinance'						
Address	Sleeping Capacity	HVAC SF	Concluded Annual Gross Income Calculated Per Sleeping Occupant	Concluded Annual Gross Income Per HVAC SF	Calculated Gross Income Per Sleeping Occupant	Calculated Gross Income Per HVAC SF
<i>Subject Property</i>	<i>20</i>	<i>6,765</i>	<i>\$7,200</i>	<i>\$40.00</i>	<i>\$144,000</i>	<i>\$270,600</i>

In the preceding section of the report we derived an opinion of probable gross annual rent due the subject in both the 'Before Ordinance' (\$390,000) and 'After Ordinance' (\$235,000) conditions. The result was a decrease in annual income as a result of the reduced sleeping capacity of -39% commensurate with the decrease in occupancy from 34 to 24 persons or -42%.

We now seek to evaluate the expenses pertinent to the subject in order to forecast Net Operating Income in both the Before and After scenarios.

Estimation of Operating Expenses

Vacancy and Collection Loss

As we forecast income based on comparable rentals with reported gross income figures, there is no need to deduct a vacancy and collection loss allocation, as the figures utilized already take into account a vacant and credit loss deduction.

Taxes

The stabilized, improved taxes for the subject property are estimated to be \$5.50 per HVAC square foot based on comparable properties and their respective assessments in the market area. This equates to a cost of \$37,500 rounded. This cost is stable regardless of the occupancy of the subject in the 'before' and 'after' conditions.

Insurance

The insurance costs for the subject has been estimated at the rate of \$9,000 annually based on similar properties in the market area. This cost is stable regardless of the occupancy of the subject in the 'before' and 'after' conditions.

Utilities (Power, Water/Sewer/Garbage, Cable and Internet)

The owner pays all utilities, including power, water/sewer/garbage, cable and internet, for the subject property. We have estimated these annual costs at the rate of \$11,220 annually for the subject in the 'before' condition, and at the rate of \$10,440 in the after condition. It is noted that regardless of the occupancy of the subject, the costs of electricity remain relatively constant, and the costs of cable and internet are the same regardless of the number of occupants. Only the expenses of water, gas and to a nominal degree electricity are variable with occupancy.

Repairs/Maintenance

We have included a repairs/maintenance allowance as a percentage of EGI at 2.5% in the before configuration which equates to \$11,220 annually. With regard to the after configuration, noting that routine maintenance is likely not significantly impacted by differences in occupancy between 20 and 34 persons, but the annual income is reduced, we must increase our maintenance in the 'after' configuration as this expense is calculated as a % of EGI. In the 'after' condition we estimate maintenance at the rate of 3.55% of EGI. While we do recognize that 'wear and tear' is somewhat linked to occupancy, the fact that the entire house area is subject to use by 20 guests just as it is with 34 guests, this cost is somewhat fixed.

Management

We estimate management costs based on the costs of a third party manager who would typically charge between 15% and 25% of collected rents for the management service. We will utilize a rate on the lower end of this scale for both value scenarios, or a rate of 15% of EGI.

Income and Expense Statement

The table below recaps our projected income stream and breaks down each expense item. Expenses are totaled, and the net operating income is displayed for both the 'before' and 'after' ordinance conditions.

Income Capitalization Analysis - 'Before Ordinance Limiting Occupancy'				
Unit	Income	Method	Units/SF	Annual
Annual Income 'Before Ordinance' - 34 Guests	\$390,000.00	\$/Year	2,000	\$390,000
			Potential Gross Income:	\$390,000
		Vacancy & Collection Loss	Included	\$0
			Effective Gross Income (EGI):	\$390,000
Expense	Amount (% or	Method		Annual
Taxes	\$37,500	\$/Year		\$37,500
Insurance	\$9,000	\$/Year		\$9,000
Utilities	\$11,220	\$/Year		\$11,220
Repairs/Maintenance	2.5%	% of EGI		\$9,750
Management	15%	% of EGI		\$58,500
			Total Expenses:	\$125,970
			Expense Ratio (Expenses/EGI):	32.30%
			Net Operating Income (NOI):	\$264,030

Income Capitalization Analysis - 'After Ordinance Limiting Occupancy'				
Unit	Income	Method	Units/SF	Annual
Annual Income 'After Ordinance' - 20 Guests	\$235,000.00	\$/Year	2,000	\$235,000
			Potential Gross Income:	\$235,000
		Vacancy & Collection Loss	Included	\$0
			Effective Gross Income (EGI):	\$235,000
Expense	Amount (% or	Method		Annual
Taxes	\$37,500	\$/Year		\$37,500
Insurance	\$9,000	\$/Year		\$9,000
Utilities	\$10,440	\$/Year		\$10,440
Repairs/Maintenance	3.5%	% of EGI		\$8,225
Management	15%	% of EGI		\$35,250
			Total Expenses:	\$100,415
			Expense Ratio (Expenses/EGI):	42.73%
			Net Operating Income (NOI):	\$134,585

Capitalization Rate Derivation

The capitalization rate is the factor that converts the stabilized net operating income (NOI) to a present value. It is the ratio of net income to value or sale price.

$$\text{NOI} \div \text{Sale Price} = \text{Capitalization Rate}$$

For example, if a property sells for \$500,000, and has a stabilized NOI of \$50,000, the indicated capitalization rate is 10%.

Four methods are generally recognized for estimating an appropriate capitalization rate for use in direct capitalization analysis. These four methods are:

1. Market-Extracted Capitalization Rate Data
2. Band of Investment Method Calculation
3. Debt Coverage Method Calculation
4. Nationally-Published Capitalization Rate Data

Market Extracted Capitalization Rate Data

The market-extraction method of estimating capitalization rates involves finding comparable sales of property similar to the subject, and extracting a market rate from the net operating income and sales price of the comparable property.

We present the following examples of market-extracted capitalization rates for Resort Residential properties, based on similar sales in the local and broader markets.

- 3463 Scenic Highway 98 is a resort rental property that sold in February of 2016 for \$3,615,000. Net Operating Income was reported to be \$222,125, therefore indicating a capitalization rate of 6.14%.
- 925 Scenic Gulf Drive in Miramar Beach is a resort rental property that sold in November of 2018 for \$1,900,000. Net Operating Income based on forecast income and expenses was reported to be \$130,000, therefore indicating a capitalization rate of 6.84%.
- 917 Scenic Gulf Drive in Miramar Beach is a resort rental property that sold in August of 2018 for \$1,925,000. Net Operating Income based on forecast income and expenses was reported to be \$135,000, therefore indicating a capitalization rate of 7.00%.
- 1850 Scenic Gulf Drive in Miramar Beach is a resort rental property that sold in September of 2015 for \$2,205,000. Net Operating Income at the time of sale was reported to be \$133,200, therefore indicating a capitalization rate of 6.03%.

Based on the above information, and taking into consideration the overall market appeal we consider that a market extracted rate of 6.50% would be applicable for the subject property.

Band of Investment Method Analysis

This technique utilizes lender and real estate investor investment criteria to develop, or synthesize a capitalization rate. As most income producing properties are purchased with debt plus equity capital, the return on investment portion of the overall capitalization rate must satisfy the market returns of both the investor and the lender. The lender must receive a competitive interest rate, and the investor must anticipate receiving a competitive equity yield.

There are four key inputs necessary for this method:

1. The loan-to-value ratio (M)
2. The mortgage interest rate (i)
3. The loan term (n)
4. The equity cap rate or equity dividend rate (R_E)

The mortgage variables are used to build the mortgage constant (R_M), which is the total amount of the payments made in one year, expressed as a percentage of the original loan amount.

$$\text{Payments} \times 12 / \text{Original Loan Amount} = \text{Mortgage Constant } (R_M)$$

The equity cap rate is the annual return to the investor, expressed as a percent of the original amount invested. The annual return to the investor is also known as the equity dividend rate; it is the profit remaining after debt service and all other expenses.

$$\text{After Debt Service Profit} / \text{Equity Investment} = \text{Equity Cap Rate } (R_E)$$

Note that the equity cap rate is not the same (usually, that is) as the equity yield rate. The equity yield rate reflects the total return to the investor over the life of the investment. Factors such as appreciation and mortgage pay down affect and usually increase this return to a point higher than the equity dividend rate. In markets where substantial appreciation is expected, investors will often accept a low or even negative equity dividend rate, anticipating a compensating payoff when the property is eventually sold. In markets where little appreciation is expected, much more weight is given to the annual equity dividend.

Formula:

$$\begin{aligned} R_M \times M &= \text{rate} \\ R_E \times (1-M) &= \text{rate} \\ &= \text{Cap Rate } (R_o) \end{aligned}$$

A survey of local lenders indicated that competitive fixed rate loans for properties similar to the subject are typically available at a rate of between 6.00% and 7.50% on a 30 year amortization schedule with a 50-70% loan to value.

Thus, we will use a rate of 6.50% in our calculations, with a 70% loan to value and a 30 year amortization term for our analysis of the band of investment and debt coverage ratio analyzes.

The debt capitalization rate (or mortgage constant) for a typical loan made at 6.50% for 30 years is 0.07584816.

Equity dividend (capitalization) rates in the local market range from 4-9%. We estimate an equity dividend rate of 6.00% in the local market for property such as the subject.

Debt Coverage Ratio Method Analysis

This technique develops a capitalization rate based on typical mortgage terms. There are four variables necessary for this method:

1. The loan-to-value ratio (M)
2. The mortgage interest rate (i)
3. The loan term (n)
4. The debt coverage ratio (DCR)

Items 1 through 3 are discussed above under the Band of Investment section. In this method it is also used to develop the mortgage constant (R_M). The debt coverage ratio is the factor by which income exceeds debt on an annual basis.

Formula:

$$\text{Debt Coverage Ratio} \times \text{Loan to Value Ratio} \times \text{Mortgage Constant} = R_o$$

$$\text{or: } DCR \times M \times R_M = R_o$$

We have researched mortgage rates and terms typical for the subject within the market area as noted above. The table below details the Band of Investment and Debt Coverage Ratio Analyses calculations.

Capitalization Rate Calculations				
Capitalization Rate Variables				
Mortgage Interest Rate	6.50%			
Loan Term (Years)	30			
Loan To Value Ratio	70.0%			
Debt Coverage Ratio	1.25			
Equity Dividend Rate	6.00%			
Band of Investment Analysis				
Mortgage Constant		Loan Ratio	Contributions	
0.075848163	x	70.0%	=	5.31%
Equity Dividend Rate		Equity Ratio		
6.00%	x	30.0%	=	1.80%
Band of Investment Capitalization Rate				7.11%
Debt Coverage Ratio Analysis				
Debt Coverage Ratio x Loan to Value Ratio x Mortgage Constant				
1.25 x 0.7 x 0.0758481628191557			=	6.64%
Debt Coverage Ratio Capitalization Rate				6.64%

The Band of Investment capitalization rate analysis indicated an appropriate capitalization rate per the preceding assumptions of 7.11%.

The Debt Coverage Ratio Analysis indicated an appropriate capitalization rate per the preceding assumptions of 6.64%.

National Survey Data

RealtyRates.com Investor Survey

RealtyRates does not track capitalization rates for resort residential property such as the subject, however they do track rates for lodging facilities, a property type that is similar in use to the subject, being a facility for short term rental on a seasonal basis where all services are included in the rental rate. We therefore look to this property category in realty rates for an indication of an applicable capitalization rate for the subject.

The *Realty Rates Investor Survey*, dated 4th Quarter 2018, indicates going in capitalization rates for Lodging Facilities – All Types ranged from 5.21% to 17.22% with an average of 11.32%. In consideration of the excellent quality and condition of the subject property, as well as the resort location, we would estimate an applicable capitalization rate would be below the national average indicated by the survey data and within the lower quartile of exhibited rates, or a rate of between 5.21% and 8.22%.

RealtyRates.com INVESTOR SURVEY - 4th Quarter 2018*						
LODGING FACILITIES -ALL TYPES						
Item	Input					OAR
Minimum						
Spread Over 10-Year Treasury	0.86%	DCR Technique	1.00	0.048303	0.80	3.86
Debt Coverage Ratio	1.00	Band of Investment Technique				
Interest Rate	3.75%	Mortgage	80%	0.048303	0.038642	
Amortization	40	Equity	20%	0.080938	0.016188	
Mortgage Constant	0.048303	OAR				5.48
Loan-to-Value Ratio	80%	Surveyed Rates				5.21
Equity Dividend Rate	8.09%					
Maximum						
Spread Over 10-Year Treasury	11.58%	DCR Technique	2.85	0.163616	0.50	23.32
Debt Coverage Ratio	2.85	Band of Investment Technique				
Interest Rate	14.47%	Mortgage	50%	0.163616	0.081808	
Amortization	15	Equity	50%	0.198946	0.099473	
Mortgage Constant	0.163616	OAR				18.13
Loan-to-Value Ratio	50%	Surveyed Rates				17.22
Equity Dividend Rate	19.89%					
Average						
Spread Over 10-Year Treasury	3.54%	DCR Technique	1.53	0.084242	0.67	8.60
Debt Coverage Ratio	1.53	Band of Investment Technique				
Interest Rate	6.43%	Mortgage	67%	0.084242	0.056324	
Amortization	22	Equity	33%	0.145842	0.048333	
Mortgage Constant	0.084242	OAR				10.47
Loan-to-Value Ratio	66.9%	Surveyed Rates				11.32
Equity Dividend Rate	14.6%					

Capitalization Rate Summary and Conclusion

We consider that a market extracted rate of 6.50% would be applicable for the subject property based on market-extracted capitalization rate indications.

The Band of Investment capitalization rate analysis indicated an appropriate capitalization rate per the preceding assumptions of 7.11%.

The Debt Coverage Ratio Analysis indicated an appropriate capitalization rate per the preceding assumptions of 6.64%.

National Market Indicators as reported by realty rates for a related property type indicate an appropriate capitalization rate of between 5.21% and 8.22% for the subject property.

Capitalization Rate Conclusion:

It is the opinion of the appraiser that a **6.50% capitalization rate** should be employed in this analysis.

On the following page we present the direct capitalization analysis for both the 'Before' and 'After' Ordinance 18-29-CC value scenarios.

Capitalization to Value

Income Capitalization Analysis - 'Before Ordinance Limiting Occupancy'				
Unit	Income	Method	Units/SF	Annual
Annual Income 'Before Ordinance' - 34 Guests	\$390,000.00	\$/Year	2,000	\$390,000
			Potential Gross Income:	\$390,000
		Vacancy & Collection Loss	Included	\$0
			Effective Gross Income (EGI):	\$390,000
Expense	Amount (% or	Method		Annual
Taxes	\$37,500	\$/Year		\$37,500
Insurance	\$9,000	\$/Year		\$9,000
Utilities	\$11,220	\$/Year		\$11,220
Repairs/Maintenance	2.5%	% of EGI		\$9,750
Management	15%	% of EGI		\$58,500
		Total Expenses:		\$125,970
		Expense Ratio (Expenses/EGI):		32.30%
		Net Operating Income (NOI):		\$264,030
		Capitalization Rate:		6.50%
		Value (NOI/Cap Rate):		\$4,062,000
		Rounded:		\$4,065,000

Income Capitalization Analysis - 'After Ordinance Limiting Occupancy'				
Unit	Income	Method	Units/SF	Annual
Annual Income 'After Ordinance' - 20 Guests	\$235,000.00	\$/Year	2,000	\$235,000
			Potential Gross Income:	\$235,000
		Vacancy & Collection Loss	Included	\$0
			Effective Gross Income (EGI):	\$235,000
Expense	Amount (% or	Method		Annual
Taxes	\$37,500	\$/Year		\$37,500
Insurance	\$9,000	\$/Year		\$9,000
Utilities	\$10,440	\$/Year		\$10,440
Repairs/Maintenance	3.5%	% of EGI		\$8,225
Management	15%	% of EGI		\$35,250
		Total Expenses:		\$100,415
		Expense Ratio (Expenses/EGI):		42.73%
		Net Operating Income (NOI):		\$134,585
		Capitalization Rate:		6.50%
		Value (NOI/Cap Rate):		\$2,070,538
		Rounded:		\$2,070,000

Conclusion of Diminution in Value

In the 'before ordinance' configuration direct capitalization of the net operating income to the subject property revealed a value opinion of \$4,065,000 based on an occupancy of 34 sleeping guests.

In the 'after ordinance' configuration direct capitalization of the net operating income to the subject property revealed a value opinion of \$2,070,000 based on an occupancy of 20 sleeping guests.

The Dimunition in Value is represented by the difference between the ‘before’ and ‘after’ value conclusions, or in this case the difference between \$4,065,000 and \$2,070,000 or \$1,995,000.

One Million Nine Hundred Ninety Five Thousand Dollars
\$1,995,000

Certification

The appraiser has no present or prospective interest in the subject property of this appraisal and no personal interest of bias with respect to the parties involved in this appraisal. I have the appropriate education and experience to conduct this appraisal.

The appraiser will not divulge the analytical findings or conclusions to anyone other than the client or designee, except as may be required by the Appraisal Institute or by a court of law with power of subpoena.

I certify, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property which is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property which is the subject of this report or to the parties involved with this assignment.
- The engagement in this assignment was not contingent upon developing or reporting predetermined results.
- The compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property that is the subject of this report.

***Certification
(Continued)***

- The signatory appraiser has not performed any services, as an appraiser or in any other capacity, regarding the subject property within the 3 years prior to acceptance of this appraisal assignment.

This appraisal has been conducted, and the appraisal report prepared in conformance with the requirements of Title XI of the Financial Institutions Reform, Recover, and Enforcement Act of 1989 (FIRREA, 12 U.S.C. 3331 et seq.). This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

No person other than the undersigned made a significant professional contribution to the research and analysis in this appraisal unless specifically noted above.

Respectfully Submitted,

EquiValue Appraisal, LLC

A handwritten signature in blue ink, appearing to read 'Jason P. Shirey', with a stylized flourish extending from the end.

Jason P. Shirey, MAI, CCIM
Cert Gen RZ3186

Limiting Conditions and Assumptions

1. Unless otherwise noted in the body of the report, we assumed that title to the property or properties appraised is clear and marketable and that there are no recorded or unrecorded matters or exceptions that would adversely affect marketability or value. We are not aware of any title defects nor were we advised of any unless such is specifically noted in the report. We did not examine a title report and make no representations relative to the condition thereof. Documents dealing with liens, encumbrances, easements, deed restrictions, clouds and other conditions that may affect the quality of title were not reviewed. Insurance against financial loss resulting in claims that may arise out of defects in the subject property's title should be sought from a qualified title company that issues or insures title to real property.
2. We assume that improvements are constructed or will be constructed according to approved architectural plans and specifications and in conformance with recommendations contained in or based upon any soils report(s).
3. Unless otherwise noted in the body of this report, we assumed: that any existing improvements on the property or properties being appraised are structurally sound, seismically safe and code conforming; that all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are, or will be upon completion, in good working order with no major deferred maintenance or repair required; that the roof and exterior are in good condition and free from intrusion by the elements; that the property or properties have been engineered in such a manner that it or they will withstand any known elements such as windstorm, hurricane, tornado, flooding, earthquake, or similar natural occurrences; and, that the improvements, as currently constituted, conform to all applicable local, state, and federal building codes and ordinances. We are not engineers and are not competent to judge matters of an engineering nature. We did not retain independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, make no representations relative to the condition of improvements. Unless otherwise noted in the body of this report no problems were brought to our attention by ownership or management. We were not furnished any engineering studies by the owners or by the party requesting this appraisal. If questions in these areas are critical to the decision process of the reader, the advice of competent engineering consultants should be obtained and relied upon. It is specifically assumed that any knowledgeable and prudent purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of the building systems. Structural problems and/or building system problems may not be visually detectable. If engineering consultants retained should report negative factors of a material nature, or if such are later discovered, relative to the condition of the improvements, such information could have a substantial negative impact on the conclusions reported in this appraisal. Accordingly, if engineering consultants report negative findings, we reserve the right to amend the appraisal conclusions reported herein.
4. All furnishings, equipment and business operations, except as specifically stated and typically considered as part of real property, have been disregarded with only real property being considered in the appraisal. Any existing or proposed improvements, on- or off-site, as well as any alterations or repairs considered, are assumed to be completed

in a workmanlike manner according to standard practices based upon information submitted. This report may be subject to amendment upon re-inspection of the subject property subsequent to repairs, modifications, alterations and completed new construction. Any estimate of Market Value is as of the date indicated; based upon the information, conditions and projected levels of operation.

5. We assume that all factual data furnished by the client, property owner, owner's representative, or persons designated by the client or owner to supply said data are accurate and correct unless otherwise noted in the appraisal report. We have no reason to believe that any of the data furnished contain any material error. Information and data referred to in this paragraph include, without being limited to, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any material error in any of the above data could have a substantial impact on the conclusions reported. Thus, we reserve the right to amend our conclusions if errors are revealed. Accordingly, the client-addressee should carefully review all assumptions, data, relevant calculations, and conclusions within 30 days after the date of delivery of this report and should immediately notify us of any questions or errors.
6. The date of value to which any of the conclusions and opinions expressed in this report apply, is set forth in the Letter of Transmittal. Further, that the dollar amount of any value opinion herein rendered is based upon the purchasing power of the American Dollar on that date. This appraisal is based on market conditions existing as of the date of this appraisal. Under the terms of the engagement, we will have no obligation to revise this report to reflect events or conditions which occur subsequent to the date of the appraisal. However, we will be available to discuss the necessity for revision resulting from changes in economics or market factors affecting the subject.
7. We assume no private deed restrictions, limiting the use of the subject property in any way.
8. Unless otherwise noted in the body of the report, we assume that there are no mineral deposits or subsurface rights of value involved in this appraisal, whether they be gas, liquid, or solid. Nor are the rights associated with extraction or exploration of such elements considered unless otherwise stated in this appraisal report. Unless otherwise stated we also assumed that there are no air or development rights of value that may be transferred.
9. We are not aware of any contemplated public initiatives, governmental development controls, or rent controls that would significantly affect the value of the subject.
10. The estimate of Market Value, which may be defined within the body of this report, is subject to change with market fluctuations over time. Market value is highly related to exposure, time promotion effort, terms, motivation, and conclusions surrounding the offering. The value estimate(s) consider the productivity and relative attractiveness of the property, both physically and economically, on the open market.
11. Unless specifically set forth in the body of the report, nothing contained herein shall be construed to represent any direct or indirect recommendation to buy, sell, or hold the

properties at the value stated. Such decisions involve substantial investment strategy questions and must be specifically addressed in consultation form.

12. Unless otherwise noted in the body of this report, we assume that no changes in the present zoning ordinances or regulations governing use, density, or shape are being considered. The property is appraised assuming that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report is based, unless otherwise stated.
13. This study may not be duplicated in whole or in part without our written consent, nor may this report or copies hereof be transmitted to third parties without said consent. Exempt from this restriction is duplication for the internal use of the client-addressee and/or transmission to attorneys, accountants, or advisors of the client-addressee. Also exempt from this restriction is transmission of the report to any court, governmental authority, or regulatory agency having jurisdiction over the party/parties for whom this appraisal was prepared, provided that this report and/or its contents shall not be published, in whole or in part, in any public document without our written consent. Finally, this report shall not be advertised to the public or otherwise used to induce a third party to purchase the property or to make a “sale” or “offer for sale” of any “security”, as such terms are defined and used in this Securities Act of 1933, as amended. Any third party, not covered by the exemptions herein, who may possess this report, is advised that they should rely on their own independently secured advice for any decision in connection with this property. We shall have no accountability or responsibility to any such third party.
14. Any value estimate provided in the report applies to the entire property, and any pro ration or division of the title into fractional interests will invalidate the value estimate, unless such pro ration or division of interests has been set forth in the report.
15. Any distribution of the total valuation in this report between land and improvement applies only under the existing program of utilization. Component values for land and/or buildings are not intended to be used in conjunction with any other property or appraisal and are invalid if so used.
16. The maps, plats, sketches, graphs, photographs, and exhibits included in this report are for illustration purposes only and are to be used only to assist in visualizing matters discussed within this report. Except as specifically stated, data relative to size or areas of the subject and comparable properties was obtained from sources deemed accurate and reliable. None of the exhibits are to be removed, reproduced, or used apart from this report.
17. No opinion is intended to be expressed on matters that may require legal expertise or specialized investigation or knowledge beyond that which is customarily employed by real estate appraisers. Values and opinions expressed presume that environmental and other governmental restrictions/conditions by applicable agencies have been met, including but not limited to seismic hazards, flight patters, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, licenses, etc. No survey, engineering study or architectural analysis was provided to us unless otherwise stated within the body of this report. If we were not supplied with a

- termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranty is made concerning obtaining these items. We assume no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.
18. Acceptance and/or use of this report constitutes full acceptance of the Assumptions and Limiting Conditions and extraordinary assumptions set forth in this report. It is the responsibility of the Client, or client's designees, to read in full, comprehend and thus become aware of the aforementioned assumptions and limiting conditions. We assume no responsibility for any situation arising out of the Client's failure to become familiar with and understand the same. The Client is advised to retain experts in areas that fall outside the scope of the real estate appraisal/consulting profession if so desired.
 19. We assume that the subject property will be under prudent and competent management and ownership; neither inefficient nor super-efficient.
 20. We assume that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal reports.
 21. No survey of the boundaries of the property was undertaken. All areas and dimensions furnished are presumed correct. It is further assumed that no encroachments to the realty exists.
 22. All value opinions expressed herein are as of the date of value. In some cases, facts or opinions are expressed in the present tense. All opinions are expressed as of the date of value, unless specifically noted.
 23. The Americans with Disabilities Act (ADA) became effective January 26, 1992. Notwithstanding any discussion of possible readily achievable barrier removal construction items in this report, we did not perform a specific compliance survey and analysis of this property to determine whether it is in conformance with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the ADA. If so, the fact could have a negative effect on the value estimated herein. Since we have no specific information relating to this issue, nor are we qualified to make such an assessment, the effect of any possible non-compliance was not considered in estimating the value of the subject property.
 24. The value estimate rendered in this report is predicated on the assumption that there is no hazardous material on or in the property that would cause a loss of value. We were not provided with an Environmental Assessment Report. Further, we are not qualified to determine the existence or extent of environmental hazards. If there are any concerns pertaining to environmental hazards for this property, we recommend that a qualified engineer perform an assessment.

ADDENDA

Parcel Map



Property Appraiser Card

						
Sales In Area	Previous Parcel	Next Parcel	Field Definitions	Return to Main Search	Okaloosa Home	
Owner and Parcel Information						
Owner Name	13 HUTCHINSON LLC		Today's Date	March 14, 2019		
Mailing Address	1159 TROON DR MIRAMAR BEACH, FL 32550		Parcel Number	00-25-22-5443-0000-0010		
Location Address	86 HUTCHINSON ST DESTIN		Tax District	DESTIN (District 10)		
Property Usage	VACANT (000000)		2018 Millage Rates	13.8406		
Section Township Range	00-25-22		Acreage	0		
Business Name			Homestead	N		
Show Parcel Maps						
Value Information			Legal Information			
2017 Certified Values			2018 Certified Values			
Building Value	\$0		\$0			
Extra Feature Value	\$0		\$0			
Land Value	\$213,645		\$240,108			
Land Agricultural Value	\$0		\$0			
Agricultural (Market) Value	\$0		\$0			
Just (Market) Value*	\$213,645		\$240,108			
Assessed Value	\$213,645		\$235,010			
Exempt Value	\$0		\$0			
Taxable Value	\$213,645		\$235,010			
Just (Market) Value description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.			HUTCHINSON COURTS LOT 1 The legal description shown here may be condensed for assessment purposes. Exact description should be obtained from the recorded deed.			
Tax Information						
Building Information						
Type	Total Area	Heated Area	Exterior Wall	Roof Cover	Interior Wall	Flooring
SFR EXCERPT	5,468	5,884	HARDIE BD / BRICK	ASPT METAL	DECORATIVE	CLAY/CERMC
Heating Type	A/C Type	Baths	Bedrooms	Stories	Actual Year Built	Effective Year Built
AIR DUCTED	CENTRAL	6.5	8	4	2019	2019
Show Building Sketch						
Extra Features Data						
Description	Number of Items	Unit Length x Width x Height	Units	Effective Year Built		
ELEVATOR	1	0 x 0 x 0	1 UT	2019		
SWIMPOOL	1	0 x 0 x 0	1 UT	2019		
STREPIIC	1	0 x 0 x 0	3 UT	2019		
STFENCE	1	0 x 0 x 0	1 UT	2019		
Land Information						
LAND USE	NUMBER OF UNITS		UNIT TYPE	Frontage	Depth	
SFR	1		LT	36	150	
Sale Information						
Multi-Parcel Sale	Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification
No	09-09-2017	\$ 100	INDEUTURE DEED	2218	216	Unqualified
Vacant or Improved			Grantor		Grantee	
Vacant			13 HUTCHINSON LLC		13 HUTCHINSON LLC	
Sales In Area	Previous Parcel	Next Parcel	Field Definitions	Return to Main Search	Okaloosa Home	

The Okaloosa County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Senior Exemption Does Not Apply to All Taxing Authorities. Just (Market) Value is established by the Property Appraiser for ad valorem tax purposes. It does not represent anticipated selling price. Working values are subject to change. Website updated: March 12, 2019

Deed

FILE #3160678 RCD: 9/19/2017 12:11 PM, BK: 3318 PG: 316, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00
D Doc Stmp: \$0.70 DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

Corporate Warranty Deed

This Indenture, made , September 8, 2017 A.D.

Between, 13 Hutchinson, LLC, A Florida limited liability company, whose address is: 1159 Troon Drive, Miramar Beach, Florida 32550, a Florida limited liability company existing under the laws of the State of Florida, Grantor and **13 Hutchinson, LLC, a Florida limited liability company**, whose address is: 1159 Troon Drive, Miramar Beach, Florida 32550, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Okaloosa, State of Florida, to wit:

A PORTION OF LOT 13, BLOCK 10, CRYSTAL BEACH AND A PORTION OF VACATED RIGHT-OF-WAY OF 1ST AVENUE, FORMERLY KNOWN AS JOHN AVENUE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE SOUTH HALF OF ADJACENT VACATED RIGHT-OF-WAY OF 1ST AVENUE, FORMERLY KNOWN AS JOHN AVENUE (60' R/W), PER OKALOOSA COUNTY ORDINANCE NUMBER 312 AND THE NORTH 26 FEET OF LOT 13, BLOCK 10, CRYSTAL BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 17, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

THE ABOVE DESCRIBED PROPERTY IS NOW PLATTED AND DESCRIBED AS FOLLOWS:

LOT 1, HUTCHINSON COURTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGE 11, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: 00-2S-22-5445-0000-0010

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

SIGNATURES ON FOLLOWING PAGE

BK: 3318 PG: 317

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Signed, sealed and delivered in our presence:

13 Hutchinson, LLC, A Florida limited liability company

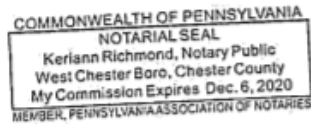
Melissa C. Work
Witness Printed Name Melissa C. Work

By: Joseph Bellinghieri
Its: Manager

Robyn Bell
Witness Printed Name Robyn Bell

State of Pennsylvania
County of Chester

The foregoing instrument was acknowledged before me this 8th day of September, 2017, by Joseph Bellinghieri, as Manager of 13 Hutchinson, LLC, a Florida limited liability company existing under the laws of the State of Florida, on behalf of the limited liability company. He is personally known to me or has produced a valid government issued photo ID as identification.



Kerian Richmond
Notary Public
Print Name: Kerian Richmond
Commission Number: _____
My Commission Expires: 12-6-20

NOTARY SEAL

Prepared by:
Aqua Title Services
36150 Emerald Coast Parkway, Suite 101
Destin, Florida 32541
File Number: 17-0499

Florida Corporate Deed/Letter

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Kimberly Romano Kopp, Esq.
Romano Kopp Law, P.A.
P.O. Box 445
Destin, Florida 32541

For Recording Purposes Only

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this ____ day of _____ 2019, ("Effective Date") by and between, 13 Hutchison, LLC. ("Owner") and the City of Destin ("City"), collectively referred to as the "Parties."

RECITALS

WHEREAS, on January 22, 2019, the City enacted Ordinance 18-29-CC, the Short-Term Rental Occupancy Ordinance ("Ordinance"), which limits the occupancy of short-term rental homes to two (2) people per bedroom plus an additional four (4) persons; and

WHEREAS, Owner owns the real property and improvements located at 86 Hutchison Street, Destin, FL 32541, as more particularly described in the attached Exhibit "A" (the "Property"); and

WHEREAS, on May 10, 2019, Owner filed a claim with the City, pursuant to the provisions of §70.001, Florida Statutes, the Bert J. Harris, Jr., Private Property Rights Protection Act (the "Harris Act"), alleging that the Property had been inordinately burdened by the adoption of the Ordinance, (the "Claim"); and

WHEREAS, the Harris Act provides for the City to have the ability to enter into a settlement agreement which would have the effect of a modification or variance to the application of a regulation or ordinance as it would otherwise apply to the subject real property, provided the relief granted protects the public interest served by the regulations at issue and is the appropriate relief necessary to prevent the governmental regulatory effort from inordinately burdening the real property; and

WHEREAS, the City has determined that the modifications to the effect of the Ordinance effected by this Agreement protect the public interest served by the Ordinance and are the appropriate relief necessary to prevent the regulatory effect of the Ordinance from inordinately burdening the Property; and

WHEREAS, the Parties now desire to settle and finally resolve all disputes between and among them concerning the Claim.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

1. **Occupancy Allowable Under Ordinance.** Owner is hereby granted a variance from the provisions of the Ordinance so that the Owner shall have the right to apply under the Ordinance for a maximum occupancy of thirty-four (34) overnight guests at the eight (8) bedroom vacation rental property noted above and the City shall grant such occupancy. The right shall continue in perpetuity, regardless of any future changes in ownership, provided that this right shall expire permanently if the Property were to be voluntarily remodeled or voluntarily rebuilt in such a manner as to decrease the number of bedrooms that existed at the date of the Claim. The Property remains subject to all other requirements of the City's regulations, including but not limited to regulations for short-term rentals, parking, trash, and noise. No greater than eight (8) vehicles may be parked on the Property. No vehicle may encroach upon the City's right-of way.

2. **Development In Accordance with Code.** Notwithstanding any provisions contained herein, the Owner shall at any time have the right and option to remodel, develop, or use the Property in accordance with the applicable ordinances of the City of Destin in effect at the time of application therefor, and this variance shall not be construed as making the Property in any way non-conforming.

3. **Entire Agreement.** The Parties acknowledge that this Agreement constitutes the entire agreement between them regarding the settlement of their dispute and any prior statements, whether oral or written, are merged herein. This Agreement may not be modified or amended without a written instrument signed by the party against whom enforcement is sought.

4. **Duration of Agreement.** This Agreement shall be perpetual and deemed to run with the land, and shall be binding upon and the benefits shall inure to the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

5. **Authority.** The signatories to this Agreement are expressly authorized to resolve their dispute as set forth herein and by their signatures here represent and affirm their authority to execute this Agreement.

6. **Governing Law.** The law of the State of Florida shall apply to this Agreement. Any dispute regarding this Agreement shall be litigated exclusively in the courts of Okaloosa County, Florida. The parties expressly consent to such agreed jurisdiction and venue, and waive any objections thereto.

OWNER: 13 Hutchison, LLC

Signature of Witness #1

Print or type name

Signature of Witness # 2

Print or type name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2019, by
_____ and _____, who are personal known to me or who have
produced _____ as identification and who did not (did) take an oath.

Signature of Notary

(NOTARY SEAL)

Print or type name

CITY OF DESTIN

By: _____
Gary Jarvis, Mayor

Date: _____

ATTEST:

Rey Bailey, City Clerk

Date:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2019, by
_____ and _____, who are personally known to me or who have
produced _____ as identification and who did not (did) take an oath.

Signature of Notary

(NOTARY SEAL)

Print or Type Name

Approved as to form and legality for use and
reliance by the City of Destin, Florida, only.

Kimberly Romano Kopp, Esq.
City Land Use Attorney

Exhibit "A"

Legal Description of Property

Lot 1 of the Hutchison Courts plat, recorded in Okaloosa County Plat Book 28, Page 11, of the Public Records of Okaloosa County, Florida



The City of Destin

Post Office Box 399 Destin, Florida 32540 (904) 837-4242 FAX (904) 837-3267

December 9, 1993

DO-93-29

Mr. W. C. Merrill, Jr.
Operating Manager
Henderson Beach Land Trust
Post Office Box 6038
Pensacola, Florida 32503-6038

RE: FINAL DEVELOPMENT ORDER FOR DESTINY, A 172-LOT PLANNED UNIT DEVELOPMENT AND MAJOR DEVELOPMENT

Dear Mr. Merrill:

Based upon the City Council's approval of the above referenced project at its meeting on December 6, 1993, this letter will serve as your Final Development Order to include all the provisions of the attached Staff Report and with the following conditions:

1. Under the requirements of the Land Development Regulations and Destin's Code of Ordinances, development must commence within a twelve-month period and building permits for this project must be obtained prior to December 5, 1994, or this approved Development Order will expire and the project will have to be resubmitted for review.

2. Prior to the issuance of a building permit, the following documents are required:

(a) Department of Environmental Protection (DEP) Permit for Stormwater Management Plan;

(b) Department of U. S. Army Corps of Engineer (COE) Permit is required for dredge and fill activity; and

(c) Recorded Homeowners' Association Documents.

3. DEP approval of lift station is required prior to issuance of Certificate of Occupancy.

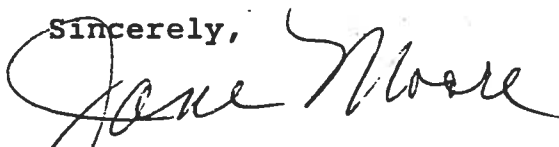
4. If the development is initiated within a one-year period your concurrency status is protected for five years through December 6, 1998.

aid 4/15/94
~

Mr. W. C. Merrill, Jr.
Destiny PUD
12-9-93 - Page 2

Best of luck with this project. Let us know if we can be of any further assistance.

Sincerely,


Jane Moore
Planning & Zoning Director
JM:jf
Enclosures

cc: Mr. Jay Odom, Agent w/enclosures
Inspection Department w/enclosures ✓

X1. 2-6.

REPORT AND RECOMMENDATION

TO : DESTIN CITY COUNCIL
FROM : DESTIN PLANNING COMMISSION
SUBJECT: REQUEST APPROVAL OF DESTINY, A PUD & MAJOR DEVELOPMENT
DATE : DECEMBER 6, 1993

ISSUE

Request for approval of **DESTINY, a Planned Unit Development and a Major Development**. The proposed project will consist of one hundred seventy-two (172) single family lots and an open space area for amenities to be located on the north side of County road 2378 (Scenic Highway 98) across from The Crab Trap. Request is made by Mr. Jay Odom of Crystal Beach Development as agent for Henderson Beach Land Trust. Property contains 40.75 acres, more or less.

DISCUSSION

The Planning Commission conducted a Public Hearing on this project at their meeting on Thursday, November 18, 1993. Mr. Jay Odom made a presentation and reviewed the scope of the project. He noted that from a landscaping standpoint, the proposed development would be a landmark project for his company and would be an asset to the community from an aesthetic standpoint.

Mr. Bryon Dumas a Kokomo Kove resident and Mr. Glenn Scott, President of Kokomo Kove Homeowners Association, spoke in favor of the proposed development. They noted that the project would be beneficial to the City; would provide new jobs and increase property values. Although Mr. Scott supported the project he did voice concerns about the lake, wooded area and the environment.

Ms. Alice Robinson, Kokomo Kove homeowner, stated when she bought her property, she was told the adjacent land was owned by the State and would remain in its natural state. She also voiced concerns about the environment and the animals.

Staff reported that Hour Glass II President Charles Parrish wrote a letter supporting the Destiny project. During discussion, staff stated that the eastern side of the lake is a wetlands area that will have to be protected or mitigated and may provide some habitat for the wildlife. It was pointed out in the developer's findings of fact that: "the primary focus of the proposed PUD will be the preservation of the two freshwater lakes; also the City has a 25-foot setback requirement from a water body; drainage of the project has been designed to preserve the water quality of the two lakes; and that all runoff will be filtered before it enters the lakes".

In keeping with development patterns of the developer it is expected that minimal clearing will occur. Staff advised they were not aware of any endangered wildlife, fowl or vegetation on the property although there are animals such as opossums, raccoons, etc. which live in that area.

Report & Recommendation
Destiny, a PUD
12-6-93 - Page 2

RECOMMENDATION

Based on a vote of 6-0, the Planning Commission recommended approval of **Destiny, a Planned Unit Development and a Major Development** to City Council, and incorporated the staff report as their Findings of Fact. Commissioner Cohen declared a Conflict of Interest and abstained from voting.

SUGGESTED MOTION

I move that we approve **Destiny, a Planned Unit Development and a Major Development**, and incorporate the staff report as recommended by the Planning Commission.

Reviewed and Approved by:
City Manager
P&Z Director

pc
jr

Date
11-30-93
11-30-93

**STAFF REPORT
PLANNING AND ZONING DEPARTMENT
DESTINY, A 172-LOT PLANNED UNIT DEVELOPMENT
NORTH SIDE OF COUNTY ROAD 2378
NOVEMBER 18, 1993**

ISSUE

Request for approval of DESTINY, a Planned Unit Development and a Major Development. The proposed project will consist of one hundred seventy-two (172) single family lots and an open space area for amenities to be located on the north side of County Road 2378 (Scenic Highway 98) across from The Crab Trap. Request is made by Mr. Jay Odom of Crystal Beach Development as agent for Henderson Beach Land Trust. Property contains 40.75 acres, more or less.

ZONING/COMPREHENSIVE PLAN

The property is zoned BT (Business Tourism) and the Land Use Category is (MU) Mixed Use. Planned Unit Developments are allowed under these regulations. The maximum density under the Comprehensive Plan is 30 units per acre which would allow a maximum of 1,223 units on 40.75 acres.

CONCURRENCY MANAGEMENT

Concurrency requirements met:

Sanitary Sewer	<u>x</u>	Potable Water	<u>x</u>	Roadways	<u>x</u>
Solid Waste	<u>x</u>	Recreation	<u>x</u>	Drainage	<u>x</u>

MYLAR - SUBDIVISION OR PUD

The Mylar has been submitted with the required signatures.

STORMWATER

The Stormwater Management Plan for the project has been reviewed and approved by the City Engineer. A Department of Environmental Protection (DER) Permit is required prior to the issuance of a building permit. (Plans have been submitted to DER according to the project engineer).

UTILITIES

Underground utilities are required for all planned unit developments. Developer to install lift station at his expense which will require DEP (DER) approval prior to issuance of Certificate of Occupancy. Developer to finalize status of maintenance of water and sewer lines with Destin Water Users and according to DWU representatives will require Board action for DWU to maintain on private streets.

INGRESS\EGRESS

Access into the project is provided through a new street, Royal Palms Boulevard, a 75' right-of-way off of Scenic Highway 98. The project has been reviewed and approved by Okaloosa County's Inspection/Engineering Department and was found to be in compliance with Okaloosa County's requirements regarding driveway connections and traffic concurrency.

All new street names have been approved by 9-1-1. The streets are to remain private. They must be installed to City standards. The developer has submitted a copy of the budget section of the Homeowners' Association documents. It shows an annual reserve for

street maintenance of \$10,000. Projected for a 15-year period an annual reserve would accrue \$150,000 which, according to the City

Engineer, would be sufficient to repair or replace the infrastructure within the development. A copy of the recorded Homeowners' Association Documents must be provided the City prior to the issuance of a building permit.

The pavers shown on the plans cannot be installed until or unless the City adopts construction standards for the use of the brick pavers. The City Engineer is currently developing proposal standards for Council's consideration.

SIGNS

The developer is requesting a sign at the entrance into the planned unit development. The proposed sign may not exceed forty (40) square feet and placement of the sign must be approved by the City Engineer.

Within the development, traffic signage must comply with the Department of Transportation's standards. Developer to provide signage; City Engineer to approve.

STREETLIGHTS

Streetlights are required and streetlight layout must be reviewed and approved by the City Engineer. These streetlights will be paid for by the developer and installed as part of the infrastructure.

SIDEWALKS

Sidewalks will be required on Scenic Highway 98 and for all internal streets within the project. Sidewalks are shown on the Mylar. Sidewalks\driveway connections must be ramped to meet handicap accessibility requirements.

WHITE SANDS ZONE

Part of the project lies within White Sands Zone #1 which requires all white fill material. A map is appended to this report depicting the White Sands Zone and the area required to comply with that zone.

SETBACKS

The Site Plan shows typical footprints and setbacks which comply with the minimum requirements: 20' front - 5' side - 10' rear except that corner lots may have one street frontage at 10' and the other street frontage at 20'. All development on waterfront lots must meet 25' setback or remain clear of any wetlands, whichever is greater in distance.

LANDSCAPE

The project meets or exceeds the landscape requirements as follows:
OPEN SPACE:

$1,755,064.55 \text{ s.f. of property} \times 18\% = 319,511.62 \text{ s.f. required}$
This area is provided for within the setbacks and each lot must provide a minimum of 4 trees per lot.

PARKING

Parking will be provided for each unit individually
TOTAL SPACES REQUIRED: 2 PER UNIT

REFUSE COLLECTION

Refuse collection is handled by curbside pickup through Environmental Waste.

FIRE DEPARTMENT REVIEW

The project has been reviewed and approved by the Fire Department.

ENVIRONMENTAL ISSUES

The City Engineer and Director of Planning and Zoning made a site visit and the City Engineer determined the soils component did not meet test for designating Lots 23, 24, 25, 26, 30, 31 & 32 as wetlands and, therefore, no mitigation is required under Article 11 of Section 11.03.00 of Destin's Land Development Code. These lots will require some fill material and qualify for a COE Nationwide Permit. This permit must be received prior to the fill activity occurring.

GENERAL COMMENTS

There have been no objections filed with the staff regarding this project. Prior to issuance of a building permit the following permits must be received:

1. DEP (DNR) Permit for Stormwater Management Plan.
2. COE Permit for dredge and fill.
3. Recorded Homeowners' Association Documents.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 16, 2019**TYPE OF AGENDA ITEM:** City Manager Report**TO:** City Council**THRU:** Lance Johnson, City Manager**FROM:** Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney**DATE:** September 11, 2019**SUBJECT:** Resolution 19-21 Cost Sharing for the Harbor Carrying Capacity Study

I. BACKGROUND: The Army Corps of Engineers expressed interest in aiding the City in the obtainment of funding and contract services to undertake a Carrying Capacity Study through the Corps of Engineers' Planning Assistance to States Program. As part of the funding agreement, the City has agreed to a 50% cost share for the proposed study.

The Harbor Community Redevelopment Advisory Committee (Harbor CRA) and City Council raised concern regarding the number of vessels and activity in the Harbor and Calhoun Areas including Choctawhatchee Bay. On March 21, 2019 the Harbor CRA recommended that City Council Commission a Harbor Capacity Study to consider aesthetics, socioeconomics, quality of life, tourism, and community character issues; including population concentration, availability of open space, habitat diversity, and the diversity and health of existing species within the Harbor CRA District and Calhoun Area including Choctawhatchee Bay.

II. DISCUSSION: The purpose of this resolution is to enter into an agreement with the Army Corps of Engineers for assistance with funding and contracting service for a Harbor Carrying Capacity Study. As part of the Corps of Engineers' Planning Assistance to States Program, the City has agreed to a 50% cost share of the total cost of the study not to exceed \$200,000.00

A. Link to Strategic Goals / Objectives: Enhance Quality of Life

B. Effect on Budget (EOB): This cost share will require a 50% payment of the total cost for the Capacity Study.

C. Level of Service (LOS): There is no anticipated change to the level of service in the City as a result of this resolution.

III. CONCLUSION: A Capacity Study is needed to further understand how the waterways and upland areas are affected by various activities in and around the Harbor and Calhoun Areas including Choctawhatchee Bay.

Staff recommends that the council approve Resolution 19-21 for a Cost Sharing Agreement between the Army Corps of Engineers and the City to conduct a Harbor Carrying Capacity Study.

IV. RECOMMENDED MOTION: I move to approve Resolution 19-21 and the associated Cost Sharing for the Harbor Carrying Study between the City and the Army Corps of Engineers.

Attachments:

1. Resolution 19-21_Harbor Capacity Study Cost Share

RESOLUTION 19-21

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF DESTIN AND THE ARMY CORPS OF ENGINEERS, TO CONDUCT A CARRYING CAPACITY STUDY FOR THE DESTIN HARBOR AND CALHOUN AREA INCLUDING CHOCTAWHATCHEE BAY.

WHEREAS, the Destin City Council directed Staff to engage an entity to commission a Harbor Capacity study to consider aesthetics, socioeconomics, quality of life, tourism, and community character issues; including population concentration, availability of open space, habitat diversity, and the diversity and health of existing species within the Harbor CRA District and Calhoun Area including Choctawhatchee Bay.

WHEREAS, the Army Corps of Engineers has expressed interest in aiding the City in the obtainment of funding and contract services for the Carrying Capacity Study (Section 22 Study) through the Corp of Engineers' Planning Assistance to States Program.

WHEREAS, Section 22 of the Water Resources Development Act of 1974, as amended, provides the authority for the Corps to assist in the preparation of comprehensive plans for the development, utilization, and conservation of water and related land resources and the City of Destin requires planning assistance for a Carrying Capacity Study of the Destin Harbor and Calhoun Area including Choctawhatchee Bay and

WHEREAS, entering into an agreement with the Corps of Engineers for assistance with the Carrying Capacity Study will require a 50 percent cost share of study costs from the City of Destin. **The City's share is not to exceed \$200,000.00.**

NOW, THEREFORE, BE IT RESOLVED, by the Destin City Council that, the terms of said agreement for the Carrying Capacity Study of the Destin Harbor and Calhoun Area including Choctawhatchee Bay, is in the best interest of the City, and the Destin City Council designates and confirms Lance Johnson, City Manager or his designee to execute and deliver said contract and any related documents necessary to consummate the contract.

PASSED AND DULY ADOPTED THIS 16TH DAY OF SEPTEMBER 2019

By:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

Ordinance 19-08-CN

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO LIVERY VESSELS; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR DEFINITIONS; PROVIDING FOR A TEMPORARY MORATORIUM ON LIVERY VESSEL PERMITS; DIRECTING STAFF TO DEVELOP RECOMMENDATIONS FOR REGULATION OF LIVERY VESSELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXPIRATION OF MORATORIUM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin City Council approved ordinance number 17-02-CC on Second Reading at its regular meeting on February 21, 2017, creating Code of Ordinances Article VIII Permitting of Livery Vessels; and

WHEREAS, the City of Destin City Council adopted ordinance number 17-07-CC on Second Reading at its regular meeting on March 20, 2017, which amended Code of Ordinances Article VIII Permitting of Livery Vessels; and

WHEREAS, the waterways adjacent to the landward municipal limits of the City of Destin, particularly Destin Harbor, are severely overcrowded resulting in a dangerous congestion of Vessels; and

WHEREAS, Livery Vessel rental businesses significantly contribute to the above-described congestion by renting livery vessels to an abnormally high number of inexperienced and ineffective Livery Vessel operators, which severely increases the danger to the public's health, safety, and welfare; and

WHEREAS, Livery Vessel rental businesses significantly contribute to the deterioration of water quality in the waterways of the City of Destin and the waterways immediately adjacent to the City of Destin; and

WHEREAS, the City of Destin City Council has determined that the above-recited facts have resulted in significant danger to the health, safety, and welfare of the public; and

WHEREAS, the City Council has directed City staff to procure a qualified expert capable of performing a study and producing a report quantifying the uses, congestion, overcrowding, and resulting water quality of Destin Harbor and other waterways adjacent to the City of Destin; and

WHEREAS, the City of Destin currently lacks adequate regulations to reduce, mitigate, or eliminate the adverse effects of a proliferation of Livery Vessels in the Destin Harbor and other waterways adjacent to the City of Destin.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN AS FOLLOWS:

*NOTE: Language in Sections 2 through 16 of this ordinance that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language that is not ~~struck through~~ or underlined is not to be changed, and * * * represents sections of the Code of Ordinances that have been skipped and remain unchanged.*

SECTION 1. FINDINGS. The above stated findings are hereby adopted.

SECTION 2. PURPOSE. Despite the City of Destin's reasonable efforts to control the number of Livery Vessels in the waterways adjacent to the municipal limits of the City of Destin through a permitting structure described in ordinance number 17-07-CC, an inordinately high number of Livery Vessels originating from the City of Destin remain in these adjacent waterways and pose a heightened risk to the public's health, safety, and welfare when compared to vessels that are not Livery Vessels. Without further regulation preventing the increased proliferation of Livery Vessels, the risk to the public's health, safety, and welfare will continue to increase. The moratorium described herein is meant to ensure that the risk to the public's health, safety, and welfare is not further exacerbated by the increased proliferation of Livery Vessels.

SECTION 3. DEFINITIONS. For the purpose of this ordinance, "substantial hardship" means a demonstrable, direct, financial detriment in excess of \$10,000.00 suffered by a Vendor as a result of capital investments purchased in reliance on the terms of ordinance number 17-07-CC. All other terms used herein shall have the same meanings as described in 13-141, City of Destin Code of Ordinances.

SECTION 4. TEMPORARY MORATORIUM.

- (a) There is hereby enacted a Temporary Moratorium on the permitting and operation of all Livery Vessels originating from within the municipal limits of the City of Destin and adjacent waterways. A Vendor shall not be issued a Permit unless the Vendor provides proof that the number of Livery Vessels for which the Vendor seeks permit(s) is equal to or less than the number of permits that the City of Destin issued to the Vendor in the previous year ending December 31, 2018 except as provided herein.
- (b) The City of Destin shall not issue any Permit or any other document which would have the effect of permitting or otherwise authorizing the operation of any Livery Vessels in excess of the number authorized by Section 4(a), of this Ordinance, unless either (1) the Vendor demonstrates a Substantial Hardship, as the term is defined herein, or (2) an agreement between the City of Destin and the Vendor exists, that has been authorized by the City Council.

SECTION 5. DIRECTION TO STAFF. City staff is directed to evaluate and develop such recommendations, as staff may deem appropriate, for adoption of appropriate regulations that consider, among other things, aesthetics, socioeconomic impact, quality of life for the public, tourism, and community character issues including population concentration, availability of open space, habitat diversity, and the diversity and health of existing species within the waterways adjacent to the City of Destin.

SECTION 6. EXPIRATION OF MORATORIUM. Unless extended by amendment of this Ordinance, this Temporary Moratorium shall expire on November 1, 2019.

SECTION 7. SEVERABILITY. If any section, phrase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

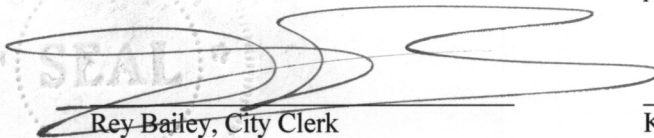
SECTION 8. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS 15th DAY OF APRIL 2019.

BY: 
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney.


Rey Bailey, City Clerk


Kyle S. Bauman, City Attorney

First Reading: April 1, 2019
Second Reading: April 15, 2019

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 16, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Bragg Farmer, Finance Director
Kimberly Kopp, Land Use Attorney

FROM: Lorraine Berish, Senior Administrative Coordinator

DATE: August 30, 2019

SUBJECT: Animal Control Services Contracts; Resolutions 19-12, 19-13, 19-14

I. BACKGROUND: Animal control services for the city have been provided by the Panhandle Animal Welfare Society (PAWS) for many years on a per capita rate at \$45,975 per year plus \$75.00 each for weekend calls. The City has also contracted with Feline Friends of Destin to control the feral cat population within the City for \$10,000 and the Emerald Coast Wildlife Refuge (ECWR) for \$3,000 to provide wildlife rehabilitation services. In addition, Okaloosa County TDC contracts with ECWR for routine turtle nest monitoring of all beaches in Okaloosa County.

II. DISCUSSION: The attached contracts, authorized by resolution, will provide animal control services for FY20.

PAWS: A not-for-profit agency; permitted and licensed for domestic animal control activities (domestic animals are euthanized if not adopted, and feral animals are euthanized)

- Service Areas: Okaloosa County and its municipalities
- Funding Sources: Annual contracts with Okaloosa County and municipalities; contributions

The PAWS contract amount is \$45,975.00. This is the identical amount that was paid in FY17, FY18, and FY19. In addition, we agreed to pay \$75.00 per call for any weekend service that is required. This historically averages to approximately 12 weekend calls for service per year.

Feline Friends: A not-for-profit agency; feral cat control through feeding, trapping, neutering, tagging, and releasing; feral kitten and puppy adoption program (opposes euthanasia of feral animals).

- Service Area: Destin and Sandestin; 40 feeding stations in the Destin area to the Walton County line and 20 feeding stations in Sandestin.
- Funding: Contributions

The Feline Friends of Destin contract amount is \$10,000. This is the amount that we paid in FY17, FY18, and FY19.

Emerald Coast Wildlife Refuge: A not-for-profit agency; permitted and licensed through the Federal and State Fish and Wildlife Commissions; deals with wildlife only.

- Service Area: Florida Panhandle
- Funding: FWC grants; contributions; contracts for specific services

The ECWR Contract amount is \$3000.00. This is the amount that we paid in FY17, FY18 and FY19.

A. Link to Strategic Goals / Objectives: a. Strategic Priority I. – Enhanced Quality of Life

B. Effect on Budget (EOB): B. Effect on Budget (EOB): The PAWS contract is a historically budgeted item in the City of Destin's annual budget for animal control services. The FY20 contract amount is \$45,975.00 plus \$75.00 per call for weekend calls, the same amount budgeted in FY19.

The Feline Friends of Destin FY20 contract amount is \$10,000.00, the same amount that was contracted in FY19.

The ECWR FY20 contract amount is \$3,000, the same amount that was contracted in FY19.

The PAWS contract will be paid on a monthly basis upon receipt of monthly invoices and activity reports. The ECWR & Feline Friends contracts will be paid on a quarterly basis, upon receipt of invoices and performance reports.

C. Level of Service (LOS): Approval of these contracts will provide continued animal control services for the City.

III. CONCLUSION: Animal control is an integral service provided to the residents of Destin. These services are more efficiently provided through a contract with PAWS, Feline Friends, and ECWR than could be provided by the City. Staff recommends approval of these contracts.

IV. RECOMMENDED MOTION: I move to accept the PAWS, Feline Friends, and ECWR contracts and authorize the City Manager to execute the contracts accordingly.

Attachments:

1. 19-12 EWCR Resolution
2. ECWR Contract FY20
3. 19-13 Feline Friends Resolution
4. Feline Friends Contract FY20
5. 19-14 PAWS Resolution
6. PAWS CONTRACT FY20

RESOLUTION 19-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN PROVIDING AUTHORITY FOR THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE EMERALD COAST WILDLIFE REFUGE FOR WILDLIFE REHABILITATION SERVICES WITHIN THE CITY OF DESTIN FOR FISCAL YEAR 2019; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, animal control is an integral service provided to the residents of Destin; and

WHEREAS, the Panhandle Animal Welfare Society (PAWS) is permitted and licensed to fulfill *domestic* animal control services for Okaloosa County but does not address issues associated with wild animals; and

WHEREAS, the City has contracted with the EMERALD COAST WILDLIFE REFUGE for many years to provide Destin residents with a facility to report and/or transport injured, orphaned or displaced wildlife; and

WHEREAS, the City determines it is in the best interest of its residents to continue the services provided by the EMERALD COAST WILDLIFE REFUGE within the City of Destin.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Destin that the City hereby provides authority for the City Manager to enter into a contract with the EMERALD COAST WILDLIFE REFUGE for Fiscal Year 2020 at the budgeted amount of \$3,000.00.

ADOPTED THIS 16th DAY OF SEPTEMBER 2019

By:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CONTRACT FOR SERVICES

October 1, 2019 to September 30, 2020

THIS CONTRACT made and entered into this 1st day of October 2019, between Emerald Coast Wildlife Refuge (hereinafter referred to as "ECWR") and the City of Destin, Florida (hereinafter referred to as "DESTIN"), as approved by Destin City Council at its regularly scheduled meeting on September 16, 2019.

WHEREAS, the parties do agree that the purpose of this contract is to establish ECWR as the agency providing wildlife rehabilitation services for the City of Destin. The primary service is to provide citizens with a facility to report and/or transport to, injured, orphaned or in some cases, displaced wildlife. In addition, ECWR will serve as the marine mammal and sea turtle stranding response team.

NOW THEREFORE, the parties hereto agree as follows:

1. DESTIN will pay the annual sum of \$3,000 by Fiscal Year to be disbursed in quarterly payments of \$750 for services provided by ECWR.
2. Payment for such services shall be made upon receipt of an invoice and quarterly report from ECWR. The quarterly report shall contain a summary of services provided within the city limits of Destin during that reporting period.
3. The City will have the right to terminate this Contract if ECWR has failed to comply with the requirements of the Contract.
4. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by ECWR.
5. The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida.
6. Venue: The location for litigating any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be exclusively in Okaloosa County, Florida and nowhere else.
7. **Jury Trial Waiver: ECWR 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.**
8. Public Records. ECWR 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 ECWR 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.

IN WITNESS WHEREOF, the parties have hereunto executed this contract this ____ day of September 2019.

Witness:

City of Destin

City Manager

Witness:

Emerald Coast Wildlife Refuge

RESOLUTION 19-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN PROVIDING AUTHORITY FOR THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FELINE FRIENDS OF DESTIN FOR THE HUMANE CONTROL OF FERAL CATS WITHIN THE CITY OF DESTIN FOR FISCAL YEAR 2020; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, animal control is an integral service provided to the residents of Destin; and

WHEREAS, the Panhandle Animal Welfare Society (PAWS) is permitted and licensed to fulfill *domestic* animal control services for Okaloosa County but does not address issues associated with feral cats; and

WHEREAS, the City has contracted with FELINE FRIENDS for several years to humanely control the feral cat community within the City of Destin with satisfactory results through the Trap Neuter Return Maintain process; and

WHEREAS, the City determines it is in the best interest of its residents to continue the services provided by FELINE FRIENDS within the City of Destin to reduce the feral cat population.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Destin that the City hereby provides authority for the City Manager to enter into a contract with FELINE FRIENDS for Fiscal Year 2020 at the budgeted amount of \$10,000.00.

ADOPTED THIS 16th DAY OF SEPTEMBER 2019

By:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CONTRACT FOR SERVICES

October 1, 2019 to September 30, 2020

THIS CONTRACT made and entered into this 1st day of October, 2019, between Feline Friends of Destin (hereinafter referred to as “FELINE FRIENDS”) and the City of Destin, Florida (hereinafter referred to as “DESTIN”), as approved by Destin City Council at its regularly scheduled meeting on September 16, 2019.

WHEREAS, the parties do agree that the purpose of this contract is to establish FELINE FRIENDS as the agency responsible for providing Trap Neuter Return Maintain (TNRM) animal control services in the City of Destin;

NOW THEREFORE, the parties hereto agree as follows:

1. DESTIN will pay the annual sum of \$10,000 by Fiscal Year to be disbursed in quarterly payments of \$2,500 for TNRM animal control services of feral cats within its city limits.
2. Payment for such services shall be made upon receipt of an invoice and quarterly report from FELINE FRIENDS. The quarterly report shall contain a summary of services provided within the city limits of Destin during that reporting period.
3. FELINE FRIENDS will limit feeding times only during daylight hours and pick up leftovers before nightfall.
4. FELINE FRIENDS will elevate feeding stations beyond coyotes, 'but not the cats' reach.
5. FELINE FRIENDS will report to the city if they see frequent coyote activity in the area of a cat feeding station.
6. FELINE FRIENDS will be required to remove or relocate cat feeding stations if frequent coyote activity is verified in the area.
7. FELINE FRIENDS will provide street addresses of all feeding stations if requested by DESTIN.
8. DESTIN will have the right to terminate this Contract if FELINE FRIENDS has failed to comply with the requirements of the Contract.
9. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by Feline Friends of Destin.
10. The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida.

11. Venue: The location for litigating any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be exclusively in Okaloosa County, Florida and nowhere else.

12. Jury Trial Waiver: **FELINE FRIENDS 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.**

13. Public Records. FELINE FRIENDS 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 FELINE FRIENDS 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.

IN WITNESS WHEREOF, the parties have hereunto executed this contract this ____ day of September 2019.

Witness:

City of Destin

City Manager

Witness:

Feline Friends of Destin

RESOLUTION 19-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN PROVIDING AUTHORITY FOR THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE PANHANDLE ANIMAL WELFARE SOCIETY (PAWS) FOR DOMESTIC ANIMAL CONTROL SERVICES WITHIN THE CITY OF DESTIN FOR FISCAL YEAR 2020; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, animal control is an integral service provided to the residents of Destin; and

WHEREAS, the Panhandle Animal Welfare Society (PAWS) is permitted and licensed to fulfill domestic animal control services for Okaloosa County and its municipalities based on a per capita division of cost among those local governments; and

WHEREAS, the City has contracted with PAWS for many years to perform domestic animal control services with very satisfactory results; and

WHEREAS, the City determines it is in the best interest of its residents to continue PAWS domestic animal control services at the same costs as FY19.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Destin that the City hereby provides authority for the City Manager to enter into a contract with the Panhandle Animal Welfare Society (PAWS) for Fiscal Year 2020 at the budgeted amount of \$45,975.00.

ADOPTED THIS 16th DAY OF SEPTEMBER 2019

By:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CONTRACT FOR SERVICES

October 1, 2019 – September 30, 2020

THIS CONTRACT made and entered into this 1st day of October 2019 between the Panhandle Animal Welfare Society, Inc., (hereinafter referred to as “PAWS”) and CITY OF DESTIN, FLORIDA (hereinafter referred to as “DESTIN”).

Witness:

WHEREAS, the parties do agree that the purpose of this contract is to establish PAWS as the administrative and enforcement agency for any Okaloosa County Animal Control Ordinances, DESTIN Ordinances and applicable Florida statutes pertaining to animals;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

1. DESTIN will pay the annual sum of \$45,975.00 by Fiscal Year to be disbursed in monthly payments of \$3,831.25. Such annual amounts are based on a per capita division of costs among local governments which contract for PAWS services. Payment shall be made upon receipt of a monthly statement submitted by PAWS to DESTIN.
2. Fees collected by PAWS pursuant to this contract shall be retained by PAWS to assist in offsetting the cost of animal control. In the event that impound fees collected by PAWS during the term of this Contract exceeds the total budget established by PAWS in any fiscal year for animal control, PAWS shall pay a portion of the excess collections based upon a per capita division among those local governments that contract for PAWS services during each fiscal year. PAWS agrees within one hundred eighty (180) days after the completion of each approved fiscal year of this contract to provide the City an audit of animal control income and expenses performed by an independent certified accountant.
3. PAWS shall not be responsible for the removal of dead animals on public property or public right of way. Dead animals on private property may be picked up for a fee as determined by PAWS, after the fee has been paid by the owner of the animal or the owner of the property.
4. PAWS will enforce all applicable Okaloosa County ordinances, DESTIN Ordinances and Florida statutes relating to animal control, including the following duties and responsibilities:
5. Provide appropriate equipped, certified Animal Control Officers during the normal business hours of 8:00A.M to 5:00 P.M. Monday through Friday to enforce the ordinances of Okaloosa County and Florida statutes. Operations will be via demand / response system which prioritize incoming animal control demands for services from citizens, and dispatches calls to Animal Control Offices in the field. Officers will respond to citizen request for assistance, and, when not actively engaged in answering dispatched calls, will perform routine patrolling of the service area.
6. Issue citations against and / or impound animals determined to be in violation of applicable Okaloosa County ordinances, DESTIN Ordinances and Florida statutes; manage the investigation and prosecution of cruelty, abuse, neglect and abandonment cases, including the designation and supervision of dogs classified pursuant to Florida’s “Dangerous Dog” statutes.

7. Provide adequate food, shelter and emergency care as necessary for all impounded animals and stray animals apprehended in the field of surrendered at the PAWS shelter until placed or otherwise humanely destroyed according to law.
8. Maintain suitable office hours at the PAWS animal shelter for the purpose of transacting business in connection with the duties under this contract, including, but not limited to, receiving stray or owner surrendered animals and handling transactions for the redemption or impounded and stray animals.
9. House each impounded and stray animal for the period of time specified by applicable Okaloosa County ordinances, DESTIN Ordinances and Florida statutes, and quarantine bite cases pursuant to a cooperative agreement with the County Health Department.
10. An Animal Control Officer will remain on-call after hours (Monday 8am – Saturday 8am) to respond to emergencies involving injured animals; vicious animals that have bitten or inflicted an injury on a person or other animal; cruelty cases; and other situations reasonably considered to constitute a physical threat to humans or animals. A fee of \$75.00 per call will be billed to the City for request for service from Saturday 8am to Monday 8am.
11. PAWS will maintain accurate and detailed records of all stray, impounded or owner released animals coming into its custody including dispositions; records of all bite cases and reports of investigations; and detailed financial records of all fines and impound fees. These records shall be open for inspection during normal business hours to persons designated by DESTIN to review them. In addition, PAWS shall provide to DESTIN a monthly animal control activity summary.
12. PAWS will initiate and maintain a program of public education concerning animal licensing requirements; animal related laws; and promoting responsible pet ownership.
13. PAWS will assist any DESTIN-designated agency or group of volunteers on special tasks, such as responding to dog packs, emergency management, and other animal-related situations. Requirements for such assistance will be communicated by DESTIN to PAWS in advance, either in writing or verbally, to permit rescheduling of work assignments.
14. As a matter of convenience to private citizens, PAWS may provide pet euthanasia service and disposal of remains, for a reasonable fee determined by PAWS.
15. This contract is for the performance period October 1, 2019 through September 30, 2020 and shall remain in force for a period of three years, contingent upon the annual appropriation by DESTIN of legally available funds for the purpose set forth in this Contract. DESTIN shall have the right to terminate this agreement in this absolute discretion at any time by giving the other party written notice at least 30 days prior to the effective termination date.
16. Venue: The location for litigating any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be exclusively in Okaloosa County, Florida and nowhere else.

17. **Jury Trial Waiver: PAWS 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.**
18. Public Records. PAWS 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 PAWS 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.

IN WITNESS WHEREOF, the parties have hereunto executed this contract this ____ day of September 2019.

Witness:

City of Destin

City Manager

Witness:

Panhandle Animal Welfare Society

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 16, 2019

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lisa Firth, Parks & Rec Director
Lance Johnson, City Manager

FROM: Sheri Bethea, Recreation AA

DATE: September 10, 2019

SUBJECT: Resolution 19-18: Request FDOT for temporary closing of US Hwy 98 for the December 14, 2019 Destin Christmas Parade.

I. BACKGROUND:

The City of Destin is seeking a Temporary Closing of Highway 98 for the 35th Annual Christmas Parade. One of the requirements of the DOT permit is to seek City Council approval through Resolution.

II. DISCUSSION:

The City of Destin is seeking a Temporary Closing of Highway 98 for the 35th Annual Christmas Parade. One of the requirements of the DOT permit is to seek City Council approval through Resolution.

A. Link to Strategic Goals / Objectives:

This has been a standard procedure for the past 34 years of conducting the parade. Once Destin City Council approves the Resolution 19-18, the FDOT permit can be processed.

B. Effect on Budget (EOB): None.

C. Level of Service (LOS):

The Destin Christmas Parade attracts thousands of spectators and participants annually. The City continues in its effort to provide quality programs that enhance quality of life for residents, businesses and visitors.

III. CONCLUSION:

Staff recommends that Council adopts Resolution 19-18 to support the 35th Annual Destin Christmas Parade held on Saturday, December 14, 2019 at 10 a.m.

IV. RECOMMENDED MOTION:

I move that the City Council adopt Resolution 19-18 in support of the 35th Annual Destin Christmas Parade.

Attachments:

1. Resolution 19-18 35th Annual
Christmas Parade

RESOLUTION 19-18

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN
AUTHORIZING THE EXECUTION OF A REQUEST FOR TEMPORARY
CLOSING / SPECIAL USE OF STATE ROAD.**

WHEREAS, the Florida Department of Transportation (the "FDOT") requires public entities desiring to close a State Road for parades or other like purposes to submit a duly executed Resolution, or a certified copy of an excerpt of minutes of a duly scheduled meeting, regarding the public entities' assumption of liability and responsibility for the foreseeable consequences of said road closing; and

WHEREAS, the FDOT requires public entities desiring to close State Road for parades or other like purposes to execute a Request for Temporary Closing / Special Use of a State Road (the "Permit Application"); and

NOW, THEREFORE, BE IT RESOLVED, the City Manager is authorized to execute the Permit Application for temporary closing / Special Use of State Road, a portion of Harbor Boulevard for the 2019 Destin Christmas Parade.

ADOPTED THIS 16th DAY OF September 2019.

By:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

The form and content of the above Resolution is hereby approved for legal sufficiency

Kyle Bauman, City Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 16, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kyle Bauman, City Attorney

DATE: September 16, 2019

SUBJECT: Request for approval of one (1) 8' x 41' dock for a single-family residence located at 821 Cross Street

I. BACKGROUND: Property owner Travis Shipp (the "Applicant") submitted a Harbor & Waterways Board application on January 30, 2019, for a single-family residential marine construction project at 821 Cross Street. Per Article 11.05.01.B., City of Destin Land Development Code (LDC), all new marine construction and significant changes to existing marine construction require review by the Harbor & Waterways Board. After the Board meets to review a proposed dock application, its recommendation is forwarded to the City Council for approval or denial.

II. DISCUSSION: The proposed project is for construction of an 8' x 41' dock. The dock as proposed is 41' in length. There is an existing 28' x 24' boathouse at the site, however the boathouse is not part of the proposed project. The proposed project meets the requirements of Article 11.05.01.M.1 City of Destin LDC.

In addition, the proposed project includes the required 25 foot riparian setback from the adjacent property owners ($\pm$ 36.25 ft to the west and $\pm$ 53.75 ft to the east, based on the as-built survey of the site dated May 21, 2019). Written notifications were sent to adjacent property owners. No objections were received by City of Destin staff. As such, the proposed project meets the requirements of Article 11.05.01.S City's LDC.

A. Link to Strategic Goals / Objectives: 1.) Enhance Quality of Life 2.) Improve Public Use of Beach, Waterways and Harbor 3.) Enhance and

Preserve Heritage and Environment

B. Effect on Budget (EOB): There is not any anticipated effect on the budget. Additionally, there is no staff requirement for this project.

C. Level of Service (LOS): The City of Destin will not incur any expense or revenue as a result of this proposed project.

III. CONCLUSION: The proposed dock has been reviewed and approved by the Florida Department of Environmental Protection (FDEP). Additionally, City staff reviewed the application and determined that the plans comply with the City Codes and Regulations. Specifically, the proposed dock complies with Article 11.05.01.M.1; 11.05.01.S City of Destin LDC, and the Coastal Management Element of the City's Comprehensive Plan (Coastal Management Element Policy 6-1.1.3).

The City's Harbor & Waterways Board reviewed and recommended approval of the project on August 26, 2019.

IV. RECOMMENDED MOTION: I move that the City Council approve the single-family residential marine construction project, one (1) 8' x 41' dock, proposed at 821 Cross Street subject to the applicant meeting all City permit requirements.

Attachments:

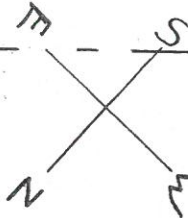
1. Harbor Board Application
2. Site Renderings
3. FDEP Self Cert



Harbor Board meets the 4th Monday, all applications must be submitted at least 2 weeks prior.

APPLICANT'S SIGNATURE: Stam Shipp DATE: 1-30-19

RIPARIAN LINES



VEGETATION

32'-0"

41'-0"

24'-0"

EXISTING
BOATHOUSE

EXISTING 4'x4' WALKWAY (REMOVED)

8'x41' PROPOSED DECK

100' PROPERTY LINE

100'-0"

EXISTING WALL

MHW

MHW

47'-0"

MAR 20 2019

MARLERS BAYOU

STAN SHIPP
OVERHEAD
VIEW

Stanley Shipp
821 Cross St.
Destin, FL 32541

SCALE 3/16" = 1'-0"

PROPOSED
BOAT RAMP
12'x10'

18'-0"

5'-0"

10'-0"

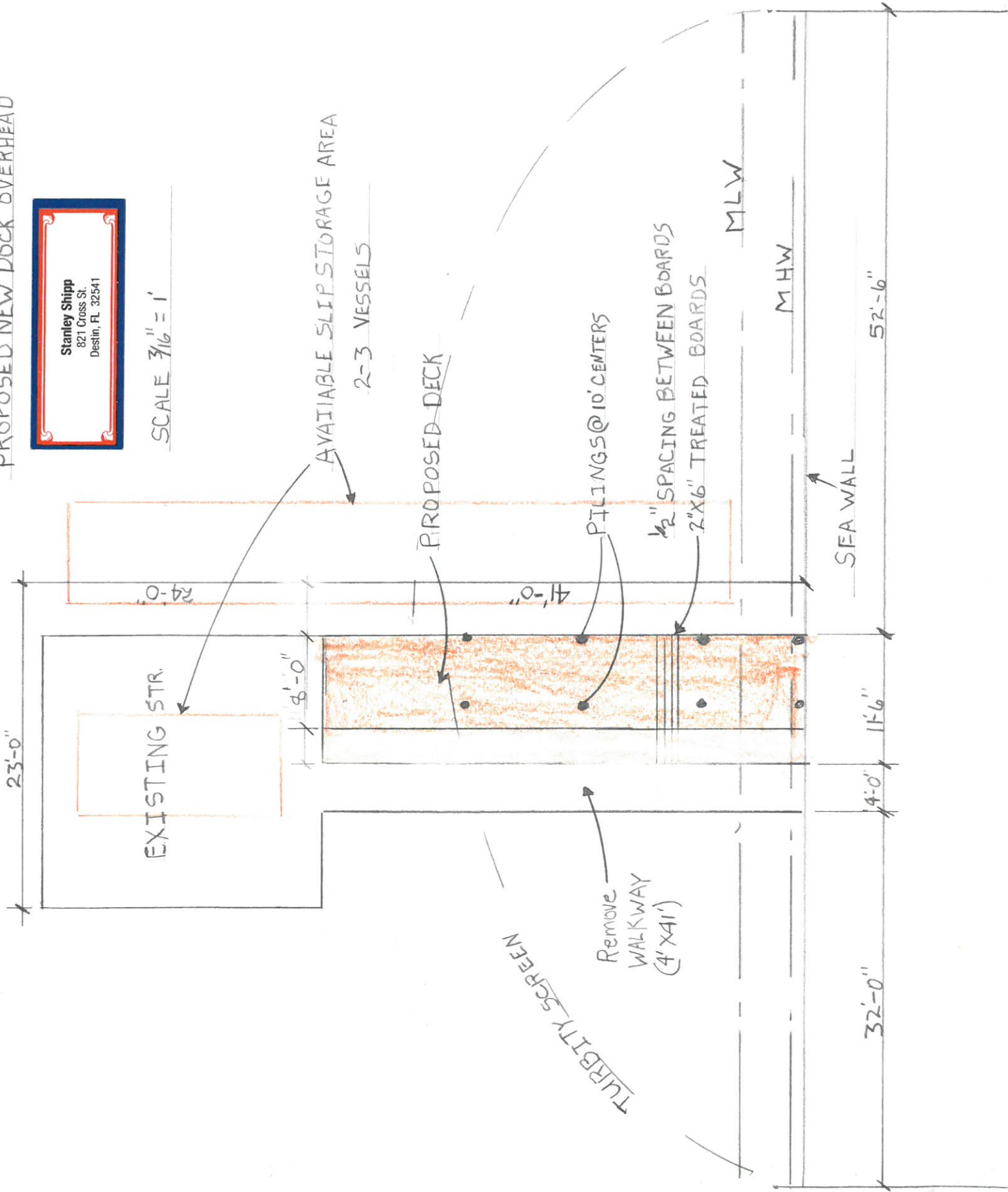
10'-0"

RP

PROPOSED NEW DOCK OVERHEAD

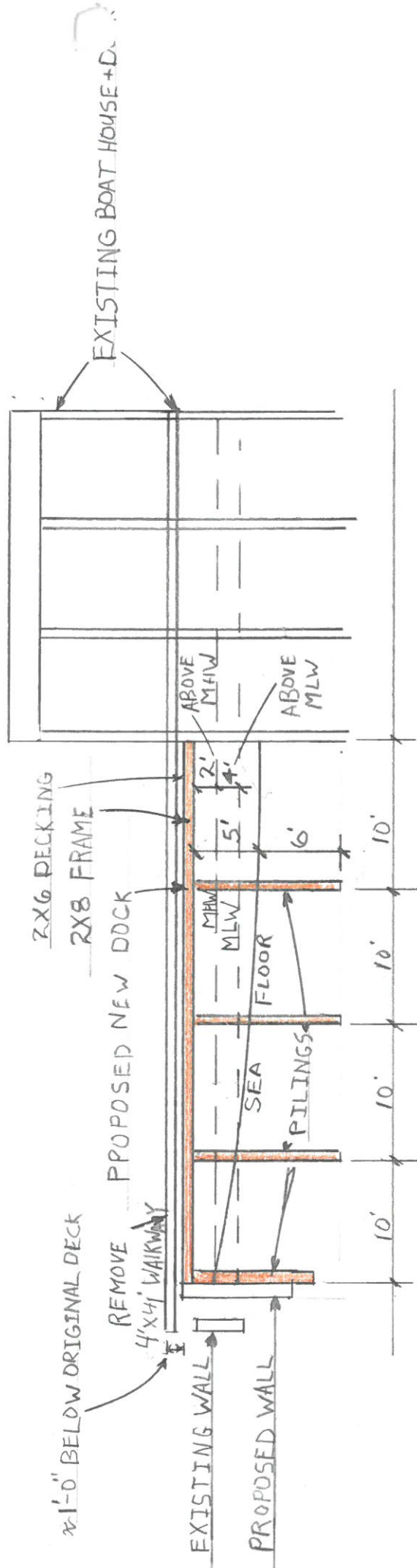


SCALE 3/16" = 1'



CROSS SECTION DOCK

Stanley Shipp
821 Cross St.
Destin, FL 32541





Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

Receipt for Submission

SELF CERTIFICATION FOR A PROJECT AT A PRIVATE, SINGLE-FAMILY RESIDENCE

01/08/2018

Self Certification File No.: **0360199001EE**
File Name: **821 Cross St Destin, FL 32541**
- Self-Certification Modify (General)

Dear **Stan Shipp**: On, **01/08/2018**, you used the Florida Department of Environmental Protection's electronic Self Certification Process to certify compliance with the terms and conditions of the Federal State Programmatic General Permit (SPGP) Self Certification Process for a project at private, single-family residence located at:

LAT - Degrees: 30 Minutes: 24 Seconds: 24.1382
LONG - Degrees: -86 Minutes: 30 Seconds: 1.5384
SITE ADDRESS: 821 Cross St Destin, FL 32541
COUNTY: Okaloosa

For:

Travis Shipp
821 Cross St Destin, FL 32541

You have certified that the project you propose to construct at the above location meets all the conditions of the Self-Certification Process. A project that is built in conformance to those conditions (attached for reference) will:

1. Qualify for a regulatory exemption under Section 403.813(1)(b) of the Florida Statutes (F.S.) and Chapter 62-330, Florida Administrative Code (F.A.C.). As such, it is exempt from the need to obtain a DEP Environmental Resource Permit.;
2. Qualify for Consent by Rule or Letter of Consent (as applicable) under Chapter 253, F.S. and Chapter 18-18, F.A.C. (and Chapter 258, F.S. and Chapter 18-20, F.A.C., if applicable), when the project is located on submerged lands owned by the State of Florida.;

Your Self-Certification is based solely on the information you provided under this process, and applies only to statutes and rules in effect when your certification was completed. The certification is effective only for the specific project proposed, and only if the project is constructed, operated, and maintained in conformance with all the terms, conditions, and limitations stated in the Self-Certification Process. In addition, any substantial modifications in plans should be submitted to the Department for review, as changes may result in a permit being required.

You have acknowledged that this Self Certification will automatically expire if:

1. Construction of the project is not completed within one year from the self-certification date;
2. site conditions materially change;
3. the terms, conditions, and limitations of the Self Certification are not followed; or
4. the governing statutes or rules are amended before construction of the project.

Completion of the Self Certification constitutes your authorization for Department or Corps personnel to enter property for purposes of inspecting for compliance.

Receipt of this Self-Certification constitutes authorization to use sovereignty/state-owned submerged lands, as by rule 18-21.005, F.A.C.

The authorization must be visibly posted during all construction activities.

In waters that are accessible to manatees, obtain information on your mandatory Manatee Protection sign by clicking here.

FEDERAL STATE PROGRAMMATIC GENERAL PERMIT (SPGP)

You have certified that the project you propose to construct at the above location meets all the conditions of the Self-Certification Process and will be built in conformance to those conditions (attached for reference). Your project activity as certified is in compliance with the SPGP program. U.S. Army Corps of Engineers (Corps) Specific conditions apply to your project, attached. No further permitting for this activity is required by the Corps. In the event of the transfer of ownership of the property by sale or by any other means, when the structures or work authorized by this SPGP Self-Certification are still in existence at the time the property is transferred, the terms and conditions of the SPGP Self-Certification will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, expires. To validate the transfer of this SPGP Self-Certification and the associated responsibilities associated with compliance with its terms and conditions, the attached transfer of SPGP Self-Certification request must be completed and submitted to the Department at the time of transfer of ownership. The address is given below on the attached transfer form. This SPGP Self-Certification is based solely on the information you provided under this process, and applies only to the statutes and rules in effect when your certification was completed. You have recognized that the certification is effective only for the specific project proposed, and provided the project is constructed, operated, and maintained in conformance with all the terms, conditions, and limitations stated in the SPGP Self-Certification. This Self-Certification will not apply if any substantial modifications are made to the project. You agree to consult the Department for review of any plans to construct additional structures or to modify the project, as changes may require a permit being required. You have acknowledged that this Self-Certification will automatically expire if: 1. construction of the project is not completed by midnight, July 25, 2021, unless construction commenced or a contract to construct

was executed before July 25, 2021, in which case the time limit for completing the work authorized by the SPC at midnight, July 25, 2022. However, in no case can construction continue for more than one year beyond the Self-Certification date; 2. site conditions materially change; 3. the terms, conditions, and limitations of the Self-Certification are not followed; or 4. the governing statutes or rules are amended before construction of the Completion of the Self-Certification constitutes your authorization for Department or Corps personnel to enter property for purposes of inspecting for compliance. If you have any questions, please contact your local Department District Office. Contact information can be found at:

<https://floridadep.gov/water/submerged-lands-environmental-resources-coordination/documents/district-office>. For further information, contact the Corps directly at: <http://www.saj.usace.army.mil/Missions/Regulatory.asp>; referring to your project, please use the SPGP Self-Certification file number listed above. Authority for review agreement with the U.S. Army Corps of Engineers entitled Coordination Agreement between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection State Programmatic Permit, Section 10 of the Rivers and Harbor Act of 1899 and Section 404 of the Clean Water Act.

ADDITIONAL INFORMATION

This Self-Certification Process does not relieve you from the responsibility of obtaining other permits or authorizations from other agencies (federal, state, Water Management District, or local) that may be required for the project. If you do not obtain all applicable authorizations prior to construction of the project may result in enforcement.

If you have any problems with the attached documents, please call the ERP Coordinator at (850) 245-8495 or e-mailing us at ERP_eApps@dep.state.fl.us.

Sincerely, Florida Department of Environmental Protection

Attachments:

FDEP Terms and Conditions

SPGP Terms and Conditions

SPGP Transfer Letter

Aquatic Vegetation Guidelines

Sea Turtle And Sawfish Conditions

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 16, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lisa Firth, Parks & Rec Director
Bragg Farmer, Finance Director
Lance Johnson, City Manager

FROM: Sheri Bethea, Recreation AA

DATE: September 9, 2019
September 10, 2019
September 12, 2019

SUBJECT: Resolution 19-17: Renewal of Exclusive Concessions Agreement Between the City of Destin and Greek's Catering and Events, Inc.

I. BACKGROUND:

The City of Destin does not currently have the resources or licensing required to operate concessions. For the past 15 years, the Parks & Recreation Department has outsourced concessions services to individuals/companies who hold all required food service licenses, insurance, equipment, and manpower.

An exclusive concession agreement was made and entered the 5th day of February 2018, between the City of Destin and Greek's Catering and Events, Inc. with the option to annually renew the agreement for an additional five (5) years after the termination of the original term (Original Concession Agreement Attached).

Greek's Catering and Events, Inc. has requested to renew the current concessions agreement for one (1) year with no changes for FY20.

II. DISCUSSION:

If approved, this agreement would be in effect January 1, 2020 through December 31, 2020. The signing of this agreement by the City in no way guarantees the City will, nor obligates the City to, expend funds, it merely authorizes the vendor to provide services to the public as defined under the scope of work in the RFP 18-08-REC and the provisions outlined in the concessions agreement. Under the current agreement the Concessionaire agrees to pay the City \$750 annually plus 15% of their gross sales.

A. Link to Strategic Goals / Objectives: Service Excellence/Sports Tourism Initiative: In Order to meet the needs of our league participants, as well as,

attract and retain high caliber tournaments to Destin we need to provide them with high quality facilities and services that include concessions. Having a professional concessions contractor is critical to meeting and maintaining our sports tourism and City league goals.

B. Effect on Budget (EOB): Revenue Source: \$750 annually plus 15% of gross sales monthly.

Total Revenue for 2019, as of September 2019: \$15,034.90

C. Level of Service (LOS): Contracting concessions provides a service to the participants and spectators of our sports tournaments and leagues that the city would not otherwise be able to provide.

III. CONCLUSION: Staff is recommending that Council approve the Concessions Agreement with Greek's Catering and Events, Inc. to provide concession services.

IV. RECOMMENDED MOTION:

I move to approve Resolution 19-17 and authorize the City Manager to execute the agreement on behalf of the City.

Attachments:

1. Signed Contract Greeks Catering
FY18
2. Resolution 19-17 FY20 Concessions
Agreement Renewal
3. Greeks Letter City of Destin 2020
Renewal
4. Concessions Agreement Renewal
FY20

CITY OF DESTIN, FLORIDA
EXCLUSIVE CONCESSION AGREEMENT

This Agreement is made and entered into this 5th of February, 2018, between the **City of Destin**, a Florida municipal corporation (hereafter referred to as “City”) and **Greek’s Catering and Events, Inc.** (hereafter referred to as “Concessionaire”).

WHEREAS, the City owns and operates the Morgan Sports Center, hereafter referred to as the “Facility”, located at 4200 Indian Bayou Trail, Destin, Florida 32541;

WHEREAS, a concession stand structure exists on the property of Facility possessing some equipment necessary to provide concession services to the patrons and visitors of the City;

WHEREAS, the Destin City Council through public input has decided that concession services are needed and serve a municipal purpose;

WHEREAS, Concessionaire represents that it is fully qualified, possesses the requisite skill, knowledge, qualifications and experience to provide the service identified herein, does offer to perform such services;

WHEREAS, the City desires to enter into an agreement with Concessionaire for concession services at the facility;

WHEREAS, Concessionaire shall pay to City a monthly concession percentage to obtain those services at the facility.

WHEREAS, Concessionaire shall pay to City an annual rental to obtain those services at the facility.

NOW, THEREFORE, in consideration of the acts and promises contained herein, the City and Concessionaire hereby agree to the following terms and conditions:

- (1) Grant and Description of Premises. City grants to Concessionaire and Concessionaire accepts from City the privilege of maintaining concession services at the Morgan Sports Center. In addition, the Concessionaire, at the sole discretion of the Parks & Recreation Director, shall, on a case by case basis provide concessions for Destin Youth Football Program home games (Destin Sports Complex), and Special Events.
- (2) Condition of Premises. Taking possession of the concession stand by Concessionaire shall constitute acknowledgement that the concession stand is in good condition. Concessionaire shall accept the concession stand in its presently existing condition, and City shall not be required to make any alterations to the concession stand.

Concessionaire’s Initials: SP

(3) Concession Fee. Concessionaire shall pay to City during the term of this agreement **15%** of gross revenue per month and **\$750** annually for the exclusive privilege of maintaining concession services at the Facility. The payments shall be paid to City the fifteenth day of each month for the operations of the preceding calendar month, and payments shall be to the order of the City of Destin and mailed or delivered to 4200 Indian Bayou Trail, Destin, FL 32541. A fee of \$10.00 per day will be assessed for each business day the payment is late.

(4) Accounting and Records. Concessionaire shall keep an accurate set of books and records reflecting the gross revenues derived under and pursuant to concession rights herein granted. For the propose hereof, "gross revenue" shall mean and include any and all fees, without reduction, received by Concessionaire under and pursuant to the concession agreement. Certified copies of the above books and record shall be furnished to the City, not less than quarterly in January, April, July, and October. Such documentation shall include copies of the monthly sales tax return filed with the Florida Department of Revenue. The concessionaire will track sales using a cash register or similar device approved by the City.

City shall have the right to conduct e a semi-annual audit of the books and records of Concessionaire in order to determine whether or not the concession fees paid pursuant to Section 3 are the same as those required thereby. The omission of the City to exercise its right to semi-annual audit at anytime shall not constitute a waiver of such right, and notwithstanding such omission, the City shall have such continuing right, provided that except in the event to fraud, deceit or other extraordinary occurrence, each audit shall be made at intervals no less that six (6) months. In the event City elects to exercise its right of audit, City shall provide to Concessionaire written notice of such election at least forty-eight (48) hours in advance of the time of any audit. City shall have the right to elect the auditors to make the audit and audit shall be made at Concessionaire's expense unless the City has requested a second audit within a one year period. In the event a second audit in a year's time is requested by the City, City shall pay the fees for said audit. Concessionaire shall make available to the auditor such personnel and records as the City shall in its reasonable discretion request in order to complete such audit; and shall make no charge to the City therefore.

(5) Use of Premises. The concession stand shall be used to conduct the sale of soft goods, and concession type services, limited to food and drinks, including, but not limited to the sale of hot dogs, hamburgers, soft drinks and snacks in accordance with any required licenses and permits. Concessionaire shall file a current menu including product and price identification, with the City and provide a copy to the City each time the menu is adjusted by concessionaire. The Concessionaire shall have the flexibility to change the menu to meet the needs of patrons and visitors to the City. Tobacco products, liquor and /or alcoholic beverages are absolutely prohibited, and shall not be sold by Concessionaire at the Facility. Concessionaire shall have the flexibility to sell soft goods, such as softballs, sunscreen, and can holders, subject to City approval and any contractual

Concessionaire's Initials: SP

limitations. Any soft goods sold by Concessionaire must be related to the sporting events conducted at the time the soft goods are sold, and must first be approved of by the City before being sold by the Concessionaire, or Concessionaire's agents/employees.

(6) Equipment Required of Concessionaire. Concessionaire shall at their expense, provide all equipment necessary of a food handling services, subject to all life safety and health codes. Concessionaire shall secure a portable unit for concession services during as required. Concessionaire shall be responsible for any fees associated with portable units and mobile service. To ensure the safety of patrons and visitors at the Facility when utilizing an outdoor grill, Concessionaire shall provide a barrier between the grill and patrons and visitors that will not cosmetically detract from the appearance of the Facility.

(7) Quality of Service. All items sold by Concessionaire shall be of first class quality, and the service provided by Concessionaire shall be rendered courteously and efficiently. City reserves the right to prohibit the sale of any item that it deems objectionable, and City shall have the right to order the improvement of the quality of either the merchandise or the services rendered. Merchandise includes concessions and soft goods. Concessionaire understands that by executing this agreement that it is contractually waiving its First Amendment right as to any rights conferred under this agreement.

(8) Hours of Operation. Concessionaire shall operate the concession stand, including portable units and mobile service as required, for any scheduled games and/or events resulting in the use of two (2) or more fields at the same time. Concessionaire shall be open and ready for operation not less than fifteen (15) minutes prior to scheduled event or game. Concessionaire must operate and provide concession services until the last fifteen (15) minutes of any scheduled event or game. Additionally, Concessionaire must provide concession services for any and all scheduled tournaments and group activity deemed necessary by the Parks and Recreation Director. Concessionaire shall not be considered the exclusive vendor during "Special Event Rentals".

(9) City Agreements. The City reserves the right to enter into Corporate Sponsorship agreements or other beneficial agreements at any time and at its sole discretion. Concessionaire agrees to conform to the specifications of such agreements, including but not limited to exclusive purchase and sale of approved brand name products, regardless of when the agreement is executed by the City.

(10) Employee of Concessionaire.

10.1 Contractual personnel are viewed by the public as an extension of the City staff and are required to conduct themselves accordingly. Concessionaire shall at all times employ only those persons of good moral character.

10.2 All employees of Concessionaire shall be neatly dressed at all times and easily identifiable as employees. Employees shall conduct themselves courteously in their relations to the public.

Concessionaire's Initials:

SP

10.3 Employees shall observe strict impartiality as to rates and services in servicing the public. Concessionaire shall, subject to the approval of City, grant reduced rates to Concessionaire's employees under such circumstances as are customary in businesses of the character conducted under this agreement.

10.4 Nondiscrimination. Concessionaire shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, or national origin. Concessionaire and Concessionaire's employees shall not discriminate against any person against any person because of race color, creed, sex or national origin by refusing to furnish such person any service or privilege offered to or enjoyed by the general public. Neither Concessionaire nor Concessionaire's employees shall publicize the services provided under this agreement in any manner that would directly or inferentially reflect on the acceptability of the patronage of any person because of race, religion, color, ancestry, sex, age, or national origin.

(11) Term. The term of this agreement shall commence on the effective date, and end on December 31, 2018 both dates being inclusive.

(12) Option to Renew. Concessionaire shall have the option to annually renew this agreement for an additional five (5) year after the termination of the original term, provided that at a time no later than thirty (30) days prior to the expiration of the term of this agreement Concessionaire serves a written notice on City of Concessionaire's desire to extend the term of the agreement. The concession fee, upon execution of the option shall be subject to revision at City's option, but all other terms of this agreement shall remain the same unless both parties mutually agree to change any of them. The option to renew is, and shall remain, subject to the provisions of Section Twenty-nine (29) of this agreement, concerning termination by City.

(13) Holdover. If Concessionaire holds over after the expiration of the term of this agreement with the express or implied consent of City, the holding over shall be deemed to be month-to-month tenancy at the concession fee stated in this agreement and otherwise subject to the terms of this agreement. Any Holdover tenancy is terminable at will by the City.

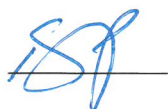
(14) Repair and Maintenance of Stand. Concessionaire shall maintain the concession stand in good order and repair at concessionaire's own expense during the entire term of this agreement as it was accepted at the time of possession pursuant to Section Two (2). If concessionaire neglects or refuses to do so, City shall have the right to perform maintenance or repairs for the account of concessionaire, and the City shall first give concessionaire fifteen (15) days' written notice of its intention to perform maintenance or repairs to enable concessionaire to perform maintenance or repairs at concessionaire's own expense.

Concessionaire's Initials: _____

SP

- (15) Structural Maintenance. Structural maintenance to the concession stand, including plumbing, HVAC, electrical, painting and decoration, whether interior or exterior, shall be done by the City.
- (16) Approval for Alterations Required. No alterations or additions of any character shall be made on or to the concession stand by Concessionaire without obtaining the prior written consent of City. If alterations or additions are made, they shall be made they shall agree to hold City harmless for such alterations or additions.
- (17) Improvements as Property of City. All alterations and additions to the concession stand shall remain on the concession stand and become the property of City on the termination of this agreement.
- (18) Maintenance of Equipment. Concessionaire shall maintain all equipment in good working condition at all times, at Concessionaire's own expense, for the operation of the concession stand. Concessionaire shall be responsible for replacing, with the exception of reasonable wear and tear, any equipment or built-in furnishings of City that becomes missing, damaged beyond repair, or too unsanitary for use; Concessionaire shall replace all equipment or built-in furnishings that Concessionaire is required to provide under Section Fourteen(14) of this agreement, if it becomes unfit for use.
- (19) Premises to be Kept Clean. Concessionaire shall keep the concession premises in a clean and sanitary condition at all times. Concessionaire shall store all trash in the dumpster provided for that purpose, and shall provide for the removal and proper disposal of all trash from the concession premises at the close of each day the concession premises are open for business. Additionally, it is the responsibility of Concessionaire to remove all trash and debris found on the Facility premises that is directly associated with sales from the Concessionaire.
- (20) Right of Access. City shall have access to the concession stand, and to each part of the concession stand, during the hours of operation of Concessionaire for the purpose of inspecting and making repairs on the concession stand and as deemed necessary by the Parks & Recreation Director or the City Manager. Concessionaire shall have the right within reason to traverse Facility, solely from the Facility's eastern access to get to and from the concession stand to keep the concession stand open during hours of operation. Deliveries shall be made from the Facility's Eastern access in order to use reinforced driveways and access points. Vehicles must be removed within 15 minutes and extreme care exercised while traversing pedestrian pathways. At no time is it acceptable to block the fire-lane surrounding the building.
- (21) Partial Destruction of Concession Stand. If at any time during the term of this agreement the concession stand is damaged by fire, act of nature, or other cause beyond the control of Concessionaire, to the extent that continued use of the concession stand is unfeasible, Concessionaire shall, on written notice to City delivered within thirty (30) days after the damage has occurred, suspend or terminate this agreement without any

Concessionaire's Initials:



liability of Concessionaire to City except for the payment of concession fees accrued to the date of termination. If Concessionaire does not elect to terminate this agreement, City shall, with due diligence, restore the concession stand to operative condition, but City shall not be obligated under this provision to expend on such restoration more than the proceeds of any insurance received by it on account of damage. City shall not be responsible for any profits lost by Concessionaire due to the partial destruction of the concession stand.

(22) Signs: Advertising: Name. Concessionaire shall not erect any sign on the concession stand without obtaining the advance written approval of City. Concessionaire shall enter into advertising relative to the concession stand that is consonant with the dignified approach necessitated by the reputation of the facility.

(23) Licenses and Permits. Concessionaire shall obtain and pay for all permits or licenses that shall be required for the operation of the concession stand.

(24) Compliance with Federal, State and Local Laws. Concessionaire shall comply with applicable federal, state and local laws governing the operation of the concession stand. Violation of federal and/or state laws or the ordinances of the City of Destin or the County of Okaloosa shall be considered as cause for termination of this agreement.

(25) Taxes. Concessionaire shall pay all taxes on personal property belonging to Concessionaire, and Concessionaire shall pay all sales and other taxes levied against the operation of the business. The City at their discretion shall request copies of any quarterly sales tax reports.

(26) Liability and Fire Insurance.

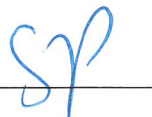
26.1 Throughout the term of this agreement, Concessionaire shall maintain comprehensive general liability insurance coverage, naming the City as an additional insured party, with minimum liability limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

26.2 Certified copies of the above-described insurance policies and all certificates of such policies shall be furnished to City effective as of the date of this agreement.

26.3 The above insurance policies shall contain clauses substantially in the following words:

(a) "Notwithstanding any other provision in this policy, the insurance afforded under this policy to City shall be primary as to any other insurance or reinsurance covering City, and such other insurance or reinsurance shall not be required to contribute

Concessionaire's Initials:



to any liability until the appropriate limit of liability afforded under this policy has been exhausted.”

(b) “This policy shall not be canceled or materially changed until 30 days after receipt by City of a written notice of cancellation or change in coverage, as evidenced by receipt of a certified letter.”

(27) Indemnification. Concessionaire covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any and all claims, losses, damages, costs, charges or expenses arising out of any act, action, neglect, or omission by Concessionaire during the performance of the agreement, whether direct or indirect, and whether to any person or property to which the City or said parties shall be subject.

(28) Deposit to Secure Performance. Prior to the commencement of operations under the terms of this agreement, Concessionaire shall at Concessionaire’s own expense obtain and deliver to City a deposit fee of \$500.00 to guarantee payment of the concession fee called for in this agreement as well as the faithful performance of all the other terms of this agreement by Concessionaire. City shall retain the deposit in the event of a breach of any of the terms of this agreement by Concessionaire.

(29) Termination by City. If in the sole discretion of the City the Concessionaire’s performance under this contract is unsatisfactory, or if Concessionaire breaches this Agreement. City shall give Concessionaire a written notice specifying the particulars of the unsatisfactory performance or default. The Concessionaire shall have seven (7) days to cure the default, otherwise the City may terminate this agreement. Any delay, or failure, by the City to deliver written notice, or terminate this agreement within the specified timelines shall not constitute any waiver or estoppel, nor shall it be deemed a defense that the Concessionaire may rely upon in any civil action.

(30) Termination by Concessionaire. Concessionaire may terminate this agreement at any time after August 31, 2018, by giving thirty (30) days notice to City of Concessionaire’s intention to terminate. If Concessionaire terminates this agreement prior to August 31, 2018, Concessionaire shall forfeit the deposit that secures Concessionaire’s performance as described in Section Twenty-Eight (28).

(31) Concession Stand on Termination. On the termination of this agreement for any reason, City shall have full authority to re-enter and take full possession of the concession stand without the necessity of obtaining legal process. Concessionaire stipulates that City shall not be liable to prosecution or for damages for resuming possession of concession stand.

(32) Sole Purpose. The concession stand shall be used only by Concessionaire for the sole purpose of providing concession services to patrons and visitors of the Facility.

Concessionaire’s Initials: _____



(33) Assignment Prohibited. This agreement, and any rights conferred within, are not assignable, under any circumstances. Concessionaire shall not assign any right, privilege, or license conferred by this agreement; nor shall Concessionaire sublet or encumber any part of the concession stand. If Concessionaire files for Bankruptcy, then this agreement will be deemed to have been terminated and void 91 days prior to the filing of the Bankruptcy Petition, however any funds paid to City during those 91 days pursuant to the agreement shall be deemed funds paid to prevent the unjust enrichment of the Concessionaire.

(34) Waiver of Breach. The waiver by City of any term contained in this agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term. The subsequent acceptance of a concession fee payment by City shall not be deemed to be a waiver of any prior occurring breach by Concessionaire of any term contained in this agreement regardless of the knowledge of City of the prior existing breach at the time of the acceptance of the concession fee payment.

(35) Time of Essence. Time is of the essence of this agreement.

(36) Each Provision Material Condition. Each term of this agreement is material. A breach by Concessionaire of any one of the terms of this agreement shall be considered to be a material breach of the entire agreement and shall be grounds for the termination of the entire agreement by City.

(37) Governing Law. All applicable local and state laws, rules, and regulations shall govern both the City and Concessionaire. The parties intend that this agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this agreement shall lie in Okaloosa County.

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

(39) Sovereign Immunity. Nothing in this agreement shall be deemed a waiver by the City of its sovereign immunity, nor shall any provision of this agreement be interpreted to affect the City's sovereign immunity.

(40) 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 provision of this agreement.

Concessionaire's Initials: _____



(41) Attorney's Fees. In any dispute, civil, administrative, or appellate, relating in anyway whatsoever to this agreement, each party to this agreement, and their agents, shall be responsible for their respective attorney's fees and costs.

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

As to the City:

City of Destin
Lance Johnson
Parks & Recreation Director
4200 Indian Bayou Trail
Destin, FL 32541

As to the Concessionaire:

Greek's Catering and Events, Inc.
Stelios Peterson
CEO
2325 Summit Blvd.
Pensacola, FL 32503

(43) Entire Agreement. This agreement represents the entire and integrated agreement between the City and Concessionaire and supersedes all prior negotiations, representations or agreements, either written or oral. Provisions of this agreement shall be amended only by written instrument approved and signed by City and Concessionaire.

(44) Binding Successors. This agreement shall bind the successors, assigns, and legal representative of Concessionaire and of any legal entity that succeeds to the obligations of the City.

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

(46) JURY TRIAL WAIVER. BOTH CITY AND CONCESSIONAIRE HEREBY WAIVE THEIR RIGHT TO A JURY FOR ANY CIVIL ACTION RELATED IN ANYWAY TO THIS AGREEMENT AND FOR ANY TORT ACTION, FRAUD ACTION, STATUTORY ACTION, COMMON LAW ACTION, OR EQUITABLE ACTION THAT COULD POSSIBLY BE BROUGHT IN RELATION TO THIS AGREEMENT, OR TO THE PERFORMANCE OF THIS AGREEMENT.

Concessionaire's Initials: _____



Concessionaire's Initials: _____

ATTACHMENT #2

**SAMPLE SCHEDULE OF ACTIVITIES/EVENTS
FOR THE MORGAN SPORTS CENTER**

Seasonal City Programs

- Adult Evening Softball (Spring/ Fall)
- Adult Coed Evening Softball (Spring, Summer, and Fall)
- Adult Flag Football/Evening (Spring/Winter)
- Adult Church Evening Softball (Fall)
- Youth Recreation Soccer Games Friday Nights and Saturday Days (Spring/Fall)
- Youth Football Games- (Fall Only at Destin Elementary only 4-5 Saturdays)

Scheduled Tournaments

The City hosts and/or organizes and hosts several tournaments throughout the year including softball, youth baseball, soccer, lacrosse and flag football. Tournaments are held on both weekends and weekdays and can have a duration of one (1) day to one (1) week. On average the City hosts between 25-30 tournaments each calendar year. Total participants at each tournament, not including spectators, ranges from 100 to over 1,000 player & coaches. Total attendance at these events including spectators ranges from 200 to 2,000 with at least three of the larger tournaments far exceeding that.

Concessionaire's Initials: _____



ATTACHMENT #4

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

SIGNATURE: _____

DATE: _____

COMPANY: _____

STREET ADDRESS: _____

CITY, STATE: _____

Concessionaire's Initials: _____

ATTACHMENT #3

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for:
2. This sworn statement is submitted by Gracie's Catering and Events whose business address is: 2325 Summit Blvd. Pensacola, FL 32503

and (if applicable) Federal Employer Identification Number (FEIN) is 47-3479722 If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Stelios Pelm 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)

☒ 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).

Concessionaire's Initials: SP

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



Authorized Signature

2/7/18

Date

STATE OF FLORIDA, COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 20____, and is personally known to me, or has provided _____ as identification. Notary Public My Commission expires:

Concessionaire's Initials: SP



PROPOSAL FORM
(Type or Print)

COMPANY NAME	Greeks Catering and Events, Inc.
COMPANY ADDRESS	2325 Summit Blvd. Pensacola, FL 32503
OWNER/CEO	Stelios Peterson
TELEPHONE	(850) 529 - 4609
FAX	() -
EMAIL	greeksevents @ gmail.com
NUMBER OF YEARS IN BUSINESS	4 Years
FEIN	47-3479722
PROPOSED FEE: PERCENTAGE OF GROSS MONTHLY REVENUES	15 %
PROPOSED ANNUAL FEE: (Paid to the City upon execution of the initial agreement and upon each subsequent agreement renewal execution.)	\$ 750.00 \$750 Minimum
APPROXIMATE STARTING DATE IS March 1, 2018.	If your company is awarded the contract, can you be ready for business by March 1, 2018? Yes

In accordance with your Request for Proposals, instructions and specifications, attached hereto, and subject to all conditions thereof, I (we), the undersigned, hereby propose and agree if this Proposal is accepted, to contract with the City of Destin, Florida to furnish any items or service requested herein and deliver same without additional cost to the City of Destin at the specified location(s) for the Proposal listed below:

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

Authorized Representative's Signature: _____

Printed Name and Title of

Authorized Representative: Stelios Peterson, President Date 1/9/18

Print or Type

"End of Proposal Form"

Proposer's Initials: _____

Qualifications and Experience

Education

Master of Business Administration, May 2015

University of West Florida, Pensacola, FL

Bachelor of Science in Sports Management, May 2012

University of West Florida, Pensacola, FL

Work Experience

Stelios Peterson, owner and operator of Greeks Catering and Events Inc., has over ten years' experience in the food and beverage industry and more specifically, within the concession services sector. Experience includes concession services to large scale events, such as festivals with 250,000 plus attendees, to multiple local ballparks and also catering services of weddings, banquets, and corporate events.

References

List of current contracts specifically in the ballpark arena:

Preston Hood Athletic Complex, FWB, FL

City of Fort Walton Beach

Contact: Jeff Peters

850-833-9576

Rodger Scott Complex, Pensacola, FL

City of Pensacola

Contact: Cheryl Fox

850-426-2562

Exchange Park, Pensacola, FL

City of Pensacola

Contact: Cheryl Fox

850-426-2562

PARA Park, Pace, FL

Contact: Andy Leach

850-418-0813

Bill Bond League, Pensacola, FL

Contact: Dave Spangrud

850-393-7832

NEP Football League, Pensacola, FL

Contact: Kelli Daniels

850-291-0517

Gulf Breeze High School, Gulf Breeze, FL

Contact: Mat Alt

850-554-5974

Washington High School, Pensacola, FL

Contact: Bruce Childers

850-221-8080

ATTACHMENT #3

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for: RFP 18-08-REC Concession Agreement
2. This sworn statement is submitted by Greeks Catering and Events, Inc. whose business address is: 2325 Summit Blvd. Pensacola, FL 32503

and (if applicable) Federal Employer Identification Number (FEIN) is 47-3479722 If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Stelios Petros 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)(c), 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)

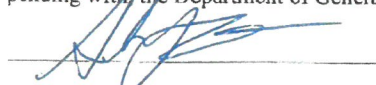
☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July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

Proposer's Initials: SP

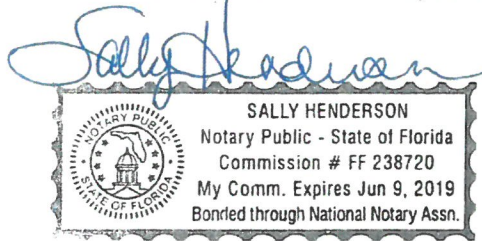
The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with the Department of General Services.)


Authorized Signature

1/9/18
Date

STATE OF FLORIDA, COUNTY OF

Escambia
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 9th day of January, 2018, and is personally known to me, or has provided _____ as identification. Notary Public My Commission expires:



Proposer's Initials: 

ATTACHMENT #4

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

SIGNATURE:



DATE:

1/9/18

COMPANY:

Greeks Bakery and Funks, Inc.

STREET ADDRESS:

2325 Summit Blvd.

CITY, STATE:

Pensacola, FL 32503

Proposer's Initials:



Greek's Events Price List

BEVERAGES

Sodas: SM (20 oz.)	\$2.50	
LG (32 oz.)	\$3.00	
Gatorade:	\$2.00	
Water:	\$2.00	
Coffee:	\$2.50	
Hot Chocolate:	\$2.50	
Fresh Squeezed Lemonade & Tea:		
Souvenir Cup:	\$4.00	w/\$2.00 refills

FOOD

Burger:	\$4.00	
Hot Dog:	\$2.50	Chili Cheese Dog: \$3.50
Foot Long Corn Dog:	\$4.00	
Philly Cheesesteak:	\$7.00	
Lamb/Chicken Gyro:	\$7.00	
Buffalo Chicken Sandwich:	\$6.00	
Tenders w/Fries:	\$6.00	Buffalo Style: \$6.50
Polish Sausage:	\$6.00	
Greek Salad/pita slices	\$6.00	
Chicken Kabob:	\$5.00	w/ Greek Salad: \$8.00

SNACKS

Nachos:	\$3.50
Loaded Nachos:	\$4.50
(chili, cheese, jalapenos, sour cream)	
French Fries:	\$3.00
Cheese Fries:	\$3.50
Loaded Fries:	\$4.00
(chili, cheese, ranch, bacon bits)	
Candy Bar:	\$2.00
Bubblegum:	3/\$0.25

Credit Card Machine Available

Ability to Provide Adequate Staff

All concessions are staffed appropriately for all events within the Pensacola and Ft. Walton Beach area. To effectively operate the City of Destin concessions to the quality and service standards set forth by Greeks Catering and Events Inc., an experienced manager of the team will spend adequate time to appropriately train all new employees hired within the Destin area. During high-volume events such as tournaments, additional experienced employees and managers will be present as needed.

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Concessionaire has affixed their name and seal, as of the day and year first written above.

CITY OF DESTIN

By: Carisse LeJeune
Carisse LeJeune, City Manager

ATTEST:

Rey Bailey
City Clerk

SEAL

APPROVED AS TO LEGAL FORM

Jeff Burns
City Attorney

CONCESSIONAIRE:

By: [Signature]
(Signature)

Stebos Peterson
(Printed Name)

Pres. Luk
(Title)

SEAL

[Signature]
Witness Signature

LA JOHNSON
(Printed Name)

PAKES/REC. DIR
(Title)

[Signature]
Witness Signature

Sheri Bethea
(Printed Name)

Administrative Assistant
(Title)

Concessionaire's Initials: _____

SEE ITEM
TD

**ACTION AGENDA
REGULAR MEETING
DESTIN CITY COUNCIL
FEBRUARY 5, 2018
ANNEX COUNCIL CHAMBERS**

*****Core Value of the Month – Integrity*****

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)*

Motion to approve the agenda, as amended, passed 7-0.

1. APPROVAL OF MINUTES

A) Approval of minutes of November 6, 2017 regular city council meeting

Motion to approve minutes of November 6, 2017 regular city council meeting passed 7-0.

2. PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS (NO PUBLIC COMMENTS)

A) Preserve trees and public access to Harbor Lane right-of-way while securing private property – Mr. Tim Krueger / 604 Harbor Lane

Mr. Krueger, Mr. Odom, City Attorney and City Manager and staff to discuss partial vacation of the right-of-way, and come back with recommendations to the City Council.

**3. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS
(ALL AGENDA ITEMS OTHER THAN THOSE UNDER NUMBER 6)**

4. CITY MANAGER REPORTS

A. Emergency Dredging and Beach Restoration Project

Motion to direct the City Attorney and City Manager to work with Okaloosa County to move this project forward and bring back the necessary contracts and agreements for City Council approval passed 7-0.

Motion to schedule a special city council meeting on Monday, February 12, 2018, to discuss this project passed 7-0.

B. 2018 Capital Improvement Indian Bayou Trail Pathway

Motion to approve an expenditure not to exceed \$285,541.84 for the construction of a new 8' wide ADA compliant multi-use pathway with lighting along Indian Bayou Trail and authorize the City Manager to approve a work order in the amount of \$99,741.84 for the City's continuing concrete services provider, S.H. Hayes Enterprises, LLC and enter into an agreement with Gulf Power to install and maintain the lighting for an approximate amount of \$148,800.00 and \$314.39 plus taxes a month for maintenance and energy passed 6-1; with Councilmember Braden dissenting.

C. Request for Council approval to purchase a truck for Public Services Department (unbudgeted)

Motion to authorize the City Manager to purchase the 2018 Ford F-150 under the Florida State Purchasing Contract in the amount of \$27,730.00, fund the purchase with the City's ending fund balance and make the appropriate budget amendment passed 7-0.

D. Airport Road Landscape Plan

E. Announcements

5. FIRST READING OF ORDINANCES NOT REQUIRING PUBLIC HEARINGS (NO PUBLIC COMMENTS)

A) First reading of Ordinance 18-03-CC – Committee Reorganization

Motion to approve Ordinance 18-03-CC on first reading and instruct staff to bring the item back on second reading passed 7-0.

B) First reading of Ordinance 18-04-CC – Purchase of 603 Sandalwood Drive

Motion to approve Ordinance 18-04-CN on first reading and direct staff to bring it back for second reading at the next city council meeting passed 6-1; with Councilmember Braden dissenting.

6. PUBLIC HEARINGS

A) Second reading of Ordinance 18-02-CC, sale of alcoholic beverages within the City of Destin

Motion to approve Ordinance 18-02-CC on second reading passed 5-2; with Council members Marler and Foreman dissenting.

7. *CONSENT AGENDA (NO PUBLIC COMMENTS)

- A) Resolution 18-01 – Interlocal Agreement with the Destin Fire Control District for Beach Safety and Lifeguard Services
- B) Resolution 18-08 – Request t approval for contract extension for the Independence Day Fireworks Display Continuing Services Contract with Pyro Shows, Inc.
- C) Resolution 18-10 – Continuing Services Contract for Arborist Services
- D) Approval of concession contract**
- E) Passport contract amendment for citation management
- F) Request Approval for use of City streets for the Junior League of the Emerald Coast, Inc. 5k walk/10k run (Rock the Road) Charity Race on February 24, 2018
- G) Amendment to City Land Use Attorney Contract

Motion to approve Consent Agenda items #7A thru #7G, as printed above, passed 7-0.

8. COMMENTS/PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY (NO PUBLIC COMMENTS)

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

Councilmember Dixon recommends they make some improvements to the piece of property next to the concrete plant before this summer so people can use it to the fullest extent possible.

- D) Councilmember Foreman
- E) Councilmember Marler
- F) Councilmember Destin
- G) Councilmember Morgan

H) Mayor Fischer

1) Executive Summary and Recommendation for CM Evaluation

Motion to authorize the City Manager's Employment Agreement to be amended and executed by the Mayor and City Manager, to be effective on the annual anniversary date of employment, to increase the City Manager's based salary by 1% merit increase passed 7-0.

I) Land Use Attorney

J) City Attorney

1) Utility Extension Agreement Offer Deadline

Motion to provide Gulf Power with a deadline of February 16, 2018 to provide a response to the Franchise Agreement extension passed 7-0.

9. COMMENTS/CONCERNS FROM THE AUDIENCE/PUBLIC ON ANY MATTERS CONSIDERED AT MEETING, OR ON ANY MATTERS NOT ON THE AGENDA

ADJOURNED: 8:40 PM

RESOLUTION 19-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, RENEWING THE EXCLUSIVE CONCESSIONS AGREEMENT FOR CONCESSIONS SERVICES FOR CALENDAR YEAR 2020 BETWEEN THE CITY OF DESTIN AND GREEK'S CATERING AND EVENTS, INC.; PROVIDING FOR AN EFFECTIVE DATE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT EXTENSION FOR AND ON BEHALF OF THE CITY OF DESTIN.

WHEREAS, Greek's Catering and Events, Inc., has adequately provided Destin's concessions services for calendar year 2019; and

WHEREAS, the City desires to continue to secure concessions services with Greek's Catering and Events, Inc. as detailed in the original Concessions Agreement; and

WHEREAS, the original Concessions Agreement provides for up to five one year extensions when mutually agreed upon by both parties; and

WHEREAS, this constitutes the second such extension as provided for in the original Concessions Agreement; and

WHEREAS, Greek's Catering and Events, Inc. has agreed to render the City of Destin concessions services for which the City desires to contract.

NOW, THEREFORE, BE IT RESOLVED that the City of Destin, by and through its Council, formally accepts and adopts the second of five Annual Concessions Agreement Extensions between the City of Destin and Greek's Catering and Events, Inc., for the concessions services to the City effective January 1, 2020 through December 31, 2020.

BE IT FURTHER RESOLVED that the City Manager of the City of Destin is formally authorized to execute the Agreement for and on behalf of the City of Destin, which Agreement is attached and made a part hereof.

ADOPTED THIS 16th DAY OF SEPTEMBER 2019
BY:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

The form and content of the above Resolution is hereby approved for legal sufficiency

Kyle Bauman, City Attorney

Greek's Catering and Events, Inc.
2325 Summit Blvd.
Pensacola, FL 32503
Tel 850-529-4609 Fax 850-466-3221
Email: greeksevents@gmail.com
www.greekscateringevents.com



DEAR CITY OF DESTIN,

Greek's Catering and Events, Inc., would like to renew the 1-year option for the current contract with no changes to be made for the 2020 year.

Thank you,

Stelios Peterson, MBA
Greek's Catering and Events, Inc.



CONCESSIONS AGREEMENT ONE YEAR EXTENSION FOR CALENDAR YEAR 2020

This agreement dated the 16th day of September 2019 is between the City of Destin, Florida Municipal Corporation, of 4200 Indian Bayou Trail, Destin, Florida 32541 and Greek's Catering and Events, Inc., of 2325 Summit Blvd., Pensacola, Florida 32503 to provide the City of Destin's 2020 Concessions Services throughout calendar year 2020.

It is expressly agreed by the parties that this is the second of five extensions to the Agreement originally approved by the Destin City Council on the 5th day of February 2018 and the original is made a part hereof as though expressly rewritten, incorporated and included herein.

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

Greek's Catering and Events, Inc. shall comply with Florida Public Records Laws, specifically to:

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.

Specifically, the CONTRACTOR must:

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.



CONCESSIONS AGREEMENT ONE YEAR EXTENSION FOR CALENDAR YEAR 2020

The City Council authorized this agreement extension on September 16, 2019

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

CITY OF DESTIN

X _____
Witness Signature

Date

X _____
Lance Johnson, City Manager

Date

X _____
Witness Signature

Date

X _____
Attest: Rey Bailey, City Clerk

Date

GREEKS CATERING AND EVENTS, INC.

X _____
Witness Signature

Date

X _____
Authorized Greek's Catering and Events , Inc. Representative

Date

Printed Name And Title

Printed Name And Title

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 16, 2019

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU:

FROM:

DATE: 09/12/2019

SUBJECT: Parking Improvements - Gulf Shore Drive

I. BACKGROUND: The west-end of Gulf Shore Drive has an extensive amount of unorganized roadside parallel parking. These parking spaces have through the years been maintained by simply added gravel and in doing so have lost their grade/cross-slope to a point where Gulf Shore Drive is unable to drain properly in several areas.

II. DISCUSSION: Staff is requesting Council approve the reconstruction of Gulf Shore Drive's west-end roadside parking areas and adjacent stormwater swale systems.

A. Link to Strategic Goals / Objectives: I. Enhanced Quality of Life, I.C.2., I.C.3, I.C.4, I.C.5 and III. Organizational Excellence, III.A.1

B. Effect on Budget (EOB): \$100,006.75, to be taken from Transportation Impact Fees and make the appropriate budget amendments.

C. Level of Service (LOS): This action will address a drainage issue, improve area aesthetics, add designated ADA compliant spaces and facilitate the possible conversion of these roadside parking areas to Pay-to-Park spaces.

III. CONCLUSION: The conversion of these parking areas from gravel to asphalt and the simultaneous reconstruction of the stormwater swale systems will improve public safety, provide structure/order to the parking environment, add designated ADA-compliant handicap parking spaces and allow the City to stripe off spaces in advance of their possible designation as Pay-to-Park spaces.

IV. RECOMMENDED MOTION: I move that Council authorize the City Manager to provide for the reconstruction of the Gulf Shore Drive west-end parallel parking areas and stormwater swale systems in an amount not to exceed

\$100,006.75 to be taken from Transportation Impact Fees and make the appropriate budget amendment.

Attachments:

1. Gulf Shore Drive parallel spaces
swales sod quote

CONTRACTOR: H&T Contractors, LLC.

Work Order Number:

Date: 2/27/2019

Completion Date:

Calendar Days:

Description of Work: Gulf Shore Dr with swale, *Grading & Sod*

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP - 12.5 Asphalt Concrete Superpave (Coarse)	SY	\$9.50	1890.00	\$ 17,955.00
2	1 1/2" Type SP - 12.5 Asphalt Concrete Superpave (Fine)	SY	\$8.50	0.00	\$ -
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	\$7.00	0.00	\$ -
4	Milling of existing asphalt (average 1 in depth)	SY	\$3.00	0.00	\$ -
5	Milling of existing asphalt (average 2 in depth)	SY	\$4.00	0.00	\$ -
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$9.50	0.00	\$ -
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$8.50	0.00	\$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$7.00	0.00	\$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	\$3.50	0.00	\$ -
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	\$3.00	0.00	\$ -
11	Prime Coat	SY	\$0.75	1890.00	\$ 1,417.50
12	Tack Coat	SY	\$0.75	0.00	\$ -
13	Asphalt Cut with Abrasive Blade	LF	\$4.00	1060.00	\$ 4,240.00
14	Concrete Cut with Abrasive Blade	LF	\$4.00	0.00	\$ -
15	Silt Fence	LF	\$2.00	1100.00	\$ 2,200.00
16	Straw Waddle	LF	\$3.00	0.00	\$ -
17	Manhole Adjustment	EACH	\$400.00	0.00	\$ -
18	Valve Box Adjustment	EACH	\$150.00	0.00	\$ -
19	Removal of Concrete over 6 inches	SY	\$7.50	0.00	\$ -
20	Removal of Asphalt up to 4 inches thick	SY	\$6.00	0.00	\$ -
21	Removal of Asphalt over 4 inches	SY	\$6.00	0.00	\$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	\$12.00	0.00	\$ -
23	Clear & Grub	SY	\$0.22	0.00	\$ -
24	Debris Hauling	CY	\$12.00	0.00	\$ -
25	Tree trimming	HR	\$150.00	0.00	\$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	\$150.00	0.00	\$ -
27	Guardrail (FDOT Index 400)	LF	\$125.00	0.00	\$ -
28	Mobilization	LUMP	\$2,500.00	1.00	\$ 2,500.00
29	12" Inch RCP provided, delivered, and installed	LF	\$28.00	0.00	\$ -
30	15" Inch RCP provided, delivered, and installed	LF	\$29.00	0.00	\$ -
31	18" Inch RCP provided, delivered, and installed	LF	\$34.00	0.00	\$ -
32	24" Inch RCP provided, delivered, and installed	LF	\$42.00	0.00	\$ -
33	30" Inch RCP provided, delivered, and installed	LF	\$55.00	0.00	\$ -
34	36" Inch RCP provided, delivered, and installed	LF	\$65.00	0.00	\$ -
35	42" Inch RCP provided, delivered, and installed	LF	\$90.00	0.00	\$ -
36	48" Inch RCP provided, delivered, and installed	LF	\$120.00	0.00	\$ -

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$20.00	0.00	\$ -
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$22.00	0.00	\$ -
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$25.00	0.00	\$ -
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$30.00	0.00	\$ -
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$38.00	0.00	\$ -
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$47.00	0.00	\$ -
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$85.00	0.00	\$ -
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$95.00	0.00	\$ -
45	Concrete Headwall or Drainage Structure	CY	\$600.00	0.00	\$ -
46	Mitered end section – medium 12 inches to 15 inches	EACH	\$800.00	0.00	\$ -
47	Mitered end section – large 18 inches to 24 inches	EACH	\$4,000.00	0.00	\$ -
48	Concrete flume (4 in thick)	SY	\$48.00	0.00	\$ -
49	Inlet Apron (4 in thick)	SY	\$48.00	0.00	\$ -
50	Raise existing inlet (assume 3 in adjustment)	EACH	\$1,000.00	0.00	\$ -
51	Lower existing inlet (assume 3 in adjustment)	EACH	\$800.00	0.00	\$ -
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	\$600.00	0.00	\$ -
53	Excavation and Haul Off	CY	\$8.00	960.00	\$ 7,680.00
54	Well Points	DAY	\$3,500.00	0.00	\$ -
55	Grout (joint)	EACH	\$500.00	0.00	\$ -
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	\$8.00	1890.00	\$ 15,120.00
57	Swale Installation (grading)	CY	\$10.00	880.00	\$ 8,800.00
58	Concrete Collar (any size)	EACH	\$400.00	0.00	\$ -
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	\$200.00	0.00	\$ -
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	\$400.00	0.00	\$ -
61	6 inch Drain pipe	LF	\$15.00	0.00	\$ -
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	\$2,500.00	0.00	\$ -
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	\$48.00	0.00	\$ -
64	Concrete Sidewalk – 4 inches thick installed	SY	\$43.00	0.00	\$ -
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	\$15.00	0.00	\$ -
66	Concrete Type "D" Curb fiber reinforced	LF	\$25.00	0.00	\$ -
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	\$18.00	0.00	\$ -
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	\$18.00	0.00	\$ -
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	\$17.00	0.00	\$ -
70	ADA truncated dome mat installation	SF	\$40.00	0.00	\$ -
71	Traffic Control (MOT) cost	DAY	\$1,500.00	4.00	\$ 6,000.00
72	Bermuda Sod installed	SY	\$5.40	0.00	\$ -
73	St Augustine Sod installed	SY	\$6.75	3055.00	\$ 20,621.25
74	Centipede Sod installed	SY	\$3.30	0.00	\$ -
75	Irrigation Repair	HR	\$75.00	0.00	\$ -
76	Type "C" inlet installed (depth 6-10 ft)	EACH	\$4,000.00	0.00	\$ -
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	\$6,000.00	0.00	\$ -
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	\$2,500.00	0.00	\$ -
				Total	\$ 86,533.75

Additional Contract Items					
Item No.	Description	Unit	Unit Price	Quantity	Extension
79	Asph Reinforcing Fibers for 2" Thick Pvm Contractor Provided	SY	\$ 1.20	1,890	\$ 2,268.00
81	Asph Reinforcing Fibers for 1.5" Thick Pvm Contractor Provided	SY	\$ 0.90	-	\$ -
83	Asph Reinforcing Fibers for 1" Thick Pvm Contractor Provided	SY	\$ 0.55	-	\$ -
				Total	\$ 2,268.00
Contingent Items from Price Sheet		LS	Total	\$ 11,205.00	
				Grand Total	\$ 100,006.75

CONTRACTOR REPRESENTATIVE: _____

DATE _____

DIRECTOR OF PUBLIC SERVICES: _____

DATE _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 16, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lisa Firth, Parks & Rec Director
Lance Johnson, City Manager

FROM: Sheri Bethea, Recreation AA

DATE: September 10, 2019

SUBJECT: 2019 Destin Seafood Festival Co-Sponsorship

I. BACKGROUND:

The 41st Annual Destin Seafood Festival is scheduled to take place on October 4th, 5th, and 6th, 2019. The City has been a long term sponsor and supporter of this event that draws thousands of people into the Destin harbor. Organizers have requested the City's continued support of this event and is asking for Council's permission to once again use the Captain Royal Melvin Park site (Festival Headquarters, EMS and OCSO ...), the northern section of the Marler Street parking lot (for vendor parking) and the North part of Sibert Avenue parking lot (also for vendor parking.) Requesting vendor parking fees to be waived. In addition the organizers have requested to borrow traffic control devices (cones and barrels) and to have the City's oncall staff available during the festival to assist should any problems occur on city maintained properties as has been done over the past several years.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

4B: Enhance and preserve heritage and environment.

B. Effect on Budget (EOB):

In-kind, Festival use of property and equipment has no direct impact on the budget. Personnel costs associated with site work and on-call are budgeted.

C. Level of Service (LOS):

Approval will maintain the City's historical LOS regarding this event.

III. CONCLUSION:

The Destin Seafood Festival is a long standing tradition in our community that kicks off the Destin Fishing Rodeo. The festival attracts thousands of people to the Harbor District and has a substantial economic impact on the community. The City's continued partnership with the Festival organizers helps ensure this tradition continues.

IV. RECOMMENDED MOTION:

I move to support the 41st Annual Destin Seafood Festival; authorize staff to provide the requested items; authorize the Festival 's use of Captain Royal Melvin Park, Sibert Avenue parking lot and the northern section of the Marler Street parking lot and waive any associated fees.

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 16, 2019**TYPE OF AGENDA ITEM:** Consent Agenda

TO: City Council**THRU:** Lisa Firth, Parks & Rec Director
Bragg Farmer, Finance Director
Lance Johnson, City Manager**FROM:** Sheri Bethea, Recreation AA**DATE:** September 11, 2019**SUBJECT:** Resolution 19-19: Renewal of the Exclusive Contract Agreement between the City of Destin and Pyro Shows, Inc. for the Destin Independence Day Fireworks on July 4, 2020.

I. BACKGROUND:

The City of Destin outsources the annual Independence Day Fireworks Display. The Parks & Recreation Department does not have the proper licenses or expertise to perform this function; therefore, it is necessary to contract with a reputable vendor who has the expertise, equipment, licensing and resources. Pyro Shows, Inc. has satisfactorily provided these services for over fifteen years.

II. DISCUSSION:

If approved, this would be the first of five annual options for renewal between the City of Destin and Pyro Shows, Inc. to provide the scope of services outlined in RFB No. 18-16-REC. Pyro Shows will provide our 2020 show at the same price as stated in 2019 contract which is \$26,500. A deposit of 50% will be due in February 2020 to lock in last year's price.

A. Link to Strategic Goals / Objectives:

Enhanced Quality of Life: Destin's show has gained the reputation of being the premier show on the Emerald Coast and serves to enhance the quality of life for our residents, visitors and businesses.

B. Effect on Budget (EOB):

The total amount of the 2020 show, using Eglin Air Force Base property as the launch site is, \$26,500. Adequate funds have been included in the City's FY-2020 Special Events budget, item number 0157486-534000.

C. Level of Service (LOS):

By renewing contract with PyroShow, Inc., who has a sixteen-year proven track record of exceeding the Expectations of our residents, visitors and businesses the City will be at a minimum maintaining its level of service to customers.

III. CONCLUSION:

Pyro-Shows, Inc. has consistently demonstrated their commitment to providing Destin's residents, visitors and businesses with a world class Independence Day Fireworks Display. Staff requests Council's approval of Resolution 19-19 approving the fireworks contract extension with Pyro-Shows, Inc. and authorizing the City Manager to execute the extension.

IV. RECOMMENDED MOTION:

I move to approve Resolution 19-19 and authorize the City Manager to execute the contract extension for and on behalf of the City of Destin.

Attachments:

1. Contract_Pyro Show - 2019 Fourth of July
2. Agenda Item_Independence Day Fireworks FY19
3. Pyro Shows BID FY19
4. Resolution 19-19 Fireworks Contract Extension 2020
5. FY20 Pyro Shows INC Contract Renewal

CITY OF DESTIN, FLORIDA

CONTRACT

REQUEST FOR BIDS (RFB) NO. 18-16-REC DESTIN'S INDEPENDENCE DAY FIREWORKS DISPLAY

On February 19, 2019 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of Pyro Shows, Inc, herein referred to as the **Contractor**, for Bid Item – Destin's Independence Day Fireworks Display, FY 2019 Budget as stated in Section II, Scope of Work of the City of Destin RFB No. 18-16-REC. Contractor's bid responses are included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR RFB NO. 18-16-REC; Destin's Independence Day Fireworks Display, as follows:

1. Entire Agreement:

This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or agreements, 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 the purchase, execution and clean-up of Fireworks Display as described in RFB No. 18-16-REC. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A" for Bid 18-16-REC.

3. Term of Contract and Time Extensions:

This is a one year continuing service contract with five additional one-year renewable contracts for the Independence Day Fireworks Display. Contractor must have adequate licensed personnel and equipment to complete the project within the time allocation. Refer to Exhibit-A1, "DETAILED PERFORMANCE SPECIFICATIONS" outlined in 18-16-REC.

Time is of the essence in the performance of the Work under the Contract. The Destin's Independence Day Fireworks Display will take place on July 4th at 9:00pm annually (rain date July 5th at 8:30 pm annually). Contractor shall commence the Work no later than ten days from receipt of Notice to Proceed. Contractor shall secure Firework permitting through the Okaloosa Island Fire Control District and the Destin Fire Control District as required. No work shall be performed by the Contractor prior to the Commencement Date established within the Notice to Proceed. Contractor shall provide notice as may be required within the technical specifications and permits, attached hereto and made a part hereof, to all regulatory agencies or parties having jurisdiction or interest in this contract. Contractor shall diligently pursue the completion of the work and shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portion of the Work under the Contract.

Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of the Contractor, and not due to its fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, turtle nesting, strikes or lockouts, Contractor shall notify the City within one (one) hour via phone or email after the commencement of such delay, stating the causes thereof or be deemed to have waived any right which Contractor may have to request a time extension or location change.

4. Time for Performance and Liquidated Damages:

The Contractor agrees to schedule and complete all authorized Work for the Destin's Independence Day Fireworks Display for the satisfactory approval and acceptance by the City not later than July 6th annually. City and Contractor recognize that

since time is of the essence for this Contract, the City will suffer financial loss if the Work is not completed and approved within the time specified. Should the Contractor fail to complete the Work within the time period noted above, the City shall be entitled to assess, as liquidated damages, but not as a penalty, \$500 for each calendar day thereafter until completion is achieved to the satisfaction and acceptance of the City.

Duration Shortfall Penalty: Should the duration of the pyrotechnics display not fulfill the minimum duration requirements outlined in RFP 18-16-REC, at its discretion, the City shall assess a penalty of \$1,000 for each minute of the display's shortfall.

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 Agreement and the Bid Form submitted by the Contractor. For purposes of this Contract, total compensation sum shall be \$26,500.00 minus \$1,500.00 for lodging donation from City sponsor (\$24,000 for the pyrotechnics and \$1,000 for post-event beach clean-up).

In no instance shall the City pay more than fifty-percent (50%) of the total contract sum until their acceptance of the Work. In the event the City agrees to progress payments on the contract, Contractor shall be entitled to one payment application by submitting an invoice requesting a draw.

6. Changes in the Work:

City shall have the right at any time within reason during the progress of the Work to increase or decrease the Work. Promptly having being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. No addition 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. No officer, employee or agent of the City is authorized to direct any extra or changed Work orally. A change order, in the form attached as Exhibit "B" shall be issued and executed promptly after an agreement is reached between the Contractor and City concerning any requested changes as detailed by the itemized estimate. Contractor shall promptly perform changes authorized by duly executed change orders.

7. Bonds:

No bond is required of this contract. If bond is required, then the Contractor shall provide at its expense Performance and Payment Bonds in the amount of 120% of the Total Contract Price stated in Section 5. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the City; provided, however, the surety shall be rated as "A" or better.

8. 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.

9. Indemnification:

Contractor shall indemnify, defend, save, and hold City, its agents and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including 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.

10. 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 there from. 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. Public Records. Contractor shall comply with Florida Public Records Laws, specifically to:

Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.

Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

11. Cancellation:

City reserves the right to cancel this Contract prior to issuance of Notice to Proceed.

12. Performance of Work/Responsibilities:

The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A," which includes the following exhibits, attached in their entirety and as completely as if incorporated herein:

Exhibit "A-1": Request for Bids No. 18-16-REC, Destin's Independence Day Fireworks Display
Exhibit "A-2": (Contractor's), Bid Form and Information Submittal

13. Final Payment:

After the event, the Contractor shall furnish the City with an invoice indicating the final amount due. Payment will be made if all work has been deemed acceptable by the City. The City reserves the right to reduce the final payment to cover penalties assessed when applicable.

14. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or their designee determines that all requirements and conditions have been satisfactorily met and the City Manager or their 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 their 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.

15. 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.

16. 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.

17. Miscellaneous:

17.1 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 exclusively in Okaloosa County, Florida and nowhere else.

17.2 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.

17.3 Sovereign Immunity

Nothing contained herein is intended to nor shall be construed to waive the City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

17.4 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.

17.5 Attorney's Fees

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

17.6 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 Johnson, City Manager
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

Pyro Shows, Inc.
Lansden E. Hill, JR, President
P.O. Box 1408
625 W. Central Avenue
LaFollette, TN 37766

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 MARCH, 2019.

CITY OF DESTIN

By: [Signature]
Lance Johnson
City Manager

ATTEST:

[Signature]
Rey Bailey
City Clerk

SEAL

APPROVED AS TO LEGAL FORM:

(SEE ATTACHMENT 1)
City Attorney
Kyle Bauman

[Signature]
Witness

[Signature]
Witness

CONTRACTOR: Pyro Shows, Inc.

By: [Signature]
(Signature)
Lansden E. Hill, Jr.
(Printed Name)

President
(Title)

ATTACHMENTS (1)
Legal Form Approval

Shell Description

4" MAIN BODY SHELLS

COUNTRY	QTY.	SIZE DESCRIPTION
China	3	4.0 Aqua Peony w/ Spangle Pistil
China	2	4.0 Blue Bees
China	3	4.0 Blue Chrysanthemum with Silver Tail
USA	3	4.0 Blue Peony
USA	3	4.0 Blue Peony with Palm Pistil with Silver Tail
China	2	4.0 Blue Ring with Palm Pistil
China	2	4.0 Blue to Red Peony
China	3	4.0 Brocade Crown with Brocade Tail
China	3	4.0 Brocade Silver to Green
China	2	4.0 Brocade to Crackle
China	2	4.0 Brocade to Crackling
China	3	4.0 Brocade to Green Sparkling Lights
China	3	4.0 Brocade to Orange
China	3	4.0 Brocade to Pink Stars
China	3	4.0 Brocade to Purple
China	3	4.0 Brocade to Purple Stars with Brocade Tail
China	3	4.0 Chrysanthemum to Red Sparkling Lights with Silver Tail
USA	3	4.0 Color Chrysanthemum with Gold Tail
USA	2	4.0 Color Peony
USA	2	4.0 Color Waves with Silver Tail
USA	3	4.0 Colorful Peony with Palm Pistil
China	3	4.0 Crackling Palm
China	3	4.0 Dahlia Blue w/ Red tail
China	3	4.0 Electric Thunder Salutes
China	3	4.0 Fire Meteors
China	3	4.0 Five Colors
China	2	4.0 Glitter Coconut
USA	3	4.0 Glittering Silver to Blue Chrysanthemum
USA	3	4.0 Glittering Silver to Green Chrysanthemum
USA	3	4.0 Glittering Silver to Yellow Chrysanthemum
China	3	4.0 Gold Chrysanthemum with Blue Pistil
China	2	4.0 Gold Chrysanthemum with Blue Pistil with Gold Tail
China	3	4.0 Gold Waves with Gold Tail
China	3	4.0 Golden Glittering Palm with Gold Tail
China	2	4.0 Golden Orchard
China	3	4.0 Golden Pheasant
China	2	4.0 Golden Rays with Blue Pistil
China	3	4.0 Grand Celebration
China	2	4.0 Grapes All Over The Vineyard
China	3	4.0 Green & Red Reflecting
China	3	4.0 Green & Yellow Reflecting
China	3	4.0 Green and Blue Reflecting with Silver Tail
China	2	4.0 Green and Yellow Reflecting with Silver Tail
China	3	4.0 Green Chrysanthemum with Gold Tail
China	3	4.0 Green Chrysanthemum with Silver Tail

Shell Description

China	3	4.0	Green Crackling Willow
China	2	4.0	Green Peony
China	3	4.0	Green Peony w/ Blue Peony
China	3	4.0	Green Peony w/ Purple Pistil
China	3	4.0	Green Ring with Palm Pistil with Silver Tail
China	3	4.0	Green to White Peony
China	3	4.0	Half Blue & Half Silver Chrysanthemum
China	2	4.0	Half Red & Half Blue Chrysanthemum
China	3	4.0	Half Red & Half Purple Chrysanthemum
China	3	4.0	Half Yellow and Half Blue Chrysanthemum with Silver Tail
China	2	4.0	Multi Color Peony w/ Crackling Tail
China	3	4.0	Multi Reports
China	2	4.0	Orange Peony w/ Palm Core w/ Tail
China	3	4.0	Peacock Tail
China	3	4.0	Peacock Tails with Gold Tail
China	2	4.0	Peacock Tails with Silver Tail
China	3	4.0	Purple Chrysanthemum with Silver Tail
China	2	4.0	Purple Peony
China	3	4.0	Purple Ring with Brocade Center
China	3	4.0	Purple, Red, Green, Yellow, Blue, & Crackling w/ Tails
China	3	4.0	Red & Blue Peony w/ Silver Tail
China	3	4.0	Red Distant Waves
China	2	4.0	Red Peony
China	3	4.0	Red Peony with Gold Tail
China	3	4.0	Red Peony with Silver Tail
China	3	4.0	Red Strobe
China	3	4.0	Red to Silver Diamond & Blue w/ Tail
China	3	4.0	Silver Bees with Silver Tail
China	3	4.0	Silver Brocade to Orange
China	3	4.0	Silver Brocade to Pink
China	3	4.0	Silver Crackling Flowers
China	2	4.0	Silver Peony
China	2	4.0	Silver Ring
China	3	4.0	Silver Ring with Gold Tail
China	3	4.0	Silver Ring with Silver Tail
China	2	4.0	Silver Wave to Blue
China	2	4.0	Sparkling Golden and Silver Lights with Gold Tail
China	3	4.0	Sparkling Golden Lights
China	3	4.0	Sparkling Silver Lights
China	2	4.0	Titanium Salutes w/ Silver Tails
China	2	4.0	Variety Peony w/Silver Palm Core
China	3	4.0	White Crackling Willow
China	2	4.0	White Crackling Willow with Silver Tail
China	2	4.0	White Strobe Glitter& Red w/ Silver Tail
China	2	4.0	Yellow Bees
China	2	4.0	Yellow Peony
China	2	4.0	Yellow Ring with Silver Tail

Shell Description

China	3	4.0	Yellow to Red Peony
China	2	4.0	Yellow to Red Reflecting with Silver Tail

250

TOTAL 4" MAIN BODY SHELLS

5" MAIN BODY SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
China	2	5.0	Astragulus
China	2	5.0	Blooming Silvery Chrysanthemum with Silver Tail
China	2	5.0	Blue Chrysanthemum with Silver Tail
China	2	5.0	Blue Crossette
China	2	5.0	Blue Peony with Palm Pistil with Silver Tail
China	1	5.0	Blue to Orange Peony with Gold Flashing Pistil
China	2	5.0	Brocade Crown to Purple Tail
China	2	5.0	Brocade Crown with Brocade Tail
China	2	5.0	Brocade Crown with Gold Strobe Pistil
China	2	5.0	Brocade to Blue with Red Center
China	2	5.0	Brocade to Green with Red Center w/ Green Tail
China	2	5.0	Brocade to Purple Stars with Brocade Tail
China	2	5.0	Butterfly Pattern
China	2	5.0	Chrysanthemum to Red Sparkling Lights with Silver Tail
USA	2	5.0	Color Chrysanthemum with Gold Tail
USA	2	5.0	Color Peony
USA	2	5.0	Color Waves with Silver Tail
USA	2	5.0	Colorful and Silver Rain w/ Crackling Tail
China	2	5.0	Crackling Palm with Crackling Tail
China	2	5.0	Crocus
China	2	5.0	Crown to Multicolor w/ Gold Tail
China	2	5.0	Double Ring (Red Inner & Blue Outer)
China	2	5.0	Double Ring (Yellow Inner and Purple Outer)
China	2	5.0	Electric Thunder Salutes
China	2	5.0	Fire Meteors
China	2	5.0	Five Colors
China	1	5.0	Flourishing
China	1	5.0	Glitter Coconut
USA	2	5.0	Glittering Silver to Blue Chrysanthemum
USA	2	5.0	Glittering Silver to Green Chrysanthemum
USA	2	5.0	Glittering Silver to Yellow Chrysanthemum
China	2	5.0	Gold Chrysanthemum with Blue Pistil with Gold Tail
China	1	5.0	Gold Edge Colorful Pistil
China	1	5.0	Gold Palm with Green Sparkling Lights w/ Gold Tail
China	1	5.0	Gold Palm with Red Sparkling Lights
China	2	5.0	Gold Waterfall Shell w/ Gold Tail
China	2	5.0	Gold Waves with Gold Tail
China	2	5.0	Gold Waves with Silver Tail
China	2	5.0	Gold Willow with Gold Tail
China	2	5.0	Golden Glittering Palm with Gold Tail
China	2	5.0	Golden Pheasant

Shell Description

China	2	5.0	Golden Rays with Blue Pistil
China	2	5.0	Grand Celebration
China	2	5.0	Grapes All Over the Vineyard
China	1	5.0	Green and Yellow Reflecting with Gold Tail
China	2	5.0	Green and Yellow Reflecting with Silver Tail
China	1	5.0	Green Chrysanthemum with Gold Tail
China	1	5.0	Green Chrysanthemum with Silver Tail
China	2	5.0	Green Peony
China	2	5.0	Green Peony w/ Blue Peony
China	2	5.0	Green Peony w/ Brocade Center w/ Gold Tail
China	2	5.0	Green Ring with Palm Pistil with Silver Tail
China	2	5.0	Green to White Peony
China	2	5.0	Green to Yellow Peony with Palm Pistil
China	1	5.0	Half Blue and Half Green with Palm Pistil
China	1	5.0	Half Red & Half Blue Chrysanthemum
China	1	5.0	Half Red & Half Green w/ Palm Pistil
China	2	5.0	Half Red & Half Purple Chrysanthemum
China	1	5.0	Half Yellow and Half Blue Chrysanthemum with Gold Tail
China	2	5.0	Half Yellow and Half Blue Chrysanthemum with Silver Tail
China	2	5.0	Happy Face Pattern
China	2	5.0	Heart Pattern
China	1	5.0	Kamuro w/ Fuchsia Strobe
China	2	5.0	Multi Color Peony w/ Crackling Tail
China	2	5.0	Multi Reports
USA	1	5.0	Orange Peony with Blue Pistil
USA	1	5.0	Orange Peony with Crackling Pistil
China	2	5.0	Orchid
China	2	5.0	Peacock Tail
China	2	5.0	Peacock Tails with Gold Tail
China	2	5.0	Peacock Tails with Silver Tail
China	2	5.0	Pink Peony with Purple Pistil
China	2	5.0	Pink Peony with Sparkling Silver Pistil
China	2	5.0	Purple Chrysanthemum with Silver Tail
China	1	5.0	Purple Peony to Moving Silver Snakes w/ Silver Tail
China	2	5.0	Purple Peony w/ Moving Silver Snakes
China	1	5.0	Purple Peony with Brocade Center
China	1	5.0	Purple Peony with Red & Blue Pistil w/ Gold Tail
China	2	5.0	Purple, Red, Green, Yellow, Blue, & Crackling w/ Tails
China	2	5.0	Red Chrysanthemum to Blue with Silver Center w/ Silver Tail
China	2	5.0	Red Chrysanthemum to Green with Red Center
China	1	5.0	Red Crossette
China	2	5.0	Red Crossette w/ Red Tail
China	2	5.0	Red Peony w/ Yellow Pistil w/ Crackling Tail
China	1	5.0	Red Peony with Gold Tail
China	2	5.0	Red Peony with Silver Brocade Pistil
China	2	5.0	Red Peony with Silver Tail
China	2	5.0	Silver Bees with Silver Tail

Shell Description

China	2	5.0 Silver Glitter Palm w/ Silver Tail
China	2	5.0 Silver Peony with Red Ring
China	2	5.0 Silver Ring with Gold Tail
China	2	5.0 Silver Ring with Silver Tail
China	2	5.0 Silver Sparkling Lights w/ Red & Blue Crossettes
China	2	5.0 Silver Strobe with Thunders w/ Silver Tail
China	2	5.0 Silver to Pink Peony w/ Blue Pistil w/ Silver Tail
China	2	5.0 Silver Tourbillons
China	2	5.0 Singing Willow Warbler
China	1	5.0 Sparkling Gold Lights
China	2	5.0 Sparkling Golden and Silver Lights with Gold Tail
China	2	5.0 Sparkling Silvery Lights
China	2	5.0 Star Pattern
China	2	5.0 Sunflower
China	2	5.0 Titanium Salutes w/ Silver Tails
China	2	5.0 Triplet Bloom
USA	2	5.0 White Crackling Willow with Silver Tail
USA	2	5.0 White to Red Peony w/ Yellow Pistil w/ Silver Tail
China	2	5.0 Yellow Peony to Moving Silver Snakes
China	2	5.0 Yellow Peony w/ Blue Components
China	2	5.0 Yellow Peony with Crackling Pistil
China	2	5.0 Yellow Ring with Silver Tail
China	2	5.0 Yellow to Red Reflecting with Silver Tail

200

TOTAL 5" MAIN BODY SHELLS

6" MAIN BODY SHELLS

COUNTRY	QTY.	SIZE DESCRIPTION
China	1	6.0 Astragalus
China	2	6.0 Blooming Silver w/ Silver Tail
China	2	6.0 Blue & Spangle
China	2	6.0 Blue Chrysanthemum with Silver Tail
China	2	6.0 Blue Peony
China	2	6.0 Blue Peony to Red w/ Silver Pistil w/ Silver Tail
China	2	6.0 Blue to Red Glitter
China	2	6.0 Blue to Red Glitter & Spangle
China	2	6.0 Brocade Crown to Crackling w/ Crackling Tail
China	2	6.0 Brocade to Blue & Red Sparkling Lights w/ Gold Tail
China	2	6.0 Brocade to Blue to Yellow w/ Gold
China	2	6.0 Brocade to Blue w/ Gold Tail
USA	2	6.0 Color Chrysanthemum with Gold Tail
USA	2	6.0 Colorful Peony to Crackling Stars w/ Crackling Tail
China	1	6.0 Crocus w/ Yellow Tail
China	2	6.0 Crown to Silver Strobe w/ Gold Tail
China	2	6.0 Dragon Eggs
China	2	6.0 Flourishing w/ Gold Tail
China	2	6.0 Glitter to Purple Chrysanthemum w/ Green w/ Silver Tail
China	2	6.0 Gold Edge Colorful Pistil

Shell Description

China	2	6.0	Gold Edge w/ Colorful Pistil w/ Gold Tail
China	2	6.0	Gold Glitter
China	2	6.0	Gold Sparkle w/ Crackle Tail
China	1	6.0	Gold Wave Purple w/ Gold Flashing Pistil w/ Gold Tail
China	1	6.0	Gold Wave Purple w/ Gold Flashing Pistil w/ Silver Tail
China	2	6.0	Golden Dragons w/ Gold Tail
China	2	6.0	Grass Green Crackle Saturn w/ Orange Crossette Ring
China	2	6.0	Green Chrysanthemum w/ Red-Green Strobe Pistil w/ Tail
China	2	6.0	Green Crackling Shell of Shells w/ Gold Tail
China	2	6.0	Green Glitter
China	1	6.0	Green to Gold Peony
China	1	6.0	Green to Silver Peony
China	2	6.0	Half Blue and Half Orange w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Green and Half Gold w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Orange and Half Green w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Purple and Half Yellow w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Red and Half Blue w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Red and Half White w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half White and Half Purple w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Yellow and Half Blue w/ Strobe Pistil w/ Strobe Tail
China	2	6.0	Half Yellow and Half Green w/ Strobe Pistil w/ Strobe Tail
USA	2	6.0	Heart Pattern
USA	1	6.0	Kamuro w/ Fuchsia Strobe
China	2	6.0	Multi Color Peony with Crackling Tail
China	2	6.0	Multi-Color Chrysanthemum
USA	1	6.0	Orange Peony
USA	1	6.0	Orange Peony w/ Blue Pistil w/ Crackle Tail
China	2	6.0	Peace Pattern
China	2	6.0	Peacock Tail w/ Gold Tail
China	2	6.0	Pink Peony w/ Palm Pistil
China	2	6.0	Purple Chrysanthemum with Silver Tail
China	1	6.0	Purple Glitter w/ Palm Core
China	1	6.0	Purple to Crackling Flower w/ Green Pistil w/ Silver Tail
China	2	6.0	Rainbow Pattern
China	2	6.0	Red & Blue & White Peony
China	2	6.0	Red & White & Blue Glitter
China	2	6.0	Red Chrysanthemum & Glitter Palm Core
China	2	6.0	Red Distant Wave w/ Silver Tail
China	2	6.0	Red Palm Tree
China	1	6.0	Red to Crackling Crossette w/ Red Tail
China	1	6.0	Red to Crackling w/ Gold Palm Core
China	2	6.0	Red to White Strobe
China	1	6.0	Red to White Strobe & Blue
China	1	6.0	Red w/ Gold Palm
China	2	6.0	Shell of Shells w/ Palm Pistil w/ Silver Tail
China	2	6.0	Silver Peony w/ Red Ring w/ Tail
China	2	6.0	Silver to Crackling w/ Red Pistil

Shell Description

USA	2	6.0	Silver Tourbillions
China	2	6.0	Spangle Chrysanthemum w/ Variety Pistil
China	2	6.0	Sparkling Golden and Silver Lights with Gold Tail
China	2	6.0	Sparkling Silver Lights w/ Red & Blue Crossette w/ RST
China	2	6.0	Titanium Salutes Shell of Shells
China	2	6.0	Titanium Salutes with Silver Tail
USA	2	6.0	Tree Peony w/ Yellow Center w/ Silver Tail
China	1	6.0	Triplet Bloom w/ Crackling Tail
USA	2	6.0	Two-Color Change Chrysanthemum w/ Glitter Silver Pistil w/ Tail
China	2	6.0	White Crackling Willow with Silver Tail
China	2	6.0	White Peony
China	2	6.0	White Strobe Flitter w/Strobe w/ Silver Tail
China	2	6.0	White Twinkling
China	2	6.0	White Twinkling w/ Red Palm
China	1	6.0	Yellow Flowers in Battlefield w/ Gold Tail
China	1	6.0	Yellow to Crackling
China	2	6.0	Yellow to Red Reflecting with Silver Tail
150		TOTAL 6" MAIN BODY SHELLS	

8" MAIN BODY SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
USA	1	8.0	Assorted Bees
China	1	8.0	Blooming Silvery
China	1	8.0	Colorful & Silver Rain w/ RST
China	1	8.0	Double Rings & Brocade to Green w/ RGT
China	1	8.0	Gold Glitter
China	1	8.0	Green to Silver Peony
USA	1	8.0	Orange Peony
China	1	8.0	Pink Peony Silver Strobe w/ Silver Strobe Crossette w/ Silver Tail
China	1	8.0	Purple Glitter w/ Palm Core
China	1	8.0	Red & Blue & White Peony
China	1	8.0	Silver to Crackling w/ Red Pistil
China	1	8.0	Spangle Chrysanthemum w/ Variety Pistil
12		TOTAL 8" MAIN BODY SHELLS	

10" MAIN BODY SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
China	1	10.0	Astragalus
China	1	10.0	Blue & Spangle
China	1	10.0	Brocade Crown w/ Red Green Tail
China	1	10.0	Flourishing w/ RST
China	1	10.0	Gold Wave Purple w/ Gold Flashing Pistil w/ Gold Tail
China	1	10.0	Mixed Orange & Yellow Dahlia
USA	1	10.0	Multi-Color Chrysanthemum w/ RGT
China	1	10.0	Red & White & Blue Glitter
China	1	10.0	Sparkling Silver Lights w/ Red & Blue Crossette w/ RST

Shell Description

China	1	10.0	Titanium Salutes Shell of Shells
USA	1	10.0	White Twinkling
China	1	10.0	Yellow to Crackling

12	TOTAL 10" MAIN BODY SHELLS
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LOW LEVEL PRESENTATION

China	4500	0.75	Silver Whistles
USA	500	0.75	Silver Whistles

5000	TOTAL LOW LEVEL PRESENTATION
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3" FINALE SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
China	2	3.0	Aqua Peony w/ Spangle Pistil
China	2	3.0	Assorted Bees
China	2	3.0	Astragalus
China	2	3.0	Blooming Silvery
China	2	3.0	Blooming Silvery Chrysanthemum with Silver Tail
China	2	3.0	Blue & Spangle
China	2	3.0	Blue Bees
China	2	3.0	Blue Chrysanthemum with Silver Tail
China	2	3.0	Blue Crossette
China	2	3.0	Blue to Red Glitter
China	2	3.0	Blue to Red Peony
China	2	3.0	Brocade Crown to Purple Tail
China	2	3.0	Brocade Crown w/ Red Green Tail
China	2	3.0	Brocade Crown with Brocade Tail
China	2	3.0	Brocade Crown with Gold Strobe Pistil
China	2	3.0	Brocade Silver to Green
China	2	3.0	Brocade to Blue with Red Center
China	2	3.0	Brocade to Crackling
China	2	3.0	Brocade to Green Sparkling Lights
China	2	3.0	Brocade to Purple
China	2	3.0	Brocade to Purple Stars with Brocade Tail
China	2	3.0	Butterfly Pattern
China	2	3.0	Chrysanthemum to Red Sparkling Lights with Gold Tail
China	2	3.0	Chrysanthemum to Red Sparkling Lights with Silver Tail
USA	2	3.0	Color Chrysanthemum with Gold Tail
USA	2	3.0	Color Chrysanthemum with Silver Tail
USA	2	3.0	Color Peony
USA	2	3.0	Color Waves with Gold Tail
USA	2	3.0	Color Waves with Silver Tail
USA	2	3.0	Colorful & Silver Rain w/ RST
USA	2	3.0	Colorful and Silver Rain w/ Crackling Tail
USA	2	3.0	Colorful Peony with Palm Pistil
China	2	3.0	Crackling Palm
China	2	3.0	Crackling Palm with Crackling Tail

Shell Description

China	2	3.0	Crocus
China	2	3.0	Crown to Multicolor w/ Gold Tail
China	2	3.0	Dahlia Blue w/ Red tail
China	2	3.0	Double Ring (Red Inner & Blue Outer)
China	2	3.0	Double Ring (Yellow Inner and Purple Outer)
China	2	3.0	Double Rings & Brocade to Green w/ RGT
China	2	3.0	Electric Thunder Salutes
China	2	3.0	Fire Meteors
China	2	3.0	Five Colors
China	2	3.0	Flourishing
China	2	3.0	Flourishing w/ RST
China	2	3.0	Glitter Coconut
China	2	3.0	Glittering Silver to Blue Chrysanthemum
China	2	3.0	Glittering Silver to Green Chrysanthemum
China	2	3.0	Glittering Silver to Yellow Chrysanthemum
China	2	3.0	Gold Chrysanthemum with Blue Pistil
China	2	3.0	Gold Chrysanthemum with Blue Pistil with Gold Tail
China	2	3.0	Gold Chrysanthemum with Blue Pistil with Silver Tail
China	2	3.0	Golden Glittering Palm with Gold Tail
China	2	3.0	Golden Orchard
China	2	3.0	Golden Pheasant
China	2	3.0	Golden Rays with Blue Pistil
USA	2	3.0	Grand Celebration
USA	2	3.0	Grapes All Over The Vineyard
China	2	3.0	Green and Yellow Reflecting with Silver Tail
China	2	3.0	Green Chrysanthemum with Gold Tail
China	2	3.0	Green Chrysanthemum with Silver Tail
China	2	3.0	Green Crackling Willow
China	2	3.0	Green Peony
China	2	3.0	Green Peony w/ Blue Peony
China	2	3.0	Green Peony w/ Brocade Center w/ Gold Tail
China	2	3.0	Green Peony w/ Purple Pistil
China	2	3.0	Green Ring with Palm Pistil with Gold Tail
China	2	3.0	Green Ring with Palm Pistil with Silver Tail
China	2	3.0	Green to Silver Peony
China	2	3.0	Green to Yellow Peony with Palm Pistil
China	2	3.0	Half Blue & Half Silver Chrysanthemum
China	2	3.0	Half Blue and Half Green with Palm Pistil
China	2	3.0	Half Red & Half Blue Chrysanthemum
China	2	3.0	Half Red & Half Green w/ Palm Pistil
China	2	3.0	Half Red & Half Purple Chrysanthemum
China	2	3.0	Half Yellow and Half Blue Chrysanthemum with Gold Tail
China	2	3.0	Half Yellow and Half Blue Chrysanthemum with Silver Tail
USA	2	3.0	Happy Face Pattern
USA	2	3.0	Heart Pattern
China	2	3.0	Kamuro w/ Fuchsia Strobe
China	2	3.0	Mixed Orange & Yellow Dahlia

Shell Description

USA	2	3.0	Multi Color Peony w/ Crackling Tail
USA	2	3.0	Multi Reports
USA	2	3.0	Multi-Color Chrysanthemum w/ RGT
China	2	3.0	Orange Peony
China	2	3.0	Orange Peony w/ Palm Core w/ Tail
China	2	3.0	Orange Peony with Blue Pistil
China	2	3.0	Orange Peony with Crackling Pistil
China	2	3.0	Orchid
China	2	3.0	Peacock Tail
China	2	3.0	Peacock Tails with Gold Tail
China	2	3.0	Peacock Tails with Silver Tail
China	2	3.0	Pink Peony Silver Strobe w/ Silver Strobe Crossette w/ Silver Tail
China	2	3.0	Pink Peony with Purple Pistil
China	2	3.0	Pink Peony with Sparkling Silver Pistil
China	2	3.0	Purple Chrysanthemum with Silver Tail
China	2	3.0	Purple Glitter w/ Palm Core
China	2	3.0	Purple Peony
China	2	3.0	Purple Peony to Moving Silver Snakes w/ Silver Tail
China	2	3.0	Purple Peony with Brocade Center
China	2	3.0	Purple Peony with Red & Blue Pistil w/ Gold Tail
China	2	3.0	Purple Ring with Brocade Center
China	2	3.0	Purple, Red, Green, Yellow, Blue, & Crackling w/ Tails
China	2	3.0	Red & Blue & White Peony
China	2	3.0	Red & Blue Peony w/ Silver Tail
China	2	3.0	Red & White & Blue Glitter
China	2	3.0	Red Blue Silver Flashing w/ Brocade Silver w/ Blue & Red Pistil
China	2	3.0	Red Chrysanthemum & Glitter Palm Core
China	2	3.0	Red Chrysanthemum to Blue with Silver Center w/ Silver Tail
China	2	3.0	Red Chrysanthemum to Green with Red Center
China	2	3.0	Red Peony w/ Yellow Pistil w/ Crackling Tail
China	2	3.0	Red Peony with Gold Tail
China	2	3.0	Red Peony with Silver Brocade Pistil
China	2	3.0	Red Peony with Silver Tail
China	2	3.0	Red Strobe
China	2	3.0	Red to Crackling w/ Gold Palm Core
China	2	3.0	Red to Silver Diamond & Blue w/ Tail
China	2	3.0	Red to White Strobe & Blue
China	2	3.0	Red w/ Gold Palm
China	2	3.0	Red White Blue Peony
China	2	3.0	Silver Bees with Silver Tail
China	2	3.0	Silver Brocade to Orange
China	2	3.0	Silver Brocade to Pink
China	2	3.0	Silver Crackling Flowers
China	2	3.0	Silver Glitter Palm w/ Silver Tail
China	2	3.0	Silver Peony
China	2	3.0	Silver Peony with Red Ring
China	2	3.0	Silver Ring

Shell Description

China	2	3.0	Silver to Crackling w/ Red Pistil
China	2	3.0	Silver to Pink Peony w/ Blue Pistil w/ Silver Tail
China	2	3.0	Silver Tourbillions
China	2	3.0	Silver Wave to Blue
China	2	3.0	Singing Willow Warbler
China	2	3.0	Spangle Chrysanthemum w/ Variety Pistil
China	2	3.0	Sparkling Gold Lights
China	2	3.0	Sparkling Golden and Silver Lights with Gold Tail
China	2	3.0	Sparkling Golden Lights
China	2	3.0	Sparkling Silver Lights
China	2	3.0	Sparkling Silver Lights w/ Red & Blue Crossette w/ RST
China	2	3.0	Sparkling Silvery Lights
China	2	3.0	Star Pattern
China	2	3.0	Sunflower
China	2	3.0	Titanium Salutes
China	2	3.0	Titanium Salutes w/ Silver Tails
China	2	3.0	Triplet Bloom
China	2	3.0	Variety Peony w/Silver Palm Core
China	2	3.0	White Twinkling
China	2	3.0	White Twinkling w/ Red Palm
China	2	3.0	Yellow Bees
China	2	3.0	Yellow to Red Reflecting with Silver Tail

300

TOTAL 3" FINALE SHELLS

4" FINALE SHELLS

COUNTRY	QTY.	SIZE	DESCRIPTION
USA	3	4.0	Assorted Bees
China	3	4.0	Blue Crossette
China	3	4.0	Blue Crossette w/Crackle
China	3	4.0	Blue Peony with Yellow Pistil
China	3	4.0	Brocade Silver to Red
China	3	4.0	Brocade Silver to Blue
China	3	4.0	Color Peony
China	3	4.0	Golden Ribbon
China	3	4.0	Green Crossette
Spain	3	4.0	Kamuro w/ Fuchsia Strobe
China	3	4.0	Orange Crossette
China	3	4.0	Popping Flowers
USA	3	4.0	Rainbow Streamers
China	3	4.0	Red Crossette
China	3	4.0	Singing Willow Warbler
China	3	4.0	White Crossette
USA	2	4.0	White Mag

30

TOTAL 4" FINALE SHELLS

5" FINALE SHELLS

Shell Description

COUNTRY	QTY.	SIZE DESCRIPTION
China	3	5.0 Blue Crossette
USA	2	5.0 Bowtie Ring
China	2	5.0 Brocade Silver to Green
China	3	5.0 Crown to Multicolor w/ Gold Tail
China	3	5.0 Double Ring (Red Inner & Blue Outer)
China	3	5.0 Double Ring (Yellow Inner and Purple Outer)
China	3	5.0 Electric Thunder Salutes
China	3	5.0 Fire Meteors
China	3	5.0 Five Colors
China	2	5.0 Flourishing
USA	3	5.0 Golden Ribbon
China	2	5.0 Half Red & Half Blue Chrysanthemum
China	3	5.0 Popping Flowers
China	2	5.0 Red Crossette
China	3	5.0 White Crossette
40		TOTAL 5" FINALE SHELLS

6" FINALE SHELLS

COUNTRY	QTY.	SIZE DESCRIPTION
China	3	6.0 Blue Diamond
China	3	6.0 Brocade to Purple Stars with Brocade Tail
China	2	6.0 Color Waves with Silver Tail
China	2	6.0 Glittering Silver to Red Chrysanthemum
China	3	6.0 Gold Waves with Gold Tail
China	3	6.0 Green and Yellow Reflecting with Silver Tail
China	2	6.0 Green Chrysanthemum with Gold Tail
USA	3	6.0 Peacock Tails with Gold Tail
China	3	6.0 Red Peony with Silver Tail
China	2	6.0 Silver Ring with Silver Tail
China	2	6.0 Sparkling Silvery Lights
China	2	6.0 White Chrysanthemum
30		TOTAL 6" FINALE SHELLS

8" FINALE SHELLS

COUNTRY	QTY.	SIZE DESCRIPTION
USA	1	8.0 Brocade Silver to Blue Chrysanthemum
China	1	8.0 Half Red & Half Purple Chrysanthemum
2		TOTAL 8" FINALE SHELLS

10" FINALE SHELLS

COUNTRY	QTY.	SIZE DESCRIPTION
USA	1	8.0 Blooming Silvery
China	1	8.0 Brocade Crown
2		TOTAL 10" FINALE SHELLS

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 19, 2019**TYPE OF AGENDA ITEM:** Consent Agenda

TO: City Council**THRU:** Bragg Farmer, Finance Director
Lance Johnson, City Manager**FROM:** Lisa Firth, Interim Parks & Rec Director**DATE:** February 13, 2019**SUBJECT:** Destin's Independence Day Fireworks Bid Approval

I. BACKGROUND: The City of Destin outsources the annual Independence Day Fireworks Display. The Parks & Recreation Department does not have the proper licenses or expertise to perform this function; therefore it is necessary to contract with a reputable vendor who has the expertise, equipment, licensing and resources. Pyro Shows, Inc. has satisfactorily provided these services for over fifteen years.

II. DISCUSSION: In January, 2019 the City solicited contractors to bid on providing the City's Independence Day fireworks show; submittal was received from PyroShows, Inc (26,500.00).

A. Link to Strategic Goals / Objectives: Enhanced Quality of Life: Destin's show has gained the reputation of being the premier show on the Emerald Coast and serves to enhance the quality of life for our residents, visitors and businesses.

B. Effect on Budget (EOB): The total amount of the 2018 show, using Eglin Air Force Base property as the launch site is, \$26,500. Adequate funds have been included in the City's FY-2019 Special Events budget, item number 0157486-534000.

C. Level of Service (LOS): By contracting with PyroShow, Inc., who has a proven track record of fifteen year proven track record of exceeding the Expectations of our residents, visitors and businesses the City will be at a minimum maintaining its level of service to customers.

III. CONCLUSION: Staff recommends that the City contract with PyroShows, Inc. to provide the Independence Day fireworks show. PyroShows Inc. has been

conducted the last fourteen Independence Day fireworks shows for the City and has done so in a professional, world class manner. They work well with our partners from the USAF who allow the City use of their property as the launch site for the show.

They also work very well with the Jackson Guard who protect nesting turtles and other wildlife near the launch site. Most importantly the feedback from spectators viewing the show are always very positive prompting many visitors to return to Destin each year to see our fireworks show.

IV. RECOMMENDED MOTION: I move to adopt Resolution 19-02, awarding Pyro Shows, Inc. of LaFollette, TN to provide Destin' s Independence Day Fireworks show on July 4th and authorize the City Manager to execute the contract on behalf of the City.

Attachments:

1. Pyro Shows BID FY19
2. Pyro Shell Description FY19
3. 2-12-19 Bid Mtg



Post Office Box 1776
115 North 1st Street
LaFollette, TN 37766
Phone: (800) 662-1331
www.pyroshows.com

ESPN

Monday Night Football

Silver Jubilee Celebration
Abu Dhabi, UAE

Fourth of July Washington
Monument
Washington, D.C.

Southeastern Conference
Football/Basketball

Let Freedom Sing
Nashville, TN

Harborfest
Norfolk, VA

US Soccer
Hartford, CT

Red, Hot, & Boom
Altamonte Springs, FL

Rivercade Days
Sioux City, IA

Texas Motor Speedway
Fort Worth, TX

Dollywood
Pigeon Forge, TN

Riverbend Festival
Chattanooga, TN

Tennessee Titans Football
Nashville, TN

Silver Dollar City
Branson, MO

Lighted Boat Parade
Jacksonville, FL

Fourth of July
Fort Bragg, NC

Bristol Motor Speedway
Bristol, TN

Vulcan Park and Museum
Birmingham, AL

International Fireworks
Competition
San Sebastian, Spain

Stone Mountain Laser Show
Stone Mountain, GA

January 30, 2019

Mr. Lance Johnson
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

Re: Request for Bids NO.18-16-REC-Independence Day Fireworks Display

Dear Mr. Johnson,

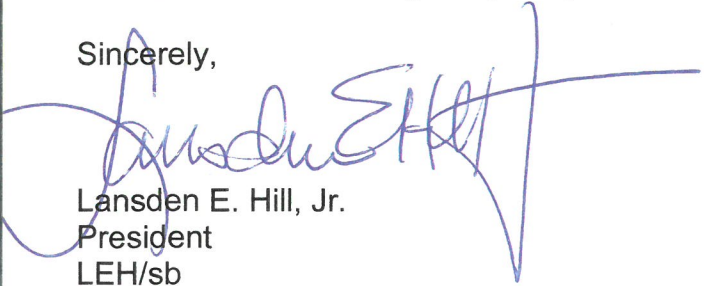
I am pleased to enclose a firework bid for the City of Destin for 2019 and the possibility of five (5) renewals.

Our bid includes all materials, labor, permits, and insurance to provide you with a safe and exciting 4th of July fireworks display. We have \$10,000,000 general liability insurance coverage. The City is named as Additional Insured at no cost. All Pyro Shows vehicles that carry explosives are covered by \$10,000,000 automobile liability. All of our employees are covered under workers compensation valid in the state of Florida.

Our bid price is \$26,500. That includes the extra cleanup on the beach the day following the show. Pyro Shows can discount the bid price by \$1,500 if the City of Destin can provide rooms for the crew. That would put our total bid at \$25,000 for 2019.

Thank you for allowing Pyro Shows the opportunity to provide you with a firework bid. We hope to have the chance to work for you throughout the term of this contract including all option years.

Sincerely,


Lansden E. Hill, Jr.
President
LEH/sb



Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Pyro Shows, Inc.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 1776	Requester's name and address (optional)	
6 City, state, and ZIP code LaFollette, TN 37766		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

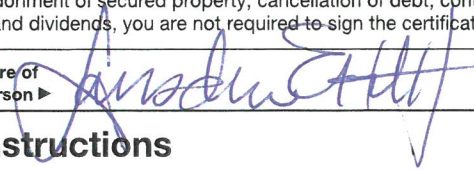
Social security number									
				-			-		
or									
Employer identification number									
6	2	-	1	4	2	1	5	5	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ► 1/30/19
-----------	--	-----------------------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

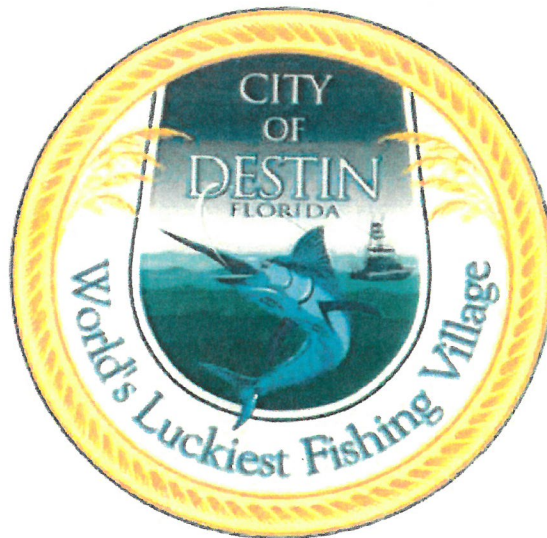
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT**

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS NO. 18-16-REC

INDEPENDENCE DAY FIREWORKS DISPLAY



January 2019

L. Johnson

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

BIDDER'S INITIAL HERE: LEH Page 1 of 11

CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed bids for its annual Independence Day Fireworks display held annually on July 4th. This will be a full-service contract. The show shall last a minimum of 22 minutes and include an accompanying soundtrack to be broadcast by the City's partner radio station. The successful bidder shall comply with all terms set forth in the contract and the City's agreement with Eglin Air Force Base for the use of USAF property as the launch site. Successful Bidder shall provide the City with proof of current Liability Insurance and Worker's Compensation Coverage. Vendors interested in this contract may obtain Proposal Documents and Specifications by contacting the City of Destin, City Clerk's Office at (850) 837-4242, between the hours of 8 a.m. and 5 p.m., Monday through Friday. A mandatory Pre-Bid meeting is scheduled on Thursday, January 17, 2019, at 1:30 pm. The meeting will be held at City Hall, 4200 Indian Bayou Trail. BIDS must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin Florida 32541, in a sealed envelope clearly marked "**RFB 18-16-REC, Destin's Independence Day Firework Display**" no later than **2:00pm (CST) FEBRUARY 7, 2019**, at which time they will be opened and read aloud. The City reserves the right to reject any and all Bids, to waive minor defects in the process, to take any other actions and to accept the bid deemed by the City to be in the City's best interest.



Lance Johnson
City Manager

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CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

REQUEST FOR BIDS NO. 18-16-REC:

- I. **PURPOSE:** The City prides itself on providing its residents and visitors with the best Independence Day pyrotechnics celebration on the Emerald Coast. The purpose of this Request for BIDS, (RFB #18-16-REC), is to secure sealed BIDS for the Independence Day Fireworks Display held annually on July 4th with a minimum duration of 22 minutes. The winning submitter will enter into a one-year contract beginning with the July 4th, 2019 fireworks show. The contract will be eligible for up to five (5) annual renewals as submitted when mutually agreed upon by both parties.
- II. **SCOPE OF WORK:** The Scope of Work requires the contractor to provide all: fireworks, labor, shipping, setup, cleanup of launching and staging areas, pre and post event security, permitting, insurance, equipment and any other associated items required to provide a professional, safe fireworks show. The Independence Day fireworks show date is July 4th with a rain date of July 5th. The fireworks show will be launched from a site determined by the City. Currently the City has an Agreement in place with the United States Air Force to utilize a section of their land located adjacent to the western jetty of East Pass as the launching site for the Independence Day Fireworks Show. The contractor is responsible for all materials, staffing, licensing, permitting, transportation, storage, site security, fire contingency and application of the work on a continuing contract basis. Along with the proposal package, the vendor shall provide the City of Destin with a list of the brands, size, quantity, cost of each shell, and the country where the shells originated. The successful bidder will be required to have a representative present at the annual Fireworks Safety Coordination meeting held each year approximately 7-10 days in advance of July 4th.

DETAILED PERFORMANCE SPECIFICATIONS

A. This is a one year continuing services contract beginning in 2019 renewable for five subsequent one-year contracts as submitted in bids for RFB 18-16-REC in the winning proposal if performance meets the City's expectations and both parties agree to the extension. Contractor must have adequate licensed personnel and equipment to complete the project within the time allocation. Bids are to include all costs associated with providing the specified full-service fireworks displays to include but not limited to: materials, labor, transportation, shipping, setup, site cleanup, site security, insurance, licensing, permits, equipment and any other associated cost to provide a safe, professional display.

Standard Specifications/Requirements:

- 1) Minimum Fireworks Show Duration: The July 4th display must be a minimum of 22 minutes.
- 2) Show must be synchronized to music that will be played through our local radio station. Vendor must provide City with the proposed musical accompaniment at least 8 weeks in advance for content approval and contact radio station determined by City and supply them with all necessary materials to produce a synchronized fireworks display.
- 3) Must provide transportation to and from the launch site located ½ mile on beach near the West Jetties of East Pass from the parking/staging area at the USAF Beach Club property. Transportation must be completed in compliance with all terms established in the City's Agreement with the USAF for use of their property for this event.
- 4) Set-up, execution and Clean-up must meet all specifications established in the USAF/City Agreement

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CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

for use of their property for this event. This includes but is not limited to: staying out of protected areas, mitigating for protected species nesting in the area and hand cleaning sand dunes and jetties where debris from the show has landed. Removal of all firework debris 2" or greater after the event. Disposing of trash generated by the event off site. Beach sweeping of the launch area will be coordinated by the City if requested to do so by the U.S.A.F.

- 5) A list of proposed devices to be discharged and their value. Any "low Level" devices (Cakes, Candles, Strobe Pots, Etc.) must be listed separately and described. Items attached to shells, such as comets, are not to be included in total shell counts. All aerial shells are to be listed separately and size quoted in diameter only.
 - 6) At least 10% of shells must be of American origin.
 - 7) Contractor is responsible for securing all permits, permissions, and approvals required based on the designated launch site and coordinating with all local, state and federal agencies/organizations as required.
 - 8) The City realizes that there is a wide range in the cost and quality of display fireworks. Total quantity of shells will not be a major factor in the award of proposal. The City believes that fireworks displays, by their nature, are a professional service and therefore the selection will be made based on subjective terms rather than quantitative. Heavy emphasis will be placed on the reputation of the company, the references supplied and past experiences with the company.
 - 9) Duration Shortfall Penalty: A penalty of \$1,000 per minute will be assessed at the City's discretion.
- B. Contractor must have adequate licensed personnel and equipment to complete the project within the time allocation and a minimum general liability & vehicle insurance policy of five million dollars.
- C. Within the parameters of the scope of work, the contractor shall bear responsibility for curing any and all damages to the launch site area and its grounds resulting from the execution of fireworks display.
- D. Payment of services will be paid accordance with the City of Destin's purchasing policy.

III. BID REQUIREMENTS: Mandatory documentation for responsive bids.

- a. Completed Bid Form including the number of years the firm has done business
- b. Completed IRS form W-9 [available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>]
- c. References: Provide the contact information for at least of your customers whom you have provided fireworks shows for within the last year, with value equal to or greater than your price quote.
- d. Current work commitments and staff available
- e. Evidence of all required federal, state and local license, certifications and permits to perform the service.
- f. Proof of required D.O.T. 5 million-dollar Vehicle Insurance
- g. Proof of eligibility to obtain adequate Liability and Workman's Compensation insurance coverage.
- h. List of the brands, size, cost and country of origin for each shell.
- i. One original hard copy, Six (6) hard copies and one electronic copy of your bid submission.
- j. Completed Drug Free Workplace and Public Entity Crime forms.
- k. Contractor must initial each page of RFB 18-16-REC acknowledging all terms as outlined.
- l. Security Plan (site specific).
- m. Fire Contingency Plan (site specific).
- n. Attendance at mandatory pre-application meeting (January 17, 2019 at 1:30 pm at Destin City Hall).

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CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

- IV. **SUBMITTAL REQUIREMENTS:** Each Bid shall include, in the following order, the mandatory information outlined below to be considered responsive. Bids not meeting these requirements may be considered with minor discrepancies.
- A. **Bid Form.** Your completed Bid Form (form contained within this RFB) shall precede all other required documents.
 - B. **Equipment & Personnel.** List of equipment and personnel to support the Bidder's ability to adequately complete the work to the satisfaction of the City.
 - C. **References.** A list of not less than three (3) references similar both in scope and type of work which your company has successfully completed within the past five (5) years. References shall include contact names, addresses, phone numbers, email addresses and dates of service for each project. The contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person must be informed they are being used as a reference and that the City may be contacting them. Do not list persons who are unable to answer specific questions regarding the requirements. Only those Bidders showing acceptable experience in work of this nature will be considered eligible.
 - D. **Licensing.** Each Bid shall contain evidence of proper licensing to perform required services in the State of Florida, Okaloosa County, and City of Destin.
 - E. **Public Entity Crime Form.** Each Bid shall contain a completed Public Entity Crime Form, a copy of which is attached, pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any Bid from or award any contract to, or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.
 - F. **Disclosure.** Each Bid is subject to the provisions of Florida Statutes, Chapter 112, providing that all Bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all Bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.
 - G. **Joint Ventures.** Firms submitting Bids as a joint venture shall submit to the City, as part of Bids, a copy of any joint venture agreement.
 - H. **Drug - Free Workplace Program.** Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more Bids, which are equal in respect to quality and service, are received and rated by the City. Bidders intending to demonstrate a Drug-Free Workplace Program shall provide a Drug-Free Workplace Certification form with the RFB submittal a copy of which is attached.
 - I. **Sealed Submittal Packages.** All Bids to be considered must be in the possession of the Destin City Clerk no later than 2:00 p.m. CST, on Thursday, **February 7, 2019**. Bids may be mailed or delivered to the Office of the City Clerk at the address below. An original plus six (6) copies of the Bid and one (1) electronic copy of the Bid shall be submitted in a sealed envelope clearly marked "**RFB 18-16-REC, Destin's Independence Day Firework Display**" and note the

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CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

time and date of the opening. Regardless of method of delivery, each responder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Bids offered or received after the time set for the Bid Opening will be rejected and returned unopened to the Bidder

MAILING AND HAND-DELIVERY ADDRESS:

City of Destin
ATTN: City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

- J. **Bid Opening.** Bids are presently scheduled to be opened publicly and read aloud at 2:00 p.m. CST, on Thursday, **February 7, 2019** in the City of Destin, City Hall, 4200 Indian Bayou Trail, Destin, Florida. The City's Bid Committee will review all Bids and forward their recommendation to the City Council for award.
- K. **Notification.** Questions or requests for Bid documents, plans and specifications regarding RFB No. 18-16-REC may be directed to the individuals below:
- | <u>For Technical Questions</u> | OR | <u>For Administrative Questions</u> |
|--|----|--|
| Lisa Firth, Interim Parks & Recreation Director | | Rey Bailey, City Clerk |
| City of Destin | | City of Destin |
| 4200 Indian Bayou Trail | | 4200 Indian Bayou Trail |
| Destin, Florida 32541 | | Destin, Florida 32541 |
| lfirth@cityofdestin.com | | (850) 837-4242 |
| | | ClerksDepartment@cityofdestin.com |
- L. **Responsive Bids.** Only those Bids fulfilling all requirements outlined in this RFB will be considered.
- M. **Bid Evaluations.** The Bid Committee shall evaluate each responsive Bid based on the requirements established herein and recommend the best offer(s) to the City Council for award of contract(s). The Bid Committee will evaluate the Bids and quotations from Bids submitted and will ask questions of a clarifying nature, if necessary. The Bid Committee reserves the right to negotiate terms of services with the lowest responsive and responsible bidder(s) or recommend awarding the bid to a bidder who did not submit the lowest responsive bid when it serves the best interest of the City.
- In determining the "most responsive, responsible Bidder," the City shall consider:
- The most advantageous prices contained in the bid.
 - The ability, capacity and skill of the Bidder to perform the contract or provide the service required.
 - Whether the Bidder can perform the contract or provide quality service promptly or within the time specified, without delay or interference for the categories stated on the bid form.
 - The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
 - The quality of performance of previous contract of services, including, but not limited to, City contracts.
 - The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service.
 - The sufficiency of the financial resources and ability of the Bidder to perform the contract or

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CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

provide the service.

- The number and scope of conditions attached to the bid.
- The overall cost to the City.
- The best interests of the City.

N. Final Offer. The Bid, as submitted, will be considered to be the last and final offer. The Bid shall remain binding ninety (90) calendar days after the closing date of the request.

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

P. Insurance. Provide proof of the Proposer's ability to maintain the required minimum insurance amount of \$5,000,000 for Auto liability (including bodily injury and property damage).

Provide Comprehensive General Liability: Coverage must be afforded on a form no more restrictive than the latest edition of the comprehensive General Liability Policy filed by the Insurance Services Office and must include:

1. Minimum limits of \$1,000,000 per occurrence and \$5,000,000 aggregate combined single limit for Bodily Injury Liability and Property Damage Liability
2. Premises and Completed Operations
3. Independent Collectors and Contractors
4. Contractual Coverage applicable to this specific contract including any hold harmless and indemnification agreement.
5. Additional Insured - The City and the U.S.A.F. shall be specifically included as additionally insured.

Provide Workers Compensation And Employer's Liability:

1. Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; \
2. Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
3. The Contractor, and its insurance carrier, waives all subrogation rights against the City of Destin, its officials, employees and volunteers for all losses or damages which occur during the contract period, whether the suit is brought during the contract period or not. The City requires all policies to be endorsed with WC 00 03 13 Waiver of our Right to Recover from others or equivalent.

Insurance Certificate Requirements

- a. The Contractor/Vendor shall provide a Certificate of Insurance to the City within thirty (30) days of the contract's execution. The City shall be shown as an Additional Insured with a Waiver of Subrogation where appropriate.
- b. The Contractor/Vendor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation, ten (10) days' notice if cancellation is for nonpayment of premium.
- c. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is

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CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

- renewed) or prior.
- d. The Agreement, Contract, Event Dates, Bid number or other identifying reference must be listed on the certificate.

Q. Other Documentation. Any other documentation requested by the City within this RFB.

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

Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.

Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

S. No Contact Clause. All prospective Respondents are hereby instructed NOT to contact any member of the City of Destin, City Council, City Manager, or City of Destin staff member other than the authorized City contact person identified in this Solicitation, or the City's designated procurement staff member, regarding this solicitation package, or the Respondent's submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact may be cause for rejection of your submittal.

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

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CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

BID FORM: RFB 18-16-REC

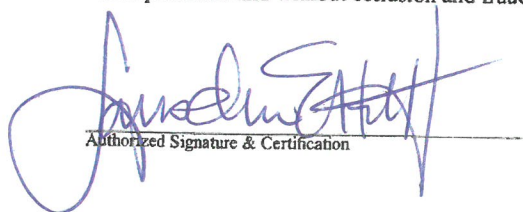
THIS BID SUBMITTED BY: (PLEASE TYPE OR PRINT ALL INFORMATION)

Authorized Representative's Name and Initials	NAME Lansden E. Hill, Jr.	INITIALS LEH
Authorized Representative's Title	President	
Company Name	Pyro Shows, Inc.	
Primary Address	P.O. Box 1776 115 N 1st Street	
City, State, Zip Code	CITY LaFollette TN	STATE TN ZIP CODE 37766
Telephone & Fax Numbers	TELEPHONE 423-566-5729	FAX 423-562-9171
Email Address	lansden@pyroshows.com	
Number of Years In Business	50	Web Site Address: www.pyroshows.com

Please Enter Your All-Inclusive Bid	LUMP SUM BID
PYROTECHNICS DISPLAY: INCLUDING ALL COSTS REQUIRED TO PRODUCE A SHOW OF THIS NATURE TO INCLUDE, BUT NOT BE LIMITED TO: TRANSPORTATION, SET-UP, SECURITY, FIRING AND REMOVAL OF ALL SUPPLIES, MATERIALS, DEBRIS AND TRASH FROM THE LAUNCH SITE AND SURROUNDING AREAS.	\$ 26,500.00

In accordance with your Request for BIDS, instructions and specifications, attached hereto, and subject to all conditions thereof, I (we), the undersigned, hereby propose and agree if this bid is accepted, to contract with the City of Destin, Florida as a continuing services provider, to furnish any items or service requested herein RFB 18-16-REC and deliver same without additional cost to the City of Destin.

The undersigned further declares that he/she has carefully examined the specifications of RFB 18-16-REC and is thoroughly familiar with them and their provision(s). He/She further declares that no other person than the proposer herein named has any interest in this proposal or in the contract to be executed, and that it is made without any connection with any other person(s) making proposal for the same articles, and it is in all respects fair and without collusion and fraud.


 Authorized Signature & Certification

1/30/19
 Date

Lansden E. Hill, Jr. President
 Printed Name & Title

END OF BID FORM

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CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for:
2. This sworn statement is submitted by PYRO SHOWS, Inc whose business address is:
P.O. Box 1796 LaRochelle TN 37760
62-1421555
- and (if applicable) Federal Employer Identification Number (FEIN) is 62-1421555. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
3. My name is Lansden E. Hill 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)

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

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

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

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

Authorized Signature

Date

STATE OF FLORIDA, COUNTY OF

Campbell Co.

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 30 day of Jan, 2019, and is personally known to me, or has provided as identification.

Notary Public My Commission expires:

9/13/2020

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CITY OF DESTIN, FLORIDA
RFB NO. 18-16-REC
INDEPENDENCE DAY FIREWORKS DISPLAY-CONTINUING SERVICE CONTRACT

ATTACHMENT #2

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

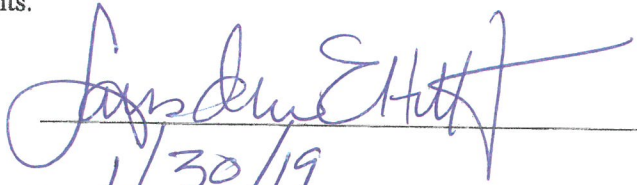
SIGNATURE:

DATE:

COMPANY:

STREET ADDRESS:

CITY, STATE:


1/30/19
Pyro Shows, Inc.
P.O. Box 1776 115 N 1st Street
LaFollette TN 37766

BIDDER'S INITIAL HERE: LEH Page 11 of 11

RESOLUTION 19-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, RENEWING THE INDEPENDENCE DAY FIREWORKS CONTRACT FOR JULY 4TH, 2020 BETWEEN THE CITY OF DESTIN AND PYROSHOWS, INC.; PROVIDING FOR AN EFFECTIVE DATE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT EXTENSION FOR AND ON BEHALF OF THE CITY OF DESTIN.

WHEREAS, Pyroshows, Inc., has adequately provided Destin's Independence Day Fireworks show for the past 16 years; and

WHEREAS, the City desires to continue to secure pyrotechnic services with Pyroshows, Inc. as detailed in the original contract; and

WHEREAS, the original contract provides for up to five one year contract extensions when mutually agreed upon by both parties; and

WHEREAS, this constitutes the first such extension as provided for in the original contract; and

WHEREAS, Pyroshows, Inc., Inc. has agreed to render the City of Destin pyrotechnic services for which the City desires to contract.

NOW, THEREFORE, BE IT RESOLVED that the City of Destin, by and through its Council, formally accepts and adopts the first of five Annual Contact Extensions between the City of Destin and Pyroshows, Inc., for the provision of Destin's annual Independence Day Fireworks display to be held on July 4th, 2020.

BE IT FURTHER RESOLVED that the City Manager of the City of Destin is formally authorized to execute the contract extension for and on behalf of the City of Destin, which Agreement is attached and made a part hereof.

ADOPTED THIS 16th DAY OF SEPTEMBER 2020
BY:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

The form and content of the above Resolution is hereby approved for legal sufficiency

Kyle Bauman, City Attorney



CONTRACT EXTENSION AGREEMENT FY-2020

INDEPENDENCE DAY FIREWORKS DISPLAY

This agreement dated the 16th day of September 2019 is between the City of Destin, Florida Municipal Corporation, of 4200 Indian Bayou Trail, Destin, Florida 32541 and Pyro Shows, Inc, of 701 West Central Avenue, La Follette, TN 37766 to provide the City of Destin's 2020 Independence Day Fireworks Display on July 4th, 2020 (Rain date; July 5th, 2020).

It is expressly agreed by the parties that this is the first of five extensions to the Contract (RFB No. 18-16-REC) originally approved by the Destin City Council on February 19, 2019 and the original is made a part hereof as though expressly rewritten, incorporated and included herein.

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

The Pyro Shows, Inc. shall comply with Florida Public Records Laws, specifically to:

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.

Specifically, the CONTRACTOR must:

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.

The City Council authorized this contract extension on September 16, 2019.

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

CITY OF DESTIN

X_____	_____	X_____	_____
Witness Signature	Date	Lance Johnson, City Manager	Date
X_____	_____	X_____	_____
Witness Signature	Date	Attest: Rey Bailey, City Clerk	Date

PYRO-SHOWS, INC.

X_____	_____	X_____	_____
Witness Signature	Date	Authorized Pyro Shows, Inc. Representative	Date
_____		_____	
Printed Name And Title		Printed Name And Title	

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 16, 2019**TYPE OF AGENDA ITEM:** Consent Agenda

TO: City Council**THRU:** Lance Johnson, City Manager**FROM:** Michael Burgess, Public Services Director**DATE:** 09/10/19**SUBJECT:** Approval of selected vendors for Engineering Consulting Services for the City of Destin

I. BACKGROUND: For several years the City of Destin had three professional engineering consulting firms under continuing services contracts. Due to issues with existing projects and changes within existing consulting firms affecting their ability to perform the City's work, only one consulting firm remains, that being Jenkins Engineering. The City Manager authorized the Department of Public Services to develop a Request for Qualifications to seek additional consultants in order to have multiple firms under contract providing the City with greater flexibility and timelier services when needed. We prepared a Request for Proposal numbered 19-01-PS which was advertised in July 2019. Proposals were opened on Thursday August 15, 2019 at 2:00 p.m. CDT. At that time, the City received a total of 6 submittals.

The six firms that submitted RFQs were:

- Alday-Howell Eng.
- Baskerville-Donovan
- Dewberry Engineering
- HG Engineers
- Taylor Engineering
- Volkert Inc.

II. DISCUSSION: After receipt of the submittals, the Bid Committee met on August 27, 2019 to review the bid packages and discuss the scoring mechanism (the four criteria identified in the RFQ, which does not include a locality factor so

firms could be used for certain grant projects). The Committee met again on September 10, 2019 to turn-in their individual scoresheets and determine the top three firms to propose to Council. The recommended firms from the Committee include (in alphabetical order):

- Baskerville-Donovan
- Dewberry
- Volkert

A. Link to Strategic Goals / Objectives: From FY20-FY24 Strategic Goal Table

Goal #2: A Green and Sustainable Environment

Goal #3: Improved Mobility and Connectivity

Goal #4: Enhanced Quality of Life and Safety for Families

Goal #5: Economic Development and Revitalization

Goal #6: Effective, Efficient and Aesthetically-Pleasing Infrastructure

B. Effect on Budget (EOB): The City has budgeted funds in the FY20 budget for professional engineering services and portions of the Capital Improvement Projects include engineering services.

C. Level of Service (LOS): All engineering services utilized by the City should result in improvements to the Level of Service.

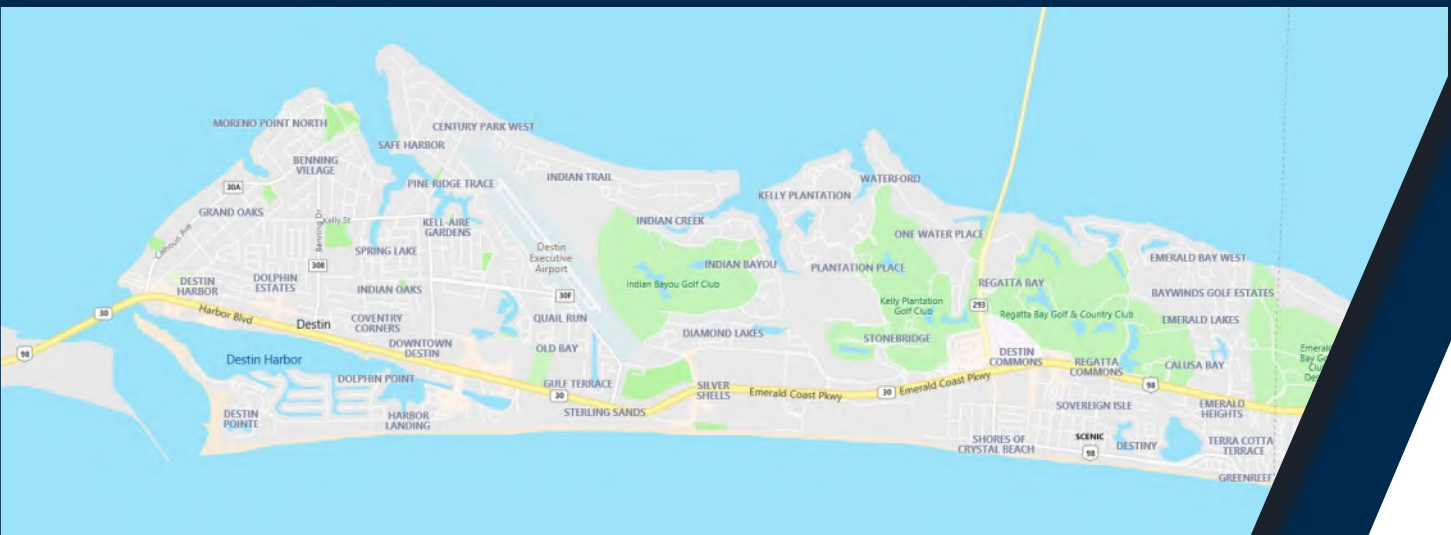
III. CONCLUSION: The City received six responsive proposals for consulting engineering services for the City of Destin. The proposals were reviewed and scored by 5 members of the Bid Committee. The Bid Committee recommends that Baskerville-Donovan, Dewberry and Volkert be retained for professional engineering services for the City of Destin.

IV. RECOMMENDED MOTION: I move that Council authorize the City Manager to negotiate and execute a professional services agreement with the top ranked firms of Baskerville-Donovan, Dewberry and Volkert for professional consulting engineering services for the City of Destin.

Attachments:

1. Volkert Destin Professional Services Submittal
2. Baskerville-Donovan, Inc. Professional Services Submittal
3. Dewberry Engineers Inc. Professional Services Submittal
4. 19-01-PS, Professional Eng Svcs score sheet

5. 9-10-19 Bid Mtg Engineering
Services DRAFT MINUTES
6. RFP 19-01-PS Engineering &
Professional Consulting Svcs



Request for Qualifications

RFQ No. 19-01-PS

Engineering and Professional Consulting Services

August 15, 2019



VOLKERT



TRANSPORTATION ▼ ENERGY ▼ WATER ▼ ENVIRONMENT

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

Volkert, Inc.
14101 Panama City Beach Parkway,
Suite 190
Panama City Beach, FL 32413
www.volkert.com
850-588-1618

VOLKERT

August 15, 2019

RE: Qualifications to provide engineering and professional consulting services *RFQ No. 19-01-PS*

Volkert, Inc., (Volkert) is pleased to provide our qualifications to the City of Destin for the above referenced continuing services contract. We have assembled a team of well-qualified professionals who present a range of expertise and experience to complete any assigned tasks anticipated for this contract. We have prepared our submittal in accordance with the RFP dated July 15, 2019.

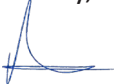
Mike Warnke, PE, ENV SP, will serve as **Principal-in-Charge/Project Manager** with over 23 years engineering experience in the Northwest Florida area. His services since joining Volkert in 2014 have included a variety of projects focusing on infrastructure improvement with projects ranging from drainage improvements, to roadway and bridge design, force main upgrades, sidewalks/multi-use paths, stream/dam restoration, and recreational facility master plans. He will lead the efforts on this contract and serve as the main point of contact for the City throughout the duration of the contract. As part of our team "license" section we have provided a copy of our Corporate Resolution giving Mr. Warnke authorization to bind the company with the City on this contract.

Throughout our history, Volkert has served municipal and local government needs, often in the context of "stand-by" or "on-call" master contracts. In these kinds of contracts, we understand the importance of functioning as an extension of City staff, of being flexible and responsive, and of providing timely and accurate service when called upon.

Volkert's recent Northwest Florida experience includes roadway and bridge design, stormwater/drainage improvements, planning, traffic engineering, bridge inspection, Athletic Field design, park design, Living Shorelines, stream restorations and construction inspection services for municipalities and the FDOT including the City of Pensacola, City of Milton, Escambia County, Santa Rosa County, Okaloosa County, Bay County, and the City of Panama City, Florida.

Volkert will manage this project from our office in Panama City Beach, Florida (address above) with a project team that is ready to begin providing services to the City upon notice to proceed. We look forward to working with the City on any tasks assigned through this contract. The Volkert Team is committed to fulfilling the City's mission to improve the safety and welfare of the public. We look forward to discussing this opportunity in greater detail. Feel free to contact me via my cell phone at 1-850-512-8935 or via e-mail at mike.warnke@volkert.com with any comments or questions you may have.

Sincerely,



Mike Warnke, PE, ENV SP
Project Manager, Assistant Vice President/NWF Leader



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RESPONDENT'S QUALIFICATION STATEMENT

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

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

Submitted By: Volkert, Inc.

Name: Mike Warnke, PE, ENV SP

Address: 14101 Panama City Beach Parkway, Ste 190

City, State, Zip: Panama City Beach, FL 32413

Telephone No.: 850-588-1618

Fax No.: N/A

Check One

Corporation

Partnership

Individual

Other

☒
☐
☐
☐

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

The correct name of the Respondent is: Volkert, Inc.

The address of the principal place of business is: 14101 Panama City Beach Parkway, Ste 190
Panama City Beach, FL 32413

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

- a. Date of Incorporation: 12/15/1986
- b. State of Incorporation: Alabama
- c. President's name: Jerry Stump, PE
- d. Vice President's name: Michael Warnke, PE, ENV SP
- e. Secretary's name: Roger Guilian, SR
- f. Treasurer's name: Mike Sampson
- g. Name and address of Resident Agent: Michael Warnke, PE, ENV SP

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

a. Date of organization: N/A

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

N/A

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

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

N/A

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

N/A

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

94

Under what other former names has your organization operated?

Volkert & Associates, Inc. (Est. 1999); David Volkert & Associates, Inc. (Est. 1963);

Ewin Engineering (Est. 1949); J.P. Ewin, Inc. (Est. 1946); Doullut & Ewin, Inc. (Est. 1925)

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.

PE License Number CA4641 (expires Feb. 2021) - License attached on next page

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

Volkert has not failed to complete any work assigned. Our firm is reliable and does not submit our qualifications for projects that we cannot complete to the satisfaction of our clients.



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

VOLKERT, INC.

3809 MOFFETT ROAD
MOBILE AL 36618

LICENSE NUMBER: CA4641

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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

See attached statement of qualifications document

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

Mike Warnke, PE, ENV SP

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

Roger Guilian, J.D., General Counsel, Vice President

11 N. Water Street, Suite 18290, Mobile, AL 36602

251-342-1070

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

Volkert is an Employee Owned firm with no member of the firm having more than 5% stake in the company.

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

Volkert Global, 302 Innovation Drive, Suite 100, Franklin, TN 37067, S-Corporation

Volkert, Michigan, 11 N Water Street Suite 18290, Mobile, AL 36602, S-Corporation

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

		Revenue Index Number
a.	Government Related Work	4
b.	Non-Governmental Related Work	7
	Total Work (a + b):	9

Revenue Index Number

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

15. **Bank References:**

Bank	Address	Telephone
Regions Bank	11 N Water Street, Mobile, AL 36652	251-690-1087 (Contact Chris Esfeller)

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

Volkert has a history of completing projects on-time and within established budgets for our clients by realistically planning, adhering to a written schedule, and meeting regularly to discuss issues or problems that need to be addressed.

See attached SOQ for additional information.

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

Our proven Quality Control Process engages two professionals who will evaluate and review all deliverables produced by the Volkert team (including deliverables produced by subconsultants). The project specific Quality Assurance plan, that will be developed at project kick-off, will detail the steps required for all documentation; client and team communication; and contract, schedule, and budget compliance reviews

See attached SOQ for additional information.

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

24-48 hours, typically if additional research is required for the response it may take a little longer

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

N/A Volkert has not filled for bankruptcy

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

Volkert does not have any pending litigation that will affect the performance of services under this contract. A list of lawsuits can be found on the following pages.



PAST, CURRENT, AND PENDING LITIGATION (LAST 5 YEARS)

Volkert does not have any pending litigation or investigation that will affect the performance of the services to be rendered under this contract. As is the normal course of business for any successful professional services firm, Volkert manages some unavoidable lawsuits, claims and other issues which are common to large public infrastructure endeavors. Volkert carries professional liability insurance, commercial general liability insurance and worker compensation insurance to protect it against losses and damages.

Volkert does not have any work failed to complete in the last five years. Our firm is reliable and does not submit our qualifications for projects that we cannot complete to the satisfaction of our clients.

A detailed list of lawsuits in which our Team (firms, officers, or individuals) is involved, relative to services is outlined below. We do not anticipate these lawsuits to affect this contract.

Howard Webb

Status: Settled

Project Wastewater Facilities for Southeastern Mobile County, AL.

Nature of Claim(s) Personal injury plaintiff who worked for a construction company, who is preempted by worker compensation statute, has issued a dispute to bring Volkert into the case for his on-the-job injury because he cannot pursue his employer or co-workers who caused his on-the-job injury. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style Howard Webb v. C.B. Developers, Inc., et al.
Civil Action No.: CV-2016-902049.00
Circuit Court of Mobile County, Alabama

Corky Wayne Priest

Project N/A

Nature of Claim(s) Alleged soft-tissue car wreck plaintiff suing for low-speed impact rear-end collision with Volkert vehicle. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style Corky Wayne Priest v. William Laroy Squires, Jr.,
Civil Action No.: CV-2017-902668.00
Circuit Court of Mobile County, Alabama



L&A Contracting Co., Inc.

Project US 11 Lake Pontchartrain Bridge Rehab, Phase 1

Nature of Claim(s) Plaintiff Contractor alleges that the Louisiana Department of Transportation & Development, through Volkert and SDR as engineering firms and/or consultants, failed to perform their duties in a timely and professional manner resulting in additional work and causing delay, disruption, and other related damages to L&A. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style L&A Contracting Co. v. Louisiana Department of Transportation & Development, et al.

Case No. 661457

19th Judicial District Court for the Parish of East Baton Rouge

Markham-Peachtree Storm Drain Improvements

Project Markham-Peachtree Storm Drain Improvements – Slidell, LA.

Nature of Claim(s) Two sets of homeowners complain that construction caused their nearby homes to crack and settle. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style Gaspar & Erin Saldibar v. Command Construction, et al.

Case No. 2017-12354

22nd Judicial District Court for the Parish of St. Tammany

John & Christina Holm v. Command Construction, et al.

Case No. 2018-10205

22nd Judicial District Court for the Parish of St. Tammany

City of Walker, Louisiana – I-12 Flood Case

Project I-12 Widening O’Neal Lane Interchange to Pete’s Highway East Baton Rouge & Livingston Parishes

Nature of Claim(s) City of Walker, Louisiana has sued the Louisiana Department of Transportation & Development and others over the 1,000-year rain event that hit western Louisiana in 2016. The Plaintiff claims that newly widened I-12 through the area – specifically the FHWA-mandated centerline barrier walls – exacerbated the flooding. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style City of Walker, LA. v. LDOTD, et al.

Case No. 654278

19th Judicial District Court for the Parish of East Baton Rouge

James Construction Group, Inc. adv. Volkert, Inc. (Arbitration)

Status: Settled

Project I-269 Coldwater Creek

Nature of Claim(s) Design-Build Contractor client who underbid project is alleging that Volkert’s geotechnical engineer committed one or more negligent errors and omissions relative to soils reports and recommended concrete mix for pile-driving operations. The Owner, Volkert, and the geotechnical engineer, however, alerted the Contractor to the presence of sulfates in the soil, as well as the fact that the Contractor’s proposed concrete mix would not work. Contractor also making allegations relative to seismic conditions. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style N/A



Mobile Area Water and Sewer System (MAWSS) Outfall Line (Mobile, AL)

Project MAWSS Outfall Line, Phase B Improvements

Nature of Claim(s) Contractor who was terminated by Owner for falling behind construction schedule and refusing to perform change order work has sued the Owner and Volkert. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style Hughes Plumbing & Utility Contractors, Inc. V Board of Water and Sewer Commissioners of the City of Mobile, Alabama, et. al.
Civil Action No. 02-CV-2015-901468
13th Judicial Circuit of Alabama.

I-10 Veterans Parkway Litigation (New Orleans, LA)

Project I-10 Veterans Parkway to Clearview Interstate Widening

Nature of Claim(s) Homeowner complaints about construction equipment and pile-driving operations. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style Richard Bagot, et al. v. James Holdings, LLC, et al.
Docket No. 734-522-O
24th Judicial District Court for the Parish of Jefferson, Louisiana
Ninon Ledesma v. James Holdings, LLC, et al.
Docket No. 734-602-M
24th Judicial District Court for the Parish of Jefferson, Louisiana

Rodriguez Family Motor Vehicle Accident Claim

Not related to a project

Nature of Claim(s) Former EE rear-ended the Rodriguez family on Maitland Avenue in Maitland, FL on December 13, 2016. Multiple alleged injuries. Volkert disputes the allegations in this matter, and is defending itself vigorously.

No lawsuit. Claimants and Volkert/Volkert insurer working on settlement at this time.

Case Style N/A

Amber Marie Carlock v. Chad Connell, et al.

Nature of Claim(s) Lawsuit over June 17, 2016 car wreck. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style 9th Judicial Circuit for Orange County, FL
Case No. 2017-CA-010848-O

Arlette Bridges v. St. James Parish School Board, et al.

Nature of Claim(s) Slip-and-fall where Plaintiff claims to have slipped in mud on a sidewalk near school construction site and cut her knee. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style 23rd Judicial District of Louisiana, Parish of St. James
Case No. 00038822



Carolyn Hammell & Bonderia Lyons, et al. v. Granite Construction Co., et al.

Nature of Claim(s) 100+ property owners adjacent to major interstate and overpass rehabilitation project in the Birmingham CBD allege to have suffered property damage and personal injury from dust kicked up by construction activities. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style Circuit Court of Jefferson County, AL.
Case No. 01-CV-2018-903007.00

Radames Anthony Beltre v. City of Fairfax, VA., et al.

Nature of Claim(s) Lawsuit over single-vehicle accident in which Plaintiff “bottomed out” on a small water main on a milled-up roadway. Plaintiff claims to have suffered personal injuries after getting his car stuck on the water main. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style Circuit Court of the County of Fairfax, VA.
Case No. 2018-6730

Jerica Jones (Estate of Kenneth McNeil) v. James Construction Group, et al.

Nature of Claim(s) Decedent Kenneth McNeil was killed when his vehicle was rear-ended by an 18-wheeler on I-10 in a construction zone in Lafayette Parish, LA. Personal representative of Mr. McNeil’s estate is suing the trucking company and all companies who were involved in the construction project. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style 151st Judicial District Court of Harris County, TX
Case No. 201911070

Hemphill Construction Co. v. City of Biloxi, MS., et al.

Project: Reynoir Street – Biloxi Infrastructure Buena Vista West

Nature of Claim(s) General contractor has run into AT&T duct bank that contractor claims was not called out in utility locations in the plans. Contractor seeking damages for delay and additional field services. Volkert was not tasked with located subterranean utilities, and was only contracted to perform utility survey of known utilities.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style In the Second Judicial District of Mississippi – Harrison County
Case No.: A2042-2019-49

Oscar Renda Construction Company Claim (same project – not a lawsuit but is a claim).

Project: Reynoir Street – Biloxi Infrastructure Buena Vista West

Nature of Claim(s) ORC is seeking damages for tear-out of curb-and-gutter that it claims is the result of engineering design error. Volkert is defending this claim.

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

N/A no principals or officers of the firm have been listed as defendants in criminal proceedings or hearings concerning business related offenses.

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

N/A no principals or officers of the firm have been convicted of a public entity crime, disbarred, or suspended from bidding on any government agency

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

(Signed) _____

(Title) Assistant Vice President/NWF Lead

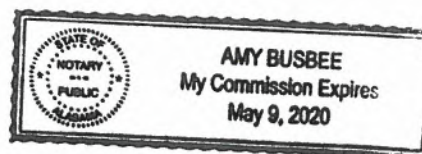
Subscribed and sworn to before me

This 9th day of August, 2019

Notary Public (Signature)

My Commission Expires:

5-9-2020

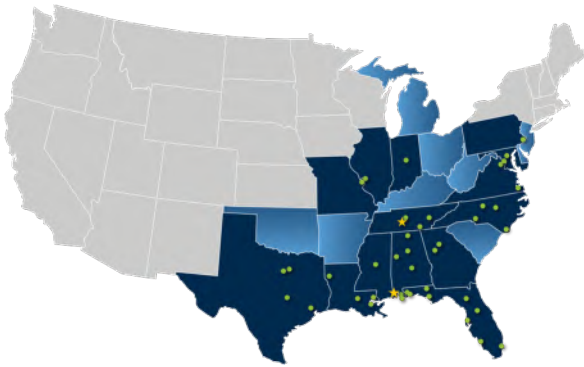




TEAM OVERVIEW/HISTORY

Firm's Proposal (Team Overview/History/Experience)

Volkert, Inc. (Volkert) is an employee-owned professional services firm focused on infrastructure engineering, serving state and federal agencies, local and municipal governments, and private industry. Founded in 1925, Volkert has grown from a regional engineering firm to include a nationwide client base.



With corporate offices in Mobile, Alabama, and Franklin, Tennessee (near Nashville), Volkert is active in over 20 states and the District of Columbia, with experience and/or professional licenses to serve clients nationwide.

Volkert opened its Pensacola office in 1994, building upon the firm's longtime partnership with the Florida Department of Transportation (FDOT) and local municipalities and has seen it expand to several offices in Northwest Florida to better serve our clients. In Northwest Florida alone we have offices in Panama City Beach, Pensacola, Chipley, and Gulf Breeze, Florida. Volkert's Panama City Beach office will lead the services for this project with support from our other offices as necessary.

Volkert's recent Northwest Florida experience includes roadway and bridge design, stormwater/drainage improvements, planning, traffic engineering, bridge inspection, Athletic Field design, park design, Living Shorelines, stream restorations and construction inspection services for municipalities and FDOT including the City of Pensacola, City of Milton, City of Panama City, Escambia County, Santa Rosa County, Okaloosa County, and Bay County, Florida. This includes both planned and emergency repair contracts.

The company ranks among the top 100 engineering firms in the United States—#87 overall and #68 among pure design firms in the "2019 Top 500 Design Firms" published by Engineering News-Record. Volkert was featured in the 2017 Tampa Bay Business Journal's list of top engineering firms.

The firm's staff of more than 1,100 professionals includes planners, multi-disciplinary engineers, construction engineers, environmental specialists, program managers, construction managers, real estate specialists, and landscape architects. Our professionals are supported by a full-service team of CADD operators; GIS technicians; financial analysts; computer specialists; cost estimators and office support.

Our firm includes:

- ▼ Experienced civil, structural, utility, and electrical engineers
- ▼ Licensed and experienced surveyors
- ▼ Comprehensive environmental services
- ▼ Full range of construction management and CEI services

This extensive roster of services, combined with our diverse staff and project experience, allows us to take projects from the planning stages through construction while representing our clients' best interest. We have provided services in Florida for more than 40 years and believe our local expertise can provide the City with the level of experience and innovation that has been our hallmark since 1925.

ACTIVE THROUGHOUT	THE EASTERN AND CENTRAL US
40	with over OFFICES
EMPLOYEE- OWNED	WITH OVER
1,100	STAFF
CONSISTENTLY RANKED	AMONG THE TOP
100	ENGINEERING FIRMS
RECEIVED OVER	STATE AND FEDERAL
80	AWARDS
PROVIDING CLIENTS NEARLY	100 YEARS OF ENGINEERING EXCELLENCE



TEAM OVERVIEW/HISTORY

Teaming Partners/Sub-consultants

In an effort to provide the City with all the services as specified in the RFQ, we will augment our services with the following firms:

DAG Architects, Inc. was founded in 1981, DAG Architects Inc., (DAG) is recognized as a leader throughout the state for contributions to the design of the area's built environment. DAG currently has a staff of 36, with 17 licensed architects, 12 graduates of accredited architectural schools who are not yet licensed, 3 construction administrators, and 4 administrative personnel. Five of these individuals are also LEED Accredited Professionals. DAG has four offices in Florida including Destin, Tallahassee, Pensacola, and Panama City. DAG will perform their services for this project from their office in Panama City, Florida.



TSW | Planners | Architects | Landscape Architects (TSW) is an Atlanta, Georgia based full-service planning, architecture, and landscape architecture design firm with approximately 30 full-time employees. Maintaining a small office size allows our principals to be hands-on in every aspect of a project and allows for more multidisciplinary collaboration. TSW works throughout the Southeast and in the Caribbean on projects, including downtown master plans, comprehensive plans, corridor studies, coding and guidelines, mixed-use developments, multifamily, civic buildings, ecclesiastical, townhouses, park and recreation facilities, and streetscapes. Our design philosophy is guided by a commitment to developing sustainable places for future generations. We design tailored solutions for each project and focus on an approach grounded in collaboration, relationships, and trust between TSW, our clients, and area stakeholders.



Smith Seckman Reid, Inc., is a 100% employee-owned engineering and consulting firm that believes in putting people first. You are the driving force behind our dedication to providing engineering, commissioning, sustainability, and technology solutions. Leveraging our more than 50 years of expertise, we're focused on providing exceptional client experiences. We know that your successes are our successes — and we intend to succeed.



NOVA Engineering & Environmental, LLC (NOVA) Established in 1996, NOVA was originally founded to provide Environmental Consulting, Geotechnical Engineering, and Construction Materials Testing and Inspection services to the design and construction community. Currently, NOVA employs 370+ personnel in 16 offices serving clients throughout the southeastern United States and beyond. Their professional staff consists of registered engineers, geologists, scientists, certified industrial hygienists, ICC inspectors, building officials, laboratory specialists, NICET-certified technicians, AWS-certified welding inspectors, and specialty consultants.



SCS Engineers, Inc., is an environmental consulting and contracting firm founded in 1970 that serves public and private clients across the nation and around the world. Their core capabilities are in solid and hazardous waste management, energy, remediation and environmental compliance. SCS Engineers specializes in the assessment, design, permitting, construction, operation and maintenance, and monitoring of sustainable environmental solutions and facilities. They have offices in Jacksonville, Orlando, Tampa, West Palm Beach and Miami, Florida.





TEAM OVERVIEW/HISTORY

Gulf Coast Professional Surveying, LLC, is a full service land surveying and geomatics firm specializing in the surveying, mapping, subdivision planning and design, and construction management of municipal, public works infrastructure, transportation, commercial, industrial, institutional, coastal and water resources related projects. GPS LLC has been providing professional services to public and private clients throughout the Southeast United States since March 2010. We are located in the Northwest Florida panhandle on the shoreline of the World's Most Beautiful Beaches and have established an exceptionally strong reputation as one of the top land surveying and geomatics firms along the Gulf Coast States



South Coast Engineers, LLC (SCE) a **DBE firm** based in Fairhope, Alabama, specializes in civil engineering in the coastal environment - coastal engineering, coastal management and applied coastal science. The firm performs services in the planning and design of living shorelines, beach nourishment and other storm damage risk reduction projects, coastal erosion studies and solutions, coastal ecosystem restoration, coastal highways and other infrastructure, coastal wave and circulation modeling, and coastal resilience planning for hurricanes and climate change. SCE mission is to enhance the quality of life along the coast with engineering which appropriately accounts for waves, tides, sand, and ecosystems.



Previous Collaboration

Our Team, who has a vested interest in the improvement of existing facilities and infrastructure within the City of Destin area, has worked together in various capacities on Northwest Florida projects for local municipalities and the FDOT and look forward to working together again through this contract with the City of Destin.

This variety of experience allows the City the knowledge that there's no task we can't provide services for under this contract, as shown on the following pages. This team commits that the personnel shown throughout this submittal will be immediately available for task order assignments upon notice to proceed. We are ready to get to work in the **World's Luckiest Fishing Village**.

We have included on the following pages our Team's qualifications to provide the services highlighted as part of the scope of services anticipated within the RFQ. A detailed approach to this type of contact can be found in behind the Project approach tab of this submittal.

FDOT Pre-qualification

Many of our Team members are pre-qualified to provide services for FDOT in a variety of categories from roadway to bridge design to CEI.

As specifically called out in the RFQ we have the following firms pre-qualified in work type 3.1 with FDOT Pre-qualification letters, where applicable provided within the licenses/certification section of our qualifications package.

- ▼ Volkert, Inc.
- ▼ Smith Seckman Reid, Inc.



TEAM OVERVIEW/HISTORY

Qualifications to Provide Scope of Services

We understand that this type of contract could include a wide range of services and we have developed a team that has the capacity, experience and knowledge to be able to handle any tasks assigned under the contract. Throughout our history, **Volkert** has served municipal and local government needs, often in the context of “stand-by” or “on-call” master contracts. In these kinds of contracts, we understand the importance of functioning as an extension of municipal department staff, of being flexible and responsive, and of providing timely and accurate service when called upon.

We offer our commitment to work as a partner with the City, to serve the citizens of Destin and enhance public facilities throughout the area. We have reviewed the list of services sought and submit our qualifications for the following:

- ▼ Civil Engineering/Roadway Design Services
- ▼ Computer Consulting
- ▼ Electrical Design
- ▼ Environmental Compliance/Permitting
- ▼ Geotechnical
- ▼ Hazardous Waste
- ▼ HVAC
- ▼ Hydrogeological
- ▼ Mechanical
- ▼ Solid Waste
- ▼ Structural Design
- ▼ Surveying & Right-of-Way Mapping
- ▼ Athletic/Recreational Field Design/Planning
- ▼ Architectural Services
- ▼ Landscape Architecture
- ▼ Transportation/Traffic
- ▼ Planning/Site Design
- ▼ Mapping/GIS Services
- ▼ Construction Management
- ▼ Construction Engineering Inspection (CEI)
- ▼ Coastal Engineering

As shown on the following pages the Volkert team has the expertise, breadth, and depth to address the variety of potential assignments encompassed in this contract. We commit to the City of Destin that we will mobilize resources immediately upon notice to proceed.

Civil Engineering/Roadway Design

Throughout **Volkert's** history, we have been a significant contributor to development throughout the Southeast United States, primarily for the various local municipalities and State DOT's. Our civil design services include:

- ▼ Feasibility studies
- ▼ Site design
- ▼ Capacity analyses
- ▼ Environmental studies
- ▼ Conceptual plans
- ▼ Lighting
- ▼ Intersection improvements
- ▼ Industrial parks
- ▼ Field survey
- ▼ Aerial mapping
- ▼ Signing plans
- ▼ streetscaping
- ▼ Pedestrian improvements
- ▼ Traffic signal plans
- ▼ Intelligent Transportation System (ITS)
- ▼ Bridge design
- ▼ Drainage studies/design
- ▼ Utility design
- ▼ Hydraulic design (bridge and roadway)
- ▼ Roadway/city street design
- ▼ Bike paths/pedestrian facilities
- ▼ Survey/ROW mapping

Our experience in developing construction plans allows Volkert to account for potential impacts during the conceptual design phase including constructibility and environmental avoidance issues. From simple site development projects to multi-discipline complex design projects, Volkert's approach to design revolves around our desire to use our wealth of experience to satisfy our clients' needs - on time and within budget. Volkert's accomplishments are a result of the daily involvement of senior management, a company-wide commitment to quality, and dedicated professionals.

Volkert's years of experience in engineering design throughout the southeast has provided us with a unique and valuable asset – a vast resource of design details and cost estimate databases that can be drawn upon to determine the best possible project approach and schedule. We maintain a large, permanent staff of design professionals, so we have ample in-house resources for peer review and quality control.



TEAM OVERVIEW/HISTORY

Computer Consulting

SSR provides clients with technology and equipment planning so as to automate processes as applicable as well as to upgrade existing systems. Some of their services include equipment planning, communication system design, security consulting, audiovisual design, procurement of equipment, transition planning and move management.

Electrical Engineering

Volkert's electrical experience includes power distribution systems, building power and lighting systems, communications, airport runway and taxiway lighting systems, roadway lighting, and emergency generators. Volkert provides our clients with analysis, design, construction inspection and start-up assistance for all types of electrical projects. Volkert is well known for our expertise in street, roadway, and interchange lighting. In addition to the lighting projects previously listed, Volkert also provides both interior and exterior lighting for plants, warehouses, parking lots, ballparks, laboratories, and emergency power stations/generator systems. Our lighting design includes the use of the latest in computer lighting design programs. These programs provide accurate photometric modeling and are capable of providing a three dimensional view to show the finished product.



Environmental/Permitting

Since the 1970's **Volkert** has promoted sound engineering concepts that are sensitive to the preservation and restoration of the environment. We take a proactive approach — monitoring regulatory developments, assessing the impacts of human activities on natural resources, and providing solutions that satisfy the requirements of owners, regulators, and the public. For more than two decades, our dedicated group of ecologists, biologists, geologists, GIS specialists, environmental scientists, and environmental engineers have provided a full complement of environmental services that balance regulatory requirements, client goals and cost efficiency.

Volkert's environmental scientists are ready to assist in the studies and documentation necessary to satisfy the concerns of both regulatory agencies and the public. We pride ourselves in using innovative technology as the key to addressing the needs of our clients in sensitive environmental areas. Volkert's experience, coupled with our creativity in looking for solutions, allows us to provide programs and alternatives tailored to our client's unique needs.

This includes:

- ▼ environmental studies
- ▼ environmental documentation
- ▼ federal, state, and local permitting
- ▼ agency compliance
- ▼ wetland delineation, permitting, restoration, and creation
- ▼ habitat creation/restoration
- ▼ groundwater resource management
- ▼ water quality management
- ▼ ecological services
- ▼ cultural resources
- ▼ threatened and endangered species surveys

Geotechnical

NOVA will lead these efforts utilizing their personnel and laboratory in the Pensacola area. Established in 1996, NOVA was founded to provide environmental consulting, geotechnical engineering, and construction materials testing and inspection services to the design and construction community primarily in the Southeast United States. NOVA's staff includes: engineers, geologists, foundation/geotechnical engineers, engineering technicians, materials testing engineers and technicians, laboratory specialists and environmental scientists. NOVA maintains full-service laboratories capable of completing all required soil, rock, aggregate, concrete, and asphalt test necessary for detailed engineering analyses and evaluations.



TEAM OVERVIEW/HISTORY

Hazardous Waste

Releases or threatened releases of hazardous substances, and the management of hazardous wastes, are subject to a complex web of EPA regulations issued under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, also called Superfund) and Subtitle C of the Resource Conservation and Recovery Act (RCRA). **SCS Engineers** provides expert regulatory compliance and remediation assistance to our clients. Their professionals understand the regulations and what they mean to infrastructure projects.

HVAC

It comes at no surprise that the biggest energy and cost drain is the HVAC system. Energy recovery is an option to save on HVAC costs for organizations using a direct exchange system that's increasingly being written into building codes and ASHRAE standards. **SSR** is able to look at a facility or area and determine required HVAC operating parameters required, review operating practices and perform risk assessments, and focus on energy recovery systems that can cut energy use significantly over the life of the facility.

Hydrogeological

NOVA has extensive project experience providing hydrogeological data and geotechnical soil design parameters to assist in the design of stormwater management systems (SMS). They are well versed of the geotechnical engineering requirements as set forth in North West Florida Water Management Department's Environmental Resource Permit Applicant's Handbook.

Mechanical

SSR's mechanical engineers design high performance building systems that enable owners to operate their facilities efficiently and sustainably. Their services include

- ▼ Energy Life Cycle Cost Analysis
- ▼ Central and District Energy Plants
- ▼ High-Performance Building Systems
- ▼ Control and Energy Optimization Systems
- ▼ Energy Modeling, Auditing, and Thermal Mass Studies
- ▼ CFD Analysis
- ▼ Ground Source Systems
- ▼ Radiant Heating and Cooling
- ▼ Cogeneration
- ▼ Heat Recovery Systems
- ▼ Piping Stress and Hydraulic Analysis

Solid Waste

Taken together, the collection, recycling, and disposal of solid waste are among the costliest of municipal services. Waste handling is also becoming more expensive because of recycling mandates, tighter landfill standards, and unstable markets for recyclable materials. The careful planning and implementation of solid waste management programs are high priorities for government and industry. **SCS Engineers** offers comprehensive integrated planning services to assist in achieving your goals in integrated waste management. SCS offers technical expertise as well as the economic and regulatory experience to help program managers develop effective integrated waste management programs while keeping an eye on the bottom line.

Structural Design

For the past 70 years, **Volkert** has been involved in the planning, design, and construction of bridge structures. Our experience covers a wide range of bridge types, including steel and concrete structures for low and high-level fixed spans, medium-level bascule bridges, long bridges over water, elevated urban interstates, multilevel interchanges as well as bridges across navigable waterways. Volkert has received regional and national recognition for innovative bridge design concepts and the application of unique construction processes, and is the recipient of state and national awards for bridge design.





TEAM OVERVIEW/HISTORY

Our structural engineering services include:

- ▼ new bridge design
- ▼ bridge repair/rehabilitation/replacement
- ▼ feasibility studies
- ▼ hydraulic studies
- ▼ non-destructive testing
- ▼ structural inspections
- ▼ scour inspection/analysis
- ▼ fender system repair
- ▼ damage assessments
- ▼ fracture critical member study/inspection/reports
- ▼ emergency repairs/rehabilitation

Surveying

GCPS land surveyors have extensive experience in the Gulf Coast States with an average experience of over 25 years. They currently employ licensed Professional Surveyors registered in the State of Florida, State of Alabama, and State of Mississippi. We are exceptionally experienced in working on federal military reservations across the United States, and municipal projects spanning the Southeast.

GPS prides itself on the commitment to maintaining a complete knowledge of the practice of surveying and the new technologies as they emerge. Continuing Education and Training Seminars are a routine standard for every licensed professional. GPS now uses Robotic Total Stations and a wireless/baseless Real Time Kinetic (RTK) GPS surveying system for all Global Positioning System surveying applications.

Athletic Field/Recreational Plan/Design

The sports and entertainment market creates the perfect convergence of technology, entertainment, and design. Both **Volkert** and **SSR** will work to provide these services for the City. Both bring unique qualifications and experience to these type of venues that often require everything from site design, drainage, parking to layout and design of athletic fields, restrooms, concession stands, scoreboard/announcing booths, and electrical design services. These facilities often require flexibility to host concerts, tournaments, games, and other diverse events.



For over 20 years, Volkert has provided program management services for vertical improvements including recreational facilities such as sports parks, as well as educational facilities in Florida, Alabama, and Louisiana. We are currently providing Program Management services for a multi-sport complex in Daphne, Alabama as well as providing similar services for recreational parks for the City of Birmingham, as highlighted in our experience section.

Recreational facilities are a great place to embrace green and sustainable solutions, from energy and water management to food sustainability and waste management. By being involved in the venue planning process from the beginning, SSR is continually excited to be part of the conversations that drive sports and entertainment facilities towards higher performance and sustainability.

Architect

DAG Architects is the largest architectural firm in the Florida Panhandle and has designed projects across the Southeast and Caribbean. They have a team of specialists - landscape architects, designers, civil engineers, and others - who collaborate on the development of parks, recreational spaces, retail and hospitality spaces, education and healthcare facilities, government and public spaces and mixed use sites.

Considerations for sustainability are central to the way DAG approaches their work, they have 8 employees on staff that are LEED accredited professionals. Many of DAG's projects are located in "new urbanism" developments, which focus on alternative transportation systems, maximizing open space, natural site development, and the use of native landscaping materials, and utilizing these concepts is common throughout all our work.



TEAM OVERVIEW/HISTORY

Landscape Architect

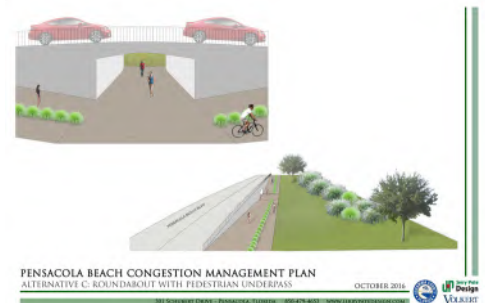
TSW is a full-service planning, architecture, and landscape architecture design firm with approximately 30 full-time employees. Maintaining a small office size allows our principals to be hands-on in every aspect of a project and allows for more multidisciplinary collaboration. TSW works throughout the Southeast and in the Caribbean on projects, including downtown master plans, comprehensive plans, corridor studies, coding and guidelines, mixed-use developments, multifamily, civic buildings, ecclesiastical, townhouses, park and recreation facilities, and streetscapes. Their design philosophy is guided by a commitment to developing sustainable places for future generations. TSW designs tailored solutions for each project and focus on an approach grounded in collaboration, relationships, and trust between TSW, our clients, and area stakeholders.

Transportation/Traffic Engineering

Traffic engineering provides for the safe and efficient movement of people and goods using cutting edge technology to maximize existing and future transportation infrastructure. **Volkert** has expertise in traffic engineering design, transportation planning/ studies and Intelligent Transportation Systems (ITS). Staff design traffic control devices for vehicles and pedestrian traffic, evaluate traffic safety and provide recommendations for improved safety measures. Expertise includes transportation management plans for phased construction projects and Intelligent Transportation Systems (ITS) to help coordinate, integrate and operate traffic systems. Clients include states, municipalities, metropolitan planning commissions, regional planning commissions and private developers.

- ▼ **Traffic Engineering Design** covers traffic signal design, signing plans, pavement marking plans, Transportation Management Plans (maintenance of traffic during construction), roundabout design and traffic engineering design review.
- ▼ **Transportation Planning/Studies** cover capacity analyses, data collection, feasibility studies, intersection evaluations, safety studies, simulation modeling, corridor studies, traffic calming studies, travel-time/delay analyses, travel-demand modeling, parking studies, pedestrian studies and traffic impact study preparation and review.
- ▼ **Intelligent Transportation Systems (ITS) services** include ITS Master Plans, adaptive signal control systems, Advance Traffic Management Systems (ATMS) non-obtrusive vehicle detection systems, system integration, freeway management systems, traffic operation center systems, CCTV, dynamic message signing and shared-lane signals/signing.

Volkert designs all traffic controls in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). We have worked with several state DOT's and local governments in the development of signal plans and have worked with clients to input signal timings into actual controllers. Volkert develops signal timing for isolated intersections as well coordinated timings for groups of intersections in rural as well as urban areas.



Planning/Site Design

For decades, **Volkert** has provided customized urban design and site development services to clients who have entrusted us on a vast range of services – from conducting visioning exercises during the planning process to obtaining construction permits during final design phases. Our engineers and environmental scientists collect and evaluate relevant data in order to make recommendations for permitting, zoning, master planning, engineering, and construction for major projects of all types. We are accustomed to the procedures of local, state, and federal regulatory agencies, and working with our clients to build consensus for their projects, secure necessary permits, and begin construction.

Volkert's site development services and experience range from master planning for municipal park projects to large scale master planning for regional areas.



TEAM OVERVIEW/HISTORY

Volkert's staff of planners and engineers offers a multidisciplinary planning team with in-depth expertise in both rural and urban planning and design, transportation planning, and community redevelopment and revitalization projects. Our team has experience providing project programming, scheduling, ADA compliance assessments, all while establishing and adhering to budgets. Building effective "complete streets" with bicycle and pedestrian accommodations enhances quality of life and health, strengthens communities, increases safety for all modes of transportation, reduces congestion, offers recreational opportunities, and benefits the environment.

SSR will assist with these services.

Mapping/GIS

Volkert's Mapping/GIS services consist of data collection, project coordination, post-processing and final deliverables for a variety of projects in which include corridor studies, environmental assessments and infrastructure repair projects. Volkert uses state-of-the-art technology to provide geographic solutions to address engineering, environmental, and developmental concerns. On several of our recent projects, we have demonstrated geographic information systems (GIS) technology leadership and experience in integrating GIS into environmental, engineering, utility, and planning projects.

TSW will assist in these services and strongly believes in the power of marketing and graphic techniques to convey concepts, achieve consensus, and get people excited about ideas as part of the public engagement effort in the planning and design process. We employ a variety of these techniques as part of every project, including perspective renderings, AutoCAD street, and building sections, SketchUp 3D modeling, ArcGIS mapping, Revit and Lumion computer-generated renderings, Photoshop before and after renderings, PowerPoint presentations, and visual preference and community surveys.

Construction Management/CEI

Managing multiple construction programs with limited budgets and personnel resources can be a challenging task. **Volkert's** program/construction management teams provide clients an effective workforce multiplier for delivering efficient and cost-effective capital improvement programs. Our multi-disciplined staff includes Certified Construction Managers (CCM), Certified Professional Contracts Managers, and experienced Design-Build Professionals. Working as your representative, we help execute your vision by providing the coordination, planning and management expertise needed to control costs, maintain schedules and deliver construction quality. Volkert has designed countless city parks, multi-use recreational facilities, and natural walking trails with an attention to detail that focuses on maximizing the space available as well as preserving the environmental integrity of the site.



Coastal Engineering

South Coast Engineers performs services in the planning and design of coastal highways and bridges, bay and beach erosion solutions including living shorelines, coastal ecosystem restoration, coastal structure design, and hurricane damage analysis and prevention. Dr. Scott Douglas, is the Author of the Federal Highway Administration's (FHWA) manual entitled Highways in the Coastal Environment, Hydraulic Engineering Circular HEC-25, 2nd ed., 2007 and Hydraulic Engineering Circular No. 25, vol. 2 entitled Highways in the Coastal Environment: Volume 2: Assessing Extreme Events, 2014. He has experience throughout the Gulf Coast and in the Florida Panhandle and will be an instrumental part of any coastal engineering assignments.



TEAM OVERVIEW/HISTORY

Additional Services

In addition to the services highlighted in this submittal **Volkert** has the capacity to assist with the following should the City feel the need.

- ▼ Water/Wastewater/Utility Design
- ▼ Studies/Evaluations to justify projects
- ▼ Public Involvement
- ▼ Grant Funding Assistance

Business Address To Lead the Project

As part of this project Volkert understand the importance of working with local firms, like ourselves, who work, play, and call Northwest Florida home. These firms have knowledge of the needs of the City and a vested interest in improving the infrastructure used by citizens, family, friends and coworkers on a daily basis.

The services for this project will be led from Volkert's Panama City Beach office, at the address below, an hours drive from the City's offices on Indian Bayou Trail. We are committed to doing work for the City of Destin and feel that this contract will allow the City to best utilize the years of expertise our Team brings to the area.

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

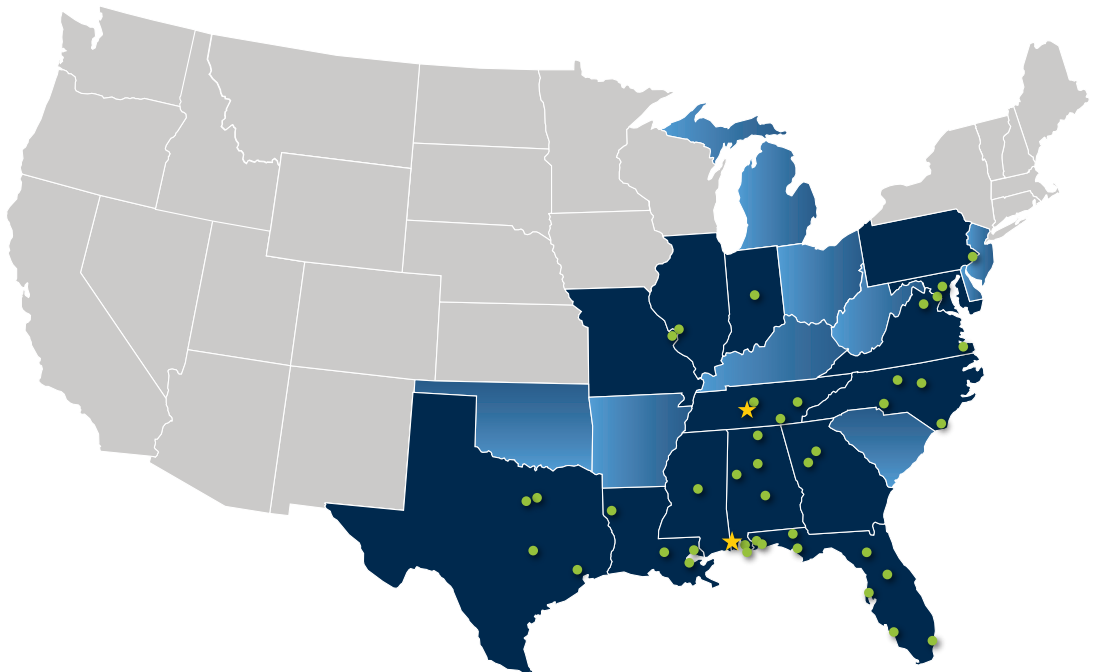
WHY CHOOSE THE VOLKERT TEAM?

Volkert is a multi-disciplined engineering and environmental consulting firm that has developed a highly experienced team to provide services to the City of Destin as part of this continuing services contract. We believe that the qualifications shown on the previous pages highlight that we have the qualification and expertise to provide any task that could be assigned under this contract.

Our Team understands the importance of functioning as an extension of the City staff, of being flexible and responsive, and providing timely and accurate service under these type of continuing services contracts.

We recognize that the City will NOT allow substitutions of key project members during the contract period without written agreement of the City prior to that employee working on any task assignments.

We commit to the City that this team will be immediately available upon notice to proceed.





EXPERIENCE OF THE TEAM

Similar Project Experience

Volkert's qualifications address all the services anticipated for this contract based on the scope and experience with similar continuing services contracts. Volkert has completed numerous similar projects and a sample of some of these projects are included on the following pages.

Detailed descriptions of projects from the last 10 years that highlight our experience with similar projects can be found on the following pages.

JEFFERSON STREET CORRIDOR-GARDEN STREET TO GOVERNMENT STREET- CONCEPTUAL PLAN AS A SUB TO JERRY PATE DESIGN FOR THE CITY OF PENSACOLA - DOWNTOWN IMPROVEMENT BOARD

Volkert along with Jerry Pate Design developed a Conceptual Plan for improvements to the Jefferson Street corridor, from Garden Street to Government Street, for the City of Pensacola Downtown Improvement Board. The project included looking at proposed roadway, pedestrian, landscaping, parking and drainage improvements. The drainage improvements included green infrastructure components that included pervious paver systems, biofiltration systems and rain gardens.

Volkert along with Jerry pate Design presented the concepts to the City of Pensacola Downtown Improvement Board for project implementation.

Completed in 2017



Proposed Improvements Presented



EXPERIENCE OF THE TEAM

SR 30/US 98 AT CR 30A EAST INLET BEACH PEDESTRIAN CROSSING IN WALTON COUNTY, FLORIDA FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

This pedestrian underpass project primarily consists of an underpass on the east side of the intersection of SR 30 (US 98) with CR 30A. The underpass will consist of a box culvert type structure with a minimum width and height of 12' and 8', respectively. The structure will be located near the Shades restaurant on the south and near the Donut Hole restaurant on the north. The typical section on SR 30 (US 98) is an urban section consisting of 12' travel lanes and 4' bicycle lanes separated by a 46' grassed median.

Volkert is preparing construction documents including civil and structural design, plans, specifications, analysis, calculations for this project. Electrical design was also provided within the underpass and along the ramps.

The underpass will be connected to adjacent sidewalks/paths with stairs and ADA ramps. All aspects of the underpass and ramps to the underpass will meet FDOT Design Manual and ADA criteria (including any needed handrails). Existing travel lanes, auxiliary lanes, median crossovers, paved shoulders, sidewalks, and multi-use paths that are disturbed by construction phasing will be upgraded or restored to the current configuration.

Estimated completion Nov 2019



Before (L) and after (R) renderings of project area are shown above.



EXPERIENCE OF THE TEAM

PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY FOR SR 30 (US 98) GREGORY STREET AND BAYFRONT PARKWAY AT THE 17TH AVENUE INTERSECTION IN ESCAMBIA COUNTY, FLORIDA FOR FDOT, DISTRICT THREE

The project is to conduct a PD&E Study for intersection improvements from the intersection of SR 196, Bayfront Parkway and SR 30/US 98, East Chase Street to the intersection of 17th Avenue and SR 30/US 98, Bayfront Parkway including the intersection and operation of SR 30/US 98, Gregory Street and SR 30/US 98, Bayfront Parkway in Escambia County, Florida. The project will require coordination with nearby projects including the Pensacola Bay Bridge Replacement. This route is a critical east/west roadway in Escambia County that serves as a hurricane evacuation route for Gulf Breeze residents. Alternatives considered will increase overall intersection capacity, safety, traffic flow and Level of Service (LOS) while accommodating improvements to the new Pensacola Bay Bridge. All alternatives will include bicycle lanes and sidewalks, where applicable.

Volkert will analyze and assess capacity needs and improve the flow of traffic at level of service D or higher. Volkert's services will include environmental and engineering studies, traffic analysis and simulations, including consideration of all social, economic, environmental effects, and mitigation as required by the PD&E Manual, along with the required environmental documents, engineering reports, preliminary plans and public meetings required for a PD&E Study.

This is a unique study/intersection design in that the apparent selected alternative is an elevated/grade separated west bound US 98 over a single lane roundabout designed to accommodate an additional lane in the roundabout. This alternative was "selected" from other alternatives which included a single lane flyover as well as modified "Single Point Urban Interchange" (SPUI).

The required PD&E process includes concept development, environmental studies and documentation, design traffic technical report, public involvement, and ultimately completes the National Environmental Policy Act (NEPA) documentation for project advancement. The anticipated Class of Action (COA) is a Type II Categorical Exclusion.

Completed in 2018.





EXPERIENCE OF THE TEAM

PEA RIDGE CONNECTOR IN SANTA ROSA COUNTY, FLORIDA FOR THE SANTA ROSA COUNTY BOARD OF COMMISSIONERS

The Pea Ridge Connector will provide a roadway collector connecting U.S. Highway 90 and Hamilton Bridge Road approximately 1.7 miles. This new roadway connector will provide traffic relief to the surrounding north-south connector roads. The roadway will be constructed along an 80-foot right-of-way that has been obtained by SRC. The roadway will require a new signalized southbound approach at the existing intersection with U.S. Highway 90 and Santa Villa Drive. The roadway will commence at this modified intersection and continue northerly along the newly obtained right-of-way. The roadway will terminate approximately 1,000 feet east of Guy Lane at Hamilton Bridge Road with a new signalized intersection.

Volkert was responsible for the development of planning and design for the connector roadway which consists of the design of a 2-lane divided rural roadway section and a 4-lane divided rural section along the designated right-of-way with a design speed of 35 mph. Santa Rosa County will decide whether to build the 2-lane section or 4-lane section based on traffic studies, recommendations and budget. The roadway will include turn lanes, to accommodate schools and future development needs and signalized intersections where necessary. The project involves providing planning, surveying, geotechnical services, traffic engineering, utility design/coordination, environmental permitting, drainage analysis/improvements, signal design, complete design plans, property acquisition assistance, value engineering study, construction estimates and bidding assistance.

Estimated for completion Jan 2020.



Photos taken during initial field review prior to completion of improvements



EXPERIENCE OF THE TEAM

TRANSPORTATION, PARKING AND MOBILITY- SITE EVALUATION AND MASTER PLAN AS A SUB TO STRUCTURED PARKING SOLUTIONS FOR THE CITY OF PENSACOLA- DOWNTOWN IMPROVEMENT BOARD

Volkert as part of the Structured Parking team reviewed transportation, parking and mobility in the Pensacola Downtown area for the Downtown Improvement Board to develop master plans. The project reviewed all aspects of transportation and mobility, including vehicles, rideshares, ferry, transit, pedestrians and bicycles. The project included extensive public involvement and meeting with stakeholders to receive input.

Volkert along with Structured Parking Solutions presented the report findings to the City of Pensacola Downtown Improvement Board for project implementation.

Completed in 2018



Pensacola DIB Parking District Map



EXPERIENCE OF THE TEAM

DISTRICTWIDE MISCELLANEOUS STRUCTURES DESIGN FOR FDOT

These projects consist of assisting FDOT Structures Department in the creation of bridge design plans for bridge replacements, bridge rehabilitations, and safety improvements throughout District Three. Volkert was responsible for reviewing plans, reviewing shop drawings, designing bridges, creation of bridge development reports (BDR), participating in Value Engineering Studies, providing construction assistance, and any other services requested by the Department. Volkert held this contract since 2001 - 2018 resulting in the following projects:

Design and development of bridge rehabilitation plans for the CR 146 Bridge over the Aucilla River in Jefferson County, Florida—The project consisted of designing crutch bents for the intermediate bents which all had severely deteriorated timber piles. The crutch bents consisted of steel piles that were driven outside of the fascia of the bridge with a steel cap that spanned the entire superstructure width. Volkert's services included production of electronic plans including approach guardrails and incorporating rail replacement plans produced by the Department, quantity computations, specification package and reviewing shop drawings.



Design and development of bridge rehabilitation plans for the S.R. 30 (US 98) Bridge over East Pass in Okaloosa County, Florida— The project consisted of designing crutch bents for six intermediate bents that were experiencing settlement as evidenced by cracking in the existing concrete bent caps. The crutch bents were designed with steel plate girder caps that were coated with a special zinc metallization to prevent corrosion due the extremely aggressive environment. The foundations consisted of the first use in District 3 of open ended pipe piles. The open ended pipe piles are considered a low displacement pile and were used to limit the amount of disturbance to the existing foundation. Volkert's services included structural design, electrical design, and traffic control.



Bridge design for CR 65D over Telogia Creek—Volkert prepared a BDR that determined the type and length of bridge that should replace the existing 170-foot, metal arch pipe culvert over Telogia Creek. Volkert then designed the bridge replacement, which is a 240-foot, Type II AASHTO bridge with prestressed beams.

SR 95 (US 29) Over Pine Barren Creek in Escambia County, Florida—The bridge design was for a 320-foot-long reinforced concrete flat slab on a 4-lane, divided rural roadway. Services provided include plans and specifications for replacing the expansion joints on both the southbound and northbound bridges and installing a thrie beam retrofit on the southbound bridges. The construction plans included typical sections, drainage structures, cross sections, traffic control, signing and pavement markings, and assistance with the permit and utility coordination.



Minor bridge replacement on CR 269B over Yon Creek, Gadsden County, Florida—The new Yon Creek Bridge will be a 3-span, 102-foot, reinforced concrete, flat slab bridge that will replace the existing 5-span, 77-foot, timber bridge. Bridge design was completed following the AASHTO LRFD Bridge Design Specifications and Florida Structures Design Guidelines.



EXPERIENCE OF THE TEAM

AREA WIDE TRAFFIC SIGNAL COORDINATION IN PENSACOLA FOR THE CITY OF PENSACOLA

The project included traffic signal evaluations and retiming services on selected signals in Escambia & Santa Rosa Counties. Retiming services involved varying levels of analyses ranging from inspecting intersections to developing coordinated signal timings for multiple signals. Service levels were assigned for each intersection.

- ▼ Year 1 Traffic Signal Retiming: 45 Intersections-36 in Escambia Co. & 9 in Santa Rosa Co. Included isolated intersections and coordinated intersection. The project included completing over 100 side street delay studies, six travel time studies for coordinated timing implementation, implementation of one new coordination timing plan.(2008)
- ▼ Year 2 Traffic Signal Retiming—85 Intersections-68 in Escambia Co. & 17 in Santa Rosa Co. Included isolated intersections and coordinated intersections. The project included completing traffic counts for Average Daily Traffic (ADT) volumes for five coordinated systems, eight hour turn movement counts (TMC) at 37 intersections, side street delay studies at all 85 intersections, travel time studies for peak hours for the five coordinated systems, and completed an analysis for Pedestrian Signal times at all intersection cross walks. (2009/2010)
- ▼ Year 3 Traffic Signal Retiming—86 Intersections-67 in Escambia Co. & 19 in Santa Rosa Co. Included isolated intersections and coordinated intersections. The project included traffic counts for ADT on 7 coordinated systems, TMC at 25 intersections, side street delay studies at 20 intersections, travel time studies for 7 coordinated systems, and completed an analysis for Pedestrian Signal times at all intersection cross walks. (2010/2011)
- ▼ Year 4 Traffic Signal Retiming—67 Intersections-58 in Escambia Co. & 9 in Santa Rosa Co. Included isolated intersections and coordinated intersections. The project included traffic counts for ADT on 8 coordinated systems, TMC at 39 intersections, delay studies at 30 intersections, travel time studies for 8 coordinated systems, and completed an analysis for Pedestrian Signal times at all intersection cross walks.(2011/2012)
- ▼ Year 5 Traffic Signal Retiming—72 Intersections-41 in Escambia Co. & 31 in Santa Rosa Co. Included weekend coordinated timings and week day timings. The project included traffic counts for ADT on 6 coordinated systems for weekday timing plans, TMC at 42 intersections for weekday and weekend peak hour counts and 30 intersections for weekend peak hour counts, travel time studies for 6 coordinated systems for weekday conditions, and completed an analysis for Pedestrian Signal times at all intersection cross walks.

Contract: 2008-2012





EXPERIENCE OF THE TEAM

SIDEWALK IMPROVEMENTS FOR KING MIDDLE SCHOOL AND GLOVER LANE IN SANTA ROSA COUNTY, FL FOR THE SANTA ROSA COUNTY COMMISSION

The Glover Lane sidewalk project provided sidewalks to allow additional pedestrian/student access along Glover Lane from Hamilton Bridge Road to Hobbs Middle School along Glover Lane. The King Middle School sidewalk project provides sidewalks to provide additional pedestrian/student access to King Middle School along Rosasco Street, Byrom Street and King Street. The King Middle School project also includes R/W Acquisition in order to construct the proposed sidewalk.

The project also included the development of construction plans in accordance with FDOT design standards and the Florida Greenbook and ADA requirements. Volkert provided engineering design and specifications, construction estimates and real estate acquisition services. This project was completed using FDOT LAP funds. NOVA provided Geotechnical engineering services under this contract for Volkert. The design and R/W accusation services are complete and county is awaiting a letting date.



Photos are prior to construction of improvements



EXPERIENCE OF THE TEAM

STILLBROOK DRAINAGE IMPROVEMENTS/DRAINAGE BASIN MODELING IN ESCAMBIA COUNTY FOR THE ESCAMBIA COUNTY COMMISSION

The project consisted of professional services for drainage improvements to Stillbrook Road to repair or replace the existing culverts at Quiet Creek which failed in multiple locations during the April 2014 storm events creating pot holes and sinkholes throughout the roadway. The project requires replacement of the triple 72" CMP culverts and roadway repairs along Stillbrook Road that were damaged by the April 29th and 30th 2014 rainfall event. Stillbrook Road is located north of Nine Mile Road and East of Guidy Lane and is located in the Carrollwood subdivision. Stillbrook Road is part of the Scenic Hills Drainage Basin and crosses Quiet Creek in the vicinity of the existing culvert. Quiet Creek flows to the northeast where it eventually outfalls to Thompson Bayou.

Volkert provided professional engineering and environmental services including development of final construction plans (including alignment, roadway cross-section, drainage structures & cross-section, etc.), wetland permitting, public involvement, property acquisition assistance, geotechnical, and surveying services.

Volkert also reviewed and updated the existing ICPR model for the drainage basin. This drainage repair project was funded by FEMA. NOVA served as geotechnical engineering sub to Volkert

Completed in 2015.

Before and after photos shown





EXPERIENCE OF THE TEAM

DEVELOPMENT OF THE PENSACOLA BEACH CONGESTION MANAGEMENT PLAN IN PENSACOLA, FL FOR THE ESCAMBIA COUNTY COMMISSION

The project included the development of a Congestion Management Plan, Capital Improvement Program, and development of construction plans for several short term projects, and design and permitting of the long term improvements including several parking lots and the proposed roundabouts and pedestrian underpasses on Pensacola Beach the Pensacola Beach area in Escambia County, Florida.

The project consisted of an update to the Congestion Master Plan as well as development of short-term improvement concepts and construction plans to immediately alleviate congestion in the area. Additionally, the project involved the development of a capital improvement plan for long-term improvements along the corridor to improve beach access and alleviate traffic congestion in the area. The project has a very involved public involvement component that includes one-on-one meeting and several large public involvement meetings in order to obtain public input on all components of the project. The short-term improvement projects included:

- Complete design plans for the Ingress/Egress to Circle K Parking Area
- Complete Design Plans for the Ingress/Egress to the Casino Beach Parking Area including design of a Coordinated Pedestrian Signal
- Transit Analysis and Feasibility Study
- Evaluation of the Existing Traffic Signal and Timing including recommendations
- Conceptual Design of Pedestrian Improvements
- Parking Recommendations for additional areas on the Beach

The Congestion Management Plan designed, analyzed, and recommended long term improvements to the traffic congestion issues at Pensacola Beach, including preliminary planning and cost estimates and the Capital Improvement Plan provided information on available funding to implement the proposed improvements. The Pensacola Beach Congestion Management Plan was adopted by the Escambia County BOCC and Volkert was awarded a design contract to provide construction plans for the recommended improvements.

The long term improvements include 2 roundabouts and the 3 pedestrian underpasses. The roundabouts will provide capacity and functionally improvements for the Via Deluna and Fort Pickens Road intersection and the access to the Casino Beach parking area. The pedestrian underpasses will allow the pedestrian to move throughout the core area and provide connection to the beach and boardwalk with impacting traffic flows. The design of the Long Term Improvements are 90% completed with an anticipated completion date of June 2019.





EXPERIENCE OF THE TEAM

SCENIC HIGHWAY EMERGENCY REPAIR SOUTH IN ESCAMBIA COUNTY, FLORIDA FOR THE ESCAMBIA COUNTY COMMISSION

The project consists of emergency repairs for the reconstruction of Scenic Highway (US 90/SR 10A) south of Scenic Highway Circle in Escambia County. In April 2014, heavy rains and flooding in the area caused significant washout of the roadway and drainage infrastructure in the area resulting in total collapse of portions of the roadway.

The emergency repair project began in May 2014 and included the reconstruction of the road, installation of new drainage features and culverts, installation of guard rails, and construction of stone face wire formed retaining wall system.

Volkert was responsible for development of roadway repair plans, which included the retaining wall, conducting engineering analysis, and cost estimate for repairs. The project included replacing the damaged existing box culvert with a two 54" pipes that include a series of drop structures to reduce the velocity of the water.

Emergency Repair Plans completed May 2014
Roadway reopened to traveling public July 2014



Before



After



EXPERIENCE OF THE TEAM

TEN MILE CREEK STREAM STABILIZATION IN ESCAMBIA COUNTY, FLORIDA FOR THE ESCAMBIA COUNTY COMMISSION

The project consisted of stabilizing approximately 1,900 linear feet of Ten Mile Creek, located in the Eleven Mile Creek Drainage Basin and Perdido Bay Watershed, which was substantially damaged during the April 2014 rain event which severely impacted the stream along the Perdido Bay Watershed.

Volkert provided professional engineering and environmental services including development of construction documents with specifications, watershed assessments, engineering analysis, environmental permitting, NRCS coordination and approval, stormwater design and modeling, and utility coordination. The stream modeling was completed using the existing Escambia County ICPR drainage basin model. This project was funded by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) program and required an aggressive design and construction schedule.

NOVA provided Geotechnical engineering for this project.

Completed in 2015.

Before (top) and construction photos (bottom) are shown





EXPERIENCE OF THE TEAM

JEFF ATEs ROAD INDUSTRIAL SITE CERTIFICATION IN SANTA ROSA COUNTY, FLORIDA FOR THE SANTA ROSA COUNTY BOARD OF COMMISSIONERS

The Santa Rosa County Board of County Commissioners hired Volkert as their consultant to certify a 132.40 site in East Milton through Gulf Power's Florida First Site Program. Volkert worked closely with the Santa Rosa County Economic Development office in performing the work for the site certification. The Gulf Power Florida First sites program is sponsored by Gulf Power and administered by McCallum Sweeney Consulting to provide shovel ready industrial sites with the due diligence complete to businesses looking development opportunities in Florida.

Volkert performed the due diligence for the site certification which involved both engineering and environmental services for the county owned site. This included implementation of a site evaluation and certification program check list in a clear, concise and consolidated manor so it could be provided to potential businesses. The engineering scope included the following services: geotechnical evaluation of the site, master development plan for the site, plan for fully developed parcel within the site, cost estimates and schedules for the site development, coordination and conformation of existing utilities required by the site development, transportation evaluation, design, cost estimates and schedules for required utility extensions and providing draft protective covenants for the proposed development.

The environmental effort entailed a full site review to determine whether the site had any history of existing hazardous material contamination through a full Phase 1 Environmental Site Assessment in full compliance with the ASTM E1527 – 13 standard for Environmental Site Assessment Process. The assessment included a full site history using regulatory agency records and historic aerial photography. Other environmental requirements included field survey of the property for federal and state threatened and endangered species and to obtain concurrence from the US Fish and Wildlife Service and the Florida Fish and Wildlife Conservation Commission confirming the findings and detailing any mitigation requirements for development of the site for the species of concern.

The site was surveyed for the presence of wetlands and letters requesting clearance were sent to the US Army corps of Engineers and the Northwest Florida Water Management District. The agencies confirmed the findings and provided concurrence. Finally, the site was surveyed for archeological and cultural resources. A Historic structures review was also completed. The final report developed for the site was submitted for review by the Florida Department of State and obtained concurrence. Each of the documents and design drawings created for the project were subjected to Volkert's rigorous quality assurance/quality control program review prior to submittal to the agencies the client or the certification company. No issues resulted from the final submittal. NOVA provided geotechnical engineering services under this contract for Volkert.

The Jeff Ates project was completed in August 2014.

Following submittal of the entire document to McCallum Sweeney, their project manager stated:

"The engineering firm (Volkert) that completed the due diligence for Jeff Ates Road did a really good job. Their studies were thorough and easy to read and evaluate. We read a lot of these studies (for both certification and siting projects), and theirs were some of the best I've seen in a while. Please pass the message along that we really appreciate all their efforts!"

- Lindsey M. Myers, Senior Consultant,
McCallum Sweeney Consulting



EXPERIENCE OF THE TEAM

MUSCOGEE ROAD PHASE 2 DRAINAGE IMPROVEMENTS FOR ESCAMBIA COUNTY

The project entailed installation of approximately 5030 LF of reinforced concrete pipe varying in size from 18" to 36". Dewatering, maintaining existing stormwater flows, clearing/grubbing, tree removal, fence removal/replacement, maintenance of traffic, and coordination with utility companies were necessary to install the stormwater system. The project also called for milling and resurfacing, including installation of an asphalt rubber membrane interlayer (ARMI), of approximately 13,900 SY of Muscogee Road, as well as driveway replacements in both concrete and asphalt.

Volkert's services included: daily inspection of the contractor's work for specification compliance; sampling and testing of all materials incorporated into the work; inspection of traffic control, erosion control, and stormwater management; contractor quality control; tracking and documenting contract quantities; processing monthly estimates, work orders, supplemental agreements, and change orders; and preparing the final estimate package for submittal to FDOT.

INTERSECTION IMPROVEMENTS FOR 9TH AVENUE AND AIRPORT BOULEVARD IN PENSACOLA FOR FDOT

The project consisted of widening the intersection for the addition of right-turn lanes, drainage improvements, resurfacing, and upgrading the signal poles to mast arm signal poles. Volkert provided CEI services associated with the intersection improvements including daily inspection of the contractor's work for specification compliance; sampling and testing of all materials incorporated into the work; inspection of traffic control, erosion control, and stormwater management; tracking and documenting contract quantities; processing monthly estimates, work orders, supplemental agreements, and change orders; and preparing the final estimate package for submittal to FDOT.

ANNUAL CIPP SANITARY SEWER REHABILITATION IN ESCAMBIA COUNTY FOR THE EMERALD COAST UTILITIES AUTHORITY

Since 2001, Volkert has provided engineering services to the ECUA and has worked closely with ECUA on projects related to wastewater collection, treatment, and effluent disposal. This annual contract includes developing specifications and contract documents, reviewing pre-qualification submittals, providing bidding services, and assisting ECUA with determining pipes requiring lining, issuing work order listings, and evaluating submittals for an annual cured-in-place pipe sanitary sewer rehabilitation project.

Since 2003, Volkert has provided the design, pre-qualification, bidding, and construction administrative services for ECUA in association with this contract. Volkert also held meetings with key ECUA personnel to develop procedures for ECUA to handle identifying sewer segments requiring work; issued work orders, processed pay estimates, and tracked the contract renewal period. We are proud of our personnel and encourage training and certifications that will allow them to be competitive in the areas that we perform services. These certifications include Inspector training and certification program for Pipeline Assessment Certification Program (PACP), Manhole Assessment Certification Program (MACP), Lateral Assessment Certification Program (LACP), and Cured-in-Place Pipe (CIPP).

This contract is on-going.



EXPERIENCE OF THE TEAM

SIQUENZA COVE SEWER EXPANSION PROJECT FOR THE EMERALD COAST UTILITY AUTHORITY

Design and installation of one (1) 6-foot diameter duplex lift station, approximately 4,500 linear feet of 8-inch PVC SDR-35 sanitary sewer pipe, 4-inch PVC SDR-35 sanitary sewer laterals, approximately 1,270 linear feet of 4-inch PVC force main pipe, eighteen (18) 48-inch diameter manholes, and approximately 135 linear feet of jack and bored steel casing with casing spacers. The project also included renewing approximately 46 existing water services, relocating existing water meters, installation of pipe appurtenances, asphalt roadway cutting and patching, asphalt roadway full-width overlay, concrete driveway cutting and patching, gravel driveway removal and replacement, and site replacement. Volkert provided the design, bidding, and construction phase services for the installation of the lift station, the 4500 lf of 8-Inch sanitary sewer, 4-inch sanitary sewer laterals, 1270 lf of 4-inch force main, 18 48-inch diameter manholes and approximately 135 lf of jack and bored steel casing.

PRELIMINARY FLOW MONITORING FOR THE EMERALD COAST UTILITY AUTHORITY

The purpose of this project was to compare the variations in raw sewage flow rates during wet weather and dry weather in specific areas of the sewage collection system. Flow Monitoring was accomplished with nine temporary flow meters distributed among the collection systems for the three ECUA wastewater treatment facilities (WWTF). Rainfall was measured and recorded with four tipping-bucket rain gauges distributed throughout the entire collection system. Information was based on operating, maintaining, and collecting data from each flow meter and each rain gage for 60 consecutive calendar days from approximately March 1, 2006 through April 29, 2006. This time period was selected to coincide with a season that included discrete periods of dry weather and significant rainfall events. Volkert was assigned the task of comparing variations in raw sewage flow rates during wet and dry weather events. Flow monitoring methods included seven critical elements to collect accurate flow data: reliable equipment, proper hydraulics, trained field crews, sensor calibration, flow (hydraulic) calibration, quality control, and data synthesis/analysis.

DISSOLVED OXYGEN ANALYZERS FOR THE EMERALD COAST UTILITY AUTHORITY

Volkert recommended Dissolved Oxygen (DO) Analyzers for trial performance in oxic and anoxic cells in the OASES. The purpose of this project was to process the data from the trials, identify a DO Analyzer and install. The objective of this project was to identify a DO Analyzer that would perform well in mixed liquor with minimal maintenance cleaning for the probe. The probes were installed through a sealed opening in the OASES cover over a pure oxygen environment. Based on the results of the first stage trial, the preferred instrument was identified and additional instruments were purchased for installation throughout one process train as a second stage trial. Ultimately, DO Analyzers were permanently installed in 2 of the 4 cells in each of the 5 process trains. Precision Engineering Inc. monitored the instrument trials as a subconsultant to Volkert. The final documentation satisfied a requirement included in a Consent Final Judgment.



EXPERIENCE OF THE TEAM

TIGER GRANT FOR THE ONE MOBILE BROAD STREET COMPLETE STREETS PROGRAM FOR THE CITY OF MOBILE

The project, One Mobile: Reconnecting People, Work and Play through Complete Streets, will completely reconstruct Broad and Beauregard streets and Dr. Martin Luther King, Jr. Avenue. The estimated project costs are \$22 million. The funds will be used to repair aging infrastructure, add bike and pedestrian connections, and create Complete Streets to better serve the community. The project will provide safe pedestrian- and bicycle friendly access for residents, workers, and visitors; reconnect severed neighborhoods currently divided by Broad Street's seven-lane expanse; accommodate all modes of travel with efficient connections between neighborhoods, transportation hubs, major employment centers, and local destinations; reconstruct aging infrastructure; create attractive, welcoming, and cohesive streetscapes; and stimulate an economically vibrant and active street environment.

Volkert is providing engineering and design services for roadway reconstruction and "complete streets" projects for the City of Mobile, in partnership with the Alabama Department of Transportation, as part of a USDOT FHWA TIGER FY 2016 grant award. Volkert provided the previous corridor study, and is now providing design for roadway and pedestrian improvements, permitting, planning, grant funding assistance/coordination, and community outreach/public involvement services for the design phase of this project. This project is part of the One Mobile: Reconnecting People, Work and Play through Complete Streets initiative.

Collectively, these improvements will result in a safe, multi-modal transportation corridor that will greatly enhance the liability, connectivity, and economic health of our community.

A rendering of planned improvements shown below.





EXPERIENCE OF THE TEAM

FEASIBILITY STUDY, PD&E STUDY, AND PRELIMINARY AND FINAL DESIGN FOR SR 30 (US 98) AT SR 368 (23RD STREET) IN PANAMA CITY, FLORIDA, FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

The purpose of this project was to develop a plan that would reduce congestion by providing free-flow movements on US 98 over the Port of Panama City and Gulf Coast State College Intersection and the railroad. The project area is located in Panama City, Florida, just east of the Hathaway Bridge, and extends approximately 1.5 miles. The intersection is located in a congested area. A railroad crossing exists on SR 30 (approximately 65 feet to the east of the intersection) which delays traffic at several intervals during the day. The Gulf Coast State College is situated in the northwest quadrant of the intersection and is a traffic generator in the area. The Port of Panama City resides to the south of the intersection. The main entrances to the Port and College are located approximately 725 feet away from the US 98 and 23rd St. intersection. Volkert services have included a Feasibility Study, Project Development and Environmental (PD&E) Study, Preliminary and Final Design. The project is now moving to the construction phase. The feasibility study was performed to evaluate alternatives to improve the flow of traffic at the intersection of US 98 & 23rd Street and to improve access to the Port of Panama City and Gulf Coast State College. The study developed improvements to complement the Hathaway Bridge design/build project and the Thomas Drive Interchange project. Considerable coordination with the Port and College was required.

The **Project Development and Environmental (PD&E) study** included the evaluation of a grade separation of the major conflicting vehicular movements and grade separation of vehicular traffic from the railroad. The project included collecting and analyzing data related to engineering (geometrics, traffic studies, cost estimates) and environmental (air, noise, wetlands, contamination, biological impacts, social impacts) features that would be involved in the proposed improvements. Also, included in the scope were survey services. Based on the PD&E Study, conceptual plans were developed as well as engineering and environmental reports that included traffic analysis, requirements for preliminary design, typical sections, preliminary bridge design, preliminary roadway design, hydraulics reports, environmental impacts, EA/FONSI, and cost estimates for the alternatives. The **Preliminary and Final Design** stage is approximately a mile in length and included both roadway and structural design services for a 4-lane, urban, grade-separated structures that will take US 98 over 23RD Street, provide for a grade separation over the railroad, and provide at-grade local intersections for access to the Port of Panama City and Gulf Coast State College. The bridge length for the project extends over 1700 feet, with the total bridge design for mainline structures and ramps at over one mile. The preliminary design phase provided for the design of the roadway up to the 60% design stage (determination of the required right-of-way for the project) and structural up to the 30% design stage. The final design phase will complete both roadway and structural up to the 100% design stage. Volkert also provided structural design for the signal pole foundations and horizontal and vertical geometrics. The lighting design consisted of permanent lighting for the elevated roadways and underpass lighting. Conventional “cobra head” type fixtures were used in lieu of high mast fixtures in an effort to reduce light trespass on adjacent properties. Lighting calculations were performed for the bridge, intersections and underpass lighting.





EXPERIENCE OF THE TEAM

MASTER PLANNING, DESIGN, SURVEYING, LANDSCAPE DESIGN, CEI AND PERMITTING SERVICES FOR A 90-ACRE FOLEY SPORTS PARK (PHASE I & II) IN FOLEY, ALABAMA FOR THE CITY OF FOLEY

Volkert's services included master planning, design, landscape design, survey, site design, environmental permitting, electrical design, and construction oversight throughout the project.

Volkert prepared two preliminary and final landscape layouts and construction cost estimates for hardscape and landscape for five ball fields, concession buildings, parking lots, roadways, and ROW limits. This included the location of sidewalks and trails, special paving areas, flag pole locations, batting cage and playground locations, warm up areas, fencing, gazebos, columns and any required lighting and signage throughout the facility.

Engineering services included: preparation of design plans for access roads to the parking lots and playing fields near Section Avenue; design of the lake; water; sewer; and electrical service design to the playing fields and parking facilities, pond, score boards, and pedestrian areas; and site design services for the fields which included grading, drainage, and parking lot design for at least 432 spaces.

Electrical design services included: the development of lighting plans for the ball fields, parking lots. Two 400A 480/277V 3-phase service laterals were designed one for sports field lighting and a lower kwh rate for all other loads. A 175A feeder for dry type transformer was also designed for an administration building and concession stand loads. Other circuits were designed for well pumps, scoreboards, CCTV cameras, and pitching machine receptacles in batting cages. A control relay was designed so that the walkway lights would turn off when any of the five field lights were on. Parking lot lighting consisted of photometrics for 40' MH Types II, IV, and V 480V LED 138W, 187W, and 284W respectively and walkway lights of Type V, 75W 277V LED. Volkert's electrical engineers designed the electric room layout for service panels, field and walkway lighting contractors, dry-type transformers and panel boards for the administration/concession buildings.

Survey services included: boundary and topographic surveys to locate visible structures, contours and land elevations, and development of a survey property map, and laying out horizontal and vertical control for construction.

Environmental services included: obtaining a National Pollutant Discharge Elimination System (NPDES) Stormwater Permit application for construction activities and the development of a best management practices (BMP) plan to outline appropriate soil and sediment erosion control practices to reduce the likelihood of pollution from stormwater run-off.





EXPERIENCE OF THE TEAM

PROGRAM MANAGEMENT/ENVIRONMENTAL SERVICES/ENGINEERING AND ARCHITECTURAL SERVICES FOR IMPROVEMENTS TO GULF STATE PARK IN GULF SHORES, ALABAMA

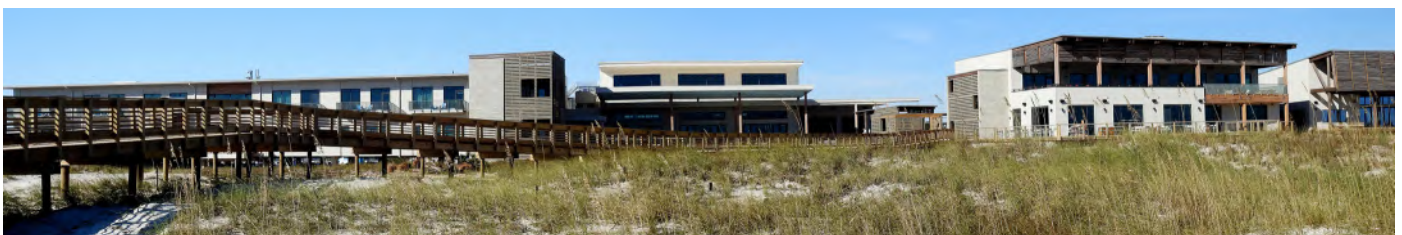
Volkert just completed work in 2018 on the Gulf State Park Interpretive Center and new pedestrian bridge. Stan Winter served as project manager. Volkert's involvement in the project was truly a team effort and Paul Ensign, Buddy Squires, Brett Gaar, Bryan Long, and Trent Farris played integral roles. Volkert not only provided program management services for this project, but has also provided environmental compliance and permitting services for all projects in the Gulf State Park Enhancement Program.

These two facilities will now serve as the gateway to Gulf State Park. The Interpretive Center features an open-air porch containing interactive exhibits from all nine distinct ecologies from the Gulf to the inland forest. The Center also has a multi-use event space and a play area which includes shade, sky viewing benches, and a water play exhibit. Public restrooms, bike parking, and amphitheater seating round out the building's amenities.

The Interpretive Center is currently pursuing full certification under the Living Building Challenge (LBC), developed and administered by the International Living Futures Institute (ILFI). This is the most rigorous and complex environmental certification in the world. In order to earn LBC certification, the building must produce 105% of its required energy, treat 105% of its needed water supply, and use only renewable and sustainable materials during construction. The Interpretive Center will use solar energy to generate more power than it consumes, and will generate more potable water than it consumes using a unique roof and gutter design to capture, treat, and store up to 11,000 gallons of rainwater on site. These measures make the building "net positive" to the environment instead of just "net neutral."

There are only 16 fully-certified LBC buildings in the world, and if the Interpretive Center is successful in its certification, it is the first in the Southeast. In addition to the LBC certification, the Interpretive Center will also pursue LEED Platinum Certification through the U.S. Green Building Council, and FORTIFIED Commercial Bronze Certification through the Insurance Institute for Business and Home Safety.

The East Pedestrian Bridge connects the 28-mile Gulf State Park trail system with the beaches. This bridge and the already-constructed Western Pedestrian Bridge were included in the Gulf State Park Master Plan as responses to public feedback regarding the lack of easy and safe pedestrian and bicycle travel across East Beach Boulevard.





EXPERIENCE OF THE TEAM

DAG Architects, Inc.



DAG EXPERIENCE INCLUDES :

DAG's experience includes a variety of facilities from government and public safety facilities such as fire stations and administration buildings to mixed use developments, office complexes, education and health facilities, and residential and resort destinations throughout Northwest Florida.

A sample of these facilities can be found below:

- ▼ Destin Library
- ▼ Destin YMCA
- ▼ Mattie Kelly Cultural Arts Village, Destin, FL
- ▼ Airport Plaza Office Complex, Destin, FL
- ▼ Okaloosa County Administration Building
- ▼ South Walton Fire District Watercolor Fire Station
- ▼ City Hall Renovation for the City of Panama City
- ▼ Perdido Key Fire Station and Community Center
- ▼ Bay County Courthouse Addition
- ▼ South Walton Fire District Fleet Maintenance & Training Tower
- ▼ Henderson Beach Master Plan
- ▼ Cascades Mixed-Use Development, Tallahassee
- ▼ Naturewalk Welcome Center





EXPERIENCE OF THE TEAM

Smith Seckman Reid, Inc.



SSR EXPERIENCE INCLUDES :

Smith Seckman and Reid will assist with HVAC/Mechanical services related to task assignments. At the ***Le Bonheur Children's Hospital in Memphis, Tennessee*** SSR provided technology design services including a communication system design, clinical consulting, and project management. SSR, along with the rest of the project team, (which included CBRE (Owner's representative), HKS (Architect), Balfour Beatty Construction (Construction Manager) utilized the Integrated Project Delivery (IPD) method to ensure a collaborative, and ultimately successful, project. Having frequent group work sessions and team sessions, the entire project team bonded and was able to make more informed decisions which contributed the success of the project. Early planning for IT equipment allowed for SSR to provide the design team specifications early, eliminating re-designs. SSR provided services for an OR video install, and a new nurse call system that allows for easy expansion. Towards the end of the project, SSR was asked to provide project management on site and oversee many of the inspections.



At the ***Tradition Medical Center in Port St Lucie, Florida*** SSR also provided technology design services, including communication system design, clinical consulting, and project management. SSR, along with the rest of the project team, (which included CBRE (Owner's representative), HKS (Architect), Balfour Beatty Construction (Construction Manager) utilized the Integrated Project Delivery (IPD) method to ensure a collaborative, and ultimately successful, project. Having frequent group work sessions and team sessions, the entire project team bonded and was able to make more informed decisions which contributed the success of the project.



SSR will also assist with recreational spaces and athletic fields. Their athletic facility experience includes stadiums and practice facilities for professional teams to local parks and sportsplex facilities. They understand the need for a facility to be flexible enough to host concerts, tournaments, games or other diverse events.

This includes a soccer field complex in ***Memphis Tennessee for the Christian Brothers University***, the ***Joker Marchant Stadium in Lakeland, Florida*** a \$40 million project home to the MLB Detroit Tigers Spring Training Camp. It includes 75,000 SF clubhouse, weightroom, four workout fields, and batting cages.





EXPERIENCE OF THE TEAM

NOVA



NOVA HAS PROVIDED GEOTECHNICAL SERVICES FOR THE FOLLOWING PROJECTS :

NOVA served as a Geotechnical sub-consultant to Volkert on the following projects in Northwest Florida (many of which can be found in experience write ups on previous pages)-

- ▼ Sidewalk Improvement Project for Kings Middle School and Glover Lane for the Santa Rosa County Board of County Commissioners
- ▼ Master Stormwater Pond Design for Private Property in East Milton for Vic's of Navarre
- ▼ Stillbrook Road Drainage Improvements, Escambia County Commission
- ▼ Chimney Pines Stormwater Drainage Improvements, Escambia County Commission
- ▼ Jeff Ates Road Site Certification, Santa Rosa County Board of County Commissioners
- ▼ Ten Mile Creek Stream Stabilization for the Escambia County Commission
- ▼ Pea Ridge Connector in Santa Rosa County for the Santa Rosa County Board of County Commissioners
- ▼ Development of the Pensacola Beach Congestion Management Plan, Pensacola, FL for the Escambia County Commission

Pensacola Bay Bridge, Pensacola/Gulf Breeze, Escambia/ Santa Rosa Counties, FL for FDOT -

The \$398.5 million Pensacola Bay Bridge replacement project will construct a new U.S. 98 (State Road 30) bridge across Pensacola Bay. U.S. 98 is an important east-west transportation corridor and a primary hurricane evacuation route for the Florida Panhandle Gulf Coast. Constructed in 1960, the current Pensacola Bay Bridge is nearing the end of its anticipated lifespan. Plans call for the new Pensacola Bay Bridge to be constructed parallel, and immediately, west of the existing bridge. The new bridge will be two separate structures, one for eastbound traffic and the other for westbound. Each of the new bridges will accommodate the following Three 12-foot travel lanes; Ten-foot inside and outside shoulders; and a 10-foot multi-use path for pedestrians and bicyclists. NOVA is providing verification testing services for FDOT on the precast and cast in place concrete and other materials being utilized for the bridge project.



Municipal Support Services for Collier County, FL - NOVA has been providing municipal support services to Collier County's Building Department since 2013. Based on the County's needs and workload, this support includes 1 to 5 Certified Building Officials, Examiners and/or Inspectors. Geographic Size: 2,305 square miles Approximate Population: 339,642

Municipal Support Services for the City of Tampa, FL - NOVA has been providing municipal support services to City of Tampa's Building Department since 2013. Based on the City's needs and workload, this support includes 1 to 5 Certified Building Officials, Examiners and/or Inspectors. Geographic Size: 170.6 square miles Approximate Population: 347,645

Municipal Support Services for Pasco County, FL - NOVA began providing municipal support services to Pasco County's Building Department in 2013. Based on the County's needs and workload, this support includes 2 to 3 Certified Building Officials, Inspectors and/or Plan Reviewers. Geographic Size: 868 square miles Approximate Population: 475,502



EXPERIENCE OF THE TEAM

SCS Engineers, Inc.

SCS ENGINEERS
Environmental Consultants and Contractors

SCS EXPERIENCE INCLUDES :

Releases or threatened releases of hazardous substances, and the management of hazardous wastes, are subject to a complex web of EPA regulations issued under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, also called Superfund) and Subtitle C of the Resource Conservation and Recovery Act (RCRA). SCS Engineers provides expert regulatory compliance and remediation assistance to our clients. Our professionals understand the regulations and what they mean to infrastructure projects.

Their experience includes:

- ▼ Facility Decommissioning and Demolition
- ▼ Hazardous Waste Handling (RCRA)
- ▼ Remediation Design-Build Services
- ▼ Vapor Intrusion Mitigation Systems

Taken together, the collection, recycling, and disposal of solid waste are among the costliest of municipal services. Waste handling is also becoming more expensive because of recycling mandates, tighter landfill standards, and unstable markets for recyclable materials. The careful planning and implementation of solid waste management programs are high priorities for government and industry. SCS Engineers offers comprehensive integrated planning services to assist in achieving your goals in integrated waste management.

These experience includes:

- ▼ Waste Generation Studies
- ▼ Waste Characterization Studies
- ▼ Waste Management Plans and Reports
- ▼ Program Design, Implementation & Monitoring
- ▼ Grant Writing
- ▼ Ordinance Preparation & Implementation
- ▼ Business Waste Assessments & Technical Assistance
- ▼ Rate Studies
- ▼ Collection Service & Facility Development Procurements
- ▼ Privatization Studies
- ▼ Hauler Audits

SCS offers technical expertise as well as the economic and regulatory experience to help program managers develop effective integrated waste management programs while keeping an eye on the bottom line.

From designing solid waste management facilities to establishing zero-waste policies, SCS Engineers is uniquely positioned to assist clients with any phase of solid waste management planning.



EXPERIENCE OF THE TEAM

Gulf Coast Professional Surveying, Inc.



GCPS EXPERIENCE INCLUDES :

Professional Surveying & Geomatics services covering the states of Florida, Alabama, and Mississippi. 27 years of multidisciplinary experience in surveying, engineering, and construction management that extend throughout the residential, commercial, and industrial construction fields for projects spread all across the Gulf Coast States.

Efforts include major public, private and government projects involving residential and multi-family developments, commercial/retail development, roads and drainage, water and wastewater treatment, industrial and solid waste, geodetic and aerial imagery control, parks and recreational development projects, and aviation/military facility projects.

Their experience include:

- ▼ Boundary & Topographic Surveys
- ▼ Construction Stakeout
- ▼ GPS
- ▼ Elevation Certificates
- ▼ Legal Descriptions



EXPERIENCE OF THE TEAM

South Coast Engineers



SOUTH COAST ENGINEERS EXPERIENCE INCLUDES:

South Coast Engineers has provided coastal engineering services to Volkert on the following projects:

- ▼ PD&E Study for SR 30E Cape San Blas from North of Test Site D3A Entrance to Coastline Drive known as Stump Hole in Port St. Joe, Florida for FDOT - The overall objective was to provide for preservation of the SR 30E roadway, public and private property, and natural resources. The improvements were required to withstand a 100-year storm event and minimize adverse impacts associated with the long-term erosion along the shoreline. Volkert developed several concepts, varying from beach re-nourishment to bridge structures that would combat the coastal erosion and wave attack. The alternatives proposed would withstand these forces in order to provide for a more reliable transportation and evacuation link. **South Coast Engineers** provided the coastal engineering services for hydrodynamic modeling and analysis.
- ▼ **Post Katrina Finfish and Shellfish Recovery Project, Little Bay Peninsula, a CIAP project, in Bayou La Batre, Alabama for ADCNR** - Volkert was chosen to complete a full environmental and coastal engineering analysis of the project site as part of an ambitious project aimed at restoring the peninsula, providing new habitat for an area that currently has experienced a significant loss of oyster fishery due to the saltwater influx, and the beneficial use of dredge materials in the creation of new salt marsh habitat. **South Coast Engineers** provided the coastal engineering services for the planning and design of a coastal marsh ecosystem restoration/creation project.

East End Beach and Barrier Island Restoration Project, Dauphin Island, Alabama for the Town of Dauphin Island - South Coast Engineers served as the Town of Dauphin Island's agent/coastal engineer in every phase; planning, preliminary design, permitting services, final design, and construction; of the first major beach restoration project in the history of Dauphin Island, Alabama. The project included nourishment of almost one mile of beach with 320,000 cubic yards of sand pumped from over 4 miles offshore as well as nearshore segmented rock breakwaters designed to reuse and realign rocks from a flanked groin field.

Mon Louis Island Living Shoreline Project, South Mobile County, Alabama for the Mobile Bay National Estuary Program - South Coast Engineers was competitively selected to design and permit a living shoreline demonstration project along 670 feet of the western shore of Mobile Bay. A primary goal of the project was to develop a solution which would stabilize the shoreline while preserving and restoring as much natural habitat as possible. The innovative, custom solution resulted in the preservation of intertidal sandy habitat (flounder) and created nearshore oyster reef habitat that is now attracting sport fish species (speckled trout). This project was part of a Community Development Block Grant and local citizens were engaged through visioning charrettes, planning, and project status meetings. South Coast Engineers also assisted during the construction phase of the project by providing relevant coastal engineering services. The project has been highly successful and has been documented through regular aerial imagery.

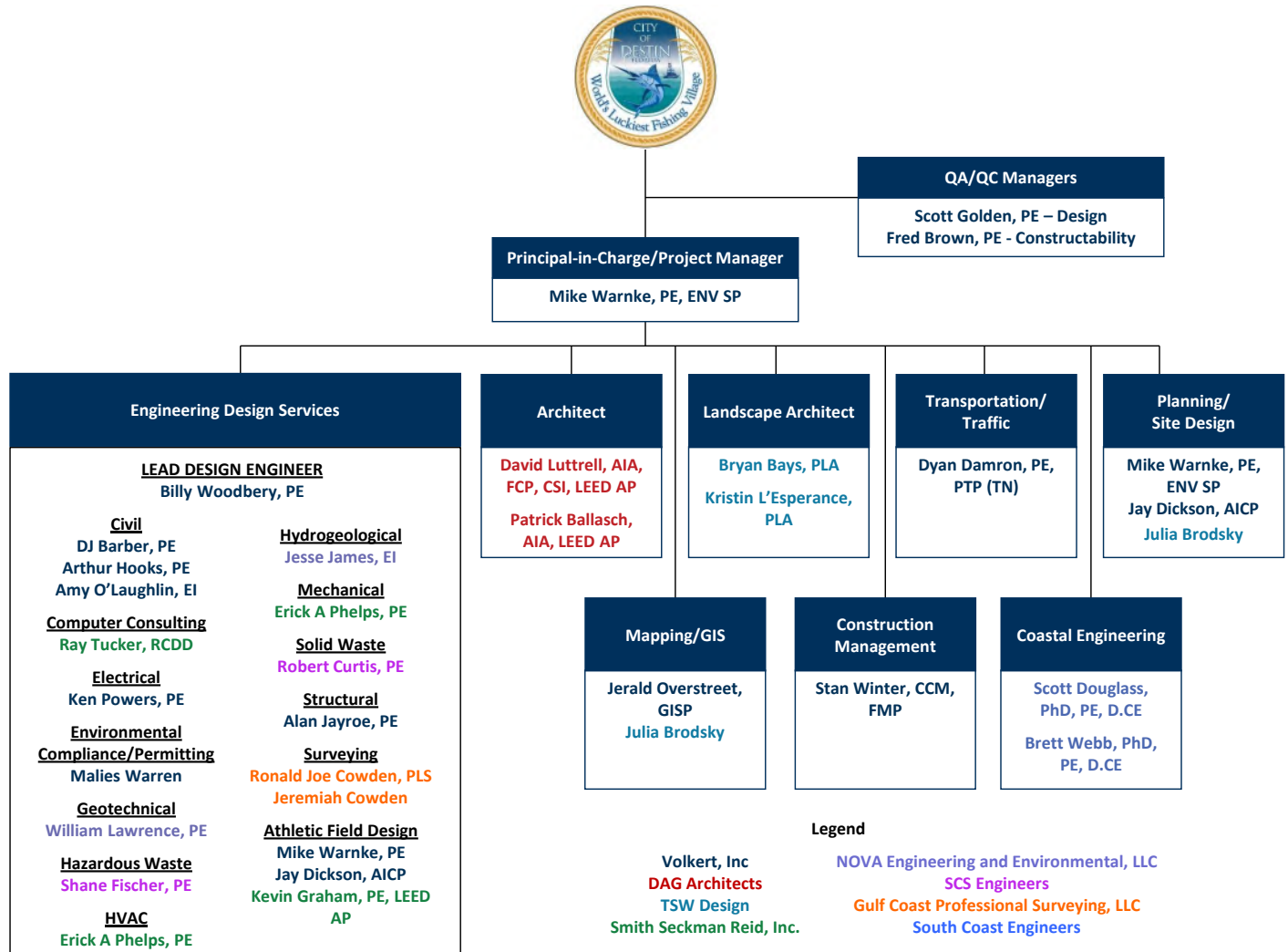
Investigation of Restoration of Hydrology on Mobile Bay Causeway, Spanish Fort, Alabama for the ADCNR - South Coast Engineers provided coastal engineering services for a feasibility study focused on improving the hydrology and estuarine processes of Mobile Bay. South Coast Engineers performed field data collection in the estuary including bathymetric mapping, obtaining flow measurements, and recording tidal elevations throughout the study area. These data were used to develop and validate a highly-resolved hydrodynamic model (ADCIRC) to evaluate the modified flows which would result from replacing sections of the US 90/98 earthen causeway with bridge/culvert sections. Model results were also used to characterize potential changes in sediment transport, erosion, and deposition as a result of the modified tidal currents.



PROJECT TEAM/RESUMES

Organization Chart

The personnel and our Teaming partners shown on the organization chart below will lead the services for this contract. They have been chosen specifically for their proximity to the client, and their knowledge of the Okaloosa County area.



Key Resumes

In accordance with the requirements of the RFQ we have only provided four key resumes for the project, additional personnel resumes can be provided, if requested. We feel that the key success of any project is the management and QA/QC of the project. Therefore the four resumes we have chosen, found on the following pages, highlight our Principle-in-Charge/Project Manager who can bind the company on this contract and will be the main point of contact for the City, our Lead Design Engineer and our QA/QC personnel.

We recognize that the City will NOT allow substitutions of key project members during the contract period without written agreement of the City prior to that employee working on any task assignments. We commit to the City that this team will be immediately available upon notice to proceed.



QUALIFICATIONS

23 years of experience

Education:

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

Registration:

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

Training/Certification

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

Volkert commits to the City of Destin that Mr. Warnke will be committed to this project in his role, as shown, throughout the life of the project.

60% Available for this project

MIKE WARNKE, PE, ENV SP

PRINCIPAL-IN-CHARGE/PROJECT MANAGER

Mr. Warnke joined Volkert in 2014 and has over 23 years of professional engineering experience in the Florida panhandle. His experience includes project management responsible for scheduling, budgeting, design oversight, coordination, and client relations. He is certified as an Envision Sustainability Professionals (ENV SP) as well as a Contractor Quality Management by the U.S. Army Corps of Engineers (USACE).

Relevant Project Experience:

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

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

Project Manager for the Pea Ridge Connector in Santa Rosa County, FL for the Santa Rosa County Board of Commissioners. Volkert was responsible for the development of planning and design for the connector roadway which consists of the design of a 2-lane divided rural roadway section and a 4-lane divided rural section along the designated right-of-way with a design speed of 35 mph. The roadway will include turn lanes, to accommodate schools and future development needs and signalized intersections where necessary. The project involves providing planning, surveying, geotechnical services, traffic engineering, utility design/coordination, environmental permitting, drainage analysis/improvements, signal design, complete design plans, property acquisition assistance, value engineering study, construction estimates and bidding assistance.

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



QUALIFICATIONS

5 years of experience

Education:

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

Registration:

- ▼ FL PE # 87269
- ▼ LA PE # 0042449

Volkert commits to the City of Destin that Mr. Woodbery will be committed to this project in his role, as shown, throughout the life of the project.

60% Available for this project

BILLY WOODBERY, PE

LEAD DESIGN ENGINEER

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

Relevant Project Experience:

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

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

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

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

Project Engineer for the Pea Ridge Connector in Santa Rosa County, FL for the Santa Rosa County Board of Commissioners. Volkert was responsible for the development of planning and design for the connector roadway which consists of the design of a 2-lane divided rural roadway section and a 4-lane divided rural section along the designated right-of-way with a design speed of 35 mph. The roadway will include turn lanes, to accommodate schools and future development needs and signalized intersections where necessary. The project involves providing planning, surveying, geotechnical services, traffic engineering, utility design/coordination, environmental permitting, drainage analysis/improvements, signal design, complete design plans, property acquisition assistance, value engineering study, construction estimates and bidding assistance.



QUALIFICATIONS

29 years of experience

Education:

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

Registration:

- ▼ FL PE #46604
- ▼ GA PE #PE041722

PREVIOUS EXPERIENCE

Prior to joining Volkert Mr. Golden served as FDOT District Design Engineer and District Drainage Design. His roles with at FDOT (1988-2015) in District 3 included:

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

Volkert commits to the City of Destin that Mr. Golden will be committed to this project in his role, as shown, throughout the life of the project.

30% Available for this project

SCOTT GOLDEN, PE

DESIGN QA/QC MANAGER

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

Relevant Project Experience:

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

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

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

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

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



QUALIFICATIONS

28 years of experience

Education:

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

Registration:

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

Training/Certification

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

Volkert commits to the City of Destin that Mr. Brown will be committed to this project in his role, as shown, throughout the life of the project.

30% Available for this project

FRED BROWN, PE

CONSTRUCTABILITY QA/QC MANAGER

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

Relevant Project Experience:

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

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

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

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

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



PROJECT TEAM/RESUMES

Qualifications of Proposed Staff

Volkert has over 1,100 multi-disciplinary professionals on staff corporatewide with experience and qualifications to provide services under this contract. Our team includes many who live and work in Northwest Florida and who have a vested interest in improving the infrastructure in the area.

In addition to the personnel highlighted on the previous pages we have the following FL PEs that will be instrumental in the completion of task assignments under this contract. Mr. Warnke will tailor a team based on the needs of the assigned task utilizing the personnel shown below.

NAME	Firm	Availability %
DJ Barber, PE	Volkert, Inc.	60%
Arthur Hooks, PE	Volkert, Inc.	60%
Amy O’Laughlin, EI	Volkert, Inc.	60%
Ken Powers, PE	Volkert, Inc.	40%
Malies Warren	Volkert, Inc.	60%
Alan Jayroe, PE	Volkert, Inc.	50%
Jay Dickson, AICP	Volkert, Inc.	30%
Dyan Damron, PE, PTP	Volkert, Inc.	30%
Jerald Overstreet, GISP	Volkert, Inc.	30%
Stan Winter, FMP	Volkert, Inc.	30%
Subconsultant Key Personnel		
Ray Tucker, RCDD	Smith Seckman Reid, Inc.	55%
Erick Phelps, PE	Smith Seckman Reid, Inc.	55%
Kevin Graham, PE, LEED AP	Smith Seckman Reid, Inc.	55%
William Lawrence, PE	NOVA Engineering and Environmental, LLC	60%
Jessee James, EI	NOVA Engineering and Environmental, LLC	60%
Shane Fischer, PE	SCS Engineers	30%
Robert Curtis, PE	SCS Engineers	30%
Ronald Joe Cowden, PLS	Gulf Coast Professional Surveying, LLC	45%
Jeremiah Cowden	Gulf Coast Professional Surveying, LLC	45%
David Luttrell, AIA, FCP, CSI, LEED AP	DAG Architects	55%
Patrick Ballasch, AIA, LEED AP	DAG Architects	55%
Bryan Bays, PLA	TSW Design	45%
Kristin L’Esperance, PLA	TSW Design	45%
Julia Brodsky	TSW Design	45%
Scott Douglas, PhD, PE, D.CE	South Coast Engineers	30%
Brett Webb, PhD, PE, D.CE	South Coast Engineers	30%



PROJECT TEAM/RESUMES

Availability

Volkert commits our staff as well as the staff of our team members to be on-call responsive and ready to work for the City of Destin, upon notice to proceed. The Volkert team is committed to providing local and qualified individuals that will manage the City needs from our Panama City Beach office. The personnel shown will lead the efforts for this project, in the areas stated on the organizational chart. Mr. Warnke will work with the City to determine which services are required for the assigned task and coordinate with the team accordingly.

Volkert understands the needs of the City for continuing services contracts and commit to the City that we will make available the necessary personnel for the assigned task.

Location of Services

We will utilize personnel in our Northwest Florida offices located in Panama City Beach, Pensacola, Chipley, and Gulf Breeze, Florida, with Panama City Beach leading the efforts for assignments under this contract.

Willingness to meet Budget/Schedules

Volkert has a history of completing projects on time and with the budget established during scoping and fee meetings with our clients. We do this by realistic planning during the analysis/preliminary phase of the project, and producing a written schedule (usually in Microsoft Project or CPM/bar graph form). The project team meets regularly to discuss known problem areas, potential future issues and concerns, and develops solutions to monitor and maintain progress relative to the schedule.

Volkert utilizes constructability reviews during our quality assurance process. Through review by our construction managers we develop preliminary cost estimates based on the most current construction costs. These estimates will allow us to coordinate with the City to ensure the design meets applicable standards, the Cities need for the facility's users and meets the established budget.

Current Workload

The Volkert Team is committed to the City of Destin for this continuing services contract and the Team is available to start on any assigned task immediately. Mr. Warnke can assign additional personnel at any time is is determined that additional manpower will be required to meet the demands of the City.



PROJECT APPROACH

1

The Typical Plan of Approach for Continuing Services contracts includes the following as assignments are received from the City of Destin:

- ▼ Conduct a kick off meeting with City personnel
- ▼ Gather all available information about the task assignment
- ▼ Form a foundation and understanding of existing conditions
- ▼ Develop a clear understanding of Volkert's role, goals, scope, budget and schedule for services
- ▼ Work with the City to prioritize tasks with available funds assigned
- ▼ Provide required Surveying and Geotechnical Services, as necessary
- ▼ Prepare conceptual plans/studies for each task assigned with deliverables determined by the City
- ▼ Prepare Final Plans/Studies for each assignment with deliverables determined by the City
- ▼ Provide Required Environmental Permitting
- ▼ Provide bid packages and assist in contractor selection
- ▼ Provide CEI services during the construction for each project

Throughout our history, Volkert has served municipal and local government needs, often in the context of “on-call” or continuing services master contracts. In these kinds of contracts, we understand the importance of functioning as an extension of municipal department staff, of being flexible, responsive, and of providing timely and accurate service when called upon.

Volkert has provided services in Northwest Florida for more than 40 years and believe our local expertise can provide the City with the level of experience and innovation that has been our hallmark since 1925. We strive to provide our clients with high quality project results using well qualified individuals to address client issues. Volkert offers total project solutions by providing comprehensive services from preliminary engineering through construction services. Volkert is a large consulting firm with established local ties and experience, which allows us to have not only an understanding of the issues working in Northwest Florida but also the resources and experience required to complete any task that may be assigned by the City under this contract.



PROJECT MANAGEMENT

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

- Purpose • Focus • Vision • Communication

We do this consistently through:

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

Mike Warnke, PE, ENV SP, is Volkert's Principal-in-Charge/Project manager that will be responsible for the management of any project and team as well as he will serve as the primary contact for the City. He will engage each key team members from the initial project kickoff meeting with clients to the final delivery of construction documents. He will coordinate with the team members that will be required to complete any task assigned under the contract. He will work with the City to develop scope of work for assigned projects, construction budgets, staff hour fee proposals and project schedules.



PROJECT APPROACH

2

Upon approval and notice to proceed by the client, a project kickoff meeting for team members that defines design requirements, budget requirements, construction requirements, site conditions and other physical and owner administrative constraints will occur.

Additionally, during this meeting, the team will be informed concerning the file storage locations of the central guidelines, manuals, calculations, and drawings as well as where all new data will be stored for quick job access. Checklists for the various types of work will be presented and procedures will be drafted and posted to allow all project team members to have a clear understanding of their roles and responsibilities for the project.

Prior to initiating the design, the task leader or design staff will review with a peer, his/her plan of attack for completing the design and the options that have been considered including the advantages and disadvantages of each of these options. Once the initial design review/discussion is completed the plan of attack for completing the design will be finalized and will be used to develop the final plans and construction documents. Through experience, Volkert has determined that the peer review process helps us complete successful projects. This process is repeated for all aspects of the design. By giving early and thorough consideration to all options for the design, errors are minimized, and the final product is a well-thought out functional design. Throughout this process, coordination with designated representatives from the City will be ongoing.





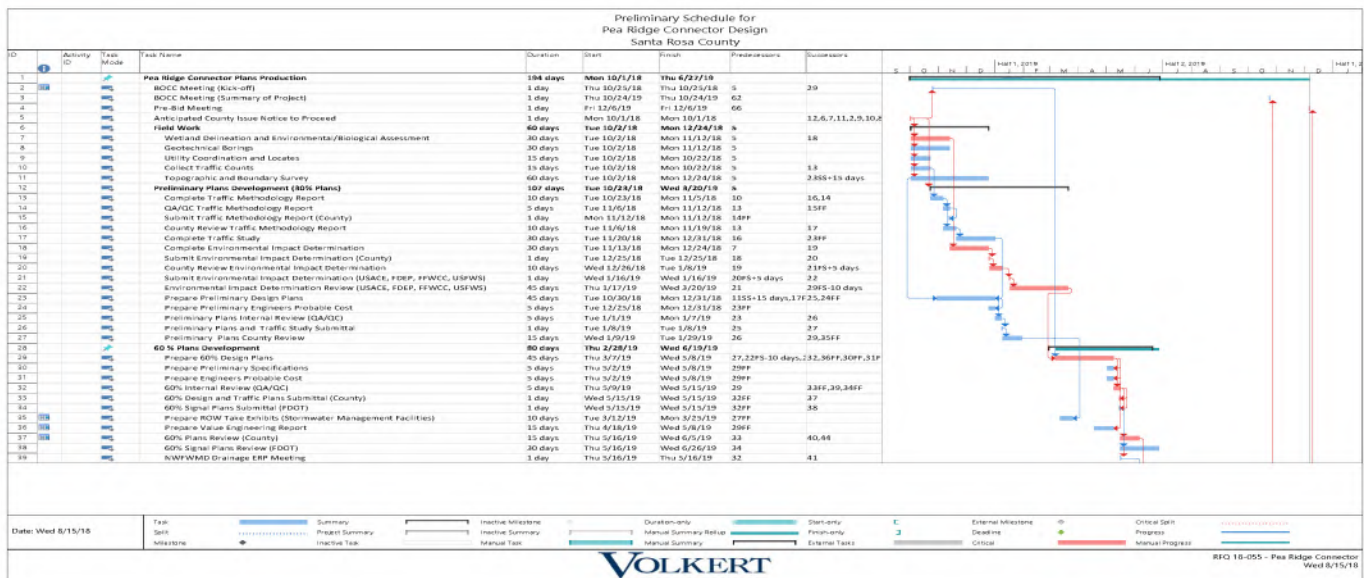
PROJECT APPROACH

Schedule Controls

Mr. Warnke, will be responsible for the management of any assigned task and develop a team tailored to efficient completion of that task.

3

To provide timely delivery he will develop a project schedule to track tasks, permitting activities, document preparation and delivery. Prior to beginning any task, we will meet with the City to determine critical dates, wants and needs regarding the assignment. After acceptance of the schedule and during the design process, weekly progress reports or information from discussions with the individual team members will be reviewed for project progress and the project schedule will be updated. Tracking progress against the project's calendar will allow for additional resources to be utilized in the event additional efforts are required. The project manager will provide schedule updates to the City project manager including any schedule issues and remediation efforts that are underway to fix.



Sample of the type of schedule we would utilize, created in Microsoft Project

Budget Controls

The goal of a successful project also includes producing a sound product within budget. The budget for each task will be developed utilizing the staff hour agreement submitted to and approved by the City for each task. Once the budget is approved by the client, contractual agreements determining the set deliverable and cost for the deliverable will be issued to each subconsultant.

Each month, just as internal staff hours are reviewed against the projects schedule; the internal staff hours, as well as the invoices submitted by subconsultants, will be reviewed for budgeting purpose using Deltek Vision (Our corporate project accounting software). Utilizing these detailed reports from Deltek Vision. Mr. Warnke will approve all invoices submitted to the City for payment or, if necessary, request additional information from the subconsultants to document work completed. A summary of all work completed that month will accompany each monthly invoice.



PROJECT APPROACH

Quality Control

Volkert has developed and utilizes a robust quality control program for all projects. Our proven Quality Control Process engages two professionals who will evaluate and review all deliverables produced by the Volkert team (including deliverables produced by subconsultants). The project specific Quality Assurance plan, that will be developed at project kick-off, will detail the steps required for all documentation; client and team communication; and contract, schedule, and budget compliance reviews.

4

The initial QA/QC review will be completed by **Scott Golden, PE**, Volkert's Quality Assurance/Quality Control (QA/QC) Manager responsible for reviewing designs, services, and construction plans for quality. He is responsible for improving the QA/QC checklists as required for continuous improvement of the process; and is tasked with making current checklists available to Quality Assurance Team Members. Utilizing his 27 years of experience at FDOT as drainage and district design engineer, the projects design aspects, calculations and deliverables will be reviewed for conformance to applicable design standards and county requirements.



Additional constructibility reviews during this process will be completed by **Fred Brown, PE**. Fred's 15 years in construction will allow him to confirm the constructability of the proposed project. Utilizing the formal quality control efforts defined at the beginning of the project, each team member will have access to all comments in order to minimize the duplication of comments and efforts. This comment response process is documented through the life of the project and all documentation is available upon request, if the client requires. Volkert's documentation for the project decisions made and how determined will be clearly known and coordinated. We will keep the county aware of the issues and the steps that were taken to resolve them. These in-house quality review procedures and detailed checklists will be used to produce a quality set of plans/studies for any project that is assigned to under this contract and to minimize the comments from Permitting Agency reviews.





REFERENCES

References

The Volkert Team has several long standing clients, with a few of them listed below, that are available to discuss with the County our qualifications, and their experience with our personnel. We urge you to contact the following client references to gain a better understanding of what our team can provide to our clients and how we can best serve the City.

VOLKERT, INC.

City of Pensacola

Project: Areawide traffic signal timing coordination

Escambia/Santa Rosa Co

PO Box 12910

Pensacola, FL 32521

Ryan Novota, Traffic Engineer

P: 850-436-5655 F: 850-435-1611

RNovota@cityofpensacola.com

Santa Rosa County, Florida

Project: Whiting Aviation Park, Phase I; Jeff Ates Road

Industrial Site Certification

Santa Rosa County Economic Development

6491 Caroline Street, Suite 4

Milton, FL 32570-4592

Shannon Ogletree, Director

p. 850-623-0174 c. 850-791-0195

shannon@santarosa.fl.gov

Florida Department of Transportation D3

Project: Numerous projects since 1991

1074 Highway 90

Chipley, FL 32428

Jared Perdue, PE, Director of Transportation Development

P: 850-415-9214 F: 850-415-9761

jared.perdue@dot.state.fl.us

DAG ARCHITECTS

Wood + Partners, Inc.

1211 Miccosukee Road

Tallahassee, FL 32308

850.391.0360

Shawn Kalbli, MLA, ASLA

Project: Trust for Public Land Innerarity Point Park Perdido Key, Florida

Escambia County, Florida

Project: Numerous projects since 2015

221 Palafox Place

Pensacola, FL 32502

P: 850-595-2413

Derek Fox, Senior Project Coordinator/FEMA Coordinator

Public Works Department, Engineering Division

dfox@co.escambia.fl.us

Emerald Coast Utility Authority

Project: ECUA Overview report Cantonment Trunk Force

Main Upgrades

9255 Sturdevant Street

Pensacola, FL 32514

Stacy Hayden, Engineering Director

P: 850-969-3310 F: 850-969-6511

william.johnson@ecua.fl.gov

The Trust for Public Land

306 North Monroe Street

Tallahassee, FL 32301

Project: Trust for Public Land Leonard Destin Park Destin, Florida



REFERENCES

TSW DESIGN

City of Bainbridge, Georgia

Project: Continuing Design Services for Master Planning, Landscape Architecture, Architecture, and Civil Engineering (projects have included Chason Park Master Plan, Chason Park Design Phase 1, and Historic Cemetery Master Plan)

Contact: Chris Hobby, City Manager

Phone: 229.248.2006

Email: chrish@bainbridgecity.com

City of Gulf Shores, Alabama

Project: Gulf Place Waterfront Park and Civic Plaza

Contact: Dan Bond, Environmental/Grants Coordinator

Phone: 251.968.9825

Email: dbond@gulfshoresal.gov

City of Stockbridge, Georgia

Project: IDIQ Architecture & Engineering Services (projects have included Amphitheater Park and supporting buildings, Cultural Arts Center, City Hall sign, interior office renovation, and Municipal Courthouse)

Contact: Camilla Moore, Community Development Director

Phone: 678.833.3324

Email: cmoore@cityofstockbridge-ga.gov

SMITH SECKMAN REID, INC.

Debbie Cairncross

City of Bartlett

Purchasing

901.385.6416

dcairncross@cityofbartlett.org

Ed Hudec, PE

Florida Department of Transportation

District Construction Engineer

850.330.1617

Ed.hudec@dot.state.fl.us

Phillip Gainer

Florida Department of Transportation

Chief Engineer

850.330.1205

Phillip.gainer@dot.state.fl.us

NOVA

Bay County Public Works

Attn: Keith Bryant, Director

840 West 11th Street

Panama City, FL 32401

850-248-8301

City of Panama City

Engineering Department

Attn: Dale Cronwell, City Engineer

501 Harrison Ave

Panama City, FL 32402

850-872-3017



REFERENCES

SCE ENGINEERS

Robert Shankle
Solid Waste Division Mgr, Utilities Dept
Manatee County
3333 Lena Road
Bradenton, FL 32411
(941) 748-5543 x5275 robert.shankle@mymanatee.org

T.F. Armbruster
Solid Waste Program Supervisor
Pinellas County
400 South Fort Harrison Avenue
Clearwater, FL 33756
(727) 464-7582
tfarmbru@co.pinellas.fl.us

GULF COAST PROFESSIONAL SURVEYING, LLC

Mark Shaeffer, P.E., Utilities Engineer
City of Panama City Beach, FL
(850) 233-5054

Johnny C. Sims, P.E., Public Works Director
City of Panama City, FL
(850) 872-3170

David F. Silvey, P.E., 325th Fighter Wing Civil Engineering
USAF Air Combat Command, TAFB, FL
(850) 283-8122

SOUTH COAST ENGINEERS

Town of Dauphin Island, Alabama
Mayor Jeff Collier
1101 Bienville Blvd
Dauphin Island, AL 36528
(251) 861-5525
jcollier@townofdauphinisland.org

Alabama Department of Conservation and Natural Resources
Jeremiah Kolb
State Lands Division - Coastal Section
31115 Five Rivers Blvd
Spanish Fort, AL 36527
(251) 621-1216
Jeremiah.Kolb@dcnr.alabama.gov



FLORIDA LICENSES/CERTIFICATIONS

Licenses/Certifications

Please find copies of the following on the next few pages:

- ▼ Sample Insurance Certificate
- ▼ Firm FL PE Licenses
- ▼ Certificates of Authorization to do business in Florida
- ▼ Corporate Resolution giving Signing Authority
- ▼ FDOT Pre-qualification Letters (as applicable)



FLORIDA LICENSES/CERTIFICATIONS

VOLKERT Sample Insurance Certificate

Client#: 25392		VOLKINCO	
ACORD™		CERTIFICATE OF LIABILITY INSURANCE	
		DATE (MM/DD/YYYY) 7/16/2019	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.			
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).			
PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022		CONTACT NAME: Katie Kresner PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): 866.550.4082 E-MAIL ADDRESS: Katie.Kresner@greyling.com	
INSURED Volkert, Inc. 11 N. Water Street, Suite 18290 Mobile, AL 36602		INSURER(S) AFFORDING COVERAGE INSURER A : Zurich American Insurance Co 16535 INSURER B : Travelers Prop Casualty Co of America 25674 INSURER C : Lexington Insurance Company 19437 INSURER D : INSURER E : INSURER F :	

COVERAGES		CERTIFICATE NUMBER: 18-19		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR 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:		GLO013838004	11/01/2018	11/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BAP013837904	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$0		ZUP91M6938718NF	11/01/2018	11/01/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC013838104	11/01/2018	11/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		027015038	07/28/2019	07/28/2020	Per Claim \$2,000,000 Aggregate \$2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

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

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KKRE1



RFQ FOR ENGINEERING AND PROFESSIONAL CONSULTING SERVICES

RFQ #19-01-PS



FLORIDA LICENSES/CERTIFICATIONS

VOLKERT Florida Professional Engineering License



Florida Board of Professional Engineers
2639 North Monroe Street, Suite B-112
Tallahassee, FL 32303-5268

Volkert, Inc.
1408 NORTH WESTSHORE
TAMPA, FL 33607

Each licensee is solely responsible for notifying the Florida Board of Professional Engineers in writing the licensee's current address.

Name changes require legal documentation showing name change. An original, a certified copy, or a duplicate of an original or certified copy of a document which shows the legal name change will be accepted unless there is a question about the authenticity of the document raised on its face, or because the genuineness of the document is uncertain, or because of another matter related to the application.

At least 90 days prior to the expiration date shown on this license, a notice of renewal will be sent to your last known address. If you have not yet received your notice 60 days prior to the expiration date, please call (850) 521-0500, or write, Florida Board of Professional Engineers, 2639 North Monroe Street, Suite B-112, Tallahassee, FL 32303-5268 or e-mail: board@fbpe.org. Our website address is <http://www.fbpe.org>.

State of Florida Board of Professional Engineers

Attests that
Volkert, Inc.



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

Expiration: 2/28/2019

Audit No: 228201902172 R

CA Lic. No:

4641



FLORIDA LICENSES/CERTIFICATIONS

VOLKERT Florida Certificate of Authority

State of Florida Department of State

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

The document number of this corporation is P13159.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 1, 2019, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the First day of April, 2019*



Laundreae
Secretary of State

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FLORIDA LICENSES/CERTIFICATIONS

DAG Florida Professional License



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Licensee Details

Licensee Information

Name:
Main Address:
County:
License Mailing:
LicenseLocation:

DAG ARCHITECTS, INC (Primary Name)
1223 AIRPORT RD
DESTIN Florida 32541
OKALOOSA

License Information

License Type:
Rank:
License Number:
Status:
Licensure Date:
Expires:

Architect Business
Architect Bus
AAC000745
Current/Active
07/02/1981
02/28/2021

Special Qualifications

Corporation

Qualification Effective

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FLORIDA LICENSES/CERTIFICATIONS

DAG Florida Certificate of Authority

State of Florida Department of State

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

The document number of this corporation is F33440.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 7, 2019, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of February, 2019*



Ronald R. Lee
Secretary of State

Tracking Number: 5239980913CC

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FLORIDA LICENSES/CERTIFICATIONS



FLORIDA LICENSES/CERTIFICATIONS

TSW Florida Certificate of Authority

State of Florida Department of State

I certify from the records of this office that TUNNELL, SPANGLER & ASSOCIATES, INC. is a Georgia corporation authorized to transact business in the State of Florida, qualified on March 23, 1990.

The document number of this corporation is P28692.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 9, 2019, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of February, 2019*



Ronald R. R.
Secretary of State

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FLORIDA LICENSES/CERTIFICATIONS

Smith Seckman and Reid Florida Certificate of Authority

State of Florida Department of State

I certify from the records of this office that SMITH SECKMAN REID, INC. is a Tennessee corporation authorized to transact business in the State of Florida, qualified on November 26, 1991.

The document number of this corporation is P36528.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on April 27, 2016, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-seventh day of April,
2016*



Ken Detzner
Secretary of State

Tracking Number: CC8637407647

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FLORIDA LICENSES/CERTIFICATIONS

NOVA Florida Professional License



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Licensee Details

Licensee Information

Name:

Main Address:

License Mailing:

License Location:

NOVA ENGINEERING AND ENVIRONMENTAL, LLC (Primary Name)

3900 KENNESAW 75 PARKWAY
SUITE 100
KENNESAW Georgia 30144

3900 KENNESAW 75 PARKWAY
KENNESAW GA 30144

License Information

License Type:

Rank:

License Number:

Status:

Licensure Date:

Expires:

Special Qualifications

Alternate Names

Certificate of Authorization

Cert of Auth

27772

Current

10/12/2007

02/28/2021

Qualification Effective

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FLORIDA LICENSES/CERTIFICATIONS

NOVA Florida Certificate of Authority

State of Florida Department of State

I certify from the records of this office that NOVA ENGINEERING AND ENVIRONMENTAL, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on July 23, 2007.

The document number of this limited liability company is M07000004372.

I further certify that said limited liability company has paid all fees due this office through December 31, 2017, that its most recent annual report was filed on January 23, 2017, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-third day of January,
2017*



Ken Detzner
Secretary of State

Tracking Number: CC6234264895

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FLORIDA LICENSES/CERTIFICATIONS



FLORIDA LICENSES/CERTIFICATIONS

SCS Florida Certificate of Authority

State of Florida Department of State

I certify from the records of this office that STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. is a Virginia corporation authorized to transact business in the State of Florida, qualified on December 21, 1987.

The document number of this corporation is P17311.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 8, 2019, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of January, 2019*



A. [Signature]
Secretary of State

Tracking Number: 5359022776CC

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FLORIDA LICENSES/CERTIFICATIONS

GCPS Florida Professional License

1				
RONALD JOE COWDEN				
417 BAY SHORE DR, PANAMA CITY BEACH, FL 32407-5458				
				Complaints 0
				Print
License Type	License#	Issued	Expires	Status
Surveyor and Mapper	LS5323	01/05/94	02/28/21	Active
Surveyor of Record For	LB7840	06/16/10	02/28/21	Active
1				



FLORIDA LICENSES/CERTIFICATIONS

South Coast Engineers Florida Certificate of Authority

State of Florida Department of State

I certify from the records of this office that SOUTH COAST ENGINEERS, L.L.C. is an Alabama limited liability company authorized to transact business in the State of Florida, qualified on November 9, 2015.

The document number of this limited liability company is M15000009003.

I further certify that said limited liability company has paid all fees due this office through December 31, 2018, that its most recent annual report was filed on February 26, 2018, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

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



Ken Detzner
Secretary of State

Tracking Number: CC1164748072

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CORPORATE SECRETARY'S RESOLUTION

RSA Battlehouse Tower | Suite 18290
11 N. Water Street | Mobile, AL 36602
251.342.1070

VOLKERT

SECRETARY'S CERTIFICATE OF RESOLUTION

I, Roger C. Guilian, Secretary of the Board of Volkert, Inc., a corporation organized under the laws of the State of Alabama, and authorized to do business in the State of Florida, do hereby certify that the Board of Directors of Volkert, Inc. adopted the following Resolution at its annual meeting on May 30, 2019, pursuant to a unanimous vote.

4. Resolution re Authorization of Certain Officers to Execute Contracts

RESOLVED, that all prior resolutions of this Board of Directors specifying the Officers of this Corporation having power and authority to execute contracts in the name of this Corporation, for the performance of engineering and related services, be, and the same hereby are, revoked prospectively effective this date; and

RESOLVED FURTHER, that each of the Officers hereinafter designated be, and hereby is, authorized, empowered and directed to enter into, execute and deliver in the name of and on behalf of this Corporation, contracts for the performance of engineering and related services, and all subcontracts in connection, therewith, and to take in connection therewith such actions as such officer may deem necessary and proper for the business of this Corporation, without further act or resolution of this Board and without the necessity of the signature of said Officer being attested by the Secretary of this Corporation or any other Officer thereof, provided, however, that the Secretary, and any Assistant Secretary hereof, is hereby authorized and directed to attach the Corporate seal of this Corporation and to attest the signature of any said Officer when requested to do so by said Officer, viz.:

Perry A. Hand	Chairman of the Board
Gerald "Jerry" Stump	President & Chief Executive Officer
David A. Allsbrook, Jr.	Chief Operating Officer
Michael B. Harper	Senior Vice President, Gulf Field Region
David M. Webber	Senior Vice President, Gulf Design Region
James D. "Bo" Sanchez	Senior Vice President, Florida Region

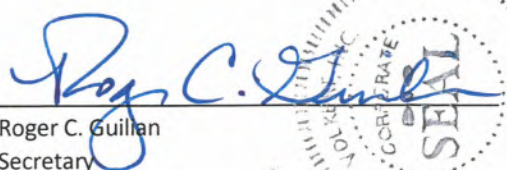
CORPORATE SECRETARY'S RESOLUTION

RSA Battlehouse Tower | Suite 18290
11 N. Water Street | Mobile, AL 36602
251.342.1070

VOLKERT

Leon M. Barkan	Senior Vice President, Program Management Service Leader
Thomas A. Hand	Chief Marketing Officer Member of the Executive Committee
Eugene F. Quinn	Vice President
John W. "Wes" Nelson	Vice President
Brett V. Gaar	Vice President
Fredrick J. "Fred" Brown	Vice President
Rico Lepore	
Mark S. Lauchner	Vice President
➔ Mike Warnke	Assistant Vice President

I further certify that the Resolution is presently in full force and effect and has not been revoked or rescinded as of this date. In witness whereof, I hereupon set the seal of this Corporation on this, the 3rd day of June 2019.



Roger C. Guillan
Secretary





Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

July 2, 2019

Bo Sanchez, Senior Vice President
VOLKERT, INC.
11 North Water Street, Suite 18290
Mobile, Alabama 36602

Dear Mr. Sanchez:

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

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

Group 3 - Highway Design - Roadway

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

Group 4 - Highway Design - Bridges

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

Group 5 - Bridge Inspection

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

Group 6 - Traffic Engineering and Operations Studies

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

Group 7 - Traffic Operations Design

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

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

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2020 for contracting purposes.

Approved Rates

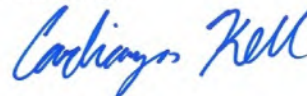
Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
158.56%	118.44%	0.580%	Reimbursed	No	7.12%	12.47%*

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

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

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

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

July 24, 2019

Edwin Sharp Smith, Principal
SMITH SECKMAN REID, INC.
3243 East James Lee Boulevard
Crestview, Florida 32539

Dear Mr. Smith:

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

Group 3 - Highway Design - Roadway

- 
- 3.1 - Minor Highway Design
 - 3.2 - Major Highway Design

Group 4 - Highway Design - Bridges

- 4.1.2 - Minor Bridge Design

Group 7 - Traffic Operations Design

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

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection
- 10.4 - Minor Bridge & Miscellaneous Structures CEI
- 10.5.1 - Major Bridge CEI - Concrete
- 10.5.2 - Major Bridge CEI - Steel

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until July 31, 2020 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
171.70%	159.66%	0.437%	Excluded	No	11.17%	10.53%*

www.fdot.gov

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

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

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

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator



PROCUREMENT FORMS/DOCUMENTS

Required Forms

Please find the following forms/required information below:

- ▼ Signature Sheet
- ▼ 52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
- ▼ Veteran Business Enterprise Participation Form
- ▼ Small Business Enterprise Statement
- ▼ Drug Free Workplace Certification
- ▼ Public Entity Crimes Statement



RESPONDENT

ACKNOWLEDGEMENT

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

RFQ Title: ENGINEERING AND PROFESSIONAL
CONSULTING SERVICES

RFQ Number: 19-01-PS

RFQ Received By: **August 15 , 2019, NO LATER THAN 2:00 P.M. (CT)**

RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom, unless specified otherwise, on: **August 15 2019, no later than 2:00 P.M. (CT)** and may not be withdrawn within ninety (90) days after such date and time.

Name of Vendor: Volkert, Inc.

Federal I.D. Number: 63-0247014

A Corporation of the State of: Alabama

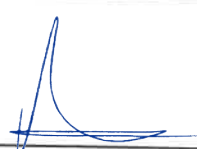
Area Code: 850 Telephone Number: 588-1618

Area Code: FAX Number: N/A

Mailing Address: 14101 Panama City Beach Parkway, Ste 190

City/State/Zip: Panama City Beach, FL 32413

Vendor Mailing Date: 8/15/2019


Authorized Signature

Mike Warnke, PE, ENV SP

Name Typed

A D D E N D A

**CITY OF DESTIN
FLORIDA**

**RFQ TITLE: ENGINEERING AND PROFESSIONAL
CONSULTING SERVICES**

RESPONDENT: Volkert, Inc.

DATE SUBMITTED: 8/15/2019

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

Having studied the documents prepared by:

CITY OF DESTIN

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

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

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

CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN"**

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract City of Destin

2. This sworn statement is submitted by
Volkert, Inc.

whose business address is 14101 Panama City Beach Parkway, Ste 190, Panama City Beach, FL 32413
and (if applicable) Federal Employer Identification Number (FEIN) is 63-0247014 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Mike Warnke, PE, ENV SP and my relationship to the entity named above is
Assistant Vice President/NWF Lead

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

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

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

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

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

City of Destin, Florida

RFQ No. 19-01-PS, "QUALIFICATIONS FOR PROFESSIONAL Consulting Engineering Services for the City of Destin"

Public Entity Crime Form Page 2 of 2

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.)

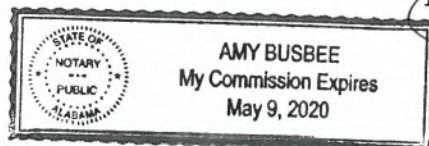
(Signature)

Date: 8/9/2019

STATE OF FLORIDA
COUNTY OF Okaloosa

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 9th day of August, 2019, and is personally known to me, or has provided as identification.

My Commission expires:



Notary Public

CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN"**

DRUG-FREE WORKPLACE CERTIFICATION

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

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

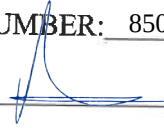
As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Volkert, Inc.

ADDRESS: 14101 Panama City Beach Parkway, Ste 190

CITY: Panama City Beach STATE: Florida ZIP CODE: 32413

TELEPHONE NUMBER: 850-588-1618

SIGNATURE:  DATE: 8/9/2019

NAME (TYPED OR PRINTED): Mike Warnke, PE, ENV SP

TITLE: Assistant Vice President/NWF Lead

**CITY OF DESTIN, FLORIDA
REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN"**

CONFLICT OF INTEREST DISCLOSURE FORM

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

YES _____

NO ✓

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

YES _____

NO ✓

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

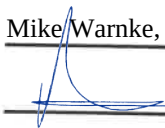
YES _____

NO ✓

If YES, please describe:

FIRM NAME: Volkert, Inc.

BY (PRINTED): Mike Warnke, PE, ENV SP

BY (SIGNATURE): 

TITLE: Assistant Vice President/NWF Lead

ADDRESS: 14101 Panama City Beach Parkway, Ste 190
Panama City Beach, FL 32413

PHONE NO. 850-588-1618

E-MAIL mike.warnke@volkert.com

CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN"**

LIABILITY & INDEMNIFICATION FORM

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

Volkert, Inc.

CONSULTANT's Company Name

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

Physical Address

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

Mailing Address

850-588-1618

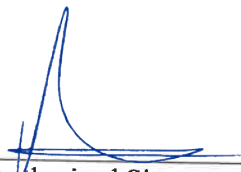
Phone Number

850-512-8935

Cellular Number

mike.warnke@volkert.com

Email address


Authorized Signature – Manual

Mike Warnke, PE, ENV SP

Authorized Signature – Typed

Assistant Vice President/NWF Lead
Title

N/A

FAX Number

850-512-8935

After-Hours Number(s)

8/9/2019

DATE

CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN"**

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 19-01-PS. - QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR THE CITY OF DESTIN, the undersigned certifies the following:

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

Sincerely,

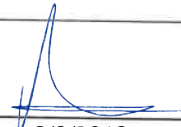
Mike Warnke, PE, ENV SP, Assistant Vice President/NWF Lead

Name and Title

ENGINEERING AND PROFESSIONAL CONSULTING SERVICES SCHEDULE OF SUB-CONTRACTORS

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

<u>Name of Sub- Consultant</u>	<u>Address of Sub- Consultant</u>	<u>License No.:</u>	<u>Task</u>	
DAG Architects	1223 Airport Road Destin, FL 32541	AAC000745	Architectural	
TSW Design	1389 Peachtree ST NE Suite 200 Atlanta, GA 30309	applied for	Landscape Architect	
Smith Seckman Reid, Inc.	3243 E. James Lee Blvd Crestview, FL 32539	P36528	Computer/HVAC/Mechanical/ Athletic Field Design	
NOVA Engineering & Environmental, LLC	17612 Ashley Drive Panama City Beach, FL 32413	27772	Geotechnical/Hydrogeological Engineering	
SCS Engineers	3922 Coconut Palm Drive, Suite 102 Tampa, FL 33619	P17311	Hazardous Waste/Solid Waste	
Gulf Coast Professional Surveying, Inc.	417 Bay Shore Drive Panama City Beach, FL 32407	LS5323	Surveying	
South Coast Engineers	PO Box 72 Fairhope, AL 36533	N/A	Coastal Engineering	

Signature 

Date: 8/9/2019

Title/Company Assistant Vice President/NWF Lead, Volkert, Inc.

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

VOLKERT



TRANSPORTATION ▼ ENERGY ▼ WATER ▼ ENVIRONMENT



BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

RFQ No. 19-01-PS: Qualifications for Professional Consulting Engineering Services for the City of Destin



Prepared By:
Baskerville-Donovan, Inc.
14101 Panama City Beach Parkway
Suite 110
Panama City Beach, FL 32413

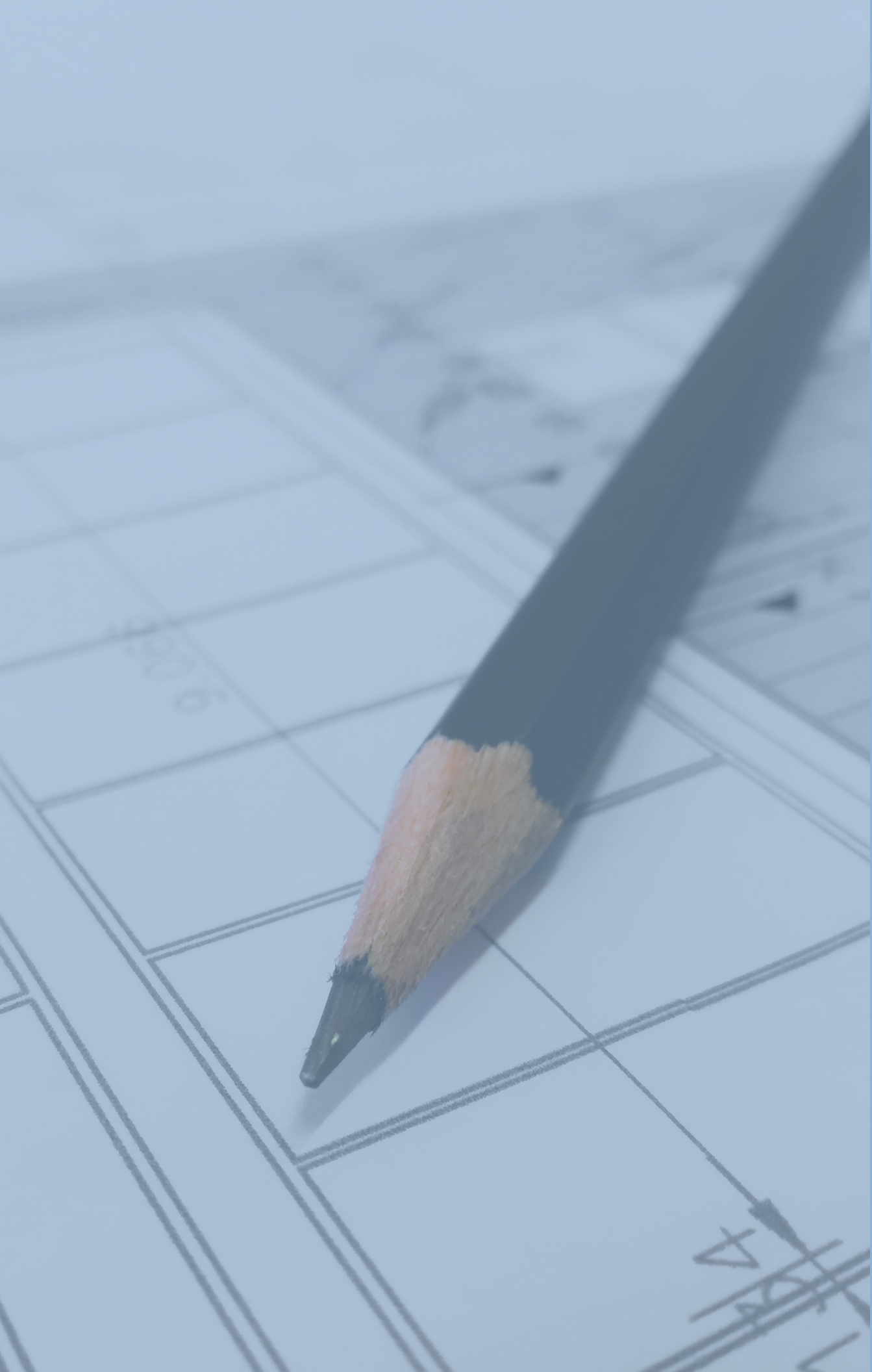
www.baskervilledonovan.com

**ELECTRONIC
COPY**

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1. Letter of Interest



August 15, 2019

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



RE: City of Destin, RFQ NO. 09-12-PS – Professional Consulting Engineering Services

Dear Mr. Johnson:

T. Keith Hill, Executive Vice President

Baskerville-Donovan, Inc. (BDI) brings to the City of Destin a multi-discipline engineering, planning, and survey team that understands the significance of public works, transportation and stormwater infrastructure projects and the impact they have on our communities like the City of Destin. Our long history and active relationships throughout the area allows us to bring great value to the City and our municipal experience has taught us the important characteristics necessary to serve the staff, elected officials, and the citizens of Destin.

We understand that the work assignments will vary in size and nature, and we feel that we can meet your timelines and provide quality work within budget. Our Panama City Beach office has full capabilities and capacity to provide services for any engineering projects you may need under this continuing services contract. Our Project Manager, Alan Hart, P.E., along with a strong team of transportation and stormwater professionals including Keith Guthrie, P.E. and Mike Langston, P.E., are committed to being responsive to any of the City's needs.

The BDI Team wants to ensure the City of Destin understands our strong commitment to assist with projects included in this RFQ. BDI has assembled a team of professionals which allow us to submit qualifications for all seven disciplines, including the thirteen sub-disciplines listed under the Engineering Services identified in the RFQ.

We sincerely appreciate this opportunity to submit our qualifications, and we are confident that our team will provide the best services available to the City of Destin.

"I declare that this proposal is in all respects fair and in good faith without collusion or fraud and that I have the authority to bind the principal proponent, Baskerville-Donovan, Inc."

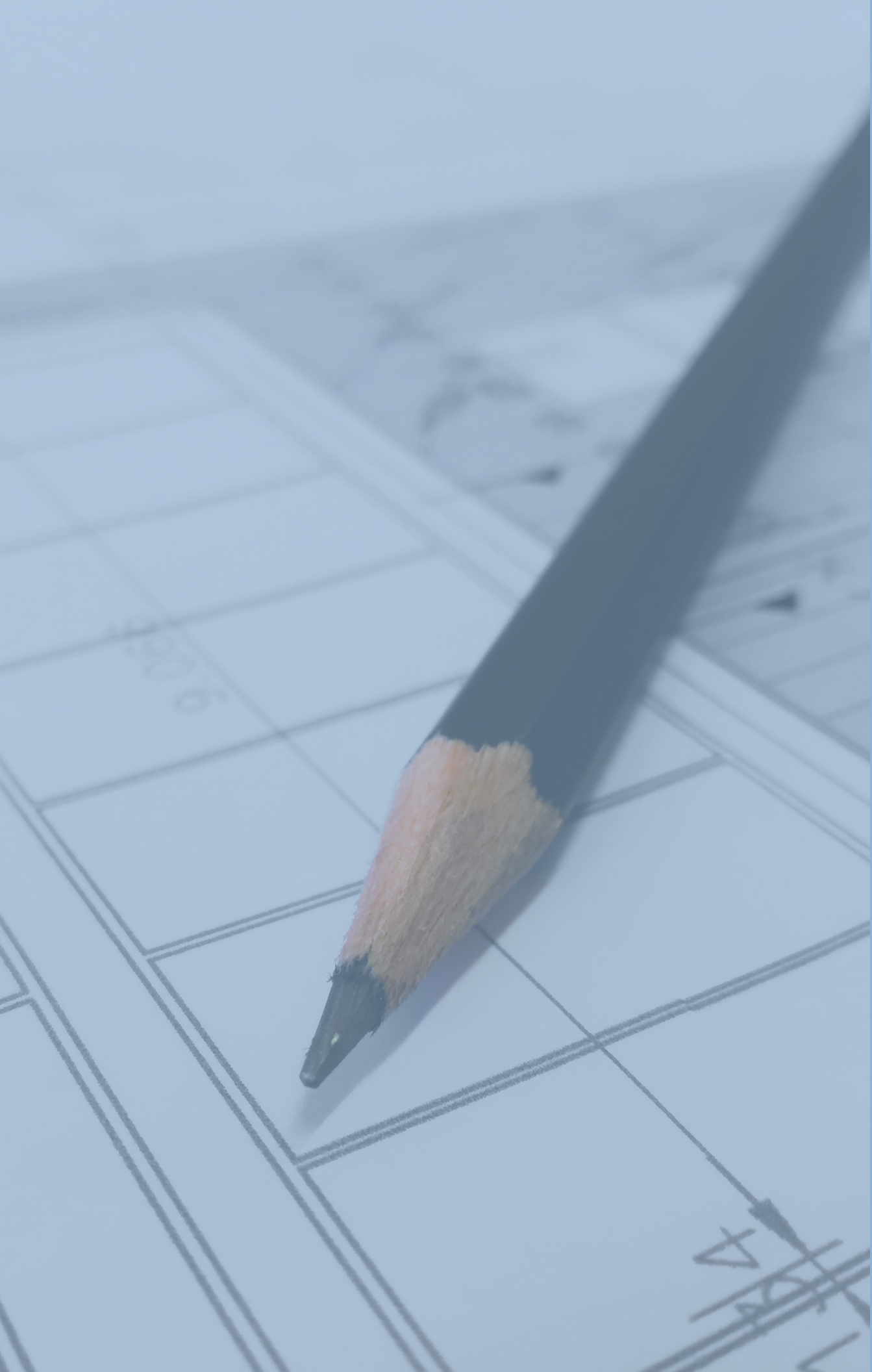
Respectfully submitted,

BASKERVILLE-DONOVAN, INC.



T. Keith Hill, P.E.
Executive Vice President

2. Firm's Proposals



**RESPONDENT****ACKNOWLEDGEMENT**

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

RFQ Title: ENGINEERING AND PROFESSIONAL
CONSULTING SERVICES

RFQ Number: 19-01-PS

RFQ Received By: **August 15 , 2019, NO LATER THAN 2:00 P.M. (CT)**

RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom, unless specified otherwise, on: **August 15 2019, no later than 2:00 P.M. (CT)** and may not be withdrawn within ninety (90) days after such date and time.

Name of Vendor: Baskerville-Donovan, Inc.

Federal I.D. Number: 59-0857184

A Corporation of the State of: Florida

Area Code: 850 Telephone Number: 230-6150

Area Code: 850 FAX Number: 230-6155

Mailing Address: 14101 Panama City Beach Pkwy Suite 110

City/State/Zip: Panama City Beach, FL 32413

Vendor Mailing Date: 8/15/19

Authorized Signature

T. Keith Hill, P.E.

Name Typed



RESPONDENT'S QUALIFICATION STATEMENT

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

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

Submitted By:

Name: **Baskerville-Donovan, Inc.**

Address: **14101 Panama City Beach Pkwy Suite 110**

City, State, Zip: **Panama City Beach, FL 32413**

Telephone No.: **850-230-6150**

Fax No.: **850-230-6155**

Check One

Corporation

Partnership

Individual

Other

X

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

The correct name of the Respondent is:
Baskerville-Donovan, Inc.

The address of the principal place of business is:
449 West Main Street Pensacola, FL 32502

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

- a. Date of Incorporation: **1972**
- b. State of Incorporation: **Florida**
- c. President's name: **Frederick Donovan, Sr.**
- d. Vice President's name: **T. Keith Hill**
- e. Secretary's name: **Cindy Zelius**
- f. Treasurer's name: **Kathleen Koontz**
- g. Name and address of Resident Agent: **Frederick Donovan, Sr.**
449 West Main Street Pensacola, FL 32502

3. If Respondent is an individual or a partnership, answer the following: **N/A**
- a. Date of organization: _____
- b. Name, address and ownership units of all partners:
- _____
- _____
- _____
- c. State whether general or limited partnership: _____
4. If Respondent is other than an individual, corporation or partnership, describe the organization and give the name and address of principals: **N/A**
- _____
- _____
- _____
5. If Respondent is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. **N/A**
- _____
6. How many years has your organization been in business under its present business name?
- 29 years (1990)**
- Under what other former names has your organization operated?
- Baskerville-Donovan Engineers, Inc. (1972)**
- Russell G Patterson and Associates, Inc. (1959)**
- _____
7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.
- See "Licenses" Attachment**
- _____
- _____
- _____
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)

Resumes included in Project Team section.

10. State the name of the individual who will have personal supervision of the work:
T. Keith Hill, P.E., Chief Operating Officer

11. State the name and address of attorney, if any, for the business of the Respondent:
Gary Houston
17 West Cedar Street, Suite 3, 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 Respondent's business and indicate the percentage owned of each such business and/or individual:

Frederick Donovan, Sr. – 49.26% T. Keith Hill – 7.86%

Frederick Donovan, Jr. – 17.10% J. Thomas Williams – 7.86%

David K. Hemphill – 7.86% Jim Waite – 7.86%

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

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

		Revenue Index Number
a.	Government Related Work	7
b.	Non-Governmental Related Work	6
	Total Work (a + b):	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
Hancock (Bob Malloy)	101 W. Garden St., Pensacola, FL 32502	850-444-3231
Trust Mark (Rick Johnson)	19 W. Garden St, Pensacola, FL 32502	850-316-2023
Servis 1st (Rex McKinny)	316 S. Baylen, Suite 100, Pensacola, FL 32502	850-266-9101
Synovus (Alan Nickelsen)	125 W. Romano St., 4th Floor, Pensacola, FL 32502	850-436-4762

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

See "Schedule and Budget" Attachment

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

See "Quality Assurance" Attachment

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

Within 1 business day.

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

N/A

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

See "Claims History Summary" Attachment

SCHEDULE AND BUDGET

Meet Schedules

Baskerville-Donovan's goal is to provide the City of Destin with a finished product on time, every time, and on budget. Each member of the BDI design team assembled under this contract will be composed of talented, experienced professionals with a proven background in the delivery of multi-disciplined planning, engineering, and surveying services. These team members, working with the City staff, will build the City's goals into the finished product. This BDI team has been carefully selected to maximize the project quality and effective attainment of the program goals while staying within the established budgets.

Budget Requirements

After the Project Plan is approved by the BDI Regional Manager, the budget/man-hour, and schedule information is inserted into the corporate financial cost accounting and schedule tracking management system (Deltek Vision®). In addition, as Project Manager, Alan will utilize the scheduling and project scheduling software to monitor progress on this project. To maintain accountability, BDI project schedules and resource requirements are updated regularly by Project Managers. Division and Regional Managers discuss on a weekly basis the current workload, schedule requirements, and staff labor to complete projects and meet the client's schedules. Project Progress Reports are sent to each Project Manager bi-weekly. These budget tracking and schedule control methods allow Project Managers to evaluate the status of their project quickly, and make the needed adjustments to meet, or beat our client's schedules and budgets. The networked scheduling and financial software systems allow Division and Regional Managers to monitor progress on projects and insure that each Project Manager is meeting their commitments with no challenges for project team availability.

Ability to Deliver Projects On-Time and Within Budget

Baskerville-Donovan understands the need to complete projects on-time and within budget, the commitment of available resources, and the importance of providing complete deliverables on those deadline dates to our clients. BDI has been successful in meeting project schedules for our clients throughout our 92-year history. This is a testimony to our commitment to on-time schedules and in-budget projects and the proven track-record of our internal project processes. There are four (4) key elements to BDI's project process that ensure that the schedule requirements are met on every assignment. These key elements are described below:

1. Develop and communicate a clear understanding of our client's scope, schedule, and budget requirements for each project.
2. A corporate commitment of available project team resources necessary to successfully complete the project and meet the schedule.
3. Active monitoring and control of project schedule and budget.
4. Timely and clear communications.

QUALITY ASSURANCE

The Quality Assurance (QA) process of BDI is related to the quality improvement concepts applied by many successful firms. Our point of attack is directed at the root cause of most quality breakdowns, which is a failure to train, direct, and reinforce the staff involved with the project. Our QA program begins with education and training. Staff at all levels (field crews, survey technicians, project managers and principals) receives training on the client's goals and standards. They are instructed on the importance of a well-planned project. They become a fully coordinated team: knowledgeable of how their role is inter-dependent with the roles of all other participants on the project.

BDI is also committed to strong Quality Control (QC) processes. Our QC process is an ongoing effort throughout the entire design process; at each project stage, our submittals are formally reviewed for quality, completeness and consistency. At the beginning of each project, the staff is provided with comprehensive QC checklists. These checklists ensure that each member of the team has reviewed their own work in all applicable areas – prior to submission to the QA/QC officer for formal review and approval.

BDI's formal QC process conforms to all FDOT standard practices and procedures. All reports, surveys, and plans are prepared and signed by their originator. They are then checked by a peer professional, who is not otherwise involved with the project. His independent review identifies any proposed corrections, which are then back checked by the originator, and rechecked by the checker to verify resolution of his original comments. The Project Manager then reviews all checked documents for consistency with the project requirements and for technical adequacy.

The whole QC process employs several visual mechanisms. Red pencil denotes corrections to be made; yellow check indicates corrections have been made; a green check indicates corrections have been verified, etc. These mechanisms verify the step-by-step input and resolution by all participants. Copies of all QC documents are kept on file and available to the client upon request.

For BDI, however, this routine of output-based QC alone is not enough to meet our standards. We believe unless the input and the operating process also are properly controlled, then no one can truly assure Quality is controlled. Thus, for BDI, quality assurance begins at the front end of the process, not at the output end of production. This "front to back" method also allows a "top to bottom" approach. By implementing QC procedures throughout the duration of a project, everyone gets involved. Starting from the Crew Chief all the way to the Chief Executive, each member of this QC team plays a vital role in reviewing field notes, checking accuracy of field measurements, MTS requirements, satisfy scope requirements, etc. Each staff member brings a unique perspective to a project and allows BDI to address all discrepancies.

Sub-Consultant Checking Procedures

The sub-consultants for this project will be required to provide a Quality Control Review of their efforts prior to submittal to BDI for inclusion in submittals. Included with the report documents, the sub-consultants will provide to BDI a formal Quality Assurance Certification indicating that a Quality Control Review has been executed.

Upon receipt of these documents, and the Quality Assurance Certification, BDI's Project Manager will review the documents to ensure that they comply with all applicable technical standards, FDOT program objectives and the project scope. Any deficiencies will be marked and returned to the sub-consultant for review and revision. As with our internal QC procedures, this process will continue (in iterative fashion) until all technical comments and programmatic remarks are resolved. Once all deficiencies are resolved, the final QC documentation will be included in the project Quality Control File.

CLAIMS HISTORY SUMMARY

PROJECT NAME: ECUA Central Water Reclamation Facility – Administration Building

CASE NAME: A.E. NEW JR., INC., Plaintiff/Counter-Claim Defendant/ v. EMERALD COAST UTILITIES AUTHORITY, a Florida Public Utility, Defendant/Counter-Claim Plaintiff/Third Party Plaintiff, v. HATCH, MOTT, MACDONALD FLORIDA, LLC, a Florida Limited Liability Company, and BASKERVILLE-DONOVAN, INC., a Florida Corporation, Third Party Defendants. /BASKERVILLE-DONOVAN, INC., Crossclaim Plaintiff, v. HATCH, MOTT, MACDONALD FLORIDA, LLC, Crossclaim Defendant. /A.E. NEW JR., INC., Third Party Plaintiff, v. AREA GLASS, INC. a Florida Corporation, et al., Third Party Defendant.

CASE NO. 2012-CA-396F

PROJECT DESCRIPTION: During 2012, the Administration Building contractor, AE New, filed a notice of claim alleging numerous issues pertaining to the structural and architectural design and delays of the Administration Building, which was wholly designed by a Subconsultant Architect, Mott-MacDonald and suit against numerous subcontractors alleging subpar work. Baskerville-Donovan, Inc. had no liability and continues to perform work with ECUA.

PROJECT NAME: Escambia County Via De Luna Drive Landscape – Phase 2

CASE NAME: Dung Tien Do v. Levin and Rinke Development, Baskerville-Donovan, Inc., Wallace Sprinkler & Supply, Inc. and Robert Rinke

CASE NO. 2018 CA 001859

PROJECT DESCRIPTION: November 2014, Mr. Do was a pedestrian crossing the Via de Luna Drive from Portofino Island Resort to the beach side. Mr. Do was injured as he was struck by a vehicle while crossing the road. Mr. Do subsequently received a citation from the FHP for leaving a place of safety and entering the path of a vehicle resulting in crash and causing property damage.

The claim asserts that BDI performed landscaping obscured Mr. Do's vision from seeing traffic and likewise obscured traffic and drivers from seeing him. BDI did perform landscaping design along Via de Luna Drive, but nowhere in the vicinity of the accident. A Motion for Summary Judgment for hearing and attempt to obtain judicial resolution of the case has been filed.

PROJECT NAME: Bayside Properties Platt Survey

CASE NAME: Bayside Property Consultants, LLC v. City of Mobile, Mobile Planning Commission, Mobile City Council, Exit Realty, Helen Emmons, Toulminville, LLC, Philip Burton, Joe Burton, Williams Engineering & Construction Co., Baskerville-Donovan, Inc., Joe Reagan, Surety Land Title, Crane Title Co., et al.

CASE NO. 02-CV-2018-902497.00

PROJECT DESCRIPTION: Bayside Property Consultants purchased a 24-lot subdivision in Mobile, AL in June 2007. Two houses were constructed and sold. After which the property was selected for a HUD compliance review and determined to be in non-compliance due to the demolition of an 83 unit apartment complex as part of a HUD Use Agreement.

BDI was contracted to perform a plat survey of the property. Our contract did not include any other services, including due diligence or a title search. There are 4 counts in the claim. BDI is named in Count 1 - as being negligent to exercise their authority with due diligence to the prospective buyer and Count 3 – asserting fraudulent representation that the property was a legally approved subdivision.

24 April 2019 - The Court dismissed the plaintiffs' claim with prejudice.

23 May 2019 – Bayside Properties (Plaintiff) filed a Motion for Reconsideration

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

N/A

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

N/A

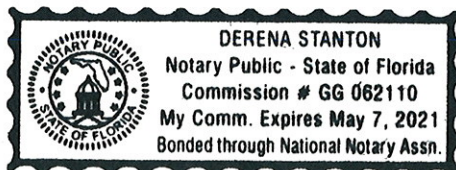
The Respondent acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Respondent to be true. The discovery of any omission or misstatement that materially affects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

(Signed)

(Title) Executive Vice President/COO

Subscribed and sworn to before me

This 15 day of August, 2019



Notary Public (Signature)

My Commission Expires: May 7, 2021

FIRM'S PROPOSALS

The Baskerville-Donovan, Inc. (BDI) Team is pleased to submit our qualifications to the City of Destin for the Engineering and Professional Consulting Services RFQ. BDI is a 92 year old multi-discipline firm that specializes in local government services. Our organization is widely recognized throughout the panhandle for working in a corporate and collaborative manner with our clients to provide quality engineering services.

Baskerville-Donovan's business is primarily based to provide the best engineering services available to municipal clients throughout the South. We understand that for a municipal project to succeed it must work technically, financially, and socially. The City of Destin staff and elected officials are very close to the constituents and every project budget and schedule is important.

We are right there with you. Our team will be by your side the whole way, and, we understand the need to complete projects on time, the commitment of available resources, and the importance of providing complete deliverables on those deadline dates to our clients. BDI has been successful in meeting project schedules for our clients throughout our 92-year history. This is a testimony to our commitment to on-time schedules and in-budget projects and the proven track-record of our internal project processes.

Maintaining an engineering business in the Panhandle for over 92 years that serves primarily municipal clients requires more than just great engineers. It requires creative thinkers, a highly technically trained staff, and employees that understand the challenges that the City staff faces every day. We know that everything is under the watchful eyes, and our experience in making your projects successful will prove invaluable and will allow you the ability to focus on your day to day activities and resolving project related issues.

The BDI Team is always ready to assist the City, even on a moment's notice. We have the experience, the local knowledge, and the qualifications to provide unparalleled service to the City of Destin.

Management Team

The key to BDI's success is our people. Our firm commitment is to staff your project with highly credentialed, experienced professionals who lead and perform all daily assignments. This approach ensures that all of the critical decisions and work for each City project is actually executed and checked by our best and most seasoned professionals.

First and foremost, we are very proud to offer Alan Hart, P.E. as BDI's dedicated Project Manager for all services under this RFQ. As we have outlined in detail herein, BDI believes that limiting client points-of-contact provides for efficient and cost effective projects, and streamlined project communications. Alan is long-time Florida panhandle resident and is in a very favorable position to dedicate his talents and energy to providing the very best services to the City.

Keith Hill, P.E. will directly support and assist Alan as the BDI Client Services Manager (CSM). As CSM and Chief Operating Officer for BDI operations, Keith is personally dedicated to ensuring that Alan is fully supported by our firm and sub-consultants – as required to guarantee project success. Keith is personally committed to ensuring the success of these important projects. Our full contact information is as follows:

Alan Hart, P.E.
Project Manager
Baskerville-Donovan, Inc
14101 Panama City Beach Parkway Suite 110
Panama City, FL 32413
Phone: (850) 230-6150
Fax: (850) 230-6155
Cell: (850) 712-3956
ahart@baskervilledonovan.com

T. Keith Hill, P.E.
Principal-in-Charge, COO
Baskerville-Donovan, Inc
449 W. Main Street
Pensacola, FL. 32502
Phone: (850) 438-9661
Fax: (850) 433-6761
Cell: (850) 324-4926
khill@baskervilledonovan.com

Local Commitment

As mentioned above, we have been working on local projects in the Destin area for a decade. Over this period, we have developed a highly effective professional working relationship; our record of professional success is reflected in our projects and client references. In fact, we take great pride in our work in the area.

Our commitment to the City is also reflected in the team we have assembled for work under this RFQ. A careful review of the attached materials will show that BDI has identified a highly experienced team of professionals; each is fully committed to the success of the City's projects and programs. Each of our senior technical staff and sub-consultants has been carefully selected to provide you with the very best professional team available.

Project Team

Each of these individuals is selected for their demonstrated professionalism and consistent record of success. In every case, Keith Hill has personally worked with the same Key BDI Team Members identified on recent municipal infrastructure projects.

To meet the City's schedules for the completion of design, permitting and bidding, some critical tasks may need to be performed simultaneously. As a result, BDI will assign internal project teams and sub-consultants – all led by senior professionals – to ensure these tasks are completed on time with high quality work. The assignment of our top professional staff to each team ensures that the communications and information flow will be effective and efficient. The lead team members are all experienced professionals and have worked together on previous projects. These key staffers are supplemented by highly qualified sub-consultants to ensure all tasks meet our project schedule.

The following services will be provided by BDI staff:

- Landscape Architect
- Civil Engineering
- Computer Consulting (Cabling, RCDD, etc.)
- Structural Engineering
- Athletic Field/Facility Design
- Transportation/Traffic
- Mapping/GIS
- Planning Services
- Construction Management

SERVICES TO BE PROVIDED BY SUBCONSULTANTS

SUB-CONSULTANT	DISCIPLINE	OFFICE FOR SERVICES
Olsen Associates, Inc.	Coastal Engineering	Jacksonville
Southern Earth Sciences, Inc.	Geotechnical Engineering	Destin
Geosyntec Consultants	Environmental/ Hydrogeological/ Hazardous & Solid Waste	Destin
Sam Marshall Architects	Architecture	Pensacola
Schmidt Consulting Group, Inc.	HVAC/ Mechanical Engineering	Pensacola

Past Performance

As a leader in the field of civil engineering in Florida, BDI has provided various engineering services to more than 100 municipalities throughout the state. We understand that engineering challenges – while critical – are only a part of the challenges that many municipalities face in Florida today. The successful development of infrastructure requires a comprehensive understanding and approach to meet all of the challenges – engineering, regulatory, public, and financial aspects – of each unique project. By working closely with our clients, BDI has developed cost-effective solutions that meet their specific needs. BDI will do the same for Destin, and we can provide funding assistance to City staff in an effort to minimize the economic impact of project development for the tax and rate payers in Destin.

Location

Over the years, part of our success can be attributed to our corporate commitment to local service. As such, our staffing plan features sub-consultants that work closely with our staff assigned to the BDI Panama City Beach and Pensacola offices.

Since the mid-1970's, BDI has maintained a Destin office, however; in response to client needs we have recently consolidated our Panama City and Destin offices in a new location near the west end of Panama City Beach. This move was accomplished to provide better service to the Okaloosa/Walton/Bay County service area. However, BDI continues to maintain a permanent mailing address and the required professional licenses in Destin. Because a number of our staff are residents of Destin and the surrounding area, this arrangement helps our firm support our local staff and clients.

Summary

Our BDI Team commitment to the City of Destin involves the following:

- Expertly planned projects and a willingness to exceed project schedule and budget expectations.
- The assignment of engineers and designers with excellent experience and technical capability.
- Strict control and tracking of the project schedule, budget, and assigned staff.
- A team-centered flexibility to quickly adapt to the full range of City needs.
- Clear, consistent and seamless communications with the City and regulatory authorities.
- Our collective commitment to the successful development of projects in the City of Destin.
- Assignment of a locally available team consisting of numerous Destin residents and businesses.
- Our formidable track record of developing critical project funding.

We believe that the attached information will clearly demonstrate that the BDI Team is uniquely qualified to serve the City of Destin. We have made every effort to assemble a locally-based team that is well-positioned to provide the highest level of service to the City. Our team believes the following are the top reasons to select the BDI Team:

1. The BDI Team has the highest level of commitment to the City of Destin. The City's priorities and success on projects are of the utmost importance to BDI. BDI is founded on serving Northwest Florida's communities and prides ourselves in serving our fellow citizens.
2. The BDI Team commits to the City of Destin our highest-quality Design, Permitting, and Construction Service expertise. BDI has completed numerous projects in Destin and surrounding areas, and we have made every effort to ensure that those same individuals who have been involved in area projects in the past - have been committed to services under this contract.
3. The BDI Team is prepared to meet and exceed all City project schedules and budget requirements. By incorporating innovative design technologies, the BDI Team will beat the City budget.
4. The BDI Team has a strong commitment to the City of Destin and its economic growth. As prime consultant, BDI leads this group with a corporate history of providing consulting services in the panhandle since 1927.

ARCHITECTURE



For many project assignments requiring architectural services, BDI has teamed with a reputable local architecture firm, Sam Marshall Architects (SMA). Located in Pensacola, SMA has been providing architectural services in the Florida Panhandle since 1962. Over the years, SMA has developed a solid reputation for providing comprehensive architectural and planning services for a wide variety of projects. The firm maintains an ongoing relationship with local engineering firms and sub-consultants, including the local engineering staff at BDI.

Capabilities

SMA is a group of design oriented professionals organized to provide complete architectural and planning services for a wide variety of projects. Founded in 1962, the firm enjoys an outstanding reputation for design excellence, completion of on budget projects and an ability to affect smooth working relationships with owners and builders. This success stems from an ability to coordinate the diverse efforts of many professionals to produce architecture, which is both sensitive to the environment and to the client's wishes and budget.

SMA offers a strong local presence of service-oriented architects with experience in municipal project design. SMA prides themselves on paying close attention to our client's needs and their projects. Our clients like that attention, as demonstrated by the extensive number of repeat clients we have worked with in the past.

SMA has an unblemished track record of budget and program compliance, achieved by constant updating of cost factors beginning with the program information and continuing through the entire design and documentation process.

Some of the SMA's local projects (past and present) have included:

- Santa Rosa County Federal Credit Union
- Okaloosa County Courthouse
- Mattie Kelly Art Center
- Observatory
- Learning Resource Center
- Marine Fisheries Hatchery
- Pensacola Beach Public Safety Building

Architectural Staffing

In teaming with SMA, the BDI team has selected a group of highly qualified professionals for all architectural work under this contract. Individual professional resumes for key staff have been included in Section 3. Mike Marshall, AIA will provide the senior technical leadership for all architectural related assignments. In addition, the SMA/BDI team will utilize in-house technical support resources including CAD technicians, interns, administrative and support personnel. For building projects, the team will also include the various engineering professionals for structural, mechanical, electrical, etc., included herein.

Communications and Project Execution

The City of Destin's primary contact will be the BDI Project Manager, Alan Hart, P.E.. For each project assignment that includes an architectural element, Alan will be assisted by Mike Marshall. Mike and any required team members will meet regularly with the City and their designated project team, as required to ensure that work flow is efficient and timely; and that all buildings are properly programmed for the intended use. Mike will also assist Alan in coordinating with the engineering disciplines associated with each building; including electrical, civil, structural, mechanical, geotechnical and HVAC components. For assignments involving buildings, Sam Marshall Architects will provide construction administration services for all vertical project components.

LANDSCAPE ARCHITECTURE & PLANNING



Landscape Architecture and Planning services will be provided by Baskerville-Donovan, Inc. (BDI). BDI has been providing professional landscape architecture and planning services around the Panhandle since the 1970's. In fact, BDI has been involved in planning and providing landscape architecture services for many of the large private and municipal developments - and Development of Regional Impact (DRI) Studies around the Gulf Coast region. Services offered by our landscape architects include site planning, preparation of planting plans, irrigation plans, site design plans, master plans, and the associated permitting.

Capability

Planning is a broad term describing a wide range of activities; from master site planning in association with our in-house landscape architecture group; to a regional effort involving community-wide planning and zoning, as well as the preparation of land development codes. Over the years, BDI has provided the full range of planning services for both our private and public sector clients.

Representative planning activities include:

- Campus Master Plans
- Land Use Planning for Communities and Developments
- Unified Land Development Regulation Codes
- Marine and Waterfront Development Planning
- Urban Design
- Environmental Impact Studies
- Fiscal Impact Studies/Impact Fee Analysis
- Transportation and Corridor Studies
- Industrial Development Planning
- Coastal Management Planning & Permitting
- Public Participation Consensus Development
- Development of Regional Impact (DRI) Studies
- Permitting
- Recreational Facilities Design

Experience

Some of the projects that have included landscape architecture and planning services are listed:

- Destin Sports Complex
- UWF Football Complex
- Community Maritime Park (Pensacola Blue Wahoos)
- Sandestin & Seascape Resorts
- The Fisheries Hatchery
- Turkey Creek Park
- Pensacola Beach Pedestrian & Bike Path
- The Bluffs

Staffing

The BDI team has selected a group of highly qualified professionals for all landscape architecture and planning services under this contract. David Hemphill, ASLA, will provide the senior technical leadership for all landscape architecture and planning related assignments. The attached table gives the key personnel associated with the production of civil products and services. In addition, the BDI team will utilize in-house technical support resources including CAD technicians, interns, administrative and support personnel.

Communications

The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each landscape architecture and/or planning assignment, Alan will be directly assisted by David Hemphill, ASLA. When required, David and any required members of his team will meet regularly with the City and their designated project team for planning and analysis coordination. All of the results of planning and design efforts will be communicated to the City's professional staff on a regular basis.

CIVIL ENGINEERING

The BDI team has been providing civil engineering services in the Destin area and Okaloosa County since 1927. Our engineers, technicians and project management staff are some of the most qualified professionals in the region. Our long, specialized history of providing civil engineering services along the Gulf Coast uniquely qualifies our team for these services under this RFQ. We understand the design and construction environment, and are very familiar with local codes, permitting requirements and the NWFL regulatory environment.

Civil Capabilities

BDI maintains one of the most technically proficient heavy-civil design groups in the southeast. Our engineers have designed award-winning airfields, ports, industrial facilities, sports complexes, parks, golf courses, municipal piers, parking facilities, multi-modal developments, master plans, large private developments – and a wide range of other civil works projects. Our civil engineers are very competent and experienced in the design, permitting and construction management for local government civil projects.

Stormwater Management

A major part of almost every civil engineering project is drainage and stormwater management. The BDI team has designed hundreds of stormwater drainage projects for local governments across the panhandle. Our experience includes design of underground piping systems, ditches, stormwater retention and detention ponds, stormwater pumping stations, lakes, overflow structures, outfalls, channels, canals, dams, bridges and, culverts, as well as basin modeling. Our project experience in this area has included drainage designs and studies for cities and counties, subdivisions, roads, bridges, and industrial parks. Our engineers were the first in the panhandle to use Interconnected Channel & Pond Routing model software version 4 (ICPR4). The BDI team is committed to providing environmentally friendly, technically coordinated and permittable stormwater solutions. A critical path consideration for many of the projects under this RFQ will likely involve routine stormwater treatment and attenuation. When required, the BDI team will attend pre-application meetings with the NWFWMDC to investigate the drainage and permitting requirements prior to commencement of design. Our initial meeting will focus on presenting the proposed improvement concept to the District as required to determine specific permitting requirements. Subsequent meetings will be executed as required to ensure that the City is provided with a technically sound and permittable set of construction documents.



Experience

We have worked closely with communities throughout the region to assist them in making our area of Florida what it is today. One of the best places to live. Some of the projects that have included civil engineering services include:

- Holley by the Sea Drainage Study
- Destin Sports Complex
- Pensacola Beach Roadway Improvements
- Pensacola Beach Fishing Pier
- Dan Russell Pier
- Wallace Road Sidewalks
- Community Maritime Park
- Turkey Creek Park

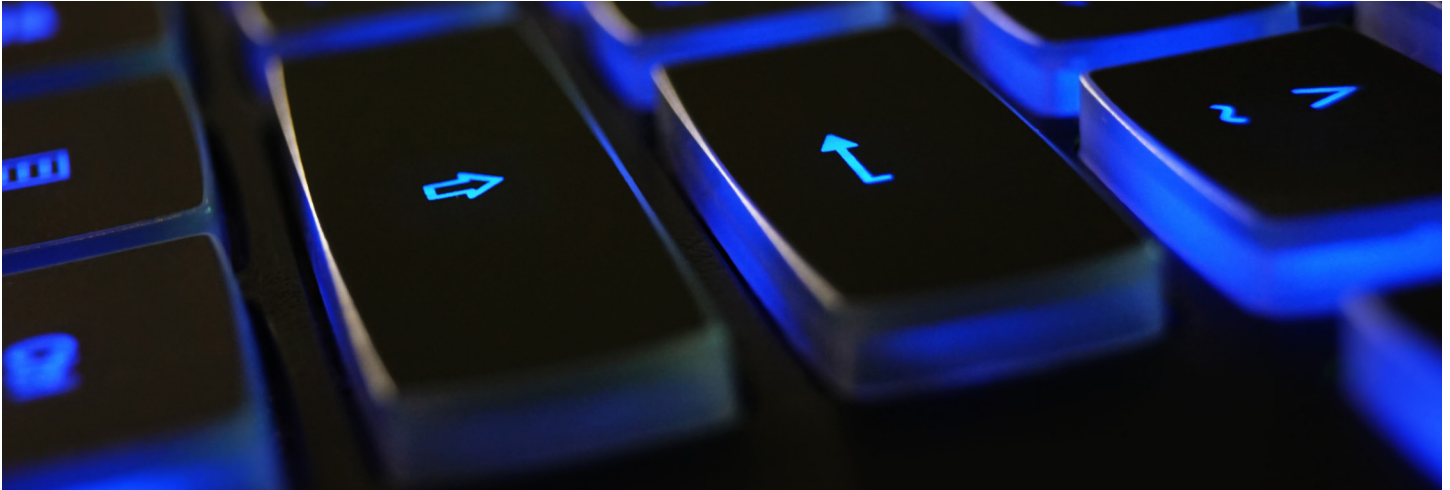
Civil Staffing

The BDI team has selected a group of highly qualified professionals for all civil engineering work under this contract. Patrick Burke, P.E. will provide the senior technical leadership for all civil engineering related assignments. The following table gives the key personnel associated with the production of civil products and services. In addition, the BDI team will utilize in-house technical support resources including CAD technicians, engineer interns, administrative and support personnel.

Communications

The BDI Team understands the important role that information management plays in completing projects on schedule and within budget. The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E.. For each civil engineering project assignment, Alan will be assisted by Mike Langston, P.E.. When required, Mike and any required members of his team will meet regularly with the City and their designated project team. All of the results of planning, design and construction administration efforts will be communicated to City professional staff on a regular basis.

COMPUTER CONSULTING



Since our internal technology group was founded in the mid-1990's, BDI has been providing computer consulting services for many of our local government clients. Our technicians and project management staff are very adept at providing specialized computer consulting services, as required, to meet almost any client needs. Because we intimately understand the local government consulting environment, our computer specialists are very familiar with the specific needs and requirements of public officials along the Gulf Coast.

Capabilities

BDI maintains a full staff of credentialed and technically proficient computer consulting professionals. In addition to the daily maintenance of our own corporate internal technology needs, our technology specialists are very adept at assisting our clients in developing their own computer and networking solutions. Some of the services provided by BDI computer technology staff include:

- Network security audits
- Design and installation of turn-key systems
- Network design and configuration
- Network training for hardware and software applications
- Office phone systems & cabling
- Web development
- Software programming
- Installation and support of LAN\WAN and WLAN connectivity
- Wireless connectivity
- VPN and firewall configurations

The BDI technical lead for any computer consulting assignment under this contract will be Scott St. Hiller. Scott has over 20 years' experience providing network and systems integration and implementation, and is VAC, VCCP, MSCE, MCNE, CCA and CCSP certified. Scott has also provided technical assistance with regard to network and systems design and management.

Staffing

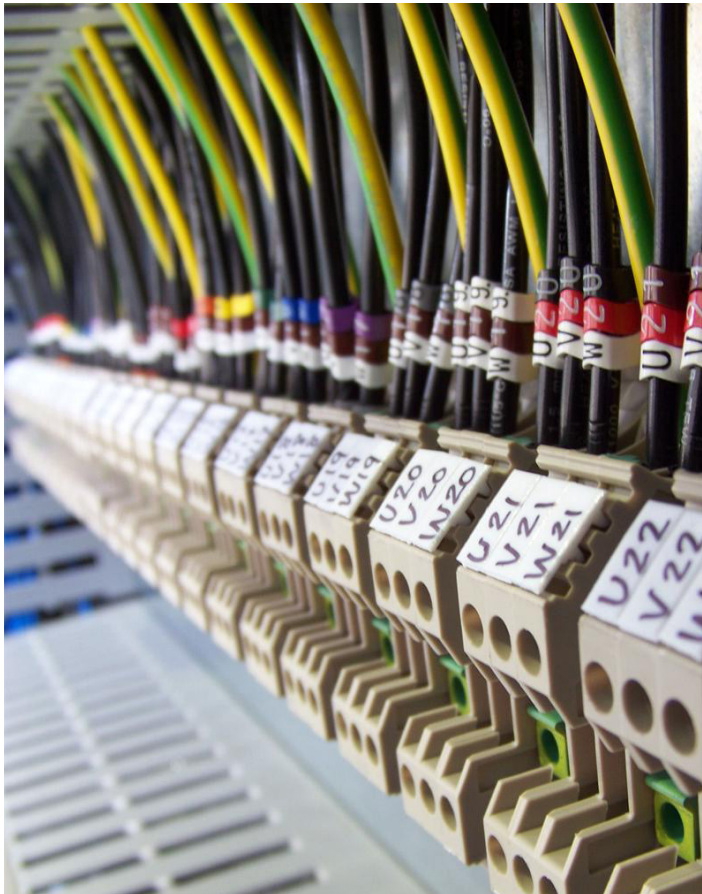
The BDI team has selected a group of highly qualified professionals for all computer consulting work under this contract. Individual professional resumes for key staff have been included in Section 3. Scott St. Hiller will provide the senior technical leadership for all computer consulting and systems technology related assignments. In addition, the BDI team will utilize in-house technical support resources including additional technicians, engineers, administrative and support personnel.

Communications

The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each computer consulting project assignment, Alan will be assisted by our technology specialist, Scott St. Hiller. When required, Alan, Scott and any required members of the BDI technology team will meet regularly with the City and their designated project team. All of the results of planning, design and installation efforts will be communicated to City professional staff on a regular basis.



ELECTRICAL ENGINEERING



For this contract, BDI has teamed with local engineering firm, HG Engineering (HG), located in Fort Walton Beach, FL. HG provides electrical engineering services for a wide range of clients, including the military, federal and state governments, industrial, municipal, commercial, universities and school districts.

Capabilities

HG Engineering is an electrical, energy and telecommunications design engineering company located in Fort Walton Beach, Florida. The firm has provided engineering services to private citizens, as well as Federal, State, and Local Governments since 1969. HG provides electrical engineering for buildings or sites of all types for a wide range of clients, including the military, federal and state governments, industrial, municipal, commercial, universities, school districts, private developers and architects. Facility electrical design includes interior and exterior power distribution and control. Their services include, but are not limited to:

- Detailed interior and exterior lighting modeling, simulation, analysis, specification, and control
- Advanced metering, utility monitoring and control systems
- Utility primary power distribution either overhead or underground

- Power distribution system modeling and coordination studies – medium and low voltage
- Emergency generation systems and energy security standby systems
- Telecommunications systems: data, voice or CCTV
- Outside plant telecommunications (wired or wireless)
- Coordinating Information Assurance to provide connectivity across government networks
- Airfield navigational aids
- Lightning protection systems

Experience

With decades of experience in the local government consulting environment, we are accustomed to working within the team environment. Some of the recent projects completed by our electrical engineering group include:

Okaloosa County Administrative Building

Ft. Walton Beach Housing Authority

City of Ft. Walton Beach Fire & Police Station

Destin Water Users Arc Flash

Okaloosa County Courthouse

Washington County Courthouse

Electrical Staffing

The BDI team has selected a group of highly qualified professionals for all electrical engineering work under this contract. Christopher Garick, P.E. will provide the senior technical leadership for all electrical engineering related assignments. Below is the key personnel associated with the production of electrical products and services. In addition, the BDI team will utilize in-house technical support resources including CAD technicians, engineer interns, administrative and support personnel.

Communications

The BDI Team understands the important role that information management plays in completing projects on schedule and within budget. The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each electrical engineering project assignment, Alan will be assisted by Christopher Garick, P.E. When required, Christopher and any required members of his team will meet regularly with the City and their designated project team, obtain available data, conduct field investigations, design coordination, and design analysis. All of the results of planning, design and construction administration efforts will be communicated to City professional staff on a regular basis.

ENVIRONMENTAL ENGINEERING



For all environmental project assignments under this RFQ, BDI has teamed with Geosyntec Consultants. Geosyntec is internationally known for their technical leadership, broad experience, and exceptional client service in the following areas: Hydrogeological, Water and Natural Resources Assessment, Contaminated Site Assessment and Cleanup, Environmental Planning and Management, Management and Restoration, Waste Management Planning, Engineering, and Design.

Through the NCHRP, Geosyntec has led or helped produce reports on highway runoff research needs, stormwater best management practice (BMP) selection and design, runoff volume reduction and infiltration guidance, construction stormwater management, bridge deck runoff quality control, National Pollutant Discharge Elimination System (NPDES) permitting, Total Maximum Daily Load (TMDL) compliance, managing deicing and anti-icing runoff, and watershed-based approaches to achieving Clean Water Act (CWA) goals.

Experience

A representative sample of our project experience for environmental engineering services:

- FDEP Environmental Sampling
- Mahogany Mill Boat Ramp
- FDEP Coyote Navarre Closure Design/Bid
- FDEP Coyote Site Closure Evaluations
- Groundwater and Hydrogeologic Services

Hydrogeological Staffing

The BDI team has selected a group of highly qualified professionals for all hydrogeological environmental engineering work. Under this contract Crystal Townes, P.G. will provide the senior technical leadership for all hydrogeological engineering related assignments. In addition, Geosyntec/BDI Team will utilize in-house technical support resources including professional engineers, CAD technicians, engineer interns, administrative and support personnel.

Communications

The BDI Team understands the important role that information management plays in completing projects on schedule and within budget. The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each hydrogeological environmental engineering project assignment, Alan will be assisted by Crystal Townes, P.G. When required, Katie and any required members of her team will meet regularly with the City and their designated project team, as required to ensure the technical integrity of BDI deliverables.

GEOTECHNICAL ENGINEERING



For all geotechnical and soils engineering project assignments under this RFQ, BDI has teamed with a recognized leader in the geotechnical profession, Southern Earth Sciences, Inc. (SES). All services performed by SES will be accomplished from the firm's local office in Destin. SES was founded in Panama City in 1983; over the past 26 years, the company has completed over 25,000 geotechnical and environmental projects. SES specializes in geotechnical and construction materials testing, environmental site assessments, contamination assessments, asbestos and lead-based paint consulting, and landfill/ wastewater disposal sites. SES has a long history of working with the BDI team throughout the Florida panhandle; engineers at BDI and SES have completed the full range of project types together – the team is intimately familiar with the local conditions, construction techniques, construction capabilities and the local construction materials market.

SES Capabilities

SES laboratories are inspected and certified yearly by the Construction Materials Engineering Council and participate in proficiency testing programs sponsored by CMEC. In December, 2006, their laboratory was inspected by the Corps of Engineers and received Corp validation with no deficiencies. Their firm is pre-qualified by FDOT for Group 9 services (all except 9.5). Engineering technicians are certified by the American Concrete Institute (ACI), the Construction Training Qualification Program (CTQP), and the Florida Department of Transportation (FDOT) for various services.

Professional and trade organization memberships include the American Council of Independent Testing Laboratories (ACIL); the American Society of Civil Engineers (ASCE); the American Concrete Institute (ACI); the National Water Well Association (NWWA); and the American Society of Testing and Materials (ASTM).

Experience

Many of the projects presented were accomplished with soils investigations and/or other services provided by SES engineers. In fact, BDI engineers from Tallahassee, Florida to Mobile, Alabama regularly work with SES on the full range of civil, environmental and transportation projects. In and around the Destin area, SES has provided geotechnical engineering services for a number of projects, including:

- Harbor Blvd Development
- Vintage Destin Apartments
- Siebert Avenue Subdivision
- SR 30 (US98) Widening
- Southern Cross Plantation
- Destin Bridge
- Destin Yacht Club
- Fisherman's Wharf
- Commons Drive Extension
- Henderson Beach

SES-BDI Staffing

As indicated above, BDI and SES have been working as a team on projects around the Florida Panhandle for over two decades. Our staff members are very familiar with one another and have developed very effective professional relationships. In teaming with SES, the BDI team brings this well-integrated working relationship to the City of Destin. Logan Fowler, P.E. will provide the senior technical leadership for all soils testing and geotechnical engineering related assignments. In addition, the SES/BDI team will utilize in-house technical support resources including CAD technicians, engineer interns, administrative and support personnel.

Communications and Project Execution

The City of Destin's primary contact will be the BDI Project Manager, Alan Hart, P.E. Because virtually every project likely to be issued under this contract will require some measure of sub-surface investigation, Alan and the other senior technical staff will be working closely with Logan Varner, P.E. on a regular basis. As the SES technical lead, Logan will be available to meet with the appropriate project team members or City staff, as required.

HAZARDOUS WASTE



BDI has teamed with Geosyntec Consultants to handle all Hazardous Waste needs for this RFQ. Geosyntec is a recognized leader in waste containment facility permitting and design. From concept to implementation, they assist clients in achieving efficient, safe, and secure containment of their regulated wastes that require land disposal. Geosyntec professionals assist clients in increasing commercial viability, achieving and maintaining compliance, and ensuring that short- and long-term needs are met for new and existing sites and projects. They are experienced in the permitting, design, and construction of expansions and closures of:

- Municipal solid waste (MSW) landfills
- Hazardous waste landfills
- Coal combustion residual landfills
- Construction and demolition waste landfills
- Radiological and mixed waste landfills
- Tailings impoundments
- Mine waste rock piles and dumps

Geosyntec's waste containment practice specializes in addressing the most complex and challenging projects through our innovative technologies and designs. Practitioners assist clients with permitting greenfield sites and existing site expansions, maximizing disposal capacity, and solving complex site challenges. Practitioners also provide investigation, design, permitting, and construction oversight for on-site disposal facilities for cost-effective, safe on-site disposal of soils, sludges, and miscellaneous debris

with a broad range of contaminants, including mercury, PCBs, and volatile and semi-volatile organic compounds. The applied research of Geosyntec's practitioners has defined the state of the practice for more than 30 years. Through our close relationships and collaborative efforts with both government entities and academic institutions, Geosyntec is often first-to-field with emerging technologies and practices, and many of the waste containment design and methodologies they pioneered in the 1980s are now today's standards in the field. From developing guidance documents and guidelines for the U.S. Environmental Protection Agency (EPA), Environmental Research and Education Foundation (EREF), and the Interstate Technology & Regulatory Council (ITRC.)

Staffing

The BDI team has selected a group of highly qualified professionals for all Hazardous Waste engineering work under this contract. Joseph Applegate, PG, will provide the senior technical leadership for all Hazardous Waste related assignments. In addition, the BDI team will utilize in-house technical support resources including CAD technicians, engineer interns, administrative and support personnel.

Communications

The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each hazardous or solid waste project assignment, Alan will be assisted by Joseph. When required, Joseph and any required members of his team will meet regularly with the City and their designated project team, as required to ensure effective technical communications. All of the results of planning, design and construction administration efforts will be communicated to City professional staff on a regular basis.



HVAC/MECHANICAL

For all HVAC and mechanical project assignments under this RFQ, BDI has teamed with a reputable Pensacola engineering firm, Schmidt Consulting Group, Inc. Schmidt Consulting Group, Inc. (SCG), a small business established in Pensacola, FL in 1987, provides mechanical, electrical, plumbing, structural, communications, LEED, energy management, and commissioning services. SCG's full range of services includes planning, design, construction documents, construction administration, bid documents, contract administration, special structural inspections, and commissioning for new facilities, additions and renovations. The firm's reputation for quality, responsiveness and timeliness has been demonstrated through successful projects for many private, federal, state and local entities. Each discipline is led by a professional with over 20 years of experience. SCG staff includes Professional Engineers, Certified Commissioning Agents, LEED Accredited Professionals, Energy Managers and experienced Project Managers. The firm's long history of working in the Gulf Coast region has developed strong relationships with a variety of architectural, engineering and specialty design firms. We have a thorough understanding of the requirements and are highly qualified to evaluate existing facilities and develop recommendations for renovations and new state-of-the-art buildings.

A representative sample of SCG's project experience for Mechanical and HVAC engineering services:

- City of Gulfport Charles Walker Community Center – Gulfport, MS
- City of Pensacola City Hall – Pensacola, FL
- City of Pensacola Southwest Branch Library – Pensacola, FL
- City of Pensacola Housing Office – Pensacola, FL
- Escambia County One Stop Facility – Pensacola, FL
- Escambia County Brosnahan Sportsplex and Stadium – Pensacola, FL
- Million Air Fixed Base of Operations, Gulfport/Biloxi International Airport – Gulfport, MS
- Pensacola Regional Airport Explosion Detection System – Pensacola, FL
- Pensacola Regional Airport Innisfree Jet Center – Pensacola, FL

Staffing

In teaming with Schmidt Consulting Group, Inc., the BDI team has selected a group of highly qualified professionals for all HVAC and mechanical engineering work under this contract. Individual professional resumes for key staff have been included in Section 3. Gene Schmidt, P.E., CxA, CPD, LEED AP BD+C will provide the senior technical leadership for all HVAC and mechanical engineering assignments. Gene is a LEED accredited professional, with over 39 years



of experience as a mechanical engineer, primarily in HVAC, fire protection and plumbing design.

Communications

The City of Destin's primary contact will be the BDI Project Manager, Alan Hart, P.E. For each HVAC and mechanical engineering project assignment, Alan will be assisted by Gene Schmidt. When required, Gene and any required Schmidt Consulting Group team members will meet regularly with the City and their designated project team, as required to ensure that work flow is efficient and timely.

HYDROGEOLOGIC SERVICES

For all hydrogeologic and environmental service assignments, BDI has teamed with Geosyntec Consultants. Founded in 1983, Geosyntec is a consulting and engineering firm that works with private and public sector clients to address new ventures and complex problems involving our environment, and natural resources. Their expertise in efficient site characterization, including sites that exhibit complex groundwater flow regimes, has distinguished our firm and practitioners as leaders in the assessment and remediation of groundwater. Their practitioners are highly skilled in addressing a broad suite of contaminants, including metals, chlorinated organic chemicals, petroleum hydrocarbons, and emerging contaminants, and utilize award-winning, technology-based remediation strategies that are often first to field. Many of our hydrogeologists specialize in modeling the fate and transport of contaminants through the most difficult types of media, including fractured and karst bedrock.

They work closely with clients to fully understand their specific challenges and assist them in successfully navigating the complex regulatory environments that projects may encounter. Geosyntec's engineers and scientists guide them through every step and develop precise characterization and diagnostic tools that improve their ability to achieve site-specific remedial action objectives within a reasonable time frame utilizing cost-effective solutions.

Once a site has been characterized, team members are adept at applying ex situ and in situ remedial technologies, long-term monitoring, and other site management strategies. While they are highly experienced in conventional approaches and technologies, they are practice leaders in the application of state-of-the-art in situ remedial technologies, including:

- Bioremediation and bio augmentation
- Chemical oxidation
- Chemical reduction
- Thermal remediation

They specialize in the assessment and remediation of sites where sediments have been impacted by a wide range of contaminants including metals, crude oil and refined petroleum compounds, polynuclear aromatic hydrocarbons, pesticides, and PCBs. Their conservation, remediation, and restoration experience includes sites ranging from small, intermittent flow streams to large man-made and natural lakes, as well as complex rivers, estuaries, and harbor systems. Geosyntec's multidisciplinary approach brings together nationally recognized in-house specialists in engineering, ecology and biological sciences, risk assessment and applied toxicology, and earth sciences to



address the complex issues associated with contaminated sediment management.

To fully comprehend and address complex sediment challenges, their practitioners employ adaptable treatability studies that provide essential data for sediment management projects to assist our clients and so Geosyntec design engineers better understand the physical, chemical, and biological processes that can help mitigate potential risks. These studies are critical for understanding and demonstrating attenuation processes that can occur in sediment if natural conditions are maintained, cap material is placed on top of sediment, or enhancements are added to the sediment or cap material.

Staffing

In teaming with Geosyntec Consultants, the BDI team has selected a group of highly qualified professionals for all hydrogeologic work under this contract. Individual professional resumes for key staff have been included in Section 3. Crystal Towns, PG will provide the senior technical leadership for all hydrogeologic and sciences-related assignments. In addition, the Geosyntec/BDI Team will utilize in-house technical support resources including CAD technicians, scientists, field personnel, administrative and support personnel.

Communications and Project Execution

The City of Destin's primary contact will be the BDI Project Manager, Alan Hart, P.E. For each project assignment requiring hydrogeological services, Alan will be assisted by Crystal Towns, PG. Required team members will meet regularly with the City and their designated project team, as required to ensure that work flow is efficient and timely.

SOLID WASTE



BDI has teamed with Geosyntec Consultants to handle all Solid Waste needs for this RFQ. Geosyntec engineers and scientists offer decades of experience in the design, construction, and long-term maintenance of waste containment and processing facilities, including central operations where commingled or source-separated recyclables are processed mechanically, or manually to meet market specifications for sale.

Geosyntec consults with solid waste planners and engineers as they establish technical specifications, conduct material analysis, and seek to improve manual and mechanical materials separation and recovery approaches at their recycling facilities handling thousands of tons of waste each day throughout the world.

Geosyntec engineers provide advanced designs for new and established facilities, as well as technical services for waste characterization, mass balance, and technology selection, including recommendations for fixed and rolling equipment to enhance operations. They also analyze human factors related to waste recovery and separating and consult on best management practices for raw material and product storage.

In just one example, Geosyntec aided the Solid Waste Authority of Palm Beach County, Florida in the innovative installation of a disc screen system for commercial fiber. County officials sought to increase the overall efficiency of their existing recycling facility and, if possible, to mechanize the operation while increasing the quality of the finished product, thereby improving its marketability and revenue potential.

Geosyntec met or exceeded each of these goals. Efficiency increased from approximately nine tons of product recovered each hour to an average rate of about 17 tons per hour, ramping up to as much as 20 tons per hour when needed. The amount of manual labor used in the processing operation was also substantially reduced, and the overall quality and marketability of the finished products were improved using a combination of a pre-sort station, the disc screen, and an improved ability to perform quality control inspections.

Staffing

The BDI team has selected a group of highly qualified professionals for all hazardous/solid waste engineering work under this contract. Individual professional resumes for key staff have been included in Section 3. Kwasi Badu-Tweneboah, Ph.D, P.E., will provide the senior technical leadership for all solid waste engineering related assignments. In addition, the BDI team will utilize in-house technical support resources including CAD technicians, engineer interns, administrative and support personnel.

Communications

The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each hazardous or solid waste project assignment, Alan will be assisted by Dr. Kwasi. When required, Dr. Kwasi and any required members of his team will meet regularly with the City and their designated project team, as required to ensure effective technical communications. All of the results of planning, design and construction administration efforts will be communicated to City professional staff on a regular basis.

STRUCTURAL ENGINEERING



For vertical construction and general horizontal project assignments requiring structural engineering services under this RFQ, Baskerville-Donovan (BDI) can provide all structural engineering as required under this contract. The BDI structural engineering staff is experienced in foundations, slabs, bridges, steel building frames, reinforced concrete building frames, piling, marine structures, pier structures, retaining walls and culverts. BDI has maintained a structural engineering group since 1997.

Experience

BDI structural group has provided designs for apartment buildings, public facilities, hospitals, schools, churches, bridges, banks, piers, retaining walls, breakwaters, boat ramps, bulkheads, vehicle ramps, parking garages, wastewater treatment plants, cinemas, U.S. Post Offices, air traffic control towers and a US Embassy.

Staffing

As indicated above, BDI engineers have been working on projects around the Florida Panhandle for decades. In recent years, our staff has been involved in plant designs for wastewater treatment facility upgrades at Destin Water Users. Our staff members have developed very effective professional relationships. The BDI team brings this well-integrated working relationship to the City of Destin. As indicated in the team organization chart, Thomas Williams, P.E. will provide the senior technical leadership for all general and vertical structural engineering assignments.

In addition, BDI will utilize in-house technical support resources including CAD technicians, engineer interns, administrative and support personnel.

Communications

The City of Destin's primary contact will be the BDI Project Manager, Alan Hart, P.E. For each project assignment requiring general structural engineering services, Alan will be coordinating directly with Thomas Williams, P.E. Thomas has been working with Alan on recent projects and brings a formidable record of professional accomplishments to the City of Destin. As the BDI technical lead, Thomas will be available to meet with the appropriate project team members or City staff, as required.



SURVEYING



BDI is fully equipped and staffed to support the City of Destin with full land surveying and mapping services. BDI has a long history of surveying throughout the State. In fact, for many communities around Florida, our files include some of the oldest surveys available. Over time, our company culture has become increasingly defined by loyalty. Many members of our survey staff have celebrated 10, 15, 20, and 25 year anniversaries with the firm. This type of mutual commitment between the company and the employee defines the BDI FAMILY. For our clients, this decades-old family atmosphere results in minimizing the “learning curve”, regardless of how unique or challenging a job may be.

BDI is large enough to handle almost any project, but small enough to guarantee that company principals will be directly involved in the surveying and mapping process. Despite the current economy, BDI continues to operate a high-quality surveying and mapping service line with 3 survey crews located in Florida. BDI has four registered Florida land surveyors available to serve the City.

For large projects, or projects with time-sensitive delivery requirements, BDI is accustomed to shifting survey equipment and personnel from one area of the state to the required region for extended periods of time. In these cases, BDI was able to utilize our extensive local resources and office locations to provide the additional crews at a minimal

cost to the company or client. This operational experience guarantees that BDI has the capability and resources to effectively and efficiently serve the City.

Below please find a comprehensive list of equipment for BDI survey crews in Florida:

- 4 WD GMC PICKUPS
- TOPCON ROBOTIC TOTAL STATIONS
- TOPCON REFLECTORLESS TOTAL STATIONS
- HP48GX DATA COLLECTOR W/TDS SOFTWARE
- ZEISS NI-2, AUTO LEVELS
- SCHOENSTEDT MAGNETIC LOCATORS
- CELL PHONES
- MOTOROLA HAND HELD RADIOS
- 2007 KAWASAKI “MULE” ATV WITH TRAILER
- 1997 KAWASAKI “MULE” ATV WITH TRAILER
- 1999 KAWASAKI “MULE” ATV WITH TRAILER
- GPS RADIO TRANSMITTERS
- PIPE HORN UNDERGROUND UTILITY LOCATOR
- UTILI-VAC VACUUM EXCAVATION EQUIPMENT WITH AIR LANCE AND 4”
- TWO HYDROGRAPHIC SURVEY VESSELS
- DIGITAL CAMERAS
- 10’ AND 16’ TRIPODS
- SAFETY EQUIPMENT (OSHA)
- 2016 AUTOCAD CIVIL 3D, SOFT DESK and AUTOCADD/LDD

SURVEYING



Coastal Expertise

For any specialized project assignments requiring coastal surveying services, BDI surveyors will support our team partners at Olsen Associates, Inc. With most of our offices located within coastal communities, much of this experience has been with projects involving the Gulf of Mexico and adjacent bays, bayous, rivers, and creeks. Our team has developed a unique understanding of project objectives and considerations in the local coastal environment.

Experience

For almost every project we engineer, BDI surveyors provide in-house land surveying services. BDI engineers and surveyors have been working together for over eight decades on projects all around the Gulf Coast. Our professionals operate as one, seamless team – these long

term in-house relationships guarantee the integrity of the background design data utilized to engineer projects for our local government clients. Some of the projects that have involved BDI land surveying services include:

Gulf Breeze WWTP

City of Milton Canal Street Streetscape

Santa Rosa County Holley By The Sea Drainage

Pensacola Beach Pedestrian Bike Path

City of Milton Waterfront Redevelopment / Riverwalk

Destin Water Users GIS Database

Destin Water Users Headworks Facility

Quietwater/Pensacola Beach Re-nourishment

Land Surveying Staffing

The BDI team has selected a group of highly qualified professionals for all land surveying work under this contract. Scott Mills, PSM, will provide the senior technical leadership for all assignments that involve surveying.

A successful business relationship begins with a good understanding of the client's needs. BDI surveyors are prepared to fully engage the professional staff at the City of Destin as required to ensure that your expectations are exceeded. We have the ability to RESPOND QUICKLY, provide RESULTS THAT LAST, and meet or beat the project BUDGET. Furthermore, we remain committed to a quick turnaround of final deliverables despite the provision of limited background data and other informational resources up front. BDI will meet the requirements of the City of Destin in two ways: (1) RESPONSIVENESS and (2) ABILITY TO PROVIDE A QUALITY PRODUCT IN A TIMELY MANNER.

Communications

For all assignments involving surveying services, the City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. Alan will be assisted by Scott Mills, PSM. When required, Scott and any required members of his team will meet with the City and their designated project team, obtain available data, and spend a significant amount of time in field investigations, team coordination, and data analysis. All of the results of planning project surveying efforts will be communicated to City professional staff on a regular basis.

TRANSPORTATION/TRAFFIC ENGINEERING



Over the decades, BDI and our team partners have assembled a formidable resume of professional experience in the area of Transportation and Traffic Engineering. We are proud of our accomplishments and are pleased to present the City of Destin with our technical experience and capabilities in this important area of our consulting services.

Transportation Capabilities

Our transportation expertise includes a broad range of service areas, including: transportation engineering, roadway design, airfield design, multi-modal design, bridge design, transportation planning, traffic engineering, highway lighting, route surveying, stormwater design, environmental permitting, real property, construction administration and public involvement. Over the years, BDI has completed hundreds of large-scale transportation projects for local municipalities, counties, and both the Florida and Alabama Departments of Transportation. Our team has the in-house staff depth required to accomplish all of the major elements of any transportation project, large or small.

Road & Bridge Design

Our staff of professionals are experienced in the review, analysis and design of all roadway engineering elements. These capabilities/skills include criteria compliance, drainage, maintenance of pedestrian and vehicular traffic during construction, access management, cost estimates, specifications, constructability and schedules.

We understand and are very proficient in all technical aspects of roadway design, including horizontal and vertical geometry, drainage, pavement marking and signing, signalization, lighting and landscaping. Most importantly, we are keenly aware of the rising cost of construction and allocate sufficient time and effort to the development of comprehensive construction cost estimates throughout project design phases. This enables our engineers to

recommend cost reduction design alternatives whenever cost estimates exceed the allocated budget.

Our staff is extremely familiar with the Department of Transportation's Design Criteria. However, we recognize that less restrictive "Florida Green Book" criteria controls municipal and local government roadway design; (with the exception of projects participating in state or federal funding). The resulting roadway designs will always be in conformance to ADA standards and other agency permit requirements; our goal will be to satisfy the functional and technical requirements of the City of Destin.

Utilities

BDI understands the important role that existing utilities play in the planning, design and construction of roadway projects. Because BDI helped to design many of the utility systems around Destin, we are uniquely qualified to deal with the existing utilities surrounding almost any project in the area.

Immediately following a project assignment, BDI will review and analyze all available City, County and private utility information, as-builts and any other available data. In every case, BDI will meet with the responsible City professionals to identify any required or proposed utility adjustments associated with individual project assignments. BDI engineers will conduct field investigations of existing water, sewer, gas, electrical and telecommunications lines to determine location and condition of existing facilities. As a part of this effort, BDI will meet with all affected utility companies to gather information on existing and proposed utilities. During design development, utility companies will be provided with preliminary plans for mark-ups related to existing and proposed facilities. BDI will further analyze and provide suggested alternatives to minimize construction costs and utility disruptions during the construction phase.

TRANSPORTATION/TRAFFIC ENGINEERING



Maintenance of Traffic

Maintenance of Traffic (MOT) is an important component of any roadway project. In particular, many of the roadways around Destin are characterized by high-volume traffic; BDI engineers are aware of the challenges associated with developing roadway projects in congested areas – we are prepared to ensure that high-quality MOT plans are provided for each assignment under this RFQ. We are also aware that the City of Destin is committed to ensuring that pedestrian and cycle traffic is encouraged. Our MOT plans will be very considerate of the maintenance and safety of all multi-modal traffic.

In Destin, peak traffic flows can be extreme. For any identified “technically challenging” projects, the feasibility and cost associated with Maintenance of Traffic for each alternative will be determined. In these isolated cases, special emphasis will be placed on access issues relative to special events, access to adjacent property owners, and safety for pedestrians and vehicles. Specific features of each alternative (such as utility or drainage crossings, cross-street traffic, bicycle traffic, roadway profile adjustments, and roadway widening options, etc.) will be carefully evaluated relative to traffic flow to assure a cost effective and safe Maintenance of Traffic concept.

Experience

Some of the projects that have included civil engineering services include:

- Pinestead-Longleaf Roadway Design
- Canal Street Improvements
- Berryhill Road Intersection Design
- Beach Access Road
- Pensacola Beach Pedestrian / Bike Path

Transportation Staffing

The BDI team has selected a group of highly qualified professionals for all transportation engineering work under this contract. Keith Guthrie, P.E. will provide the senior technical leadership for all transportation and traffic engineering-related assignments. The attached table gives the key personnel associated with the production of transportation products and services. In addition, the BDI team will utilize in-house technical support resources including CAD technicians, transportation engineer interns, administrative and support personnel.

Communications

The City of Destin’s primary contact will be the BDI Project Manager, Alan Hart, P.E. For each transportation and/or traffic engineering project assignment, Alan will be assisted by Keith Guthrie, P.E. When required, Alan and any required members of his team will meet regularly with the City and their designated project team, as required to ensure that workflow is efficient and timely. Where a project assignment requires specific public information requirements, Alan will be assisted by our Client Services Manager, Jeff Petermann, P.E. Jeff’s career experience will help ensure that all public communications are effective. For projects that include a measure of multi-modal, pedestrian or cycle traffic, Alan and Keith, and the BDI team will be assisted by David Hemphill, ASLA. Over his 30-plus year career, David has produced a wide range of pedestrian, urban revitalization, trail park and other multi-modal projects in the panhandle.

MAPPING/GIS SERVICES

BDI is fully equipped and staffed to support our local government clients with the design, upgrade and/or implementation of GIS technologies. This state-of-the-art tool streamlines work flow, improves the integrity of data and substantially increases the efficiency of data collection and access. GIS is a problem-solving information resource that can be used to answer questions about the location of underground utilities, watershed characteristics, land use attributes, pollution impacts, public health concerns, and locations for a number of important infrastructural facilities such as water wells, manholes, traffic devices, etc. Through cutting-edge geo-visualization technologies, GIS affords the user with the opportunity to develop interactive that reveal the story behind the data.

GIS Applications

GIS combines the precision of CAD drawings with data management capabilities that provide a solid foundation for comprehensive planning. In today's regulatory environment, administrative requirements often demand data storage and querying capabilities for efficient management and reporting of assets. BDI GIS specialists work with our local government clients to help implement new GIS systems and upgrade existing databases.

Two dimensional infrastructure maps can become a dynamic representation of pending work orders, flow through a water system and/or zoning changes over time. Relationships between multiple datasets are revealed with GIS as it puts location-based information at our fingertips. GIS maximizes workflow and data sharing at the desktop and in the field. BDI helps our local government clients with design and development of existing or new GIS services in the following areas:

- Asset Management
- Demographic and Land-use Analysis
- Geographic and Topographic Mapping
- GPS/GIS Solutions
- Address Matching

GIS/Mapping Advantages

With recent technological advances, geospatial solutions have become an inseparable part of business operation and management. BDI GIS specialists understand how a modern GIS can provide unprecedented access and insight into large, unmanageable databases. Visualization of feature data, the dynamic nature of GIS, along with its modeling and analysis potential, makes it an invaluable resource for mapping, storing and dissemination of spatial information. GIS gives our clients an opportunity to not only produce a map, but reveal the real story behind the data through cutting-edge geo-visualization techniques.



At BDI, we understand that the benefits of GIS are as boundless as its applications. This state-of-the-art tool equips us with cost-saving techniques that streamline workflow, improve our data integrity and increase data collection efficiencies. Our team of GIS specialists are ready to assist the City of Destin with any consulting services required to develop and/or upgrade the City's GIS resources.

Experience

For many of our local government clients, BDI submittals include deliverables formatted to efficiently integrate into existing GIS databases. As such, many of the projects featured herein were prepared to interface with GIS applications. In addition, BDI has provided GIS-specific services for a number of municipal, county and utility clients in Florida. In general, this experience involves database design, pilot projects, field data collection, database prioritization, staff training, etc.

Staffing

The BDI team has selected a group of highly qualified professionals for all GIS work under this contract. For all GIS assignments, Alan Hart, P.E., who also serves as the BDI Project Manager, will serve as the direct technical lead. Hilary Bauer, E.I. will provide in-house GIS production leadership. In addition, the BDI team will utilize in-house technical support resources including GIS technicians, field personnel, administrative and support personnel.

Communications

The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. For each assignment, Alan will be assisted by Hilary Bauer, E.I. For assignments requiring substantive field data collection efforts, Alan will be assisted by Scott Mills, PSM/PLS. When required, Alan, Hilary, Scott and any required members of the BDI GIS team will meet regularly with the City and their designated project staff. All of the results of planning, GIS design, and database development efforts will be communicated to City professional staff on a regular basis.

CONSTRUCTION MANAGEMENT SERVICES



The BDI team has been providing construction management and observation services in the Florida Panhandle since 1926. Our construction inspectors, technicians and project management staff are some of the most qualified and experienced professionals in the region. We believe that our long history of work in the region uniquely qualifies our staff. We understand the local construction materials markets, construction costs and local contractors better than any other firm in the market. In fact, many of the oldest construction documentation available in the panhandle is on file at BDI. We were around when the market was very small –before the big regional and national construction firms were interested in the Florida panhandle. As the local market has grown, our professionals have grown and adapted to the changing construction environment. Our construction management personnel are ready to provide the very best services to the City of Destin.

Capabilities

For any assignment under this contract, BDI is qualified and prepared to execute any required construction phase services. Our staff has a wide range of construction administration experience that could be engaged at any time to provide support to City staff:

- Bidding phase services
- Directional drill / boring experience
- Best Management Practices (BMP) in erosion control, dust abatement, dewatering system discharge, etc.
- Certifications of any related or required utility system modifications
- Engineering support for any required field adjustments or during construction
- Contractor claims resolution services
- Maintenance of Traffic (MOT) experience in FDOT, County and Municipal Rights-of-Way
- Preparation of daily construction reports and logs
- Review, approval and processing of contractor pay requests / applications
- Inventory logs and monitoring of contractor's stored materials
- Resolving utility conflicts during construction
- Prepare system inspection test reports and project punch lists
- Field Change Order preparation and execution
- Contractor Requests for Information (RFI's)
- Regular project meetings, meeting agendas and minutes
- Public, business and homeowner communications
- Review and approval of contractor submittals, shop drawings, RFI's, schedules, as-builts, etc.
- Preparation of any required project record drawings
- Preparation and maintenance of pre-construction and progress photo and videos logs
- Inter-agency, utility and property owner coordination

Our commitment will be to ensure that the best BDI experts are available and on site during any and all special construction operations and/or support service requirements. Locally and state-wide, BDI has multiple layers of technical redundancy available to evaluate, adjust, or provide design modifications during construction.

Construction Cost Management

For all assignments under this RFQ, BDI is committed to assisting the City of Destin with the proper utilization of public capital resources. In the past, we have enjoyed working with the City to develop creative solutions to project issues. BDI will ensure that our designs are well conceived; they will include cost-savings strategies for maximizing the City's infrastructure development resources. We believe that our intimate historical knowledge of the local construction markets places us in a unique position to assist the City in developing highly accurate estimates of probable construction cost. To help establish accurate cost estimates, BDI engineers will consult early in the project development process with our construction management personnel.

CONSTRUCTION MANAGEMENT SERVICES



BDI is accustomed to making cost-saving recommendations to our clients in a wide variety of areas. We review every aspect of the project to look for opportunities to save: materials substitutions, pipeline alignment adjustments, construction staging, fast-track opportunities, phasing options, construction staging, haul routes, bidding strategies, etc. For the City of Destin, BDI is committed to bringing the full measure of our experience in the area of cost-effective consulting.

Contractor Claims

On occasion, a construction contractor will underbid a project. Over the years, BDI has become very familiar with the local construction bidding environment; our engineers and construction management staff work with our clients to ensure that all contractors are fully vetted during the bid phase of the project. Prior to recommendation of award, BDI professionals will execute a due diligence process as required to protect the City from unqualified bids. In every case, regardless of contractual conditions – BDI strictly protects the integrity of the contract documents and supports the public (and client) interest in the project. We believe that it is our duty to respect and support the City's mission and objectives in being good stewards of public infrastructure funding. More than any other consultant in the NWFL market, BDI has proven our resolve in the area of frivolous contractor claims; each of our professional staff has developed a superior understanding of the process for working through contractor issues efficiently and effectively.

Construction Management Experience

BDI is accustomed to providing in-house construction management services for the vast majority of the projects we design.

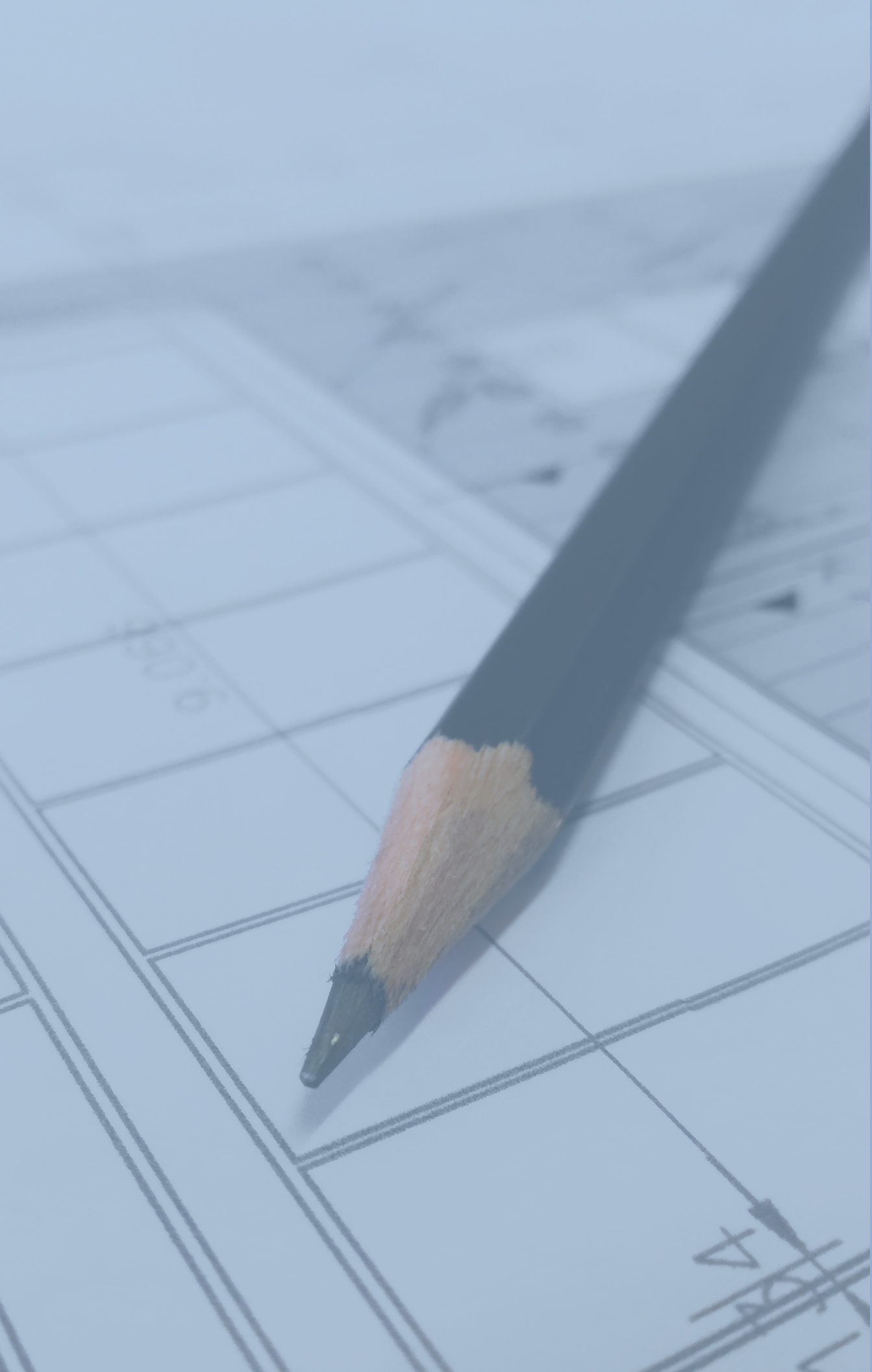
Construction Management Staffing

The BDI team has selected a group of highly qualified professionals for all construction phase services under this contract. Steve Farrell, Jr. CCI, CCPM will provide the BDI construction management for all construction phase assignments. Steve will be closely supported by a number of BDI construction personnel, including the project manager and technical lead for the project. In addition, the BDI team will utilize in-house technical support resources including additional construction inspectors, technicians, engineer interns and administrative personnel.

Communications

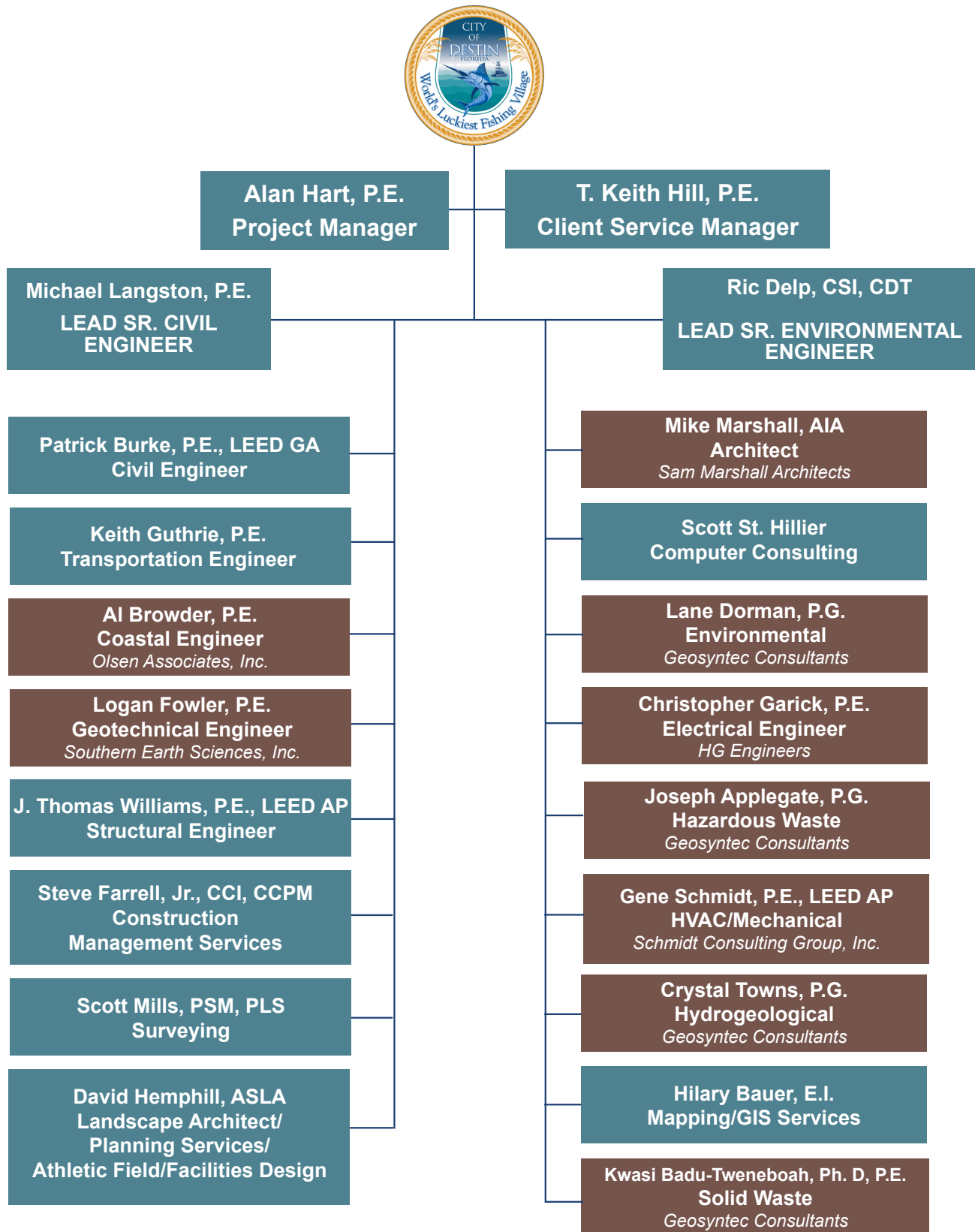
The City of Destin's primary contact will be the Project Manager, Alan Hart, P.E. Alan will remain directly engaged in all aspects of the project – from project inception, through the bidding and construction phase, to final acceptance by the City. As required, Steve and any required members of his team will meet regularly with the City and their designated project team throughout the duration of field construction operations; from contract award to final acceptance.

3. Project Team



PROJECT TEAM

Per the RFQ we have included the resumes for the four key project members. The staff chart below identifies the lead person for each category as listed in the RFQ. Additionally, we have included, if permitted, resumes for the additional team members for each category.



Baskerville-Donovan
 *Key Personnel
 Subconsultants



ALAN HART, P.E.

PROJECT MANAGER

Education: B.C.E., Civil Engineering, Georgia Institute of Technology

Registration: Professional Engineer: FL #58055

Certifications: URS Certified Project Manager

Years with BDI: 1; Other Firms: 23

Introduction

Mr. Hart serves as the Office Manager for BDI's Tallahassee office. His responsibilities include leadership in all aspects of environmental projects from funding, preliminary, design, and through the construction phases. Mr. Hart has 23 years of experience in water and sewer design, roadway, stormwater and maintenance of traffic. For the last 15 years of his career, Mr. Hart has retained the role of Senior Project Manager in-charge of all aspects of civil design, and managed over 5.5 million dollars in revenue over the past seven years. The majority of the work Mr. Hart has completed has been with the City of Tallahassee and Leon County. Mr. Hart is very familiar with the design standards, codes and permitting processes that are required for the Woodville Sewer System Project.

Experience

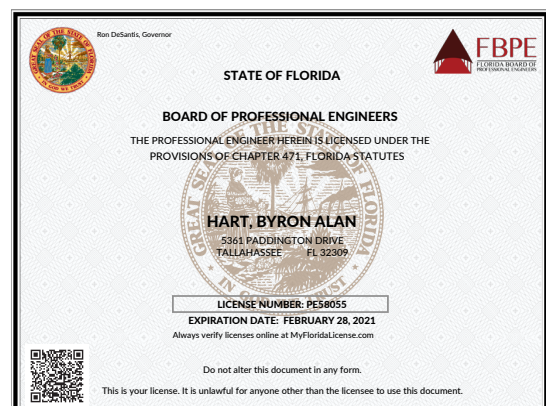
Slate Road 231 Pond Siting Report – Tallahassee, FL: Drainage Design Engineer. Mr. Hart completed the majority of the work effort on a Pond Siting Report for the State Road 231 project. The report included locating ponds, preliminary pond sizing and layout and a feasibility matrix to determine the optimal layout of the proposed ponds.

Richardson Road Drainage Improvements – Tallahassee, FL: Project Manager/Engineer of Record. The purpose of this project was to alleviate flooding of Richardson Road by constructing high capacity inlets in specific areas along the roadway and then to convey the stormwater through a closed system to the existing outfall.

Ridge Road Capacity Project – Tallahassee, FL: Project Manager/Engineer of Record. Mr. Hart was responsible for all designs of Stormwater Management Facilities, closed conveyance systems and ditch conveyance systems for the project. This was a 4 lane capacity project in District 7.

Copeland Street Stormwater Analysis – Tallahassee, FL: Project Manager/Engineer of Record. The City of Tallahassee Infrastructure Department was developing plans to upgrade the sanitary sewer system on Copeland Street and engaged the City of Tallahassee Stormwater Department to develop a preliminary re-design of the closed conveyance system and roadway inlets to alleviate any potential conflicts. Mr. Hart analyzed the existing pipe conveyance system and the drainage inlets to determine what upgrades to the system could be performed and where conflicts could be resolved. This project was completed and is awaiting the design/constructability phase.

Ulmerton Road Widening Project – Tallahassee, FL: Drainage Design Engineer. Mr. Hart was responsible for all designs of Stormwater Management Facilities, closed conveyance systems and ditch conveyance systems for the project. This was a 4 lane to 6 lane widening project in District 7.





T. KEITH HILL, P.E.

CLIENT SERVICE MANAGER

Education: MS, Civil/Environmental Engineering, Auburn University;

BS, Zoology, Auburn University

Registrations: Professional Engineer: FL #61703

Years with BDI: 20; Other Firms: 0

Introduction

Mr. Hill's experience in the field of environmental engineering includes proficiency with unit process calculations and design of wastewater treatment facilities. He is skilled at conducting hydraulic modeling and transient surge analysis of municipal water distribution systems. His experience with municipal water systems includes performing utility audits, master planning, and the design of water treatment and distribution systems. As BDI's Chief Operating Officer, Mr. Hill provides the senior project oversight of the design team's efforts ensuring satisfaction of client communications and of Baskerville-Donovan's standards of excellence.

Experience

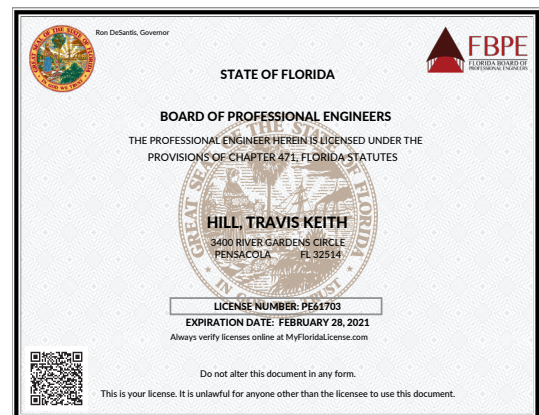
Prieto Road Improvements – Pensacola, FL: QA/QC Officer for the reconstruction of a section of roadway that suffered catastrophic failure due to the severe flooding during the April 2014 historic rain event. Project involved the reconstruction of the roadway, hydraulic analysis, and replacement of the existing cross-drain pipes with a concrete box culvert. Vertical alignment profile slightly modified in order to install additional curb inlets to prevent gutter spread into the vehicular travel land during severe rain events. Design included a four-by-eight foot concrete box culvert to expand the flow capacity of a drainage ditch underneath the roadway. Box culvert design included design details, specifications, alignment of associated wing walls and headwalls, and erosion control measures.

Pensacola Beach Master Plan – Toll Plaza Approach Improvements – Escambia County, FL: QA/QC Officer for Escambia County to widen the approach from the Bob Sikes Bridge to the Pensacola Beach Toll Plaza, to improve traffic flow and relieve confusion for motorists. The project also improved access for a side road parallel to Pensacola Beach Boulevard, included a bike lane from the bridge through the toll plaza, and a crosswalk across Pensacola Beach Boulevard. Responsibilities included roadway alignment design, resurfacing design, stormwater design, and utility coordination.

Roadway Improvements for US Highway ALT 90 (SR-10) – Navy Federal Credit Union – Escambia County, FL: QA/QC Officer for widening of US Highway ALT 90 in front of the new phases of Navy Federal Credit Union in Escambia County. Concrete lined channels and roadside ditches were upgraded to drainage structures and concrete pipe to improve drainage issues. Groundwater and unsuitable soils were encountered during construction and an underdrain

system was designed to drain the soils. Responsibilities included widening and resurfacing design, underdrain design, FDOT Permitting for utilities, widening, and driveway connection, coordination with FDOT inspectors, and drainage design.

Pensacola Beach Master Plan, Access Roadway Improvements – Escambia County, FL: QA/QC Officer for Escambia County included the design of a new roadway which will connect an existing access road to a popular parking lot and allow for improved traffic flow in the "Core Area" of Pensacola Beach. The project includes pedestrian crosswalks, additional parking on Pensacola Beach, and improved drainage in existing parking lots. Responsibilities included the site design, drainage analysis, drainage design, pond size analysis and pipe sizing. Duties also included pavement design, traffic control devices, pedestrian crossing design and striping.





MICHAEL LANGSTON, P.E.

LEAD SR. CIVIL ENGINEER

Education: BCE, Civil Engineering, Georgia Institute of Technology, 1989
Registration: Professional Engineer: FL #49463
Years with BDI: 24; Other Firms: 6

Introduction

Mr. Langston's experience as a Civil Engineer includes services specializing in commercial and residential land development. His responsibilities have included planning, designing, permitting, and drafting for land development projects. His management experience has provided effective coordination between engineering design and construction. He has also been involved in infrastructure planning for public entities and design of roadways, stormwater management systems, water distribution systems, and wastewater collection systems. While in the U.S. Army, he served as a Cartographic Draftsman in the production of topographic and military maps.

Experience

Navy Federal Credit Union Office Complex – Escambia County, FL: BDI was involved in NFCU Brian L. McDonnell Center at Heritage Oaks from concept to completion. This was a multiphase development for relocation of NFCU offices in Virginia to Pensacola, Florida. BDI worked with Escambia County staff to select the property, rezone the property, and develop construction plans for a 65 acre technology park. The site/civil design included surveying, land division and platting, roadway design, on-site stormwater management, extensive turn lanes on US Highway 90, potable water and sanitary sewer systems, parking areas, intersection signalization, and site lighting. The Center is only the second LEED Gold–certified building in the state of Florida.

Pensacola Beach Toll Plaza Restoration – Pensacola Beach, FL: Realignment of traffic lanes through plaza, site grading, handicap access, stormwater management, sanitary sewer pump station and force main, specifications and permitting.

Bob Sikes Toll Plaza Renovations – Pensacola Beach, FL: Engineer responsible for the design of the modification from three existing operational traffic lanes to four – widening each lane from 8' to 14' across. Pedestrian cross walks and handicap accessibility were included in this design, as well as safety barriers and crash protection to the buildings.

Pensacola Beach Access Road – Escambia County, Pensacola Beach, FL: Project Manager for North South Beach Access Road from Quiet Water Beach to Bob Sikes Fishing Pier. Project Included roadway design, utility coordination and relocation, stormwater design, pedestrian and bicycle facilities, and the northern gateway crosswalk that included solar powered RFB's and embedded lighting in the crosswalk.

Via De Luna Roadway Improvement – Pensacola Beach, FL: Design Engineer for this project, which included upgrades to the signalized intersection on Pensacola Beach, utility and stormwater improvements, and capacity upgrades (four lane) to Via DeLuna. Project was unique as it required accommodating large volumes of beach visitors in a narrow time frame. Design reversed the circulation pattern, eliminating several conflicting left hand movements, installed medians and dramatically decreased the number of traffic accidents in the core area of the beach.





RIC DELP, CSI, CDT

LEAD SR. ENVIRONMENTAL ENGINEER

Education: BS Environmental Engineering, Kennedy – Western University
Registration: “A” Water Treatment Plant Operator: FL; Certified Construction Document Technologist (2007)
Years’ with BDI: 19; Other Firms: 22

Introduction

Mr. Delp has more than forty years of experience in the management and operation of utility systems. He was manager of the Midway Water System in Santa Rosa County, and managed the Utility for before joining Baskerville-Donovan, Inc. as a Design Engineer in the Environmental Services Division. He was responsible for all aspects of utility system design, operation and management, developing operating procedures, maintenance requirements and staffing requirements for the Midway Water System with an annual operating budget in excess of \$1,000,000. Mr. Delp has been with Baskerville-Donovan, Inc. for 19 years, 17 of those years as a Project Manager.

Experience

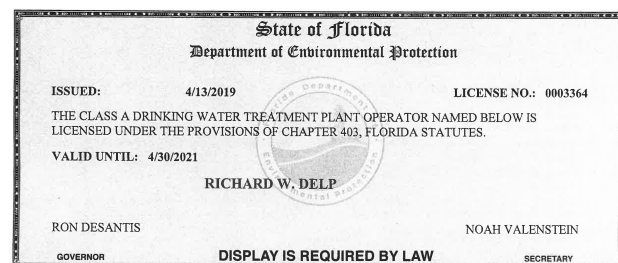
Gill-Bass Park and Canal Street – Milton, FL: Project Manager responsible for the design of the Gill-Bass Park and Canal Street Lighting project. The project provides for lighting along Canal Street and a portion of Caroline Street, landscaping, a park gazebo, walkways, a fountain, and decorative lighting.

U.S. 90/Glover Lane Utility Relocation – Milton, FL: Project Manager responsible for the major utility construction work performed on U.S. 90 and Glover Lane. This work included the addition of gravity sewer along U.S. 90 from west of McDonalds to the intersection of U.S. 90 and Glover Lane and north on Glover Lane to Lambert Drive where sewer service was previously provided by individual lift stations with a force main. The purpose of the project was to make gravity sewer service more readily available to our customers in this area.

Bobby Cato Lift Station CDBG – Apalachicola, FL: Project Manager for the design of the major rehabilitation of a lift station, a low pressure collection system extension, and residential connections to a new low pressure collection system, new water main valves, and water meter replacements.

DWU 2002 Master Water and Wastewater Plan – Destin, FL: Project Manager on this project to analyze all existing infrastructure, identify needs, and develop a long range plan for the utility system.

ECUA Central Water Reclamation Facility (CWRF) – Pensacola, FL: Project Manager responsible for the design for the construction of a new 22.5 MGD AADFAWT water reclamation facility located 14 miles inland from the existing facility. The project includes 5-stage biological basins for nutrient removal, secondary clarifiers, on-site sodium hypochlorite generation, rotating disc filters, screw presses for dewatering of biosolids and paddle dryers for biosolids drying. Effluent disposal includes discharge to Gulf Power’s Plant Christ where the reclaimed water will be used for process cooling water in place of water from the Escambia River. Secondary effluent disposal will include slow-rate land application and distribution to industrial users.



ADDITIONAL TEAM RESUMES

In addition to the resumes of the four key team members requested in the RFQ, we have also included, if permitted, resumes of other team members who will assist with this project.





PATRICK BURKE, P.E., LEED® GA

CIVIL ENGINEER

Education: MS, Civil Engineering, Mississippi State University; BS, in Civil Engineering, Mississippi State University

Registrations: Professional Engineer: FL #82313L; Maintenance of Traffic Advanced Level Training Course; LEED® Green Associate™; Greenroads® Sustainable Transportation Professional #0000254

Affiliations: Society of American Military Engineers

Years with BDI: 2; Other Firms: 2

Introduction

Mr. Burke's experience in civil/transportation engineering includes preparation of construction documents and cost estimates for a variety of projects for local, county and city municipalities, experience in watershed modeling with ICPR and storm sewer design with ASAD, and preparation and submittal of permitting documents to the NFWFMD, FDEP, ACOE, and FDOT.

Experience

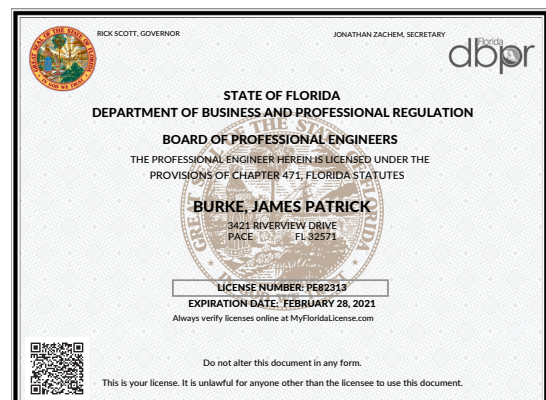
Navy Federal Credit Union Office Complex – Escambia County, FL: BDI was involved in NFCU Brian L. McDonnell Center at Heritage Oaks from concept to completion. This was a multiphase development for relocation of NFCU offices in Virginia to Pensacola, Florida. BDI worked with Escambia County staff to select the property, rezone the property, and develop construction plans for a 65 acre technology park. The site/civil design included surveying, land division and platting, roadway design, on-site stormwater management, extensive turn lanes on US Highway 90, potable water and sanitary sewer systems, parking areas, intersection signalization, and site lighting. The Center is only the second LEED Gold-certified building in the state of Florida.

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Via DeLuna Roadway Improvement – Pensacola Beach, FL: Design Engineer for this project, which included upgrades to the signalized intersection on Pensacola Beach, utility and stormwater improvements, and capacity upgrades (four lane) to Via DeLuna. Project was unique as it required accommodating large volumes of beach visitors in a narrow time frame. Design reversed the circulation pattern, eliminating several conflicting left hand movements, installed medians and dramatically decreased the number of traffic accidents in the core area of the beach.





SCOTT ST. HILLIER

COMPUTER CONSULTING

Education: AA Degree, Computer Programming; Computer Electronics Technician
Years with BDI: 12; Other Firms: 13

Introduction

Mr. St. Hillier has over 20 years of experience providing network and systems integration and implementation consulting and installation for external customers. He has also provided technical assistance with regard to network and systems design and management. Scott also has extensive experience in providing network design, integration and implementation consulting for his clients as well as proficiency with the use of multiple operating systems.

Experience

Proficiency with the use of multiple operating systems includes:

Windows NT Server (v4.0 & 3.51)
NetWare v3.x & 4.x (NDS and Bindery Emulation)
Microsoft SQL Server v6.x (ODBC and MSDBLIB at client)
MDI Gateway - Database gateway product to perform data conversion between DB2/VSAM host data and MS SQL Server
Microsoft SNA Server configured to support PU 2, PU 2.1, LU 1, LU 2, LU 3 and LU 6.2 APPC TPs
Tangram's AM:PM software distribution product
NetWise (Middleware) - Provides workstation and server-based applications an API to facilitate Remote Procedure Call (RPCs) to IBM Host COBOL applications
NetSoft Print Server - Provides IBM Host printing in an NT Server/SNA Server LAN environment
RightFAX Fax Server - supporting direct inward dialing (DID) and dial tone multi-frequency (DTMF) faxing routing services
TCP/IP, Microsoft TCP/IP, IPX/SPX, Microsoft NWLink IPX-SPX, NetBIOS over IPX NetBIOS over TCP/IP 802.2
Microsoft TCP/IP WINS
Microsoft TCP/IP DHCP
Octopus v2.x with SASO configured for a many-to-one fail over solution
Windows NT Workstation v4.0/3.51
Windows 95
Windows for Workgroups v3.11
Windows v3.1
MS-DOS

Professional Achievements:

VMware Authorized Consultant (VAC)
VMware Certified Professional (VCP)
Citrix Certified Administrator (CCA)
Microsoft Certified Systems Engineer (MCSE)
Microsoft Certified Product Specialist (MCPS)
Master Certified Novell Engineer (MCNE)
Novell Enterprise Certified NetWare Engineer (ECNE)
Novell Certified NetWare Administrator (CNA) v4.x designation
Novell Certified NetWare Engineer (CNE) designation
Novell Certified NetWare Administrator (CAN) v3.x designation



HILARY BAUER, E.I.

MAPPING/GIS SERVICES

Education: BS, Civil Engineering, University of South Alabama 2014
Years with BDI: 4; Other Firms: 0

Introduction

Ms. Bauer serves as an Engineering Intern since graduating with a BS in Civil Engineering. Her development as a civil engineer has involved assisting in planning, permitting, and design of roadways, surveying, environmental assessments, and commercial development projects for various local municipalities and private entities. Project responsibilities include facilities planning and preparation of engineering reports, wastewater, stormwater, and potable water system permitting, design, calculations, and construction administration/inspection. Hilary's broad range of experience includes proficiency with Haestad design software such as StormCAD, PondPack and CulvertMaster, as well as ICPR 4. She also has experience in AutoCAD for both drafting and GIS, as well as ArcGIS and Mr.SID for GIS analysis and processing.

Experience

Pensacola Beach Master Plan – Escambia County, Pensacola Beach, FL: Engineer Intern: Design Team for the engineering review and project implementation of the Pensacola Beach Master Plan as presented by EDSA. Project included identifying Phase 1 and Phase 2 tasks and implementation of construction projects outside the peak season based on funding availability.

Stormwater Advisory Team (SWAT) County-Wide Stormwater Recommendation Report – Escambia County, FL: Engineer Intern: Project included reviewing all existing Escambia County basin study recommendations, establishing a uniform project evaluation and ranking criteria, and providing the county with a ranked Stormwater Needs Assessment list, as well as a white paper detailing SWAT recommendations for county-wide stormwater improvements. Ms. Bauer assisted with data collection and report preparation, as well as preparation of a ranked-project map book using GIS.

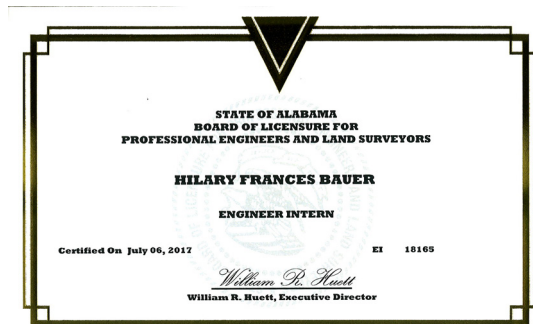
Navy Federal Credit Union Expansion - Phase II – Escambia County, FL: Engineer Intern: Assisting with design of wet and dry detention ponds, open channel, and closed stormwater systems for Phase 2 of the campus expansion. Assisting with developing best management practices (BMP) plan to control site erosion and sedimentation. Phase 2 stormwater improvements are being designed to complement those built during previous phases of construction and coordinate with those currently under construction. Assisting with inspection/administration and modifications of stormwater components currently under construction in consideration of Phase 2 improvements.

South Old Corry Field Road LAP Project – Escambia County, FL: Engineer Intern: LAP project for Escambia Co. to prepare construction documents for the repair of South Old Corry Field Road at its crossing with Jones Creek. It was determined that the existing box culverts would need to be replaced and a precast bridge system would be constructed

along with road and drainage repairs necessary.

Prieto Road Improvements – Pensacola, FL: Engineer Intern: Project involved the reconstruction of the roadway, hydraulic analysis and replacement of the existing cross-drain pipes with a concrete box culvert. Vertical alignment profile slightly modified in order to install additional curb inlets to prevent gutter spread in to the vehicular travel lane during severe rain events.

Holley By The Sea Drainage Project – Santa Rosa County, FL: Engineer Intern: BDI providing professional engineering services for the Holley By The Sea Basin Study, which includes 8,580 acres of slightly sloped land with poor surface drainage features. The area for study and improvement includes several subdivisions with HBTS being by far the largest with approximately 5000 single family lots. The scope of this project is two-fold with the first phase being an engineering drainage study and master plan for an area of approx.15 sq. miles. Assisting with GIS data collection and processing for site analysis, modeling





STEPHEN J. FARRELL, JR., CCI, CCPM

CONSTRUCTION MANAGEMENT SERVICES

Education: BS, Risk Management/Real Estate, FL State University
Registrations: Certified Construction Project Manager: FL; Certified Construction Inspector: FL;
NASDS Certified Diver: FL; 2-20 Insurance Agent: FL; Insurance Adjusters License: FL
Years with BDI: 30; Other Firms: 0

Introduction

Mr. Farrell has been involved in various projects ranging from inspection of roadway improvements to overseeing the construction of large municipal water and wastewater projects. As a Project Inspector, he is responsible for ensuring compliance with project plans and specifications. He is also experienced with many aspects of environmental permitting including cross-section details, volume calculations on dredge-and-fill permits, and gathering field information for FDOT and county/railroad use permits.

Experience

Military Point Lagoon – Bay County, FL: Construction Inspector. This project was a paved surface service road around the top of the berm. Approximately 12' wide and 6800 LF Long. Steve was responsible for QA of placement and verification of base material and subsequent leveling and friction courses of asphalt applied, quality control regarding temperature of asphalt and laying conditions. He also monitored quantities and the quality of the road work being performed during construction.

Navy Federal Credit Union – Brian L. McDonnell Center - Phase 1 – Pensacola, FL: Construction Inspector. This structure is a 2 pre-stressed concrete arch culvert bridge including pile and pile cap layout, with 700 feet of roadway supported by pre-stressed concrete wing walls. Steve served as a construction supervisor and was responsible for the overall inspection of the bridge. He inspected the girders and deck for the bridge and performed QA on the other structural components.

Bridges Over Pine Long Creek – FDOT in Panama City, FL: Construction Inspector. This structure is governed the analysis and design of the dual bridges. To provide hydraulic equivalency, the bridge length was set at 240'. For economy and constructability three equal 80' spans were chosen. The design utilized a continuous concrete deck cast over AASHTO Type IV Beams set on concrete pile bents. Both interior pile bents and abutments were supported by 24" square precast piles. Steve served as Construction Inspector on the project and was responsible for all inspection services and performed QA on the other structural components.

Deer Point Dam/Bridge Evaluation – Bay County, FL: Construction Inspector. This structure included underwater inspection and monitored installation of underwater emergency repairs. Steve served as a construction supervisor and was responsible for the overall inspection of the bridge. He inspected the girders and deck for the bridge and performed QA on the other structural components.

US 98/Thomas Drive Interchange – FDOT in Chipley, FL: Construction Inspector. This project was an expansion of an existing road from 4 thru-lanes to 6 lanes with frontage roads. It involved basic design, sidewalks, divided urban highway, lighted medians, closed drainage system, revisions to the existing signalization, additional turn lanes, and 8 access roads. Other components consisted of roadway and drainage design, maintenance of traffic, right-of-way acquisition, lighting, pedestrian features, and signalization. A three-level interchange connects three arterials with a major bridge. Due to the complexity of this project, more than one governing entity was involved. Steve served as Construction Inspector on the project responsible for inspection services for construction of this multi-level interchange.





DAVID HEMPHILL, ASLA

LANDSCAPE ARCHITECT/PLANNING SERVICES/ATHLETIC FIELD DESIGN

Education: BSLA, Landscape Architecture, Iowa State University
Registration: Professional Landscape Architect: FL #LA0000502
Affiliation: American Society of Landscape Architects
Years with BDI: 40; Other Firms: 2

Introduction

Mr. Hemphill is the Senior Landscape Architect for BDI and provides technical expertise and project management on a variety of tasks. His experience includes large-scale resort developments and permitting through local, state, and federal agencies. He has served as project manager for federal projects involving airport runways, wastewater treatment plants, roadway repairs after Hurricanes Opal, Ivan, and Dennis and military training facilities. In addition, he has provided design services including site planning, subdivision design, park design, and planting and irrigation designs on projects throughout the Florida Panhandle. He serves as project manager and coordinator on numerous projects for the firm's key long-term clients with his responsibilities ranging from conceptual design through construction administration. He is a past member and Chair of the Florida Board of Landscape Architects.

Experience

Community Maritime Park – Pensacola, FL: Project Manager: Managed a controversial and contentious redevelopment project on a brownfield site in downtown Pensacola. BDI provided design services to the Construction Manager including civil, electrical, structural engineering, survey, and landscape architecture. Project required both new and modifications to federal, state, and local permits.

Gulf Power Corporate Headquarters – Pensacola, FL: Landscape design for new office building and adjacent properties. Project included irrigation design and long-term maintenance program. BDI designed an innovative underground stormwater system requiring no retention ponds. Project is featured on FDEP's website.

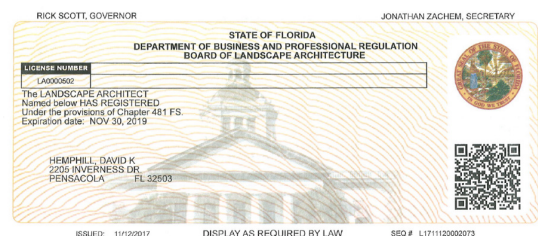
Niceville Downtown Redevelopment – Niceville, FL: Master plan, architectural and engineering design, surveying, and funding acquisition support for this state-of-the-art project. Features include a nature walk, a pavilion with a woodburning fireplace, a bridge over Turkey Creek, site furniture and lighting, a children's park and recreational facility.

CSO Bachelor Housing – NAS Pensacola, FL: Landscape Architect: Prepared planting plan, irrigation plan, amenities package, and minor sports facilities for a new barracks at NAS Pensacola. Project was delivered via a design-build contract. An Air Force facility aboard NAS Pensacola.

Milton Riverwalk Park – Milton, FL: Design, landscape architecture, and surveying services. This recreational space extending over the Blackwater River includes a 24-foot x 500-foot boardwalk, a gazebo, public parking, 2 pavilions, site lighting, site furniture, walkways, landscaping, and irrigation. The project received the State of Florida Design Arts Award

Baptist Medical Park – Pensacola, FL: Project Manager: Site planning, planting plan, and irrigation for a new 27 acre campus for out-patient medical services. Services included site planning, planting design, irrigation design, and pond planting.

Turkey Creekwalk Park – Niceville, FL: Project Manager: Master planning, funding acquisition support, architectural and engineering design, and surveying services. Features include a nature walk, pavilion with woodburning fireplace, and a bridge over Turkey Creek.





J. THOMAS WILLIAMS, P.E., LEED® AP

SR. STRUCTURAL ENGINEER

Education: BS, Civil Engineering and Environmental Sciences (BSE), University of Central Florida
Registrations: Professional Engineer FL #22282, AL #30714, USGBC LEED-NC Accredited Provider
Affiliations: ASCE - American Society of Civil Engineers, ACI - American Concrete Institute
Years with BDI: 21; Other Firms: 23

Introduction

Mr. Williams 40 year history of professional engineering expertise includes multiple continuing service contract applications for a range of client types. Mr. Williams has maintained project management and engineering design responsibilities for structural design and building prototype design manager for Sarasota County, Area A, C, K, and City of Carabelle Vacuum Sewer Station. His federal experience consists of USACE and individual military branch controlled construction projects stateside and in Latin America. Local continuing service contracts also involved projects for Pensacola Junior College, the Escambia County School Board, the City of Pensacola, the City of Gulf Breeze, the Santa Rosa Island Authority, Baptist Hospital facilities, City of Tarpon Springs and Dade City. Local and regional utility/infrastructure continuing service contracts served include Emerald Coast Utility Authority, South Walton Utility Company, Destin Water Users, Panama City Beach, Panama City, , City of Tarpon Springs, Dade City and other utility associations throughout the State of Florida.

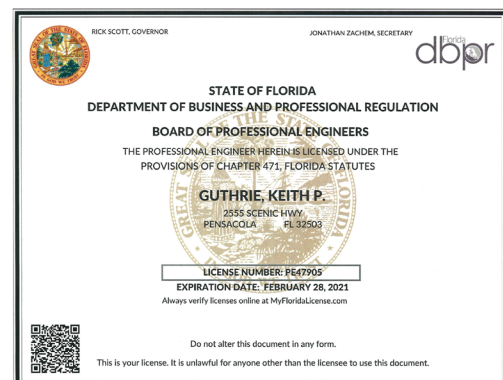
Experience

South Old Corry Field Road LAP Project – Escambia County, FL: Senior Structural Engineer. LAP project for Escambia County is to prepare construction documents for the repair of South Old Corry Field at its crossing with Jones Creek. The roadway suffered a catastrophic failure following the April 29, 2014 rain event and associated damage caused by flood levels within Jones Creek. It was determined that the existing box culverts would need to be replaced and a precast bridge system will be constructed along with road and drainage repairs necessary. The new bridge and road repairs will be designed to meet the uniform minimum standards and criteria prescribed by the Florida Statutes, as well as Escambia County Standards. A precast structure was selected to reduce construction time to facilitate the re-opening of the roadway.

Navy Federal Credit Union – Brian L. McDonnell Center - Phase 1 - Pensacola, FL: Senior Structural Engineer. Phase 1- Stormwater: A multiphase development for relocation of NFCU offices in Virginia to Pensacola, Florida. BDI worked with Escambia County staff to select the property, rezone the property and develop construction plans for a 65 acre technology park. The development occurred in multiple phases over the 6 years. The site/civil design included surveying, land division and platting, roadway design, on-site Stormwater management, extensive turn lanes on US Highway 90, potable water and sanitary sewer systems, parking areas, intersection signalization, construction of box culverts and site lighting (and support structures for site lighting/intersection signalization). Construction administration was provided as necessary to approve pay requests and complete certification of permits. The Center is only the second LEED Gold–certified building in the state of Florida.

Canal Street Roadway Improvement – Milton, FL: Structural Engineer. The scope included removal and replacement of the entire roadway section. In addition, utility relocation was a big component of the work, including overhead power improvements, water and sewer adjustments, new curb and gutter, period street lights, new sidewalks, accessibility improvements, landscape improvements, and a new, modern signal at the intersection of Canal Street and Highway 90. This project was LAP Project & CDBG funded. Also provided design and construction inspection.

Pensacola Beach Toll Booth Renovations – Pensacola Beach, FL: Mr. Williams was a Structural Engineer on the 1999 modifications, which included the widening of lanes, the addition of administrative office space and parking facilities, restrooms conforming to ADA requirements, and a state-of-the-art computerized toll system.





SCOTT MILLS, PSM, PLS

SURVEYING/MAPPING/GIS SERVICES

Education: University of West Florida

Registrations: Professional Surveyor and Mapper: FL #LS5509, AL #20892

Years with BDI: 32; Other Firms: 8

Introduction

Mr. Mills is the Pensacola Survey Manager. He has been land surveying with BDI for 26 years and for 7 years previously with an engineering firm in Huntsville, Alabama. His responsibilities include project management, staffing and scheduling, client relations, contracting, department supervision, and quality control. His experience is extensive in virtually every type of survey to include Right of Way, Boundary, Topographic, Photogrametric, Sectional, Construction, Geodetic and Control, ALTA/ACSM, Condominiums and Subdivision Surveys. Mr. Mills has managed many large-scale projects for County and City municipalities, FDEP, DOT, various utility companies such as ECUA, SWUC, FRUS, DWU and SSRU, private industries, commercial developments and federal government.

Experience

Roadway Improvements for US Highway ACT 90 (SR-10) – Navy Federal Credit Union – Escambia County, FL: Responsibilities included widening and resurfacing design, FDOT Permitting for utilities, widening, and driveway connection and drainage design. (2014)

Pensacola Beach Parking Lot and Secondary Roadway Improvements – Santa Rosa Island, FL: Responsibilities included design of proposed improvements for the milling, resurfacing, and drainage of existing surfaces. (2014)

Escambia County Road Improvement Projects – Escambia County, FL: Project Manager for the improvement of dozens of roads located throughout Escambia County. These road projects included Boundary and Topographic Surveys, as well as Right of Way Acquisition Mapping and covered hundreds of miles of rural roads.

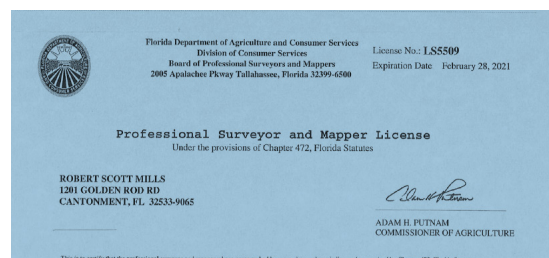
Escambia County Miscellaneous Road Paving Projects (Open-End Contract) – Escambia County, FL: Project Surveyor for the last 10 years for paving and drainage projects throughout the county. These projects required topographic/route surveys, deed research, and sectional and Right-of-Way surveys.

University Parkway Roadway Widening and Realignment – Escambia County, FL: Project Surveyor on the widening and realignment of a 2.2 mile four-lane divided highway. This project included the addition of bike lanes, sidewalks, and lighting and signalization.

SR 79 (from U.S. 98 to ICWW) Design Surveys – Panama City, FL: Project Manager design surveys for State Road 79, which included the development of all roadway and structure geometry, design of stormwater treatment and conveyance systems, and the identification of Right-of-Way requirements.

Pensacola Beach Roadway Improvements – Pensacola Beach, FL: Design surveys and construction control for roadway and intersection improvements.

FDOT Turnpike District – Southern FL: Survey Manager on the design surveys of miscellaneous sites around Southern Florida, including SR 92, the Florida Turnpike, and Veteran's Parkway.





KEITH GUTHRIE, P.E.

TRANSPORTATION/TRAFFIC ENGINEER

Education: MS, Civil Engineering, Florida Institute of Technology; BS, Civil Engineering, University of Missouri-Rolla
Registrations: Professional Engineer: FL #47905
Certifications: State of FL Advanced MOT
Years with BDI: 10; Other Firms: 18

Introduction

Mr. Guthrie presently serves as Sr. Project Manager and Sr. Design Engineer on Civil and Transportation projects. He has worked with federal, state, and local government clients on projects throughout the Florida panhandle. His responsibilities include project design and management of roadway and stormwater projects involving PD&E studies, urban and rural roadway design, utility coordination, stormwater collection, treatment and attenuation, permitting, and construction management. Mr. Guthrie also prepares environmental documents, drainage reports, and stormwater master plans. He is currently working on a local government PD&E Study (Escambia County), drainage projects in Wakulla and Walton Counties, and the design of major roadway projects for Santa Rosa and Escambia County.

Experience

Via De Luna Roadway Improvements – Pensacola Beach, FL: Engineer of Record. The project consisted of the design, permitting and CEI of 3.44 miles of a four lane divided urban roadway with bike lanes, sidewalks, trolley stops, drainage, major utility relocations, traffic signals, maintenance of traffic (MOT), signage and pavement markings. Cost \$14.0 M

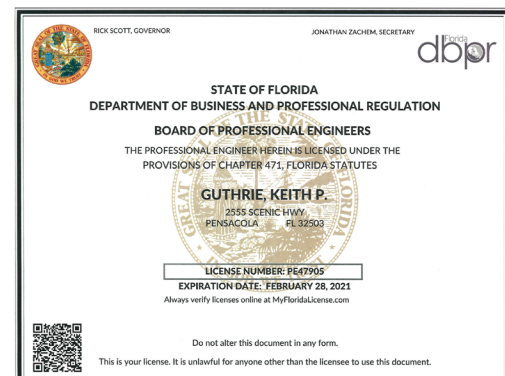
Pinestead/Longleaf PD&E and Design – Escambia County, FL: Transportation Engineer. Located between Pine Forest Road and Highway 29, this corridor is a major highway and a vital link in the completion of an East-West Corridor. BDI was selected by Escambia County to complete a PD&E study, as well as the roadway design of the preferred route. BDI's task included survey and mapping services, public involvement, environmental permitting and roadway design. As Landscape Architect, Dave was in-charge of all landscaping as outlined in the project. This project was a jointly funded project with FHWA, FDOT and Escambia County and required close coordination with these agencies, as well as extensive public involvement.

Prieto Drive Improvements – Escambia County, FL: Roadway design for the reconstruction of the roadway, hydraulic analysis, and replacement of the existing cross-drain pipes with a concrete box culvert. Drainage design included a vertical alignment profile slightly modified in order to install additional curb inlets to prevent gutter spread into the vehicular travel land during severe rain events. Design included a four-by-eight foot concrete box culvert to expand the flow capacity of a drainage ditch underneath the roadway. Box culvert design included design details, specifications, alignment of associated wing walls and headwalls, and erosion control measures.

Fort Pickens Roadway Improvements – Pensacola Beach, FL: Engineer of Record. The project consisted of the design, permitting and CEI of 2.0 miles of 2 lane urban and rural roadway including bike path, drainage, utility relocations, landscaping, irrigation, maintenance of traffic (MOT), signage and pavement markings. Cost \$3.3M

Sandy Hollow Roadway Improvements – Escambia County, FL: Project Manager/Engineer of Record. The project consisted of the design, permitting and limited CEI for the construction of 2.5 miles of Rural roadway and drainage improvements including right-of-way determination and land acquisition assistance, road, drainage, water main construction, utility coordination, signing and pavement markings. Cost \$1.2M

Navy Federal Credit Union - Brian L. McDonnell Center Phase II, – Pensacola, FL: Transportation Engineer: Phase II is a continuation of development on the 300 acre parcel in northwest Escambia County, Florida. The Phase 2 development area is located north of the existing 4-H pond and west of Navy Federal Way. The project includes two multi-story office buildings, two multi-level parking decks, access roads, retaining walls, one bridge, one overpass, Stormwater management facilities, and utilities to support the buildings and improvements.



SUBCONSULTANTS



MIKE MARSHALL, A.I.A.

ARCHITECT –SAM MARSHALL ARCHITECTS

Education: Master of Architecture (1987) Texas A & M University
Bachelor of Business Administration (1980) Texas A & M University
Registration: Alabama, Florida, Registered Architect
Years with Sam Marshall Architects: 31; Other Firms: 0

Introduction

Mike Marshall joined Sam Marshall Architects in 1988, he is a registered architect with specific experience in projects for governmental agencies in Northwest Florida, working with facilities management, with staff members, and with administrators. As a project architect he has gained a knowledge of area soils / topography, utilities systems, and construction process that provide the necessary background for his role on this contract.

Experience

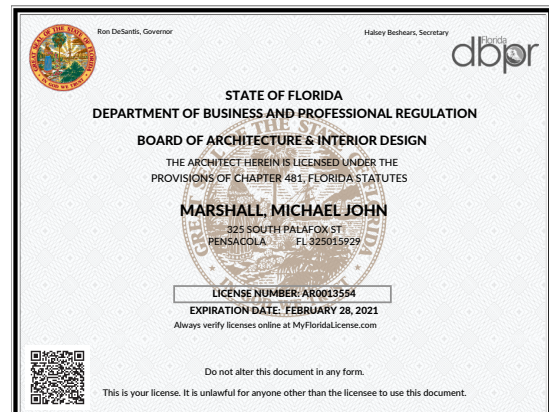
Emerald Coast Utilities Authority CWRF – Escambia County, FL: Role: Architect. This warehouse was designed to store and repair emergency generators for the ECUA lift stations around the Escambia County area. It contained indoor and outdoor covered storage areas, a maintenance shop, and offices, training rooms and employee break areas and showers. The facility is designed to withstand hurricane force winds.

Mobile Area Water and Sewer System (MAWSS) – Mobile, AL: Role: Architect. This project, was designed to house electrical equipment and switchgear for the Mobile area Waste Water Treatment Facility. The building had to be elevated due to its proximity to Mobile bay. Construction Administration was included in our scope of services on this project.

Wakulla WWTF, Administrative Office Building and Lab – Sopchoppy, FL: Role: Architect. This project was for the design of a new Administrative office and Lab for the Wakulla Waste Water Treatment Facility. Administrative spaces included offices, a conference room, and an employee break room. The building also included a motor control center for plant processes.

Destin Water Users, Lab Reroofing – Destin, FL: Role: Architect. This project consisted of reroofing an existing lab building at the Destin Water Users Reclamation Facility. Construction administration was included in our scope of work on this project.

Chipley WWTF, Administrative Office Building and Lab – Chipley, FL: Role: Architect. This project was for the design of a new Administrative office and Lab for the Chipley Waste Water Treatment Facility. Administrative spaces included offices, a conference room and an employee break room. Construction Administration was a part of the scope of work for this project.





AL BROWDER, Ph.D, P.E.

COASTAL ENGINEER – OLSEN ASSOCIATES, INC.

Education: PH.D., Coastal Engineering;
M. Eng., Coastal Engineering;
B.S., Mechanical Engineering

Registration: Professional Engineer: AL #26227; FL #57403

Affiliations: Diplomate Coastal Engineering- ASCE Academy of Coastal, Ocean, Port & Navigation Engineers; Member of American Society of Civil Engineers, Florida Shore and Beach Preservation Association, and American Shore and Beach Preservation Association

Years with Olsen Associates: 20; Years with other firms: 3

Introduction

Dr. Browder is a Principal Engineer and Vice-President of Olsen Associates, Inc., in Jacksonville, FL. He performs project management, site investigation, planning, studies, engineering, design, permitting, and construction management functions for a wide variety of coastal engineering projects.

Experience

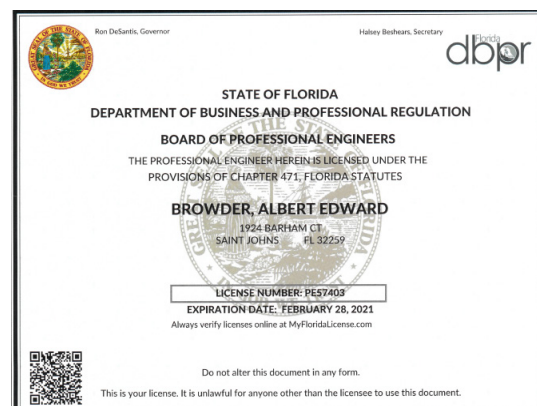
Pensacola Beach Nourishment Project – Pensacola Beach, FL: Coastal Engineer - Responsible for geotechnical sand search, background scientific analyses, project design and permitting of 4.3M cy beach fill project (2002-2003) and 3.0 Mcy (2005-2006) and 1.8 Mcy (2016) emergency and maintenance renourishment projects, project bidding, contract management, permit compliance, post-construction monitoring and FEMA Project Worksheet closeout.

Orange Beach/Gulf Shores Beach Nourishment Project – Orange Beach/Gulf Shores, AL: Coastal Engineer - Responsible for geotechnical sand search, background scientific analyses, project design and permitting of 7.9M cubic yard beach fill project (2005-2006) and 2.3 Mcy maintenance renourishment project (2012-2013), project bidding and contract management, permit compliance, post-construction monitoring and FEMA Project Worksheet closeout.

2016 Longboat Key Beach Renourishment Projects – Longboat Key, FL: Coastal Engineer- Multi-phase renourishment including two channel dredging and beach nourishment project elements (450k cy) and two upland source truck haul nourishment project elements (240k cy). Also responsible for project bidding, contract management, permit compliance, post-construction monitoring, and FEMA Project Worksheet closeout.

Perdido Pass Inlet-Sand Management Study/Plan – Orange Beach, AL: Coastal Engineer- Inlet and sand management study and plan for shallow-draft Federal navigation channel at Perdido Pass in Orange Beach, AL. Performed historical, analytical, and numerical analyses of coastal engineering processes at the Pass, which is routinely dredged, with the objective of developing a plan of management of both the Pass and the adjacent Gulf of Mexico beaches as a comprehensive sand management system. Consulting engineer to the City of Orange Beach, AL for the implementation of management plan objectives.

South Amelia Island Beach Renourishment Project – Amelia Island, Nassau County, FL: Coastal Engineer - Responsible for geotechnical sand search, background scientific analyses, project design and permitting of 2.1M cubic yard beach renourishment project (2011), project bidding and contract management, permit compliance, and post-construction monitoring.





CHRISTOPHER GARICK, P.E., RCDD

ELECTRICAL ENGINEER – HG ENGINEERS

Education: BS, Electrical Engineering, Mississippi State University
Registrations: Professional Engineer: Florida, Alabama, Mississippi, Texas, Colorado, Illinois and Georgia Registered Communications Distribution Designer (RCDD) Building Industry Consulting Services International (BICSI)
Years with HG Engineers: 23; Years with other firms: 3

Introduction

Christopher Garick is an Owner and Electrical/Telecommunications Engineer with HG Engineers. His role is to oversee the day-to-day operations, so all employees of the firm provide services in a coordinated effort. Chris has 26 years of consulting engineering experience in lighting, power, telecom and signaling systems. His experience includes projects in all areas all across the continental US and in Germany and Japan. Chris's design experience includes campus electric utility distribution design, campus lighting design, and building interior and exterior power, lighting telecommunications, and fire alarm system design. Construction design experience includes new and renovated schools, multifamily housing, office buildings, high rises, industrial and healthcare facilities. His experience encompasses being a consultant to Architects and Contractors as well as being a project manager for prime electrical projects for commercial and government clients.

Experience

Okaloosa County Administrative Building – Fort Walton Beach, FL: Provide electrical and audio-visual engineering construction documents for the approximately 63,653 sq. ft. three-story office building and single-story building for the board of commissioners' offices and meeting room.

City of Fort Walton Beach Recreation Center and Sports Field – Fort Walton Beach, FL: Electrical engineering design for new 30,000 sq ft gymnasium and multi-function building and complete site to include five baseball fields and five softball fields, a mile walking sidewalk track and associated parking. The design includes typical power, lighting and fire alarm systems.

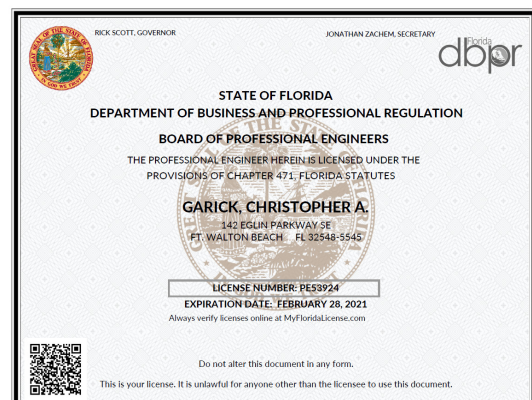
Escambia County Courthouse – Pensacola, FL: Electrical engineering design on the 4-story, 38,000 square foot building, which included the commissioners conference room with press facilities. \$25M

City of Fort Walton Beach Fire and Police Station – Fort Walton Beach, FL: Electrical, telecom, emergency power, fire alarm and security design for a new 20,000 sq ft two story police building and renovation of adjoining fire station which includes moving truck bays and lighting for new parking area. \$4.2M

Fort Walton Beach Housing Authority – Fort Walton Beach, FL: Electrical upgrades of 124 housing units including smoke detectors, power wiring and lighting fixtures. Also added provisions for electric ranges. \$1.4M

Destin Water Users Arc Flash – Destin, FL: Provide ArcFlash calculations for electrical systems with a voltage greater than 120 volts. The electrical equipment to be studied is located: 1) Local Treatment Plant for complete electrical distribution system with exception of MCC's under current design and/or construction. 2) Two Booster Stations and six wells. 3) The four basic electrical equipment configurations for the 78 Lift Stations. To accomplish calculations will involve surveying the electrical systems to verify accuracy of existing documentation and modeling all the electrical systems in EasyPower software. The study shall also produce electrical work orders.

Walton County Wastewater Treatment Facility – DeFuniak Springs, FL: Provide electrical and controls consultation during the update review, bidding and construction phases of the listed project.





LANE DORMAN, P.G.

ENVIRONMENTAL – GEOSYNTECH CONSULTANTS

Education: M.S., Hydrogeology, Clemson University
B.S., Geology, University of South Alabama
Registration: Florida Professional Geologist: PG2861
Years with Geosyntec Consultants: 11; Other Firms: 0

Introduction

Mr. Dorman provides technical expertise and guidance for hydrogeological projects in the Gulf Coast region. His professional experience has included nonhazardous and hazardous waste management; site investigation; contaminant fate and transport evaluations (including groundwater modeling); remedial technology feasibility studies, remedial technology pilot testing and selection; and remediation system design, construction, operation, maintenance, monitoring, and optimization. Mr. Dorman has delineated site contaminants to stringent regulatory endpoints and implemented remedial measures at dozens of sites with recalcitrant compounds in soil, groundwater, and indoor air.

Experience

Nitrous Oxide Manufacturing Plant Closure – Northwest FL

Project manager for expedited environmental assessments and remedial actions following the demolition of a nitrous oxide manufacturing facility. The project involved identification of site-specific constituents of potential concern (COPCs), COPC delineation, regulatory approval of a site assessment report, development of a request for bid, management of the bidding process, regulatory negotiations, subcontractor selection, subcontractor oversight, and site closure. Investigation, remediation, and regulatory reporting activities at this site were completed in approximately one year.

Groundwater Hydraulic Containment System – Northwest FL

Project manager of a diverse team of engineers, geologists, and scientists tasked with the characterization and ultimate remediation of groundwater impacts below and adjacent to surface impoundments at a coal fired electric power utility. The project included regulatory negotiation and approval of the conceptual design, followed by detailed design of an interim groundwater extraction and conveyance system. Expedited implementation activities included extraction well installation and testing, procurement support, and construction/engineering management (e.g., coordination of communication among multiple subcontractors/vendors to achieve a demanding field schedules). Mr. Dorman oversaw system startup testing and ongoing system operation, performance evaluation, and reporting.

Escambia County Division of Solid Waste Management – Pensacola, FL

Mr. Dorman analyzed and interpreted hydrologic data collected near the Beulah Landfill to evaluate groundwater-surface water interactions. Mr. Dorman prepared potentiometric surface maps and lithologic cross-sections summarizing groundwater flow and hydrogeologic conditions at the site. Based on results of this study, FDEP approved a monitor-only remedy in lieu of aggressive remediation proposed by others.

Alternate Source Demonstration – Northwest FL

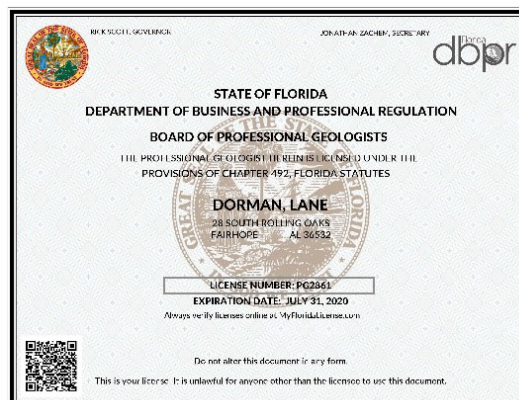
Mr. Dorman led an investigation into the potential source of mercury detections in surface water samples above Florida's in stream surface water quality criterion. Supplemental investigations found that mercury was naturally occurring and, based on a strong correlation with iron, likely released during iron-mineral dissolution resulting from natural variations in geochemical conditions.

Hexavalent Chromium Remediation – Pensacola, FL

As the waste management coordinator, Mr. Dorman was responsible for daily and weekly inspections of primary and satellite hazardous waste accumulation areas, nonhazardous waste staging areas, proper labeling of waste containers, waste sampling, and classification.

FDEP – Pensacola, FL

Mr. Dorman managed multiple former dry cleaner (DC) sites. High-resolution site characterizations (HRSAs) at these former DC sites identified impacts from DC operations in subsurface media. Tasks associated with HRSAs included planning and oversight of direct push technology (DPT) soil sampling, DPT groundwater sampling, modified active gas sampling (MAGS), and permanent monitoring well installation.





LOGAN FOWLER, P.E.

GEOTECHNICAL ENGINEER – SOUTHERN EARTH SCIENCES, INC.

Education: BS, Civil Engineering, Florida State University

Registrations: Professional Engineer: FL, ACI Concrete Field Testing, FDOT Advanced Maintenance of Traffic Certification, FDOT Concrete Field Inspector, Asphalt Plant I, Earthwork Construction Inspector I

Years with SESI: 8; Years with other firms: 1

Introduction

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

Experience

Proposed Apartments – Harbor Blvd., Destin, FL: Geotechnical investigation for new multi-family development near Harbor Blvd. Services included geotechnical evaluation for building foundations, stormwater facilities, and pavement.

Vintage Destin Apartments – Destin, FL: Geotechnical evaluation of a new apartment complex site, which included borings for foundation design of multiple multi-story apartment buildings, stormwater facilities, retaining walls, and pavement.

Inlet Beach Pedestrian Underpass – Inlet Beach, FL: Geotechnical evaluation of new pedestrian underpass beneath SR 30 in western Bay County. The investigation included cone penetration test (CPT) soundings within the right-of-way, determination of seasonal high groundwater, and recommendations for construction alternatives.

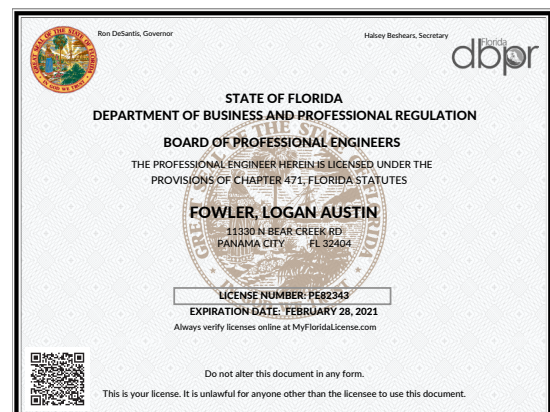
Siebert Avenue Subdivision – Destin, FL: Geotechnical investigation for new subdivision, which included soil borings for stormwater exfiltration system design.

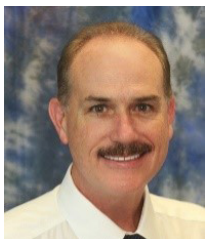
SR 30 (US 98) Widening – Destin, FL & Walton County, FL: Geotechnical materials testing and consulting services for approximately seven miles of roadway slated for widening, utility, and pedestrian improvements.

Southern Cross Plantation – Destin, FL: New subdivision in Destin. Geotechnical borings and double ring infiltrometer testing for stormwater facility design.

CR 386 Reconstruction – Gulf County, FL: This project consists of geotechnical engineering for 19.5 miles of resurfacing, paved shoulder additions, and extending/replacing five cross drains. Four of the box culverts will be extended and one CMP cross drain will be replaced. SESI performed soil classification, resilient modulus, corrosion testing on soil and water, asphalt evaluation, and soil borings. The construction budget for this FDOT funded project is approximately \$11.6 million. The project adheres to FDOT specifications.

East Point Washington Rd. – Santa Rosa Beach, FL: This project in south Walton County consisted of design services for new road construction. The total project length is approximately 0.75 miles. Approximately 2300 lineal feet is an existing dirt road and the remaining 1700 lineal feet is new construction. The realignment will extend through two wetland areas and consist of a new asphalt pavement section throughout the length of the roadway with two bridges extending through the wetland areas. Bridges may be up to 200 feet in length, each. SESI is providing geotechnical services for roadway and structure design. SESI will also support the CEI consultant during construction. This project will adhere to FDOT specifications.





JOSEPH APPLGATE, P.G.

HAZARDOUS WASTE – GEOSYNTEC CONSULTANTS

Education: MS, Geology, Florida State University
BS, Geology, Illinois State University
Registrations: Professional Geologist: FL No. 1067
Years with Geosyntec: 3; Years with other firms: 30

Introduction

Mr. Applegate has managed numerous State of Florida Superfund, State Hazardous, Drycleaning Solvent, State Owned Lands and Site Investigation, Brownfields, Petroleum, and Former Manufactured Gas Plants. As a former FDEP Superfund and State Site Project Manager in Tallahassee, he worked constructively with FDEP representatives in Tallahassee and the FDEP districts and as a result has established a close relationship and level of trust with regulatory personnel. This relationship is based on working with the FDEP and U.S. Environmental Protection Agency (U.S. EPA) for over 33 years on projects in Florida.

Experience

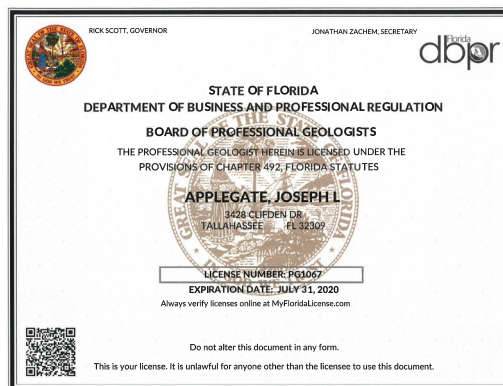
Environmental Forensic Assessment and Technical Services – FL: Contract Manager for a 5-year contract to conduct forensic assessments and other technical services for the FDEP. This work includes evaluating timing and sources of releases of various chemicals of concerns, often using multiple forensic analyses including chemical fingerprinting, isotopic/geochemical tools, molecular biology, and advance site characterization tools. The FDEP has entrusted multiple high-profile projects to Geosyntec and Mr. Applegate's management including a vapor intrusion project where multiple buildings at a high school had been affected by petroleum odors/vapors. Measures implemented at the recommendation of his team's work helped to reduce indoor vapor concentrations to below USEPA screening levels.

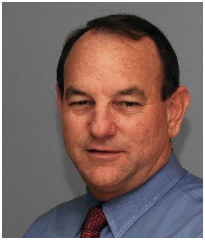
State of Florida Consolidated Environmental Programs Contract Manager – FL: Mr. Applegate was Contract Manager for another consultant's FDEP Bureau of Waste Cleanup Consolidated environmental programs that included four FDEP environmental programs: Hazardous Waste and Dry-cleaning Solvent Cleanup Program; Site Investigations and State-Owned Lands; CERCLIS Site Screening, and Brownfields Assessment and Cleanup. Mr. Applegate has managed many projects and programs in these various programs over the past 28 and has trusted relationship with FDEP staff.

State of Florida Petroleum Restoration Program – FL: Mr. Applegate is a senior peer reviewer and regulatory support specialist for Geosyntec's FDEP Petroleum Restoration Contract for assessment and remediation of retail and other petroleum-related sites throughout the state of Florida. Mr. Applegate has provided high level strategy development and regulatory support and interaction for ARCADIS' Petroleum Cleanup Contract. Mr. Applegate has positive relationships with FDEP senior managers, program and project managers, and FDEP contract managers.

Large Superfund Remediation Project – Santa Rosa County, FL: Project Director for a large Superfund remediation project. Mr. Applegate is the project director for a large Superfund remediation project involving chlorinated solvents and an 800 gallon per minute groundwater extraction and treatment system. The project is a fixed price remediation project involving environmental insurance products and long-term operation, maintenance, and regulatory reporting.

Tetrachloroethene Investigation – FL: Directed a tetrachloroethene (PCE) investigation at a chemical wholesale facility in Florida. PCE had affected groundwater to depths of over 100 feet below land surface and an aerial extent over two city blocks. The investigation was completed over a 12-month period, where two other consultants had failed in completing the assessment (they had spent over ten years assessing the site). The assessment was subsequently approved by the state agency, and Mr. Applegate directed the Remedial Action Plan to address soil and groundwater assessment.





GENE SCHMIDT, P.E., LEED®AP

HVAC/MECHANICAL

Education: BS, Mechanical Engineering, University of South Alabama

Registrations: Professional Engineer: FL #36948, AL #15709, CA #23916, GA #PE01576, LA

#0030875, MS #14360, OH #79069, SC #27208; NCEES #7221; NCEES #7221; AABC Certified

Commissioning Agent (CxA); Certified Plumbing Designer (CPD); GBI Green Globes Professional (GGP); USGBC LEED BD+C Accredited Professional

Years with HG Engineers: 32; Years with other firms: 6

Introduction

Mr. Schmidt has led SCG for over 30 years and has extensive experience in facilitating all aspects of the design and construction process for municipal, commercial, federal, and educational facilities including: planning; facility assessments and other studies; construction administration; HVAC, mechanical, fire protection, and plumbing design; and commissioning, with specialized experience in energy conservation, indoor air quality investigations/remediation, and geothermal design. He has thorough understanding of energy efficiency and solutions to minimize energy costs. His extensive design experience, coupled with his understanding of mechanical and HVAC systems operations and maintenance, provide him with an ideal background for this project. His understanding of climatic conditions, building codes, and local regulations in Northwest Florida will be an asset to the project team.

Experience

Escambia County Board of Commissioners – One Stop Facility – Pensacola, FL: Mechanical/HVAC engineer for the new \$11 million, 76,000 SF two-story central office which consolidated departments of Building Inspections, Environmental Enforcement, Fire Safety, Community and Environmental Services, Geographic Information Systems, Animal Control, Engineering, and Transportation. The green roof provides inherent thermal insulation properties, reduces storm water impact, and reduces internal energy demand for cooling and heating. High efficiency HVAC systems, low water-use plumbing fixtures, and daylighting were used to further decrease energy costs.

City of Gulfport Municipal Complex – Gulfport, MS: Mechanical/HVAC Engineer for a \$20 million, two-phased, three-story new facility. Phase I included a 57,000 SF Police HQ and Municipal Courts Facility. Phase II included approx. 50,000 SF of municipal services space. Designed as a first responders' shelter to FEMA 361 standards. Supplied with water wells for treated fresh water supply, and supplemental sewage management for emergency events. 100% conditioned air and humidity control were provided for personnel and equipment operation in an emergency event.

VT Mobile Aerospace Engineering, Maintenance Repair and Overhaul Facility – Pensacola International Airport, FL: Mechanical/HVAC Engineer for the new, \$37M MRO hangar which services aircrafts including the B777, B757, and A320 family. The new HVAC system has multiple chilled water air handlers. The chilled water system consists of one 200-ton air-cooled chiller serving a variable primary pumping chilled water distribution system with a single distribution loop.

City of Pensacola – Fire Station No. 1 New Facility – Pensacola, FL: Mechanical/HVAC engineer for the design of a new \$3.1 million, 20,000 SF fire station. The design was developed to meet all codes and standards, and the building was hardened to withstand a hurricane. Pensacola City Hall was severely damaged by Hurricane Ivan, a Category 3 storm, and Fire Station No. 1 was used as the base operations location for City Management.

Gulf Coast State College Advanced Technology Center – Panama City, FL: Mechanical/HVAC Engineer for the new, \$31.3 million, 3-story, 80,193 SF Advanced Technology Center. Mr. Schmidt evaluated the campus' central chilled water utility and developed a solution to increase its capacity and efficiency, eliminating the need for a new dedicated building system. LEED Gold Certified.



CRYSTAL TOWNS, P.G.

HYDROGEOLOGIST

Education: M.S., Geological Sciences, University of Alabama, 2008

B.S., Geology, Millsaps College, 2004

Registrations: Professional Geologist : PG2958 (FL), 1476 (AL)

Years with Geosyntec: 7; Years with other firms: 0

Introduction

Ms. Towns is a hydrogeologist with experience in site assessment and environmental compliance. Her project work has included site reconnaissance, compliance and site history research, collection and analysis of hydrogeologic data, site assessment and final report production for projects. She is also proficient in database management, and soil and groundwater sampling for regulatory compliance and site characterization. Other project responsibilities have included preparation of site reports, interaction with client representatives, direct oversight of field investigations and management of subcontractors, preparation of bid specifications, preparation and review of site investigation data, and review of regulatory agency records.

Experience

Landfill Expansion Permitting, Santa Rosa County, Central Landfill – Milton, FL: Performed aquifer testing at the site and assisted with collection of water quality samples according to applicable FDEP SOPs.

Groundwater and Hydrogeologic Services for Beulah Landfill, Escambia County Waste Services Department – Pensacola, FL: Assisted with the design and field planning of a hydrologic study to evaluate groundwater-surface water interaction in a section of creek that borders the Beulah Landfill. Field activities included staff gauge installation, piezometer installation, and water level measurements.

Groundwater and Hydrogeologic Services for Perdido Landfill, Escambia County Waste Services Department – Pensacola, FL: Provided field oversight for monitoring well installation and decommissioning activities. Conducted technical reviews of semi-annual monitoring reports for the landfill. Verified field data was reported accurately and met regulatory compliance, conducted a quality assurance/quality control review of the analytical data, and developed potentiometric surface maps to provide a hydrogeologic interpretation of groundwater flow.

FDEP Waste Cleanup and Site Investigation Section – Escambia and Franklin Counties, FL: Conducted field activities, including groundwater and soil sample collection, soil logging, and monitoring well installations, for several State-Owned Lands sites. Served as lead field coordinator during assessment activities conducted at an active industrial laundry facility. The activities were designed to characterize the nature and extent of existing impacts in the vadose zone and shallow surficial groundwater that may be contributing to a deeper groundwater plume. She performed direct push technology (DPT) soil sampling, lithology characterization and logging, Modified Active Gas Sampling (MAGS) well installation, and DPT groundwater sampling. The scope of work required coordination of the field team with the facility managers and a night-time work schedule.

Guillemard Street PCE Plume Site, Florida Department of Environmental Protection Waste Cleanup Division – Pensacola, FL: Responsible for the groundwater monitoring program, including performance water quality sampling, data evaluation, preparation of potentiometric surface maps, and report preparation on an annual basis. She interacts with regulatory agency to discuss conclusions and recommendations for future monitoring.

Site Assessment and Remediation, Mahogany Mill Boat Ramp Site, Escambia County Neighborhood and Human Services Department – Pensacola, FL: Performed discrete-depth soil sampling in a grid layout to delineate vertical and horizontal impacts. Soil samples were field screened with a photo-ionization detector (PID) and flame ionization detector (FID) to preserve the health and safety of field samplers and to identify potential VOC impacts. Her duties also included compilation of collected data, GIS figure preparation, and preparation of the site assessment report.





KWASI BADU-TWENEBOAH, Ph.D, P.E.

SOLID WASTE – GEOSYNTEC CONSULTANTS

Education: PhD, Geotechnical Engineering, University of Florida
MS, Geotechnical Engineering, Arizona State University
BS, Civil Engineering, University of Science & Technology, Ghana
Registrations: Professional Engineer: FL No. 42460
Years with Geosyntec: 31; Years with other firms: 3

Introduction

Dr. Badu-Tweneboah is a geotechnical engineer with over 30 years of experience managing solid waste and other industrial projects and programs for public and private sector clients. He is a registered professional engineer in Florida that is very familiar with the Florida solid waste regulations, and have extensive experience negotiating with the FDEP Solid Waste Section. Dr. Badu-Tweneboah was a major contributor on the Task Force assigned by FDEP rewriting the Florida solid waste rules and regulations (Chapter 62-701, Florida Administrative Code) in 1990. He was also a member of the Technical Advisory Group (TAG) on post-closure care research project sponsored by the Hinkley Center for Solid & Hazardous Waste Management. Dr. Badu-Tweneboah has worked as a program manager, project manager, and engineer-of-record for the design, permitting, operation, closure, and construction of solid waste management projects in Florida and throughout the U.S. He has published more than 50 papers on landfill design, closure, and other solid waste issues; and regularly speaks at technical conferences on innovative containment system design.

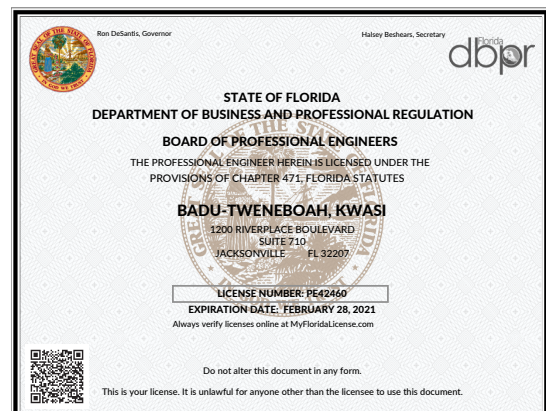
Experience

Coyote Sites Closure Evaluation – Santa Rosa and Walton Counties, FL: Project Director and technical review for this, initially, fast-track construction and demolition (C&D) debris disposal facility evaluation and closure design project for FDEP. Geosyntec mobilized to the 20-acre facility to meet with FDEP and Escambia County staff and perform a comprehensive site inspection, which included LFG and hydrogen sulfide (H₂S) measurements and cover thickness evaluations. Using the H₂S data collected, Geosyntec performed air dispersion modeling to prioritize discrete disposal areas for closure that were most significantly contributing to the offsite odors. Geosyntec prepared construction drawings and specifications for final closure of the facility, and subsequently conducted site assessments to document observations of the closure plan implementation (performed by others), identify areas of deficiency, and provide recommendations.

Rolling Hills Odor Mitigation and Closure Design – Pensacola, FL: Field engineer for evaluation of this high profile 20-acre C&D debris disposal facility. The comprehensive site inspection included LFG and hydrogen sulfide (H₂S) measurements for the development of an air dispersion model to offsite odor transport and performing test boreholes to evaluate the existing cover thickness. Mr. Rivera assisted with the preparation of construction drawings, technical specifications, and closure cost estimates for final closure of the facility.

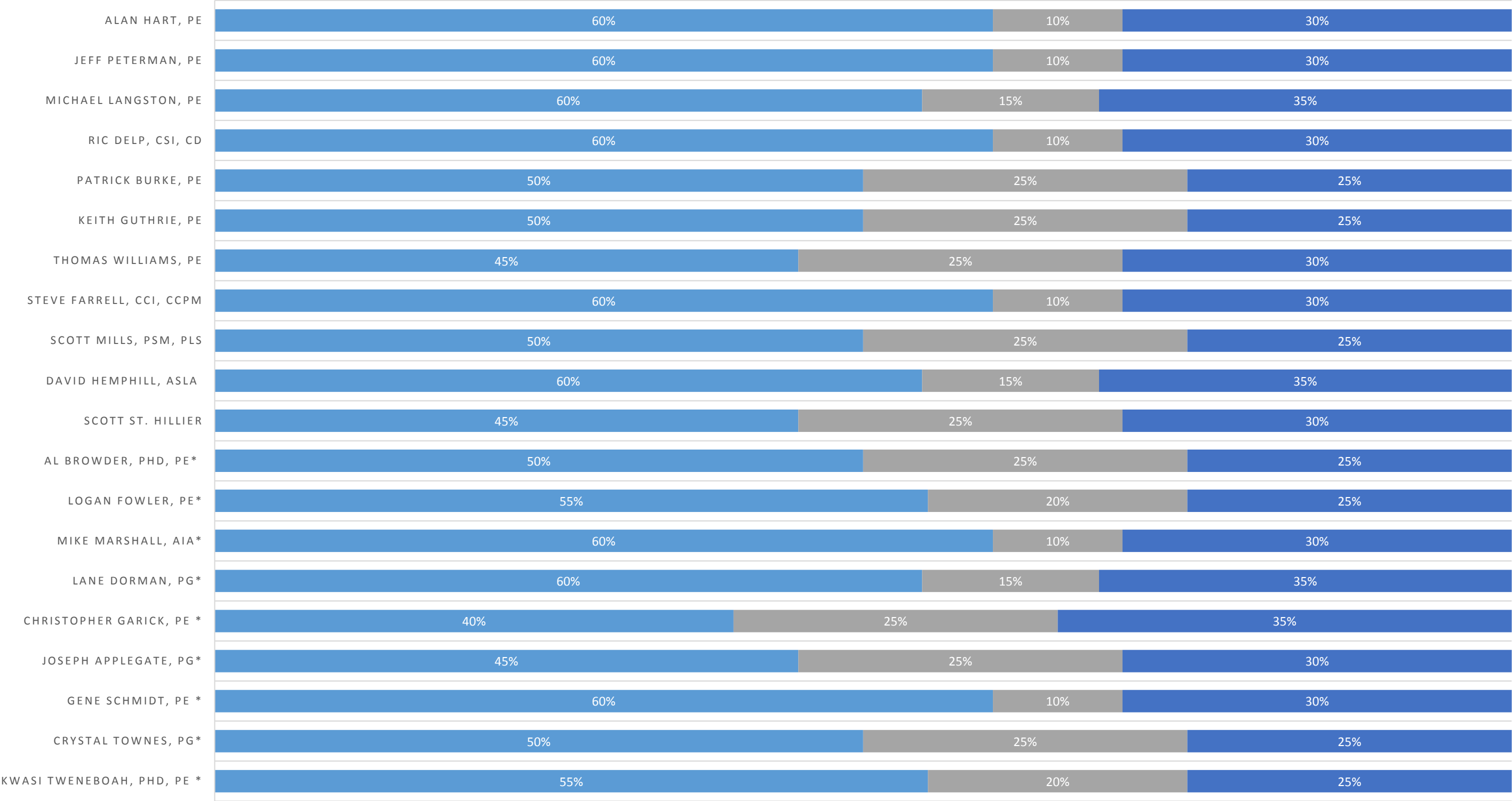
JED Solid Waste Management Facility – Osceola County, FL: Project Director and technical reviewer for several design and permitting projects at the JED Class I (MSW) facility including: (i) a 100-acre lateral expansion; (ii) an intermediate permit modification for the construction of a 25-acre partial closure system at the active site; and (iii) a permit modification for the retrofit of the existing leachate

storage facility with an aeration system to pre-treat leachate prior to off-site disposal. The lateral expansion involved close collaboration with the client to identify site development needs and logistical constraints to maximize potential airspace and corresponding site life. He also served as the project manager and engineer-of-record for the preparation of Title V Air Operation Permit and Air Construction permit modification applications as part of the overall lateral and vertical expansion of the facility. Dr. Badu-Tweneboah also served as the engineer-of-record for the preparation of construction documents, procurement support for the partial closure and GCCS for Phase 1 of the landfill facility; and served as the CQA engineer-of-record for the Phase I construction of the GCCS that includes: (i) installation of header pipe; (ii) installation of a condensate management system; (iii) construction of 29 vertical gas extraction wells; and (iv) installation of a flare/blower system. Dr. Badu-Tweneboah also prepared quarterly gas migration monitoring reports for the facility and is currently preparing a Landfill Gas Compliance Monitoring and Maintenance Plan for the facility.



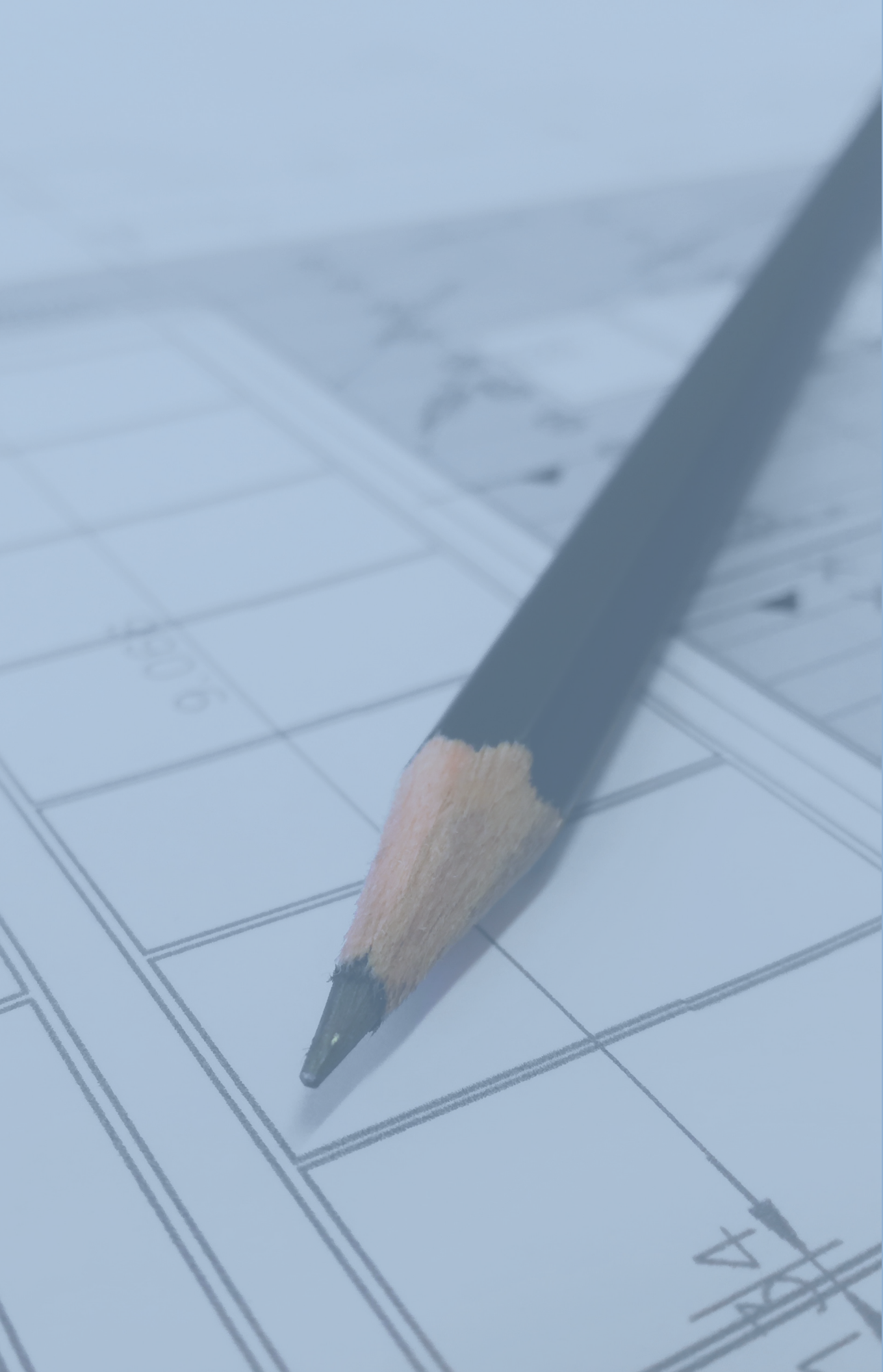
BDI TEAM AVAILABILITY

Current Assignments Planned Assignments Available for Work



**Denotes Sub-Consultant who will perform more than 5% of the work in their service category*

4. Understanding & Approach



PROJECT APPROACH AND METHOD

CITY OF DESTIN SPECIFIC PROJECT MANAGEMENT

Project Initiation Phase

The Project Initiation phase begins when the City of Destin Project Manager (PM) reaches out to Baskerville Donovan (BDI) with a Scope of Work that needs to be completed. BDI's staff includes nine highly qualified Project Managers (PM's) that represent the most experienced, proven project management talent that the engineering industry has to offer. Alan Hart, our Destin Regional Manager, will serve as the Project Manager for most projects under this continuing services contract. Under certain circumstances, Mr. Hart and senior BDI Staff will select a Project Manager with the appropriate skill set to complete the certain niche projects. During these instances, Mr. Hart will still be the main client contact for the projects and will work with the BDI Project Manager to ensure that the project continuity is seamless. During the Initiation Phase, BDI staff will develop a high-quality Project Management Plan (PMP). In fact, our production systems are custom-built around the individual talents of our project management staff. As such, our system is designed to allow BDI PM's the flexibility they need to develop customized PMP's that will accurately reflect the specific conditions surrounding each project assignment for City of Destin.

Once the Scope of Work has been reviewed and discussed, a site visit will be completed to gather information about the existing conditions and to start to develop, or amend the Scope of Services for the City's Task Order. At this point, our PM's will begin the PMP planning process with a comprehensive brainstorming session. This meeting will include key design team members, City of Destin professional staff, and any other stakeholders recommended for participation by the City. In almost every case, our experience has shown that local governments will identify a project manager to act as the primary professional point-of-contact for all work under a specific task or assignment. Our approach involves working as an extension of the local government project manager's project team. The BDI team will use the project initiation conference to work with the client to develop the fundamental basis for the PMP.

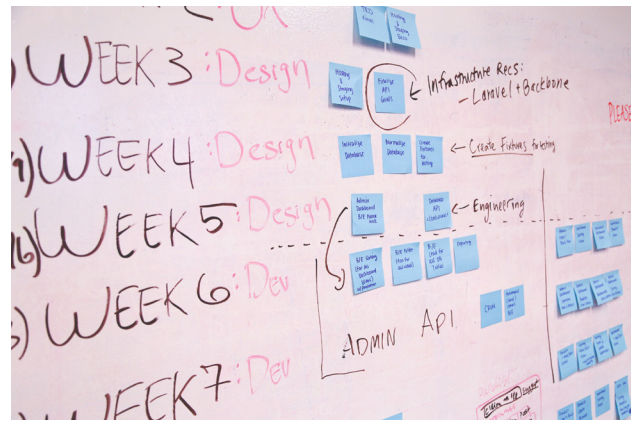
There are three major components that must be addressed during this Phase; Scope, Schedule, and Fee. Once the Scope of Services is completed and agreed upon by the City and BDI, BDI's assigned Project Manager will develop his team of in-house staff and required sub-consultants to complete the design process. At this point, the team will start to determine the fee and schedule for the project. Plans are often developed utilizing 30%, 60%, 90%, and final submittals to the City. The schedule will take into account sub-consultant schedules, staff hours, and City review time for each submittal. In the event that a project requires an expedited time frame, the amount of submittals may be reduced and compression of the schedule may be achieved. This Phase will require open communication between BDI and the City's Project Manager. Once Scope, Schedule, and Fee have been agreed upon, BDI will await a Notice to Proceed (NTP) in the form of a signed Task Order from the City.

Preliminary Design Phase

The Preliminary Design Phase begins when the City issues an NTP to BDI's Project Manager. The City and BDI have agreed upon the Scope, Schedule, and Fee, and the City has issued BDI a signed Task Order. During the Preliminary Design Phase, our team will begin the planning the project. We will work closely with City of Destin Staff to determine survey needs. Anticipated field information to be gathered includes topographic surveys and existing utility data for the project limits. GIS and Lidar data will be utilized where it is deemed appropriate. A regulatory assessment would also be part of this evaluation including isolation of potential jurisdictional lands within the project area and general subsurface conditions from published data. Should the regulatory assessment indicate jurisdictional lands within the project area, a delineation effort would be necessary to establish limits and other pertinent information within the project corridor. Similarly, rights-of-way, utility easements and other property ownership issues will also be identified based upon available information. Once we have received the survey and it has been vetted through the QA/QC process, our team, in concert with the City, will begin to lay out preliminary engineering design elements to help establish the best engineering solution for the project. Working closely with City of Destin staff, the result of this effort would be captured in the form of a Design Report to document the design basis and support the overall construction permits required.

Final Design Phase

Based on the Design Report, the Final Design Phase will commence. At this point, the primary production-phase role of the Project Manager is to direct the proper development of all project deliverables. At BDI, production-phase execution begins with the strategies, scheduling, and budgetary information included in the PMP. BDI will begin to develop a set of construction documents that will meet the requirements of the scope of services and allow the scope of work to be completed. BDI will take into account existing conditions, environmental constraints, right-of-way constraints, and any other issues that may directly impact the constructability of the project. BDI will develop all construction plans utilizing the City's latest CADD Standards, Design Standards, and Specifications. When required, BDI will pull from its database and wealth of experience to develop technical specifications for certain design circumstances. BDI will hold to the four phase submittal requirements (30%, 60%, 90%, and Final) unless there is a need to expedite the design phase. All phases will be subject to a strenuous in-house QA/QC process prior to submittal of each phase. This process is designed to eliminate mistakes and develop a constructible set of plans with minimal errors. This process will look at both superficial and engineered issues. In a nutshell, the more eyes that look at the project, the more opportunity there is to eradicate errors. Based on the Scope of Services, our team will help develop materials and attend any required Public Information Meeting (see "Public Information Meetings" section) to help educate and develop community support for the project.



Project Closeout

Once the final construction plans have been completed and the plans are ready to be signed and sealed, BDI will work closely with the City to get the project ready for bid and construction. As early as the 60% design phase, our team will begin to develop detailed project cost estimates that include pay item numbers and pay item notes. As the project continues to come closer to final design, our team will start to tighten up these cost estimates and formulate our Opinion of Probable Cost. Based on the final set of construction documents and the quantity takeoffs used to develop our Opinion of Probable Costs, we will also develop Bid Tabulation Sheets that will be used by the contractors to bid the projects. Again, based upon the Scope of Services, BDI will attend a pre-bid meeting, a pre-construction meeting with the City and the selected contractor, and attend any construction coordination meetings while the project is being constructed.

BASKERVILLE-DONOVAN, INC. SPECIFIC PROJECT MANAGEMENT

The "City of Destin Specific Project Management" section above is based on BDI's actual experience when dealing with the City on specific task orders developed under previous Continuing Services Contracts with the City. This section will discuss the internal Best Management Practices (BMP's) that BDI follows for all engineering projects, regardless of the client.

Project Coordination

BDI is committed to ensuring that all project professionals and sub-consultants, regardless of discipline, are well coordinated, effective and efficient. At BDI, the Project Manager is responsible for ensuring successful team coordination and that all project elements and disciplines will be well coordinated and efficient. For this City of Destin RFQ, BDI has proposed several unique checks and balances that will assist Alan in providing a well-coordinated effort:

Monthly Project Meetings. BDI is prepared to commit the resources required to execute specific monthly project meetings. As a program develops, our staff feels that the project meetings will provide critical opportunities for coordination with the client and various disciplines involved in the project.

Senior Management Involvement. For this City of Destin effort, BDI will utilize Keith Hill, P.E. to help support key project communications and issues. This approach is in keeping with the successful monthly meetings that Mr. Hill has been attending on other municipal projects. Direct involvement at this level ensures that the Senior BDI managers will be well coordinated and integrated.



Project Planning

Our experience has demonstrated that the best approach for controlling cost is developing high-quality design concepts and plans early in the project. In fact, we believe that effective planning is a fundamental feature of every successful project. The project goal should be established and (determined to be) realistic prior to design development. At BDI, we have developed a comprehensive approach to project planning; we feel strongly that design should not proceed without a clear, concise set of (achievable) project objectives. The successful project plan should satisfy a number of basic requirements: budget, schedule, technical requirements, constructability issues, logistics, materials acquisition, regulatory compliance, public information, all have an impact on the feasibility of a particular alternative or strategy.

In many cases, BDI engineers will recommend targeted investments in up-front studies to establish some basic physical and logistical parameters for project development. For example, it is often necessary to complete a limited number of cursory soil borings within the proposed construction area prior to developing a final project plan. Water table conditions, sub-surface material suitability, embankment costs, etc., can each have a profound impact on the constructability and suitability of an (otherwise) preferred alternative.

The topic of project “cause and effect” will be extensively discussed in the earliest stages of each assignment so that City professional staff and BDI are satisfied that the project outcome will be in line with expectations.

Ability to Meet Budget

The goal of BDI is to provide the City of Destin with a finished product on time every time and on budget. For the City of Destin, BDI will demonstrate a mature level of professional commitment. BDI has numerous municipal contracts and BDI successfully submits the required deliverables on time for each project. BDI also stays within the established budget for professional services, without any change orders. This proven ability to meet budget and time for professional services is the direct result of superior project planning.

The BDI design team will be composed of talented, experienced professionals with a proven background in civil engineering and landscape architecture. These team members, working with City staff, will build the City’s goals into the finished product. These personnel have been carefully selected to maximize the project quality while staying within the established budgets.

BDI undertakes prior planning to ensure effective and accurate communications combined with the appropriate staffing to establish the mechanism for complete, quality products delivered on time and within budget.

Permitting

BDI has a long history of working with all local, state, and federal regulatory agencies when it comes to getting the project permitted. BDI will meet with the permitting agencies at the appropriate project milestone (usually at the 30% phase) to determine what may be required to fulfill all permit obligations. At this point BDI will utilize its longstanding relationships with all regulatory agencies to expedite the permitting process and obtain all required permits. Permits may include City of Destin Right of Way permits, environmental permits, and general permits for water and sewer extensions and replacements.

Scope, Schedule and Budget

As stated previously, the project scope, schedule, and budget are established at the onset of the project and become the basis for the Project Management Plan (PMP). One of the primary functions of the BDI Project Manager is to ensure that the BDI design team understands and follows the requirements set forth in the PMP. The PMP serves as the checks and balances system for the project. As such, this living document will serve to keep the Project Team on schedule while delivering the approved scope within the budgetary constraints.

Cost Management

For all assignments under this RFQ, BDI is committed to assisting the City of Destin with the proper utilization of public capital resources. We enjoy working together with our clients to develop creative solutions to major project issues; we are very experienced in helping our clients develop cost-saving alternatives. In every case, BDI will ensure that our designs are well conceived and include cost-saving strategies for maximizing the City's infrastructure.

BDI is accustomed to making cost-saving recommendations to our clients in a wide variety of areas. We review every aspect of the project to look for opportunities to save: materials substitutions, configuration adjustments, multiple functions from improvements, construction staging, fast-track opportunities, phasing options, and bidding strategies. For City of Destin, BDI is committed to bringing the full measure of our experience in the area of cost-effective consulting.

Change Order History

BDI's approach to any construction project is to minimize any changes that may result in delays to the contract time, or an increase in cost to the project. The magnitude and degree of complexity of the City's project warrants a qualified design team to perform the planning, permitting, design, and construction administration. Construction administration is performed by our most experienced professionals with the objective to minimize the potential for claims that can arise due to the lack of coordination, or the lack of professional interpretation of the construction documents. Our experience proves that maintaining personnel with substantial experience on the project can significantly reduce the exposure to claims and minimize the number of change orders.

Public Information Meetings

When it comes to public information, BDI is the best in the state. We view the primary information requirement as paramount to our client's staff and governing body. Building on that foundation is key to the project's success. Our Project Manager, are directly accountable for this paramount information commitment.

Our team understands the value and importance of supporting our public sector colleagues through high-quality public information sessions, mailings, high-end graphics, and website development. Because approximately 80% of our firm's business is with local government clients, BDI has developed a substantial capability in this area of our services.

The BDI Team is well qualified to assist City of Destin professional staff in providing cutting-edge graphic and presentation materials for any required Public Information Meetings or Commission Briefings. The graphic capabilities of our team include the ability to easily communicate planning ideas to the public, City of Destin Staff, regulators, interest groups, and other key (non-technical) stakeholders. Using the unique and rapidly growing application of advanced 3D computer graphics, BDI can provide photo-realistic visuals of critical design concepts or alternatives.

Advanced digital modeling also allows our Engineering Staff to make changes and show revisions quickly. Recent project experience has indicated that this tool is particularly potent in the environmental planning process. With the advantage of 3D visuals, BDI has been able to expedite the planning and approval process, often resulting in quicker stakeholder consensus.

We recognize that with today's economic realities that for many public initiatives, including the community in the early planning stages can mean the difference between success and failure. If required, BDI is experienced and comfortable with routine activities in this important area of public service. We can develop and distribute doorknob brochures, help coordinate with the community leaders, and hold meetings in almost any venue. Because we are based out of two, well-positioned regional offices (Panama City and Pensacola), the out-of-pocket cost of attending and facilitating focused consensus-building meetings is minimal. However, our experience demonstrates that early outreach activities build critical support for projects and can play a key role in developing the most appropriate and cost-effective alternatives for the project.

Quality Assurance

The Quality Assurance (QA) process of BDI is related to the quality improvement concepts applied by many successful firms. Our point of attack is directed at the root cause of most quality breakdowns, which is a failure to train, direct, and reinforce the staff involved with the project. Our QA program begins with education and training. Staff at all levels (field crews, survey technicians, project managers, and principals) receives training on the client's goals and standards. They are instructed on the importance of a well-planned project and become a fully coordinated and knowledgeable team. Their role is inter-dependent with the roles of all other participants on the project.

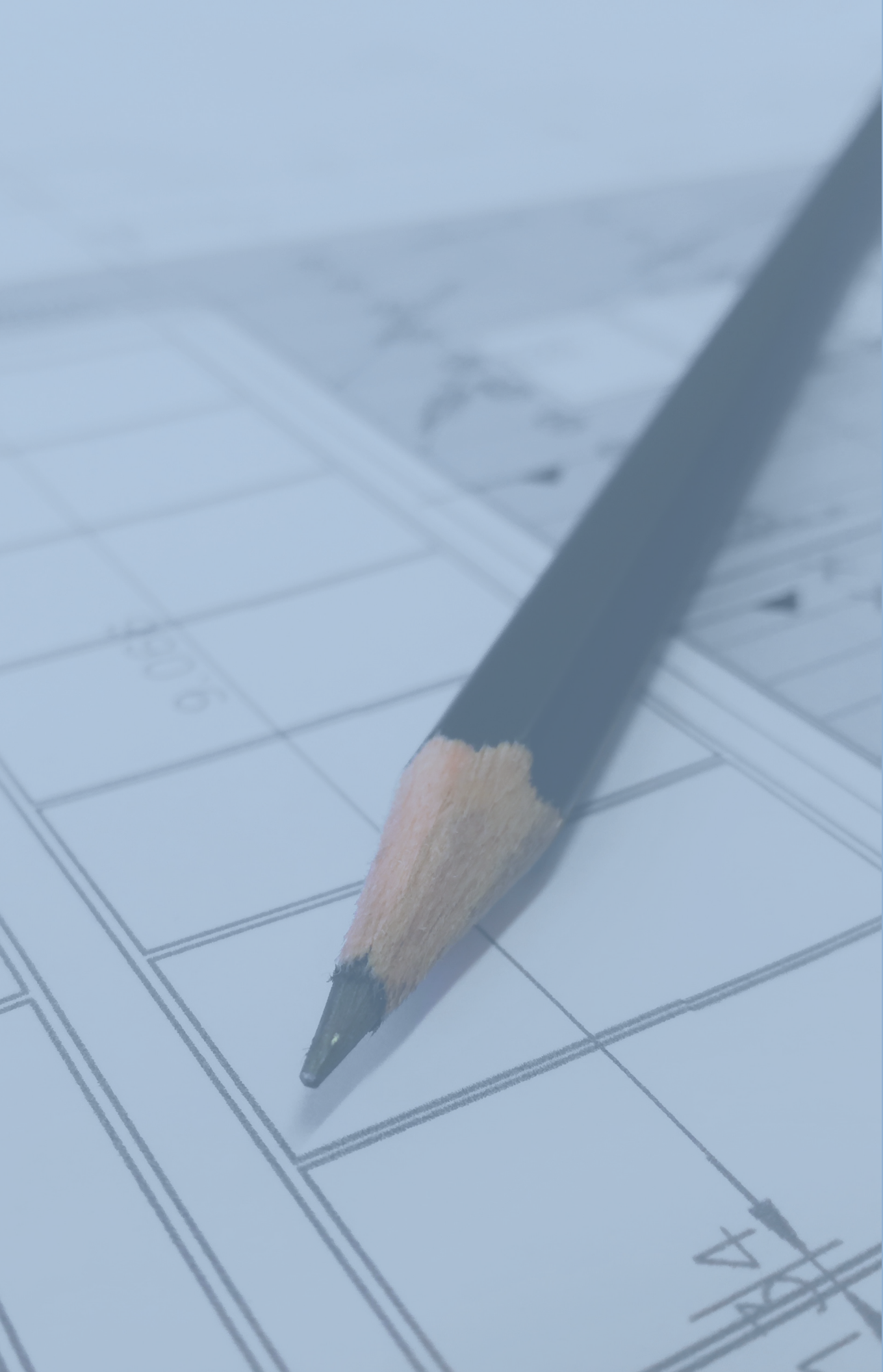
BDI is also committed to strong Quality Control (QC) processes. Our QC process is an ongoing effort throughout the entire design process; at each project stage, our submittals are formally reviewed for quality, completeness, and consistency. At the beginning of each project, the staff is provided with comprehensive QC checklists. These checklists ensure that each member of the team has reviewed their own work in all applicable areas prior to submission to the QA/QC officer for formal review and approval.

BDI's formal QC process conforms to all City of Destin standard practices and procedures. All reports, surveys, and plans are prepared and signed by their originator. Then they are checked by a peer professional, who is not otherwise involved with the project. Their independent review identifies any proposed corrections, which are then back checked by the originator, and rechecked by the peer professional to verify resolution of his original comments. The Project Manager then reviews all checked documents for consistency with the project requirements and technical adequacy.

The whole QC process employs several visual mechanisms. Red pencil denotes corrections to be made; yellow check indicates corrections have been made; a green check indicates corrections have been verified. These mechanisms verify the step-by-step input and resolution by all participants. Copies of all QC documents are kept on file and available to the client upon request.

For BDI, however, this routine of output-based QC alone is not enough to meet our standards. We believe unless the input and the operating process are also properly controlled, then no one can truly assure quality is controlled. Thus, for BDI, quality assurance begins at the front end of the process, not at the output end of production. This "front to back" method also allows a "top to bottom" approach. By implementing QC procedures throughout the duration of a project, everyone gets involved. Starting from the Crew Chief all the way to the Chief Executive, each member of this QC team plays a vital role in reviewing field notes, checking the accuracy of field measurements, MTS requirements, and satisfying scope requirements. Each staff member brings a unique perspective to a project and allows BDI to address all discrepancies.

5. References



REFERENCES



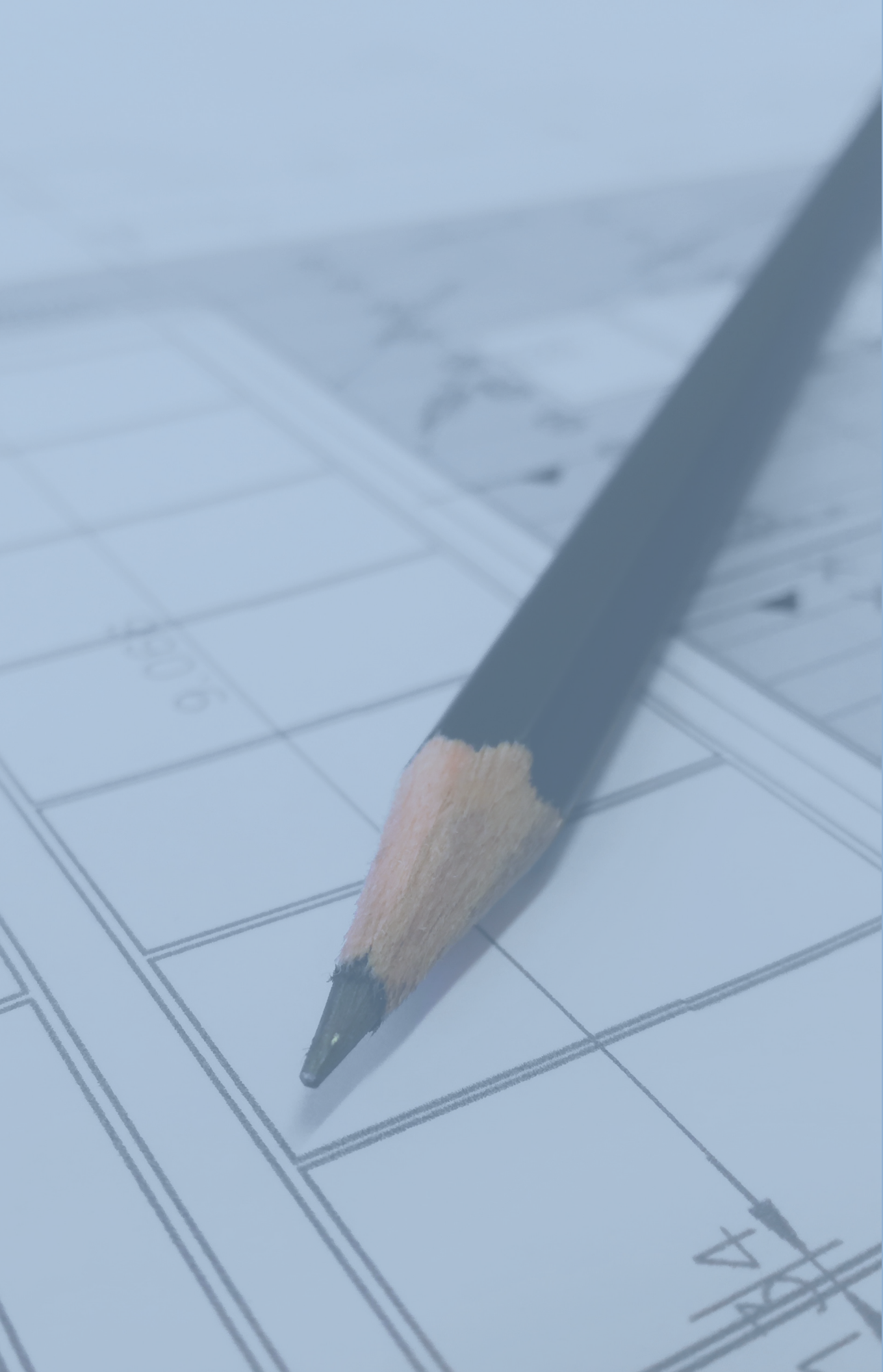
Lockwood Wernet, General Manager
Destin Water Users, Inc.
14 Industrial Park Lane
Destin, FL 32541
Office: 850-837-6146
Email: lwernet@dwuinc.com



Michael Schmidt, Assistant County Engineer
Santa Rosa County
6495 Caroline Street
Milton, FL 32570
Office: 850-981-7100
Email: MichaelS@santarosa.fl.gov



6. Additional Forms



A D D E N D A

**CITY OF DESTIN
FLORIDA**

**RFQ TITLE: ENGINEERING AND PROFESSIONAL
CONSULTING SERVICES**

RESPONDENT: Baskerville-Donovan, Inc.

DATE SUBMITTED: August 15, 2019

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

Having studied the documents prepared by:

CITY OF DESTIN

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

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

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

CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN"**

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract City of Destin

2. This sworn statement is submitted by
Baskerville-Donovan, Inc.

whose business address is 449 West Main Street, Pensacola, FL 32502

and (if applicable) Federal Employer Identification Number (FEIN) is **590857184** (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is **T. Keith Hill** and my relationship to the entity named above is
Executive VP/Chief Operating Officer

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

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

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

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

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

City of Destin, Florida

RFQ No. 19-01-PS, "QUALIFICATIONS FOR PROFESSIONAL Consulting Engineering Services for the City of Destin"

Public Entity Crime Form Page 2 of 2

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.

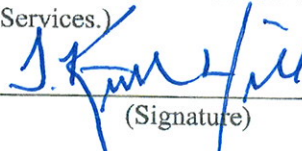
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ 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.)

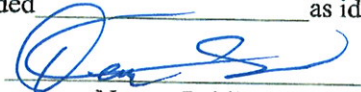

(Signature)

Date: August 15, 2019

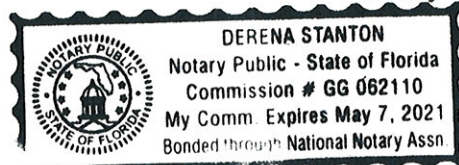
STATE OF FLORIDA

COUNTY OF Escambia

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 15 day of August, 2019, and is personally known to me, or has provided _____ as identification.


Notary Public

My Commission expires:



CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN"**

DRUG-FREE WORKPLACE CERTIFICATION

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

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

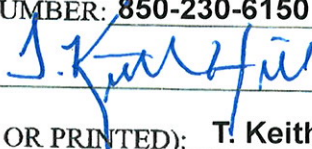
As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: **Baskerville-Donovan, Inc.**

ADDRESS: **14101 Panama City Beach Pkwy Suite 110**

CITY: **Panama City Beach** STATE: **FL** ZIP CODE: **32413**

TELEPHONE NUMBER: **850-230-6150**

SIGNATURE:  DATE: **August 15, 2019**

NAME (TYPED OR PRINTED): **T. Keith Hill, P.E.**

TITLE: **Executive Vice President/Chief Opererating Officer**

**CITY OF DESTIN, FLORIDA
REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN"**

CONFLICT OF INTEREST DISCLOSURE FORM

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

YES _____

NO ✓

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

YES _____

NO ✓

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

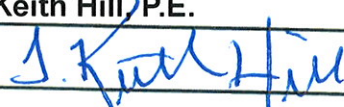
YES _____

NO ✓

If YES, please describe:

FIRM NAME: Baskerville-Donovan, Inc.

BY (PRINTED): T. Keith Hill, P.E.

BY (SIGNATURE): 

TITLE: Executive Vice President/Chief Operating Officer

ADDRESS: 14101 Panama City Beach Pkwy Suite 110
Panama City Beach, FL 32413

PHONE NO. 850-230-6150

E-MAIL khill@baskervilledonovan.com

CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN"**

LIABILITY & INDEMNIFICATION FORM

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

Baskerville-Donovan, Inc.

CONSULTANT's Company Name
**14101 Panama City Beach Pkwy Suite 110
Panama City Beach, FL 32413**

Physical Address
**14101 Panama City Beach Pkwy Suite 110
Panama City Beach, FL 32413**

Mailing Address

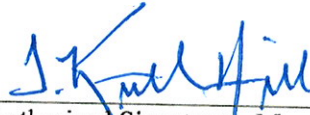
850-230-6150

Phone Number

Cellular Number

khill@baskervilledonovan.com

Email address



Authorized Signature – Manual

T. Keith Hill, P.E.

Authorized Signature – Typed

Executive VP/Chief Operating Officer

Title

850-230-6155

FAX Number

After-Hours Number(s)

August 15, 2019

DATE

CITY OF DESTIN, FLORIDA

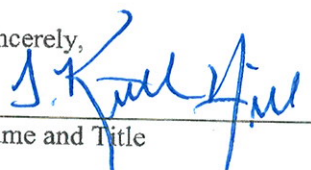
REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN"

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 19-01-PS. - QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR THE CITY OF DESTIN, the undersigned certifies the following:

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

Sincerely,


Name and Title

Exec. VP/COO

ENGINEERING AND PROFESSIONAL CONSULTING SERVICES SCHEDULE OF SUB-CONTRACTORS

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

<u>Name of Sub- Consultant</u>	<u>Address of Sub- Consultant</u>	<u>License No.:</u>	<u>Task</u>	
Sam Marshall Architects	325 S. Palafox St. Pensacola, FL 32502	AAC000293	Architecture	
Geosyntec Consultants	1120 N. 12th Ave Pensacola, FL 32501	CA4321	Environmental, Hydrogeology, Solid/Hazardous Waste	
HG Engineers	142 Eglin Pkwy SE Fort Walton Beach, FL 32548	CA6680	Electrical	
Schmidt Consulting Group, Inc.	901 W. Garden St. Pensacola, FL 32502	CA5371	HVAC, Mechanical	
Olsen Associates, Inc.	2618 Herschel St. Jacksonville, FL 32204	CA4391	Coastal	
Southern Earth Sciences, Inc.	150 Industrial Park Rd. Ste. 6 Destin, FL 32541	CA3737	Geotechnical	

Signature

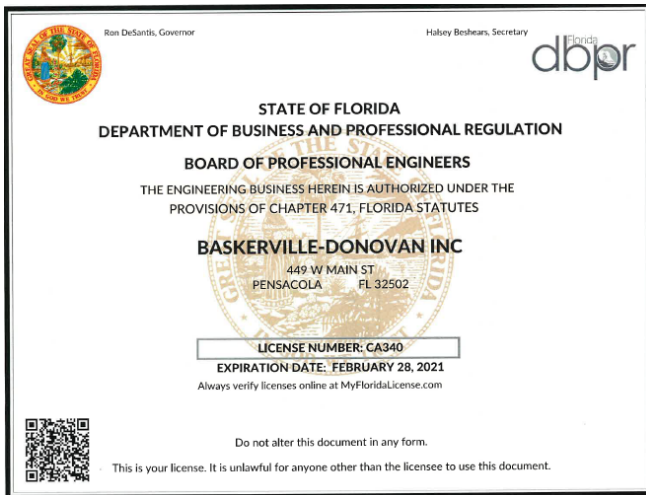
Date: August 15, 2019

Title/Company Executive VP/Chief Operating Officer –Baskerville-Donovan, Inc.

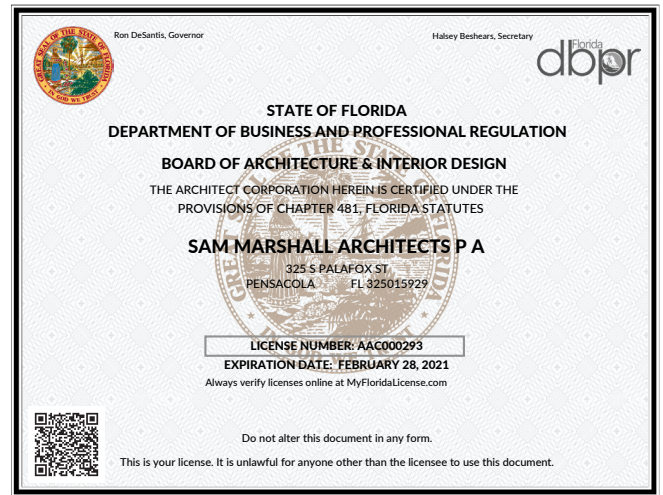
The City reserves the right to reject any sub-contractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. The City reserves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

STATE OF FLORIDA PROFESSIONAL LICENSES CORPORATE

Baskerville-Donovan, Inc.



Sam Marshall Architects



Olsen Associates, Inc.



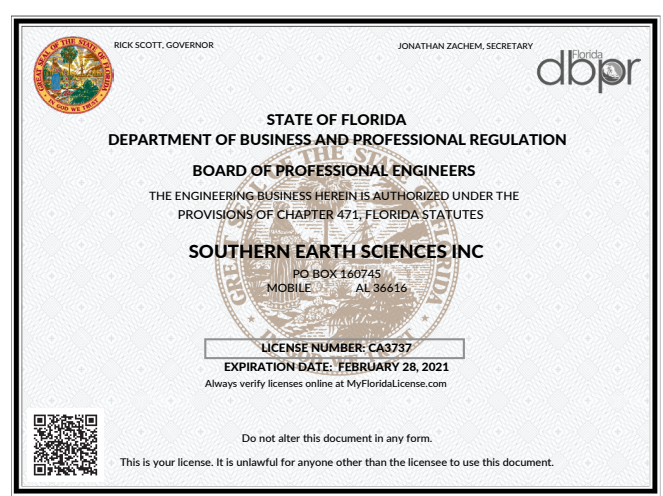
Schmidt Consulting Group, Inc.



Geosyntec Consultants, Inc.



Southern Earth Sciences, Inc.





Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

July 23, 2019

T. Keith Hill, Executive VP/COO
BASKERVILLE-DONOVAN, INC.
449 West Main Street
Pensacola, Florida 32501

Dear Mr. Hill:

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

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design

Group 7 - Traffic Operations Design

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

Group 8 - Survey and Mapping

- 8.1 - Control Surveying
- 8.2 - Design, Right of Way & Construction Surveying
- 8.4 - Right of Way Mapping

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.4 - Minor Bridge & Miscellaneous Structures CEI

Group 13 - Planning

- 13.6 - Land Planning/Engineering

Group 15 - Landscape Architect

www.fdot.gov

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2020 for contracting purposes.

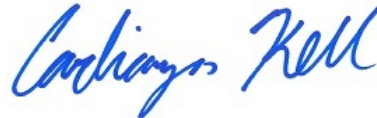
Approved Rates

Home/ Branch Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense
176.41%	0.455%	Reimbursed	No	15.86%

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

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

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator



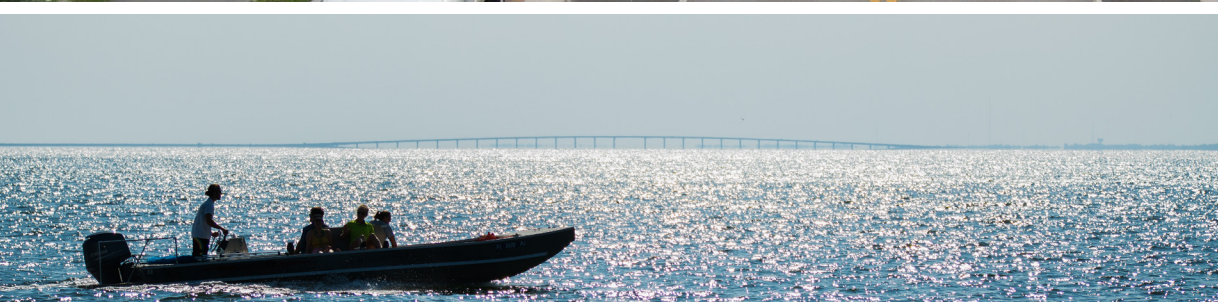
BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

RFQ NO. 19-01-PS

ENGINEERING AND PROFESSIONAL CONSULTING SERVICES

City of Destin

AUGUST 15, 2019



COPY

SUBMITTED BY

Dewberry Engineers Inc.
877 North County Highway 393
Santa Rosa Beach, FL 32439-5370
850.267.0759

SUBMITTED TO

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

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August 15, 2019

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

RE: RFQ 19-01-PS/Engineering and Professional Consulting Services

Dear City Council Members,

Continuing service contracts require a responsive firm with expert institutional knowledge and a dedicated staff that focus on the local level – Dewberry is that firm. Dewberry Engineers Inc. (Dewberry) is pleased to submit our response to the City of Destin for **Engineering and Professional Consulting Services**. Our team has the commitment, organizational structure, experience, and technical expertise necessary to provide excellent service to the City.

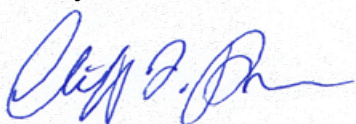
Our northwest Florida offices (formerly Preble-Rish) have been providing services to local municipalities since 1996, when our first office was opened on the Emerald Coast Parkway. We take pride in our ability to provide local municipalities with the personal interaction and timeliness of smaller firms while having the technical resources of a large firm. Many of our staff call Destin home and we use and depend on its unique resources. We understand the City's re-development, beautification, stormwater, and transportation goals that must simultaneously handle the needs of 4.5 million annual visitors and 15,000 residents.

Our familiarity with your professional engineering needs are derived from our long history of working for municipalities, combined with our reputable work ethic across Florida. Dewberry is well-accustomed to maintaining continuing engineering services for many cities and counties in the region. We are excited to continue this dynamic working relationship with the City of Destin and use our local knowledge to get projects done quickly and accurately.

The City of Destin will receive a majority of our services in-house, while offering supporting services from trusted subconsultant firms. In addition to the staff identified on our organization chart, we have the ability to pull technical experts and additional staffing as needed from over 2,000 professionals throughout Dewberry for any specialty services the City may need.

The Dewberry team thanks you for the opportunity to submit our letter of interest and look forward to the opportunity to work long term with the City of Destin.

Sincerely,



Clifford L. Knauer, PE, CFM
Associate Vice President



RESPONDENT'S QUALIFICATION STATEMENT

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

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

Check One

Submitted By:	Corporation	☒
Name: <u>Dewberry Engineers Inc.</u>	Partnership	☐
Address: <u>877 North County Highway 393</u>	Individual	☐
City, State, Zip: <u>Santa Rosa Beach, FL 32459-5370</u>	Other	☐
Telephone No.: <u>850.267.0759</u>		
Fax No.: <u>866.557.0076</u>		

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

The correct name of the Respondent is:

Dewberry Engineers Inc.

The address of the principal place of business is:

8401 Arlington Boulevard, Fairfax, VA 22031-4666 (Headquarters)

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

- a. Date of Incorporation: January 6, 1927
- b. State of Incorporation: New York
- c. President's name: Darren Conner
- d. Vice President's name: David Maxwell
- e. Secretary's name: Craig Thomas
- f. Treasurer's name: Cynthia Chen
- g. Name and address of Resident Agent: Alex Rouchaleau

877 North County Highway 393
Santa Rosa Beach, FL 32459-5370

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

a. Date of organization: _____

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

c. State whether general or limited partnership: _____

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

N/A

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

N/A

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

7 years

Under what other former names has your organization operated?

02/28/02 Dewberry-Goodkind, Inc. ; 03/16/73 Goodkind & O'Dea, Inc. ;

10/15/69 Goodkind & O'Dea of New York, Inc. ;

01/06/27 A.E. Friedgen, Inc. (original incorporation name)

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.

FL Professional Engineering License #8794

FL Professional Surveying & Mapping License #LB8011

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

From time to time, Dewberry Engineers Inc. ("Dewberry") exercises its right to terminate a contract for convenience. However, Dewberry has not been terminated for cause in the last 5 years.

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)
Please see the Proposals of Project Team section of this proposal for more information

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

11. State the name and address of attorney, if any, for the business of the Respondent:
Craig Thomas, General Counsel, Dewberry, 8401 Arlington Blvd, Fairfax, VA 22031

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Respondent's business and indicate the percentage owned of each such business and/or individual:
Dewberry is a privately held company, wholly owned by The Dewberry Companies Inc.

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

N/A

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

		Revenue Index Number
a.	Government Related Work	10
b.	Non-Governmental Related Work	10
	Total Work (a +b):	20

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
PNC Bank - Steve Day - 1750 Tysons Blvd, Ste 300, McLean, VA 22102 - 703.442.2308		

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

Please see the Project Approach section of this proposal for more information

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

Please see the Project Approach section of this proposal for more information

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

As soon as possible - By close of business the following business day at the latest

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

N/A

20. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Respondent or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.
As a large and highly diversified firm, Dewberry Engineers Inc., is periodically named as a party to a lawsuit or participates in dispute resolutions in the normal course of doing business for a company of our size. Dewberry is engaged in a limited number of claims and disputes of the types and in amounts consistent with the size of the company and the services provided in the normal course of business. [Continued to next page]

Dewberry always maintains a comprehensive insurance program which includes professional liability, workers' compensation, comprehensive general liability, automobile and umbrella policies, with limits sufficient to cover the defense and payment of all outstanding claims against Dewberry. There are currently no claims, conflicts, judgments or disputes that would interfere with our ability to perform the services for this project.

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

None

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

No

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

(Signed)

(Title) Executive Vice President

Subscribed and sworn to before me

This 13 day of August, 2019



Notary Public (Signature)

My Commission Expires: 2/5/2022

FIRM'S PROPOSALS

Firm Description

Dewberry is a leading, market-facing firm with a proven history of providing professional services to a wide variety of public- and private-sector clients. Recognized for combining unsurpassed commitment to client service with deep subject matter expertise, Dewberry is dedicated to solving clients' most complex challenges and transforming their communities. Established in 1956, Dewberry is a family-owned corporation headquartered in Fairfax, Virginia, with more than 50 locations and 2,000 professionals nationwide.

Firm Capabilities

Through our long and successful history in site/civil design, we've worked in tandem with land development, surveying, environmental, and geospatial information experts to deliver creative and cost-effective designs that transform communities. Our professionals are passionate about developing innovative processes and new technologies that help our clients and their stakeholders best visualize projects. We deliver information modeling of projects below and above ground, through environmentally sensitive areas, and around centuries-old infrastructure systems.

We support large and small projects in the following primary service areas:

- Alternative delivery
- Architecture
- Building structures
- Climate change
- Emergency management
- Environmental
- Geospatial
- Interior design
- Land planning and development
- Mechanical, electrical, and plumbing
- Resilience
- Security Technology
- Site/civil
- Surveying/mapping
- Sustainability
- Telecommunications
- Transportation
- Water
- Water resources

OUR TEAM IS READY TO SERVE THE CITY OF DESTIN



OUR TEAM of experts is dedicated to our local municipalities - we will closely serve you from start to finish

Services to be Provided

As a full-service engineering consulting firm, Dewberry can provide proficient services in various types of consulting and design. For this contract, we propose to provide the following service categories to the City of Destin as provided by your requested scope of services:

- Architect*
- Landscape Architect*
- Engineering Services
 - Civil
 - Electrical*
 - Environmental*
 - Geotechnical*
 - HVAC*
 - Mechanical*
 - Solid Waste*
 - Structural*
 - Surveying
 - Athletic field/Facilities design
- Transportation/Traffic*
- Mapping/GIS Services
- Planning Services*
- Construction Management Services

*Indicates services with subconsultant support

OUR TEAM HAS A
LONG-STANDING
WORKING HISTORY
WITH ALL OF OUR
PROPOSED SPECIALITY
SUBCONSULTANTS

Subconsultants

To best serve the City of Destin, we have teamed with specialty subconsultants to provide the following services and support. Our team has a long-standing working history with all of our proposed subconsultants.

Stone Architecture

Stone Architecture was founded in 1995 with an emphasis on serving government agencies. Their individual projects have ranged from modest roof replacements to the \$26 million South Endzone Addition to Vaught Hemmingway Stadium at the University of Mississippi. In its history, Stone Architecture has never re-bid a public project due to exceeding a client's budget. Stone Architecture achieved an impressive reputation with its municipal and private clients, and has been chosen repeatedly for additional work. [Shelton Stone will provide architectural services for our team under this contract.](#)

Bradford Davis, RLA

Bradford Davis is a registered Landscape Architect with 22 years of diverse job experience in landscape architecture, project management, and community development in city, county and state government environments. He possesses expert knowledge in landscape and irrigation plan preparation, commercial and residential project planning and implementation, securing entitlements and due diligence work. [Bradford Davis will provide landscape architecture and planning support services throughout the duration of this contract.](#)

Applied Research & Design

Applied Research & Design, Inc. specializes in commercial construction electrical systems engineering, including: power (interior and site distribution of low and medium voltage); lighting (interior area lighting, task lighting, and performance lighting; exterior site lighting, roadway lighting, and security lighting); communications (voice, data, CATV distribution, outside plant cabling), and fire alarm (conventional zoned and addressable systems). [James Lamb will provide electrical engineering services needed by our team.](#)

Biome Consulting Group

Biome Consulting Group (Biome) has experience with a wide variety of ecological and environmental regulatory and compliance-related consulting services. They hold specific knowledge and experience in wetland delineation, environmental and wetland site assessments, land use planning consultation and design, Phase I Environmental Site Assessments, endangered species consultation, Environmental Impact Assessments, wetland functional assessment evaluation, mitigation banking, endangered species permitting, stream and wetland restoration, stormwater, and environmental permitting, expert witness testimony, eminent-domain, fire ecology/prescribed burning, and invasive species eradication. [Biome's staff will support our team in various environmental services.](#)

Southern Earth Sciences

Southern Earth Sciences, Inc. (SESI) was founded in 1976 in Mobile, Alabama. SESI provides geotechnical engineering, construction materials testing and environmental services throughout the southeast on industrial, commercial, government and private projects. Their office laboratories are completely outfitted to perform ASTM and AASHTO testing of soils, concrete, asphalt and metals. In addition to our laboratory testing facilities, SESI maintains a fully outfitted mobile field laboratory available for on-site testing. [Logan Fowler will provide geotechnical engineering services for this contract.](#)

Winton Engineering

Winton Engineering was founded in 2000 by Mr. Robin Winton. They provide design services for the following systems: fire and life safety, security, mechanical, and plumbing, Energy Star ratings, energy audits, commissioning and energy modeling of buildings. [Mr. Winton will provide mechanical, plumbing, and HVAC services under our contracted team.](#)

Brown Group II

Jeff Brown founded Brown Group II as an outgrowth of his previous companies to provide environmental and geological consulting services with emphasis on projects or issues having a ground water component. Their specialty areas include contaminant hydrogeology (assessment and remediation) and water resource supply & management. [Jeff Brown will provide solid waste services throughout this contract.](#)

O'Connell & Associates

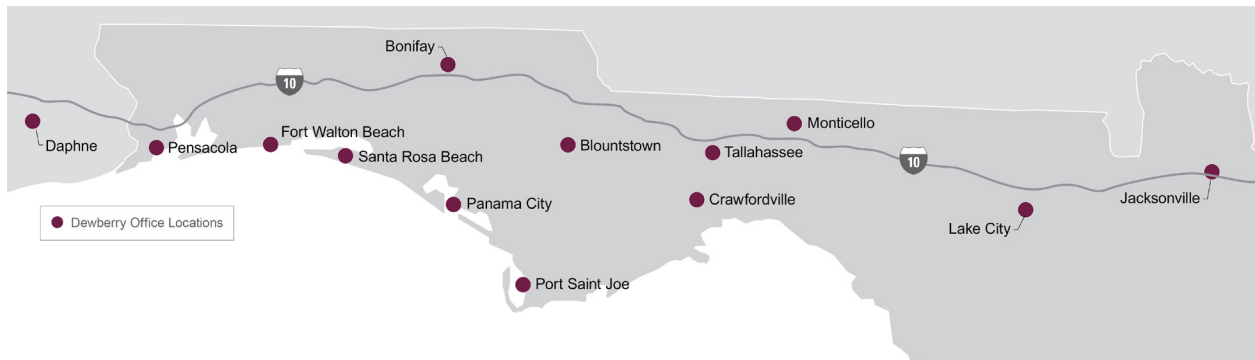
O'Connell & Associates is a multi-disciplined firm specializing in residential, commercial and municipal work with civil, structural and mechanical engineers on staff. Their experience in a wide variety of processes, techniques and materials combined with our understanding of local, state, and federal regulatory requirements enables us to develop cost-efficient designs tailored to meet project goals in a timely manner. [Neill O'Connell will provide structural engineering for our contract team.](#)

Southern Traffic Services

Southern Traffic Services, Inc. (STS) is a traffic engineering firm established in 1988. STS has been providing professional services to FDOT Districts 1, 3, 4, and 7 for many years. "Traffic" is their only business; specializing in traffic data collection, traffic engineering and operations studies, traffic safety studies, conceptual design studies, traffic signal design, and traffic signal/signal system timing design and implementations. STS is extremely familiar and experienced with task work order type contracts and understands the necessity for quality and responsiveness. They have a large inventory of innovative equipment as well as a knowledgeable and dedicated staff ready to serve. [Joe Poole will provide traffic and transportation engineering support services.](#)

OUR TEAM SHARES THE SAME DEDICATION TO THE
CITY'S IMPORTANT PROJECTS - WE WANT TO BE
YOUR TRUSTED CONSULTANTS

Our office is only **15 miles** away



DEWBERRY HAS THE AVAILABILITY and resources needed for this continuing services contract.

Location

Dewberry's responsible office located at 877 North County Highway 393, Santa Rosa Beach is only 15 miles away from the City of Destin's offices. Our location makes us readily available to your staff and allows quick access to any project. Our staff is available for special project needs and can respond promptly to the City's requests. The locations of our supporting offices will also allow the City to benefit from a local team able to easily communicate and manage every aspect of the project as attentively as possible. Our team offers several factors that will allow our staff to be responsive and provides us with a strong background of local conditions. The proximity of our team, coupled with our depth of staff and available capacity, and the level of in-house services that our team provides, allows us to be on-site to consult with you quickly. [Although workshare occurs frequently across our North Florida offices, each project initiated by the City of Destin will be managed from our local, responsible Santa Rosa Beach office.](#)

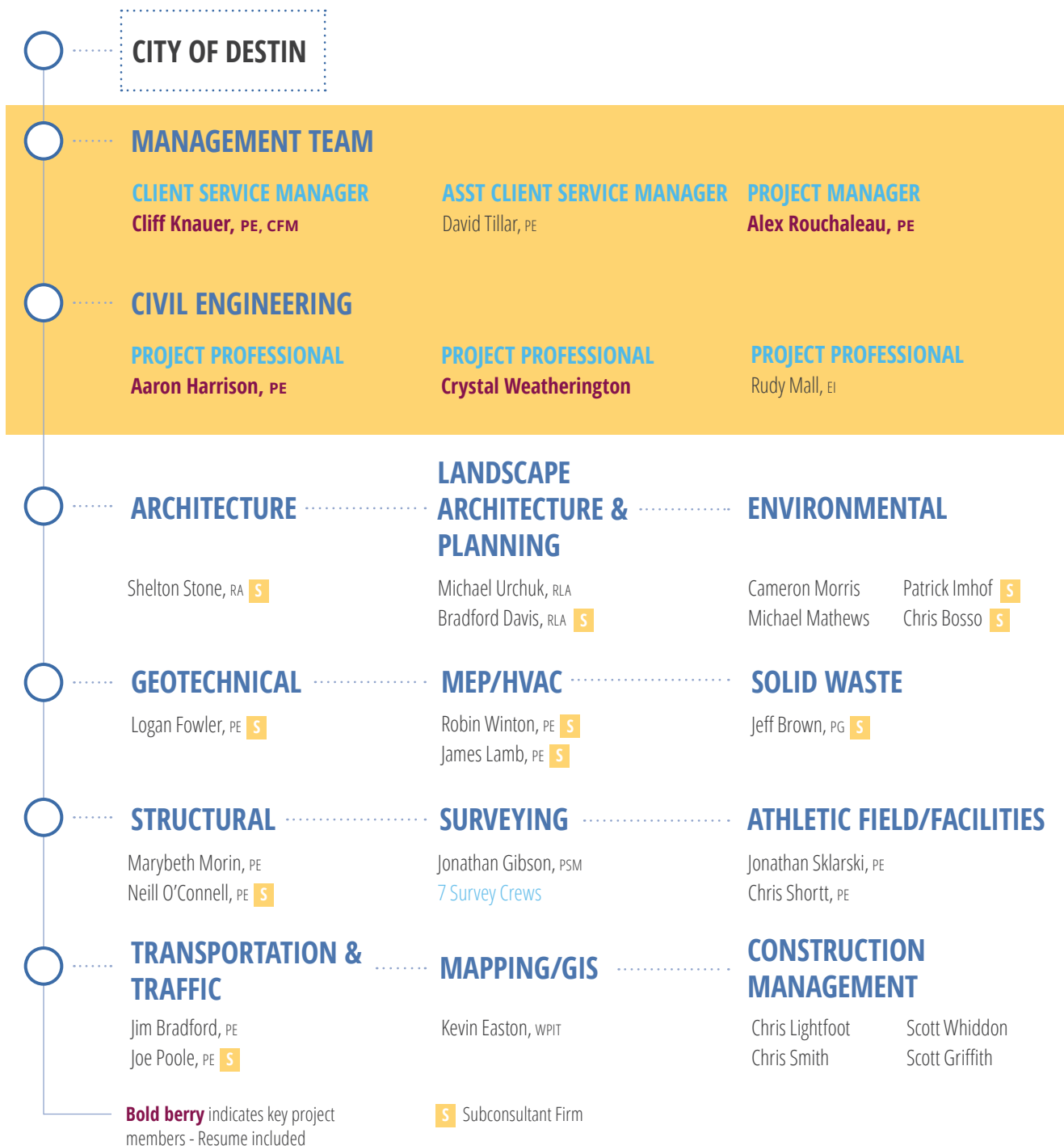


PROPOSALS OF PROJECT TEAM

Organizational Chart

Our staffing plan includes professionals with the experience to provide anticipated services required under this contract. Supported by a superior in-house team of experts across all proposed categories, our team also has the capacity to fulfill these service needs throughout the term of this contract.

Dewberry commits to using local staff to the fullest extent possible, however we have the willingness and ability to use staff throughout Florida to meet critical deadlines or multiple assignments. Our organizational chart below shows our intended core project team and their respective service category.





Cliff Knauer, PE, CFM

CLIENT SERVICE MANAGER

Cliff Knauer has extensive experience with design and inspection of state and local roadway, bridge, and stormwater projects throughout the panhandle of Florida. He has provided quality assurance and inspection services for projects of varying complexities. Cliff has served in Client Manager and Contract Manager positions under continuing services contracts for local municipalities for nearly 20 years.

Big Redfish Lake Bridge Improvements, Walton County, FL, Project Manager

The project consisted of constructing a new 68 foot concrete two-span vehicular bridge on concrete pilings on County Road 30A. The project included the demolition of the existing double 54" concrete culvert on County Road 30A along with earthwork activities and rip-rap to stabilize the slopes under the proposed bridge. Construction included Conecuh Precast Bridges and utility relocations included watermains, forcemains, and Fiber Optic Cables.

Thomas Pilcher Park, Walton County, FL, Project Manager

This project consisted of new construction of numerous parking areas beneath the north bound lanes of HWY 331 for truck and boat. Along with the construction of the parking areas, 4 deep water boat ramps and docks were included in the design. Additional construction of a fishing pier and restroom facilities were completed. Other work included general beautification of the area.

CR 280A Connector Road (CR 280B), Walton County, FL, Project Manager

Performed design for Walton County for a new road to serve as a connector between U.S. Highway 331 and CR 280A. The project includes 11,450 linear feet (2.17 miles) of roadway, a 720' bridge over Bruce Creek and wetland impacts. The project also includes the widening adding of a left turn lane along CR 280A as well as pavement striping, signage, retaining walls, roadside swales, inlets, and culverts for stormwater conveyance.

Helen McCall Park, Walton County, FL, Project Manager

This project consisted of the construction of a T-Ball field, a football field, a grand pavilion with restrooms, a nature trail, and site preparation for Mission Play Park playground across 29.2 acres. Phase I also included the construction of the entrance drive, a portion of the master stormwater management facility, roadside parking, and a 5' concrete sidewalk which will provide access to the amenities proposed. Minor utility work was also required to provide water and sewer service to the proposed pavilion and power to various areas within Phase I. The most recent additions to the park have been batting cages, a splash pad next to the playground, and soccer fields. Additional park needs are being assessed due to increased participation in youth sports. Dewberry is currently working with the County and federal agencies to allow additional site expansion to include two sports fields and parking area.

Scenic Gulf Drive Improvements, Walton County, FL, Project Manager

Lead design of the resurfacing of nearly 3 miles of roadway beginning at the Walton County/Okaloosa County line. Also included were numerous crosswalks that required striping, signage, drainage pipes and inlets and a new turn lane. Additional phases allowed the reconstruction of a new 8' wide asphalt bike path approximately 2.74 miles long, sodding, crosswalk and driveway tie-ins, utility modifications, and drainage control. The final phase included 100 parallel parking spaces, concrete curbing, landscaping and irrigation, an 8' wide timber boardwalk along the beachside which includes four timber beach walkovers, and new beach compatible sand with sea oat planting.

● **EXPERIENCE HIGHLIGHTS**

Managed 8 continuing services contracts, including for Walton, Washington, and Holmes Counties throughout his career

● **EDUCATION**

BS • Civil Engineering •
Florida State University

● **REGISTRATIONS**

PE • FL (53930), GA, AL
CFM • US (US-15-08701)

● **YEARS OF EXPERIENCE**

Dewberry • 21
Prior • 5



Alex Rouchaleau, PE

PROJECT MANAGER

Alex has worked as an engineer in the states of Florida, North Carolina, and Massachusetts and has extensive experience working with local municipalities. His time in Massachusetts was spent managing localities on Cape Cod faced with high tourist demands and small resident populations. He has been a part of project teams for numerous masterplans that addressed topics including: stormwater nutrient removal, pavement management, locality asset management, and water and wastewater facilities. He has been a resident of Florida for the past two years, working with local clients on utility improvement, recreation, stormwater and transportation projects that receive funding through state agencies.

● EXPERIENCE HIGHLIGHTS

Providing support for City of Freeport, City of Panama City Beach, City of DeFuniak Springs, and Washington County

Extensive experience with developing preliminary engineering reports, master plans and asset management plans

● EDUCATION

MS • Civil Engineering
• Florida Institute of Technology

BS • Civil Engineering
• Florida Institute of Technology

● REGISTRATIONS

PE • FL (83078), MA

● YEARS OF EXPERIENCE

Dewberry • 2

Prior • 6

NFWF Stormwater Water Quality and Drainage Improvements, Destin, FL, Project Manager

Performing design and construction services for the City of Destin who received a \$3.2 million dollar grant to improve water quality through the design and implementation of stormwater BMPs. The projects included: single and double row 24-inch exfiltration systems, swales, and hydrodynamic separators for stormwater treatment and roadside swales, inlets, curbing and drainage piping for stormwater conveyance. Sidewalk replacement, pavement and subgrade replacement, striping, ADA compliance, and plantings were also included.

Recreation Trails, Barrier Free Park Expansion Freeport, FL, Project Manager

This project consists of two handicap and special needs accessible parks that include land acquisition, workout equipment, boardwalks, paved multi-use paths, pavilions, sensory stations, and preservation areas. Funding is through the Florida Communities Trust and the Recreation Trails Programs. Deliverables included grant applications, permitting, phased master plans, cost estimates, environmental assessment, and construction phase services.

County Fire Station, Wausau FL, Project Manager

This project included the funding application, design, and construction phase services for a 6,200-sf block and wood construction fire station. Design included mechanical, electrical, building services, site grading and stormwater system design. Permitting was through NFWFMD and FDEP. Funding was received through legislative appropriations at a 100% grant.

Stormwater Collection Assessment and Nutrient Management, Orleans, MA, Project Engineer

Performed a town-wide stormwater assessment to evaluate surface discharges, estimate pollutants and to develop a method to prioritize the remediation of discharge locations, perform a capital cost to mitigate each location, and perform a preliminary design for the selected priority locations.

Pavement Management Plan Town of Provincetown, MA, Project Engineer

Responsibilities included performing a comprehensive survey and analysis of the condition for 23 miles of roadways, developing a strategic roadway improvement and prioritization plan using Pavement Management software, development of location specific cost estimates for the implementation of the Pavement Management Plan over numerous timelines, and development of a technical report summarizing the results.



Aaron Harrison, PE

PROJECT PROFESSIONAL

Aaron is highly experienced in civil design related to site development for commercial, industrial and residential developments and transportation in Missouri, Illinois, and Florida. He has extensive design knowledge and understanding of pedestrian access facilities and ADA compliance and is Local Public Agency certified giving him a thorough understanding of federally funded project requirements. Aaron is well versed in the use of AutoCAD, Microstation, GIS, Civil3d, Primavera Construction and other computer programs for engineering design, analysis and project management.

● **EXPERIENCE HIGHLIGHTS**

Worked with state, county, and municipal clients on roadway, pedestrian access, and site development projects.

Extensive experience working with wastewater treatment plants, stormwater, transportation, commercial and municipality projects

● **EDUCATION**

BS • Civil Engineering •
Missouri University of
Science and Technology

● **REGISTRATIONS**

PE • FL (87629), MO, IL

● **YEARS OF EXPERIENCE**

Dewberry • 1

Prior • 20

Seacroft Road, Walton County, FL, Project Engineer

Performed design for Walton County to pave and improve drainage along Seacroft Road. The project includes horizontal and vertical design, utility relocation, roadside swales, inlets, curbing, and drainage piping for stormwater conveyance. The project also includes sidewalk replacement, driveway reconstruction, striping, signage, and ADA compliance.

Thomas Pilcher Park, Walton County, FL, Project Engineer

This project consisted of new construction of numerous parking areas beneath the north bound lanes of HWY 331 for truck and boat. Along with the construction of the parking areas, 4 deep water boat ramps and docks were included in the design. Additional construction of a fishing pier and restroom facilities were completed. Other work included general beautification of the area.

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Access Road from CR 393 to Helen McCall Park, Walton County, FL, Project Engineer

This project included the design of an additional ingress/egress from the existing Helen McCall Park to CR 393, along with stormwater analysis and design. The extension consisted of the design of 0.5 mile of new roadway construction, which required extensive environmental resource permitting with the Northwest Florida Water Management District (NFWFMD) and the United States Army Corps of Engineers (USACE).

Seagrove Stormwater Drainage Improvements, Walton County, FL, Project Engineer

Designed the complete reconstruction and shifting of 3,900 feet of CR 30A, pavement overlay of 4,940 feet CR 30A, implementation of a 10 ft. wide multi-use path along the south side of CR 30A and a 6 ft. wide sidewalk along the north side of CR 30A, as well as drainage improvements for stormwater conveyance and treatment. The project also includes seven (7) crosswalks, driveway reconstruction, utility coordination, roadside swales, inlets, curbing drainage piping, striping, and ADA compliance.



Crystal Weatherington

PROJECT PROFESSIONAL

Mrs. Weatherington is a graduate from Florida State University, Panama City. She is responsible for the design and permitting of various engineering projects for both public and private entities through local, state, and federal regulatory agencies. Her primary responsibilities involve commercial site development, residential subdivision development, stormwater management design, permitting, drainage basin and hydraulic analysis, and utility design.

- **EXPERIENCE HIGHLIGHTS**

Manages Dewberry's held continuing services contracts with the Town of Jay and Town of Cinco Bayou

Extensive expertise in grant writing and knowledge of various funding sources and their requirements

- **EDUCATION**

BS • Civil Engineering • Florida State University

- **YEARS OF EXPERIENCE**

Dewberry • 4

Livestock Market Restoration, Jay, FL, Project Manager

This project consisted of the restoration of the former Jay Livestock Market. Services provided included surveying and engineering as well as bidding and construction services. Mrs. Weatherington was responsible for cost estimates, quantity take-offs, field review, plan reviews, and grant writing.

Winn Davis Park, Cinco Bayou, FL, Project Manager

This project consisted of the design and permitting of the resurfacing of the Town Hall parking lot. Tasks performed for this project included site planning assistance, stormwater and drainage designs, and permit acquisition. Project Management tasks include owner coordination, consulting with urban designers, hosting and attending design team meetings, and coordination with the local governing agencies.

Bray-Hendricks Park Revitalization, Jay, FL, Project Manager

This project consisted of the grant administration and coordination, data collection, and design services of the park. Mrs. Weatherington was responsible for cost estimates, quantity take-offs, field review, and plan reviews.

Eglin Parkway Hardscape and Utility Relocation (CDBG), Town of Cinco Bayou, Okaloosa County, FL, Project Manager

This project involved public meetings, design, construction administration and permitting of sidewalk hardscape and driveway connections along Eglin Parkway through the Town of Cinco Bayou. Our staff coordinated design with the FDOT and numerous utility providers in areas where utilities were relocated from overhead to underground.

Stormwater Master Plan, Cinco Bayou, FL, Project Manager

This project consisted of a model created for a stormwater master plan which included individual drainage structures and their sub basins. Tasks performed for this project included site stormwater modeling, stormwater and drainage designs, and cost estimates for future improvements. Project Management tasks include owner coordination, hosting and attending design team meetings, and coordination with the local governing agencies.

Landscape Gateway Improvements, Jay, FL, Project Manager

This project consisted of the reconfiguration/reconstruction of the highway landscape buffers. Tasks included planning and coordination, engineering, meetings, permitting, as well as construction phase services. Mrs. Weatherington was responsible for cost estimates, quantity take-offs, field review, plan reviews, and specification package.

Subconsultant Firms

Successful Working Relationships

Dewberry has a successful working history with our chosen subconsultant firms. Their expertise in their relevant specialty services will provide our team with expert support and local knowledge.

Key Personnel

The following personnel highlights show the key project members from our proposed subconsultants. Their qualifications and roles under this contract are included.

WITH THE ADDITION
OF OUR SPECIALITY
SUBCONSULTANTS, OUR
TEAM CAN PROVIDE
NEARLY ALL IDENTIFIED
SCOPE OF SERVICES



Shelton Stone, RA
ARCHITECT

Shelton Stone received a Bachelor's of Architecture (BARCH) degree from Mississippi State University in 1988. After working four years in Atlanta, GA he returned to Mississippi in 1992 and founded Stone Architecture, PA. Stone Architecture's projects included K-12 public schools, biomedical research laboratories, tier one data centers, retail, commercial, and collegiate sports facilities. In 2003 Mr. Stone moved to Walton County, Florida to serve as Project Manager for the development of Alys Beach.



Bradford Davis, RLA
LANDSCAPE ARCHITECT & PLANNER

Bradford Davis' typical project tasks include the design of landscapes, hardscapes, pools, signage, outdoor lighting, and irrigation plans for private homeowners, commercial developers, home owners associations and local government clients. His developed plans generally include design layout, grading plans, plant specification, hardscape selection, building and amenity location, utility location and general landscape details. He has previously served as a member of the Walton County Scenic Corridor Committee served as Landscape Architect for five local developments.



Patrick Imhof
ECOLOGICAL CONSULTANT

With over 30 years of professional environmental resource management experience, Patrick Imhof is one of the most highly respected environmental consultants among the engineering and regulatory communities. He has extensive knowledge of the native flora and fauna within the Gulf Coastal Plain and is an expert in evaluating altered sites that contain drained soils and hydrologic disturbances. Over the years, he has supervised the creation, restoration and management of diverse wetland ecosystems, including stormwater management systems, mitigation projects, and threatened and endangered species habitats.



Chris Bosso

BIOLOGIST

Chris Bosso has professional environmental resource management and regulation experience dating back to 1987, including over eight years with the FDEP. While employed with FDEP, Chris was an Environmental Specialist in the dredge and fill/wetland regulation compliance and enforcement section, responsible for reviewing and processing permits, assessing impacts to wetland ecosystems, providing recommendations for project modifications to meet State permitting criteria, completing compliance site inspections, and preparing corrective actions.



Logan Fowler, PE

GEOTECHNICAL ENGINEER

Logan Fowler has performed numerous geotechnical investigations, providing support to the geotechnical engineers of record in classification of soils, coordination of laboratory testing, engineering calculations, and coordinating field exploration. His daily activities include geotechnical evaluation and calculations, preparing project scope and cost proposals, site visits, oversight of drill crews, and project management. Logan holds multiple certifications recognized by FDOT and other agencies.



Robin Winton, PE

MECHANICAL/PLUMBING/HVAC ENGINEER

Robin Winton is a professional engineer with over 28 years of diverse experience. He holds strong engineering skills in all aspects of building systems including: fire and life safety, security systems, plumbing, mechanical, and design. He has over 28 years in the air conditioning business from maintenance of AC systems on aircraft, equipment design/sales, and construction management. Robin also holds many patents and is engaged in new processes and product developments.

UNDERSTANDING YOUR NEEDS AND PROVIDING
LONG-LASTING DESIGN SOLUTIONS IS WHAT OUR
TEAM DOES. WE WANT TO WORK FOR YOU!



James Lamb, PE
ELECTRICAL ENGINEER

James Lamb has 20 years of experience as a licensed professional engineer, with 17 years as principal electrical engineer of Applied Research and Design, Inc. James holds a masters in electrical engineering and is a part of professional association groups and community advisory boards. He is an expert in commercial construction electrical systems engineering, including power, lighting, communications, and fire alarm systems.



Jeff Brown, PG
GEOLOGIST

Jeff Brown's work experiences include commercial oil & gas exploration (borehole geophysical surveys) in the Southeastern U.S., oil & gas regulation and research environmental regulation, environmental management at the local government level (Okaloosa County geologist), and private sector environmental consulting. His specialty is in the ground water resource arena, dealing with matters ranging from supply (exploration, development, & sustainability) to protection and restoration (contaminant assessment & remediation).



Neill O'Connell, PE
STRUCTURAL ENGINEER

Neill O'Connell has been practicing civil and structural engineering design and construction since his graduation from college in 1999. His civil design experience includes the design of residential and commercial stormwater management systems, roadways, municipal water and sewer utilities, planning, permitting and construction. His structural experience includes the design of low, mid and high rise structures utilizing a wide variety of construction materials and the forensic analysis of critical building components associated with existing buildings.



Joe Poole, PE
TRANSPORTATION/TRAFFIC ENGINEER

Joe Poole has over 35 years of experience and worked in FDOT D3 for over 18 years, and served as the District Traffic Operations Engineer for 8 years. Project Manager on FDOT D1 Transportation Statistics and FDOT Central Office Statewide Telemetry System Maintenance and Repair contracts.

WORKLOAD BY SERVICE ROLE		10%	20%	30%	40%	50%	60%	70%	80%	90%	100%
	Client Service Manager										
	Project Manager										
	Project Professional										
	Design/CADD										
	Survey										
	Environmental										
	Construction Management/Inspection										

OUR CURRENT AND PROJECTED WORKLOAD shows adequate capacity for the City of Destin's important projects under this contract

OUR PROJECT MANAGERS KNOW HOW TO MANAGE MULTIPLE PROJECTS AT ONCE

Availability, Location, and Workload
Current and Projected Workload

Based on our current and projected workload of our responsible office and proposed key project members, we have adequate capacity to perform the tasks anticipated to be assigned under this contract. The Dewberry team stands by our commitment to fully staff and meet the needs of this continuing service contract. Furthermore, we will assign the right mix of professionals to each and every task order from the start. This capacity enables our team to perform multiple tasks simultaneously with the resources needed to meet your demands.

Furthermore, with our Dewberry and subconsultants' offices located in the areas closely surrounding the City of Destin, our personnel are easily available to you. Our management team understands that our staff must be accessible to the City in order to carry out successful tasks that meet your goals and objectives.

Our Project Managers typically lead anywhere from five to ten projects at a time. This does not mean that all currently managed projects are of the same complexity and require the same amount of effort, however. As a firm with a presence across Florida and nationally, our offices routinely provide supporting services to other office's projects. This process is carried out seamlessly through having efficient and reliable document sharing and editing programs. These systems allow our experts to come to you remotely, saving on costs while pulling from our Dewberry resources to provide subject matter knowledge quickly.

Subconsultants

Our team does not anticipate any of our proposed subconsultants to provide more than five percent (5%) of the work.

PROJECT APPROACH

Understanding the Scope of Work

From our long history of service throughout the Florida Panhandle, we understand the work required for your future projects, as well as your short- and long-term goals to handle the needs of your residents and tourist population. Our team is fully available to you and your project needs. Dewberry has full understanding of the scope of work and we have staffed our team to allow a quick response, as well as local knowledge and technical expertise. If a project should require additional work not anticipated by our provided organization, we will fill those services with proficient personnel in-house or by subconsulting, however will benefit the City the most to meet your project goals.

Meeting Your Goals and Objectives

The Dewberry team has built a relationship with City staff. From our service, we understand your needs and expectations. We design with the City's interests in mind, minimizing impacts to residents and businesses while promoting tourism. Our staff bring vast experience and we feel that we can provide the greatest value to the City of Destin. Dewberry is more than a consultant to City of Destin - we are a part of this community and will serve as a true extension to your staff.

The key to Dewberry's management program is our ability to clearly define, at the outset of the project, the client's goals and objectives, cost and schedule requirements, and individual and team responsibilities. We use several techniques for manpower loading, task planning, and milestone determination, typically generating a detailed project work schedule which efficiently allocates project resources, tracks costs, and manages the critical path schedule.

.....
CONSCIOUS DESIGN means
we preserve the natural
beauty of our local
communities



WE TAKE PRIDE in providing expert design and consulting services for projects within the communities we serve that residents know, use, and love

.....

Project Approach

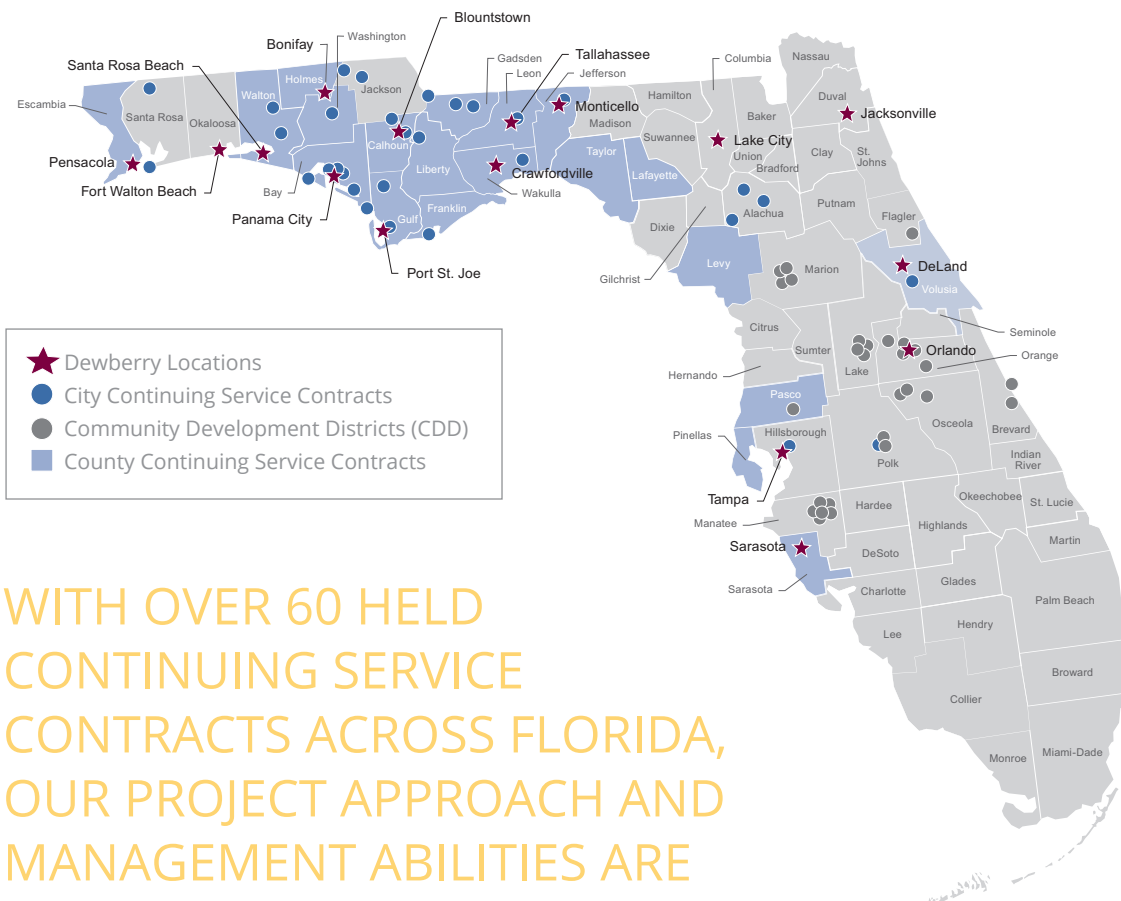
Dewberry recognizes that the City of Destin does not have unlimited resources to execute each task order. We understand the constraints of capital budgets and operating costs, and we practice design-to-budget on every job. Our overall project management approach is participatory but directed toward consensus and action. To ensure adherence to your objectives, all phases of the project are executed through a highly interactive process of team meetings to discuss evaluation, design, schedule, and budget issues, detailed task plans, and coordination among disciplines-with very detailed documentation of decisions made.

For each task with the City, our team will apply diligent cost control strategies and procedures within our management plan. The management plan will establish budget and cost constraints for each individual project task. A project schedule will be prepared, and will include resource requirements for each task, including labor hours by staff category, labor costs, and other direct costs.

We will consistently update you on the progress of our task order in terms of cost control and schedule compliance, and will work diligently to meet your budget expectations and critical schedule submittal dates.

Annual contracts are intended to provide the City with expedient, cost-effective design services. To capture every dollar spent, we will utilize our full service in-house staff to efficiently execute any task order under this contract. Like you, we want to maximize every dollar spent towards project designs.

Equally important as cost control of the design effort is furnishing accurate construction cost estimates so capital budgets are met. Dewberry prepares construction cost estimates by soliciting current pricing information from material vendors and monitoring the local contracting climate. This enables us to furnish clients with accurate estimates so there are no surprises on bid day.



WITH OVER 60 HELD
CONTINUING SERVICE
CONTRACTS ACROSS FLORIDA,
OUR PROJECT APPROACH AND
MANAGEMENT ABILITIES ARE
UNMATCHED



Task Order Management

Dewberry has a proven process for performing task orders under on-call contracts. This process is initiated by the assignment of a task order by the City. Following communication with the City of Destin, our Client Service Manager, Cliff Knauer, PE, CFM will assign a Task Manager (which may be Cliff himself) based on the requirements of the task. The Task Manager will initiate a preliminary design meeting that will lead to the creation of a cost proposal based on the information gathered from the meeting. We will work with the City to develop the appropriate scope so that the City can approve the proposal and authorize the continuation of the task prior to beginning with Preliminary Design.

To successfully manage each task, and to maintain our high rate of repeat clients, we develop a "Project Execution Plan" (PEP) to ensure quality, schedule, and cost metrics are met. Our goal is to achieve a quality project on schedule and within budget.

A graphical summary of our proposed overall approach to task order management, which will be modified as necessary to specifically meet the needs of both the City and the project at hand, is provided above.

PROJECT EXECUTION PLAN (PEP)

The PEP serves two primary purposes:

- it facilitates and records the critical early decisions a task manager should make to effectively initiate and manage the project
- it communicates the requirements of the project to the project team

Critical to the PEP are constant lines of consistent communication with the client, project team members, and subcontractors. We know that quality, schedules, and cost controls are top priorities for every project. To assist with that communication, we will prepare a Monthly Status report to discuss with you every month to ensure that we are providing timely, quality service on all project tasks.

Schedule and Budget Management

Dewberry understands, from our prior contracts that a schedule is often the most important aspect of the project because, if not delivered on time, the project may lose funding and will be lost to the client. Our Management Team will coordinate with our Project Professionals and other supporting members to ensure successful delivery of on-time products and services. Dewberry also understands that schedule changes may occur due to the City's needs, if any emergency were to happen, the team will promptly begin assessing the fastest method of solving the issue while remaining within a practical budget.

SCHEDULE MANAGEMENT PROCESS

Our schedule management process includes the following steps:

- **Establish Schedule** based on client needs. We will work with the client and other team members to establish a realistic and meaningful schedule. This schedule will include all tasks required by all team members. Client needs that drive scheduling are considered with respect to funding sources and construction timing.
- **Review Schedule** to determine critical path or long lag time tasks. This step in the process helps us begin long lag items earlier and prevents "schedule creep" and last minute schedule impacts.
- **Develop Time and Resource Requirements** to meet schedule. Without this step, the schedule is meaningless. Realistic and meaningful schedules can be met if adequate time and resources are dedicated to the project. We commit to the City that we will dedicate the time and resources to the project that are required to meet the established schedule and deadlines.
- **Periodic Review of Progress** and schedule adherence. We will review the progress of the project internally on a weekly basis and periodically with our client.
- **Make Adjustments to Time and Resource Dedications** as necessary to meet schedule. In addition to those identified in this proposal, we have over 100 employees within a few hours' drive of the City of Destin. We will commit additional resources from other offices if necessary to meet the schedule.

Budget Management

During recent difficult and challenging economic years, many of our clients have seen their budgets constrict. We have become adept at maximizing available funds and getting our clients the most for their money. Dewberry recognizes our ability to impact our client's budgets at several levels.

BUDGET MANAGEMENT PROCESS

Our budget management process includes the following steps:

- **Design Fee Negotiations** - We endeavor to control our design fees by using local staff and resources. This helps our clients in two ways; our fees do not include costs for staff travel time and the money our clients spend with us remains in the community. We also use high speed computers and state of the art software that facilitate the speedy completion of work. These measures ensure our clients get high quality service for a reasonable fee.
- **Design Phase** - We design and bid a large number of projects in Northwest Florida for a variety of clients. We maintain bid tabs and current unit pricing for goods and services that we bid routinely. Our staff are innovative and creative in proposing design solutions for community needs. Because of this experience and knowledge, we are able to produce a work product that is within our client's budget.
- **Construction Phase** - We have 15 full time inspectors including three who live in the local area. We monitor contractor's work during construction to see that work is completed in accordance with the construction plans and permits. Careful documentation allows for quick acknowledgement of issues bringing unexpected costs that might impact the project budget. We have found that keeping up with construction projects in this manner reduces the overall cost to the client by minimizing the need for expensive change orders.

THE KEY TO SUCCESSFUL
PROJECT MANAGEMENT
IS CLOSE AND CONSTANT
COMMUNICATION

Quality Management Plan

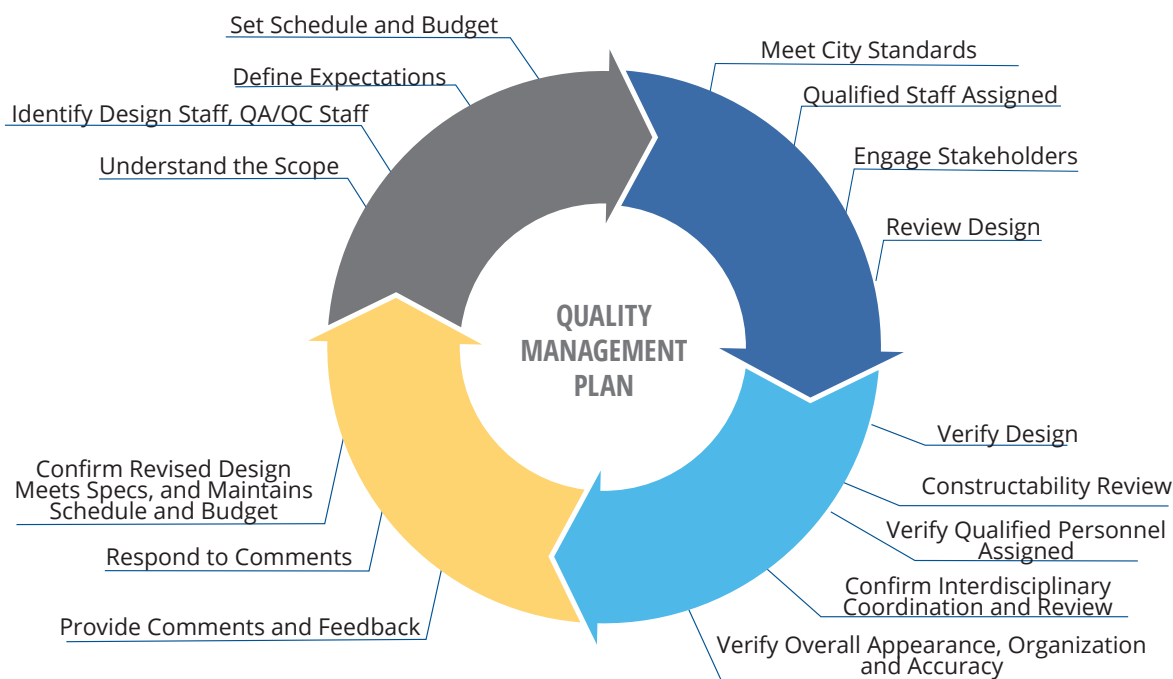
We promote project expediency and minimize problems through a thorough Quality Assurance/Quality Control (QA/QC) process. As a standard practice, Quality Management Plans will be developed for every project. These plans feature the “Plan-Do-Check-Act” cycle to manage project budget and quality (illustrated below).

Our QA/QC processes are well developed and institutionalized to minimize errors and omissions in our work products. From time to time situations do arise that require a need to make field adjustments to design plans. Early detection, work relations based on honesty and integrity, and strong communications skills are essential to making these corrections with minimal impact to the overall project budget and schedule.

We integrate Quality Assurance into the development of the project through the study, design, and production process rather than applied as a separate system. As an integral program, the intent is to avoid poor decisions or errors rather than find and correct mistakes and problems: “backtracking” to correct errors or omission can negatively impact the schedule.

Our internal QA/QC Program begins immediately after a Notice to Proceed is issued and consists of the following elements:

- Multi-discipline technical input and design coordination through structured project team meetings including all assigned subconsultant personnel.
- Structured review at completion of 35% design, 65% and 100% stages for adherence to criteria, suitability of material and system selection.
- Building time into the schedule specifically allocated to QA/QC reviews at each project milestone, appropriate to the level of QA/QC being performed.
- Coordination of engineering design and construction phasing, and evaluation of cost estimates and project budget.
- Periodic peer review during design development for suitability, accuracy, and completeness.
- A final review by senior quality control staff for technical accuracy, and interdisciplinary coordination.



REFERENCES - PAST PERFORMANCE

References

Dewberry takes pride in the level of service that we offer. We have long-standing relationships with our city and county clients across North Florida. Our firm has held continuing service contracts with many of these municipalities for over 20 years, which speaks to the continued dedication of our staff.



Walton County
WILMER STAFFORD, PUBLIC WORKS DIRECTOR
117 MONTGOMERY CIRCLE
DEFUNIAK SPRINGS FL 32435
850.892.8108



Washington County
TRAY HAWKINS, COUNTY COMMISSIONER
1331 SOUTH BLVD
CHIPLEY FL 32428
850.703.1644

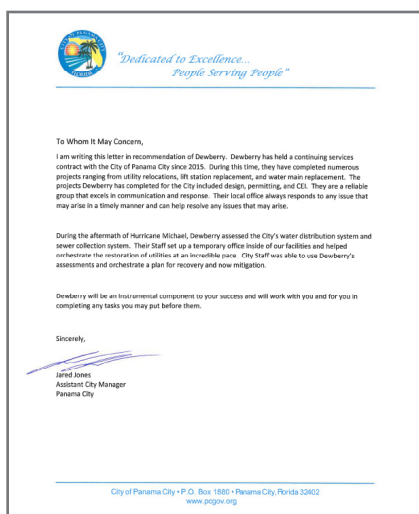
“BASED UPON THE SUCCESSFUL
ASSOCIATION [WITH DEWBERRY], I AM
PLEASED TO RECOMMEND THEM.”

—BUDDY WRIGHT
WALTON COUNTY PUBLIC WORKS

Past Performance

Letters of Recommendation

We have provided two governmental agency references for the City of Destin to consider in Dewberry's record of past performance. As additional support to our level of service and our successful history with municipalities for similar work, we have included additional letters of recommendation from our long-standing clients. Full-sized letters can be found at the end of this section.



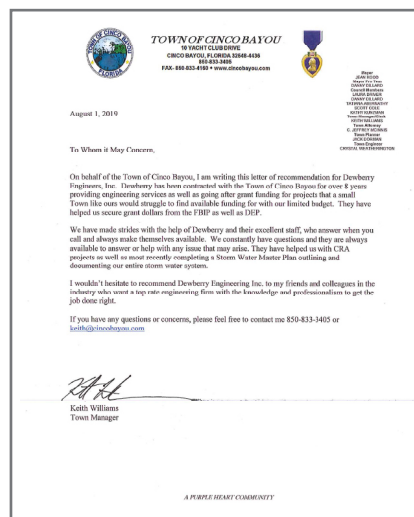
City of Panama City
JARED JONES, ASST CITY MANAGER



City of Port St. Joe
JIM ANDERSON, CITY MANAGER

“I WOULDN'T HESITATE
TO RECOMMEND
[DEWBERRY]... A TOP RATE
ENGINEERING FIRM WITH
THE KNOWLEDGE AND
PROFESSIONALISM TO GET
THE JOB DONE RIGHT.”

—KEITH WILLIAMS
CINCO BAYOU TOWN MANAGER



Town of Cinco Bayou
KEITH WILLIAMS, TOWN MANAGER

Successful Project History

Equally as important in determining a past performance record, is the history of successful projects that a firm has completed. The following projects are a result of diligent project management, successful permitting, secured funding, and thoughtful designs that met the client's overall goals. We have included projects that match potential services needed by the City of Destin under this continuing service contract.

NFWF Stormwater Drainage Improvements

DESTIN, FL

Performed design and construction services for the City of Destin who received a \$3.2 million dollar grant to improve water quality through the design and implementation of storm water BMPs. The projects included single and double row 24-inch exfiltration systems, swales, and hydrodynamic separators for stormwater treatment and roadside swales, inlets, curbing and drainage piping for stormwater conveyance. The project also included sidewalk replacement, pavement and subgrade replacement, striping, ADA compliance, and plantings.

FROM AGED
INFRASTRUCTURE
REPLACEMENTS TO
LARGE ROADWAY
IMPROVEMENTS - OUR
TEAM HAS DONE IT ALL



The Gulf Restaurant at Okaloosa Island

OKALOOSA ISLAND, FL

Construction of a 5,280 sf restaurant with 8,000 sf deck and associated parking on Okaloosa Island along the Santa Rosa Sound/Choctawhatchee Bay. The civil design included abandonment of existing right-of-ways and relocation/abandonment of existing utilities. The design also included a new roundabout to terminate Siebert Drive and a "T" turn around to terminate Marler Avenue. Stormwater design for the entire site to discharge directly to the Sound were included in the design. Coordination with Okaloosa County, Okaloosa Island Association, Okaloosa County Water and Sewer, Okaloosa Gas and Gulf Power were required.

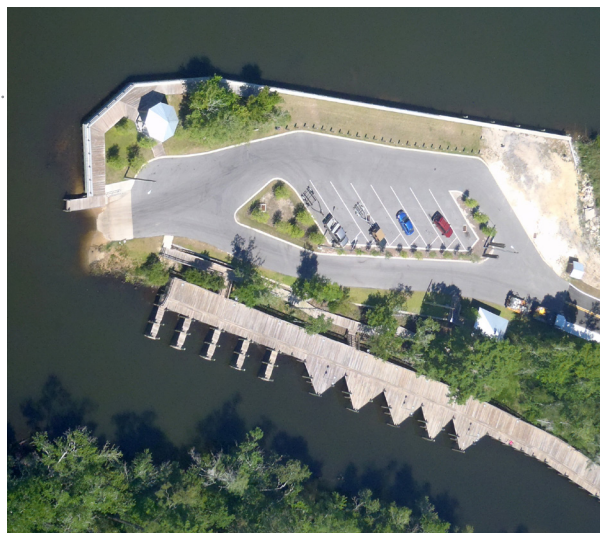


Scenic Gulf Drive Improvements WALTON COUNTY, FL

Resurfacing of nearly 3 miles of roadway beginning at the Walton County/Okaloosa County line. Also included were numerous crosswalks that required striping, signage, drainage pipes and inlets and a new turn lane. Additional phases allowed the reconstruction of a new 8' wide asphalt bike path approximately 2.74 miles long, sodding, crosswalk and driveway tie-ins, utility modifications, and drainage control. The final phase included 100 parallel parking spaces, concrete curbing, landscaping and irrigation, an 8' wide timber boardwalk along the beachside which includes four timber beach walkovers, and new beach compatible sand with sea oat planting.

Fourmile Creek Offload Port FREEPORT, FL

This project consisted of the design, inspection, and construction of asphalt parking area with concrete boat ramp and loading dock. Public restrooms, stormwater facilities, a 640 linear foot timber boardwalk, and a gazebo were constructed on-site in addition to a 365 linear foot steel sheet pile retaining wall and cap for a barge offload area, approximately 7,000 sq. ft. timber boardwalk and boat mooring facility.



Thomas Pilcher Park WALTON COUNTY, FL

This project consisted of new construction of numerous parking areas beneath the north bound lanes of HWY 331 for truck and boat. Along with the construction of the parking areas, 4 deep water boat ramps and docks were included in the design. Additional construction of a fishing pier and restroom facilities were completed. Other work included general beautification of the area.



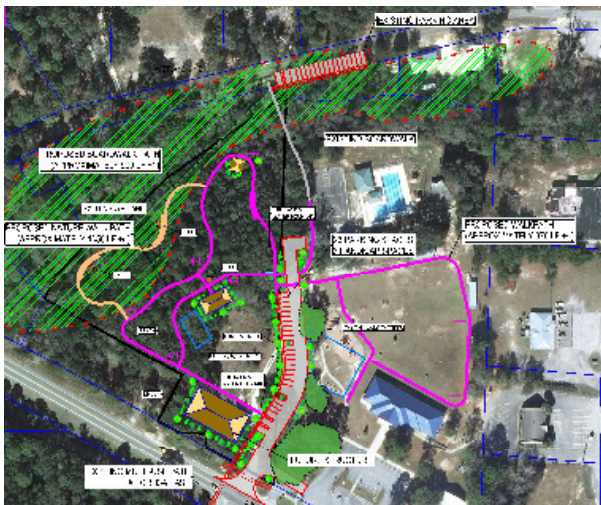


Northwest Florida Commerce Park at Mossy Head WALTON COUNTY, FL

This Industrial Park Construction project consisted of new roadways, utilities, monument signage, and landscaping at the Northwest Florida Commerce Park. The work included water and sewer connections to the Dixie RV facility south of I-10 and new gravity and forcemains east and west of CR-285 to provide service to the lots within the Commerce Park. The tenants that have occupied the park since construction completion include FEDEX, I-10 Truck Sales, Tire Distributors, and Bread Distributor.

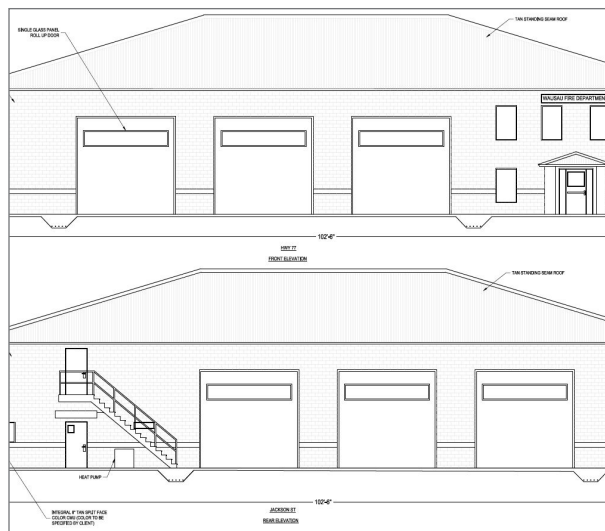
Helen McCall Park WALTON COUNTY, FL

This project consisted of the construction of a T-Ball field, a football field, a grand pavilion with restrooms, a nature trail, and site preparation for Mission Play Park playground across 29.2 acres. Phase I also included the construction of the entrance drive, a portion of the master stormwater management facility, roadside parking, and a 5' concrete sidewalk which will provide access to the amenities proposed. Minor utility work was also required to provide water and sewer service to the proposed pavilion and power to various areas within Phase I. The most recent additions to the park have been batting cages, a splash pad next to the playground, and soccer fields.



Barrier Free Park Masterplan FREEPORT, FL

Dewberry developed the Masterplan for the City's Barrier Free Park project, which received funding for land acquisition through the Florida Communities Trust. Our staff performed all aspects of the management plan including survey, wetland delineation, environmental management plan, conceptual design, and cost estimates. These had to be completed on a tight deadline to allow for the property purchase to close on time and before exceeding the grant's deadline. Dewberry continues to work with state agencies to secure funding for the multiple phases of this park.



Wausau Fire Station WAUSAU, FL

Dewberry performed survey, design, permitting and contract administration for 6,150 SF of new fire station construction. The project scope included mechanical, electrical, plumbing, building construction and site work. This contract also includes construction engineering and inspection services. Dewberry submitted a Local Funding Initiative Request to secure project funding through Legislative Appropriations. The project is being administered by the Department of Financial Service (DFS) and is currently out to bid for a construction contract.

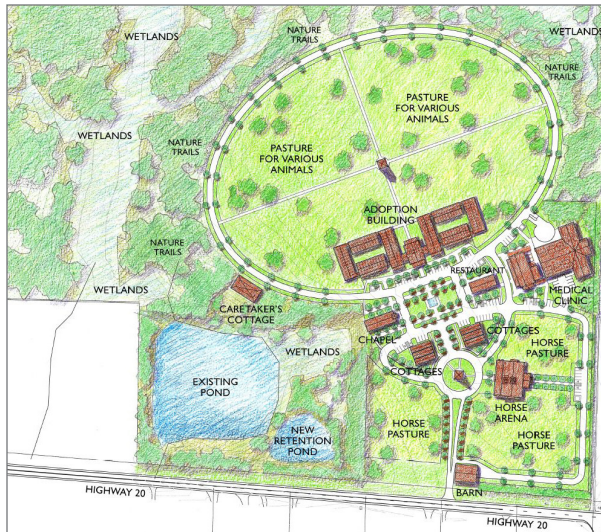
North Bay Brick FREEPORT, FL

Dewberry completed survey, design and permitting for a new development on two lots within Phase III of the Walton County Industrial Park located in Freeport, Florida for the South Alabama Brick Company. Improvements consisted of the construction of a 3,630 SF office building, a 5,120 SF warehouse, material storage areas and parking. Permitting included obtaining a City of Freeport Development Order and a NFWFMD permit modification.



Bonifay Fire Department Expansion BONIFAY, FL

This project included a site specific topographic and boundary survey for a 2-bay addition and parking improvements at the City's existing facility. The survey included benchmarks, contours, the location of above ground improvements, utilities and evidence of underground utilities. Additionally, SR 79 right-of-way was located and verified. Dewberry completed the survey in order to prepare a conceptual site plan to secure funding through Legislative Appropriations.



Alaqua Animal Refuge Relocation FREEPORT, FL

Dewberry performed survey, design, permitting and CEI services for the layout and construction of a 26 acre animal refuge. The layout included various animal pastures, horse arena, barns, medical clinic, restaurant, cottages and nature trails. Design included master water and sewer systems with centralized stormwater management. Permitting included USACOE wetland impacts, FDEP/NWFWMD environmental resources, FDEP potable water systems, Board of Health (BOH) septic tanks, and FDOT access/driveway connection and utility connection along SR 20. Utility design efforts were coordinated with Freeport Utilities.

Seaside Drainage Improvements SEASIDE, FL

Dewberry performed survey, design, permitting and contract administration for the construction of exfiltration systems at five different locations within the Seaside community to alleviate flooding issues. The project included installation of catch basins, perforated storm pipes, gravel, fill, and curbing. Permitting included Environmental Resource Permits with NWFWMD.



US Business Hwy 331 Pedestrian Path FREEPORT, FL

Dewberry evaluated the City's pedestrian infrastructure within two miles of the City of Freeport schools. Tasks included project planning (location, growth areas, and population trends); existing facilities analysis (location and condition); public safety (evaluation of hazardous conditions; neighborhood traffic analysis); land requirements, constructability, advantages and disadvantages, and phased project costs. Dewberry completed the survey, design and permitting for 3.5 miles of new sidewalk along US Business 331. Funding was secured through the FDOT Safe Routes to School (SRTS) program for construction and inspection services of Phase I and Phase II.

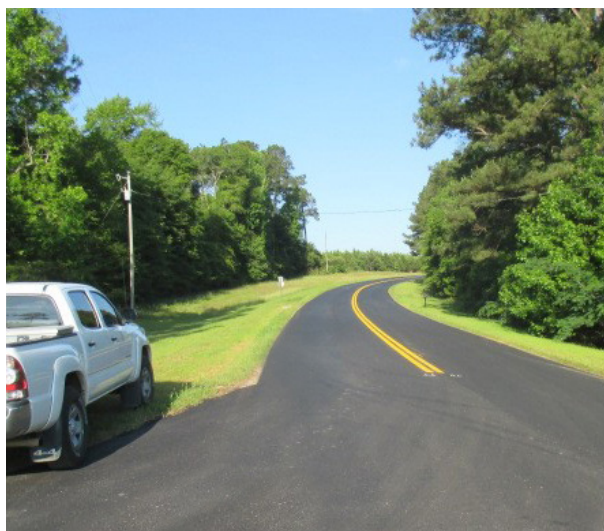


US Highway 331 Utility Relocation FREEPORT, FL

The project consisted of utility relocation for the City of Freeport's existing water and sewer utilities from SR 20 south to the bridge over Choctawhatchee Bay, necessary for the FDOT four-lane construction. This project involved the relocation of 75,000 LF of existing water and sewer located east and west of US 331. Dewberry's responsibilities included construction oversight for utilities, testing, FDEP certifications, quantifying final quantities, redlining as-builts, as well as contract administration and project supervision.

Blueberry Road SCOP Improvements FREEPORT, FL

This half-mile long project is a special improvement job that includes 1.5' to 3' variable width widening (type B stabilization, limerock base), FDOT structural SUPERPAVE asphalt pavement resurfacing, detailed milling to correct cross slopes and cross drains with new stormwater structures. Dewberry was responsible for field inspection of all materials and verifying final quantities for payment.



CR 2-2A SCOP Improvements HOLMES COUNTY, FL

The project consisted widening and resurfacing of CR 2-2A from Walton County Line to CR 185 from 18' to 22' in Holmes County. The project also included milling and resurfacing, replacing side drains and extending the existing cross drains, and safety upgrades included thermoplastic striping and signage to meet current standards. The new construction also included the realignment of the roadway in certain areas due to unsafe conditions. In these areas, clearing a grubbing was required. In addition to the new construction of the roadway all new cross drains and side drains were required to assist in proper stormwater channeling from the roadway.



Draper Lake Bridge Improvements WALTON COUNTY, FL

The Draper Lake Bridge Improvements project consisted of constructing a new prefabricated concrete two-span vehicular bridge with prestressed concrete pilings on CR 30A. The project included new utilities that were under the proposed bridge with gas, water, and sewer main relocations. The project also included the removal of an existing crossdrain and excavation of a new outfall under the proposed bridge. The project was designed and permitted for Walton County Public Works.

South Ride, North Ride & Sun Lake Drive HOLMES COUNTY, FL

This project consisted of improvements for three county roads, including drainage structures, performance turf, striping and signage. Each roadway segment was constructed with 12" Type B Stabilized Subgrade, 8" Limerock Base and 2" FDOT SUPERPAVE structural asphalt SP-12.5 mix. Dewberry's responsibilities included field measurements and verification inspections of all materials for payment authorization.



US Highway 331 Widening WALTON COUNTY, FL

The project consisted of four lane construction for 1.6 miles on US 331 (SR 83) in Walton County. Our staff were responsible for the CEI services for this project - performing verification inspection duties on all aspects of roadway and bridge construction including: segmental box culvert construction, storm sewer construction, embankment, subgrade, base construction, asphalt paving, bridge substructure construction (concrete and sheet piling), bridge superstructure construction, pond construction, grassing, fencing, and the sampling, testing, and documentation as it pertains to each item. Staff were also responsible for the MOT and lane shifting that was required through all phases of construction.



SR 83 (US 331) Gas System Upgrades and Expansion

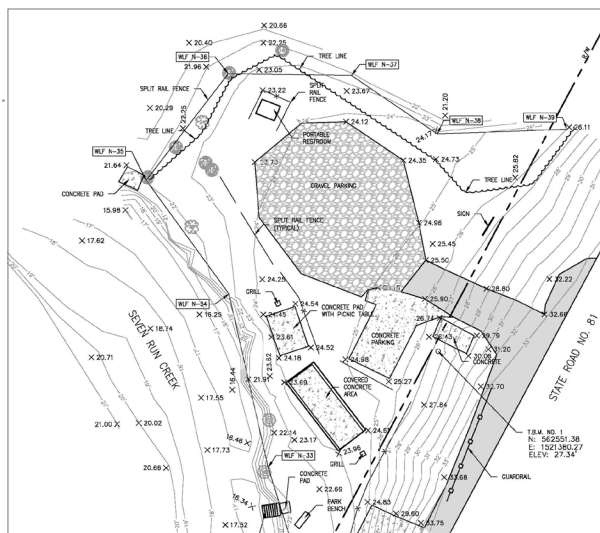
DEFUNIAK SPRINGS, FL

Dewberry completed the survey, design and permitting for approximately 18,000 LF of 4" MDPE Gas Main from the southern limit of the City's utility franchise area, north along SR 83 (US 331). The project included a jack-and-bore beneath the CSX railroad right-of-way in order to tie-in to the City's existing natural gas system. This project is currently out to bid for construction. Once constructed the City will be able to provide service south of I-10 where they are experiencing growth. The project was funded through Legislative Appropriations and is being administered by FDOT.

Seven Runs Creek Survey

WALTON COUNTY, FL

Dewberry performed all office and field work for the professional surveying services of 7 Runs Creek roadside picnic area. The topographic survey included a minimum of two site benchmarks. Contours were provided at 1-foot intervals, together with spot elevations. The resulting survey included the location and elevation of visible/aboveground improvements and/or structures. Trees along the creek bank were located as well as wetlands. The Right-of-Way along State Highway 81 was also located.



US 331 Water and Wastewater Utilities Upgrades

FREEMONT, FL

Dewberry prepared a phased conceptual design for the water and wastewater expansion along 15 miles of US 331 from the Choctawhatchee Bay to the northern limit of the City's utility franchise area. The conceptual design was based on land use classifications and zoning. Dewberry completed planning, survey, design and permitting for Phase I which consisted of 19,700 LF of new watermain and 22,340 LF of new forcemain with two new master lift stations. The project is currently underway, and was funded through the FDEP State Revolving Fund (SRF) and the NFWMD Water Supply Grant programs.



SRF Wastewater System Improvements Phase II DEFUNIAK SPRINGS, FL

Dewberry completed a route survey including topography for the rehabilitation of 147 existing gravity sewer manholes and gravity sewer main, as well as 18,000 LF of new forcemain in order to re-route flows and provide additional capacity for the growth area south of I-10. The survey included above ground improvements, benchmarks, contours and cross-sections. Additionally, legal documents were prepared for easements required for construction of the project. The project includes directional bores beneath I-10 right-of-way, and a jack and bore beneath CSX railroad right-of-way.

Oyster Lake Restoration Project WALTON COUNTY, FL

The Oyster Lake Restoration Project provided reconnection of wetlands and aquatic communities to their natural state with culvert to bridge replacements along the Oyster Lake Causeway, South Thompson Road, the outlet driveway, and the replacement of the box culvert on highway 30-A to a 45' span bridge. In doing so, the hydrologic regime of Oyster Lake has and will continue to be restored, reconnecting habitat and connectivity for the vast array of species utilizing both marine and freshwater environments. Beach and dune restoration, including the planting of sea oats, was done along both sides of the outfall to the Gulf of Mexico.



Freeport Industrial Park Phase III WALTON COUNTY, FL

This project consisted of the layout and design of a 25 acre industrial park. Survey included topography, temporary benchmarks, existing trees and landscape features, and wetlands and surface waters. The 25 acre property was subdivided into 6 lots for future development with master water, wastewater and stormwater facilities. Surveyors coordinated with the City of Freeport to ensure existing utilities needed for the design phase were located as necessary. The project was completed in 2018.



Walton County Public Works

117 Montgomery Circle - DeFuniak Springs, FL 32433 - Phone: (850) 892-8108

<http://www.co.walton.fl.us/>

Wilmer Stafford
Public Works Director
Walton County, FL

Buddy Wright
Work Program Manager
Walton County, FL

April 17, 2018

RE: Letter of Recommendation

To Whom It May Concern:

Please accept this letter for Dewberry in their capacity as consulting engineers. They have had a working relationship with Walton County for over 18 years. Their services have included preparation of grant packages, engineering and construction phase services for FDOT SCOP and SCRAP projects, CIGP, CDBG and other grant programs. They have also assisted with response during emergency events and the development of mitigation projects which were successfully funded. The types of projects that they have successfully completed for us include transportation, utility, stormwater and various feasibility studies.

Again, based upon the successful association that we have had with Dewberry, I am pleased to recommend them. If you have any questions or need additional information, please feel free to contact my office.

Respectfully,

Buddy Wright, Work Program Manager
Walton County Public Works

Walton Board of County Commissioners

District 1: Bill Chapman

District 2: Cecilia Jones

District 3: Melanie Nipper

District 4: Sara Comander

District 5: Tony Anderson



County Administrator
Allen J. Massey
Administrative Assistant
Jessica Hawkins

WASHINGTON COUNTY BOARD OF COUNTY COMMISSIONERS

1331 South Boulevard
Chipley, Florida 32428
Phone (850)638-6200
Fax (850)638-6106

ALAN T BUSH
District One

CHARLES KENT
District Two

TRAY HAWKINS
District Three

TODD ABBOTT
District Four

STEVE JOYNER
District Five

FUQUA, MILTON AND
CARTER, P.A.
Attorneys at Law

April 20, 2018

Letter of Recommendation

To Whom It May Concern:

I am pleased to write this letter of recommendation for Dewberry Engineering firm.

Since 1998 the staff of Dewberry has been Washington County's Engineer of Record. They have always provided the highest quality professional engineering services. Over the years they have provided design and construction engineering inspections for numerous projects throughout the County, including road construction, road paving & resurfacing, boat ramps, storm water, utility and recreational parks. They have assisted the County in acquiring numerous grants for improvements to the County infrastructure. These grants include FDOT SCOP, SCRAP CIGP, CDBG and other grant programs. They have also assisted the County with FEMA projects. Their work is done in a timely and professional manner. The staff of Dewberry are a pleasure to work with, they are extremely knowledgeable and enthusiastic.

If you have any questions about Dewberry's work in Washington County, please feel free to contact me at (850) 703-7881.

Sincerely,

A handwritten signature in black ink, reading "Jeff Massey", with a long, sweeping horizontal line extending to the right.

Jeff Massey
County Administrator
Washington County Board of County Commissioners
1331 South Blvd
Chipley, Fl. 32428
Office Phone: 850.638.6200
Cell Phone: 850.703.7881



The City of Port St. Joe

March 6, 2018

Re: Dewberry Engineers Inc.

To Whom It May Concern:

Dewberry Engineers Inc. has been the consulting engineers for the City of Port St. Joe since 1991. During this time we have been extremely satisfied with their performance, therefore, I am pleased to provide this letter of reference for Dewberry Engineers Inc.

They always provide the City with quality, professional services. They have provided design, permitting, construction engineering and inspection (CEI), and surveying services for numerous projects for the City of Port St. Joe, including water and sewer expansion/upgrades, stormwater management, roadways, mapping, studies, sidewalks, multi-use paths, and parks and recreational facilities.

Dewberry Engineers Inc. has also assisted the City in acquiring numerous grants. Their work has always been done in a timely and professional manner. Their track record with the City of Port St. Joe is excellent and I would recommend them highly to anyone seeking professional engineering consultants.

If you have any questions or need additional information please feel free to contact me at (850) 229-8261.

Sincerely,



Jim Anderson
City Manager



*"Dedicated to Excellence...
People Serving People"*

To Whom It May Concern,

I am writing this letter in recommendation of Dewberry. Dewberry has held a continuing services contract with the City of Panama City since 2015. During this time, they have completed numerous projects ranging from utility relocations, lift station replacement, and water main replacement. The projects Dewberry has completed for the City included design, permitting, and CEI. They are a reliable group that excels in communication and response. Their local office always responds to any issue that may arise in a timely manner and can help resolve any issues that may arise.

During the aftermath of Hurricane Michael, Dewberry assessed the City's water distribution system and sewer collection system. Their Staff set up a temporary office inside of our facilities and helped orchestrate the restoration of utilities at an incredible pace. City Staff was able to use Dewberry's assessments and orchestrate a plan for recovery and now mitigation.

Dewberry will be an instrumental component to your success and will work with you and for you in completing any tasks you may put before them.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jared Jones", with several horizontal strokes extending to the right.

Jared Jones
Assistant City Manager
Panama City



TOWN OF CINCO BAYOU

10 YACHT CLUB DRIVE
CINCO BAYOU, FLORIDA 32548-4436
850-833-3405
FAX- 850-833-4160 • www.cincobayou.com



August 1, 2019

To Whom it May Concern,

Mayor
JEAN HOOD
Mayor Pro Tem
DANNY DILLARD
Council Members
LAURA DRIVER
DANNY DILLARD
TATIANA ABERNATHY
SCOTT COLE
KATHY KUNZMAN
Town Manager/Clerk
KEITH WILLIAMS
Town Attorney
C. JEFFREY MCINNIS
Town Planner
JACK DORMAN
Town Engineer
CRYSTAL WEATHERINGTON

On behalf of the Town of Cinco Bayou, I am writing this letter of recommendation for Dewberry Engineers, Inc. Dewberry has been contracted with the Town of Cinco Bayou for over 8 years providing engineering services as well as going after grant funding for projects that a small Town like ours would struggle to find available funding for with our limited budget. They have helped us secure grant dollars from the FBIP as well as DEP.

We have made strides with the help of Dewberry and their excellent staff, who answer when you call and always make themselves available. We constantly have questions and they are always available to answer or help with any issue that may arise. They have helped us with CRA projects as well as most recently completing a Storm Water Master Plan outlining and documenting our entire storm water system.

I wouldn't hesitate to recommend Dewberry Engineering Inc. to my friends and colleagues in the industry who want a top rate engineering firm with the knowledge and professionalism to get the job done right.

If you have any questions or concerns, please feel free to contact me 850-833-3405 or keith@cincobayou.com

Keith Williams
Town Manager

State of Florida

Department of State

I certify from the records of this office that DEWBERRY ENGINEERS INC. is a New York corporation authorized to transact business in the State of Florida, qualified on December 26, 2000.

The document number of this corporation is F00000007242.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 19, 2019, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-sixth day of April,
2019*



Randy Be
Secretary of State

Tracking Number: 1962947838CU

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

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

 Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

DEWBERRY ENGINEERS INC.
8401 ARLINGTON BLVD.
FAIRFAX VA 22031

LICENSE NUMBER: CA8794
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

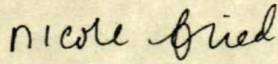


Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB8011**
Expiration Date February 28, 2021

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

DEWBERRY ENGINEERS INC.
800 N MAGNOLIA AVE STE 1000
ORLANDO, FL 32803-3251



NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

	RICK SCOTT, GOVERNOR	JONATHAN ZACHEM, SECRETARY	
 STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BOARD OF ARCHITECTURE & INTERIOR DESIGN THE ARCHITECT CORPORATION HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES DEWBERRY ENGINEERS INC. 551 PINEY FOREST DRIVE DANVILLE VA 24540 LICENSE NUMBER: AA26002927 EXPIRATION DATE: FEBRUARY 28, 2021 Always verify licenses online at MyFloridaLicense.com  Do not alter this document in any form. This is your license. It is unlawful for anyone other than the licensee to use this document.			

DETACH HERE	
RICK SCOTT, GOVERNOR	JONATHAN ZACHEM, SECRETARY
 STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BOARD OF LANDSCAPE ARCHITECTURE	
LICENSE NUMBER LC26000569	
The LANDSCAPE ARCHITECT BUSINESS Named below HAS REGISTERED Under the provisions of Chapter 481 FS. Expiration date: NOV 30, 2019	
DEWBERRY ENGINEERS INC. 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO FL 32806	 
ISSUED: 09/27/2017	DISPLAY AS REQUIRED BY LAW
SEQ # L1709270002250	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2018

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

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

PRODUCER MARSH USA, INC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 CN102736896-7/1-1.1a-18-19 INSURED DEWBERRY ENGINEERS INC. 8401 ARLINGTON BOULEVARD FAIRFAX, VA 22031	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Molly Koch</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 202-263-6732</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: molly.koch@marsh.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A : Charter Oak Fire Insurance Company</td> <td style="text-align: right;">25615</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Co</td> <td style="text-align: right;">25658</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Co. Of America</td> <td style="text-align: right;">25674</td> </tr> <tr> <td>INSURER D : Beazley Insurance Company, Inc.</td> <td style="text-align: right;">37540</td> </tr> <tr> <td>INSURER E : Lloyd's Of London</td> <td style="text-align: right;">1126623</td> </tr> <tr> <td colspan="2">INSURER F :</td> </tr> </table>	CONTACT NAME: Molly Koch		PHONE (A/C, No, Ext): 202-263-6732	FAX (A/C, No):	E-MAIL ADDRESS: molly.koch@marsh.com		INSURER(S) AFFORDING COVERAGE		INSURER A : Charter Oak Fire Insurance Company	25615	INSURER B : Travelers Indemnity Co	25658	INSURER C : Travelers Property Casualty Co. Of America	25674	INSURER D : Beazley Insurance Company, Inc.	37540	INSURER E : Lloyd's Of London	1126623	INSURER F :	
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INSURER E : Lloyd's Of London	1126623																				
INSURER F :																					

COVERAGES

CERTIFICATE NUMBER:

CLE-005442509-29

REVISION NUMBER: 4

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

INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X	COMMERCIAL GENERAL LIABILITY				630-7792B312-COF-18	07/01/2018	07/01/2019	EACH OCCURRENCE		\$ 1,000,000
		CLAIMS-MADE	X OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)					\$ 1,000,000		
	X	CONTRACTUAL INS. COV.		MED EXP (Any one person)					\$ 10,000		
		(INSURED CONTRACTS)		PERSONAL & ADV INJURY					\$ 1,000,000		
		GEN'L AGGREGATE LIMIT APPLIES PER:		GENERAL AGGREGATE					\$ 2,000,000		
	X	POLICY	PROJECT LOC	PRODUCTS - COMP/OP AGG					\$ 2,000,000		
		OTHER:							\$		
B	AUTOMOBILE LIABILITY					810-6102A19A-IND-18	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident)		\$ 2,000,000
	X	ANY AUTO		BODILY INJURY (Per person)					\$		
		OWNED AUTOS ONLY	SCHEDULED AUTOS	BODILY INJURY (Per accident)					\$		
		HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)					\$		
				COMP / COLL DED:					\$ 1,000		
C	X	UMBRELLA LIAB	X OCCUR			CUP-4J580377-18-43	07/01/2018	07/01/2019	EACH OCCURRENCE		\$ 5,000,000
		EXCESS LIAB	CLAIMS-MADE	AGGREGATE					\$ 5,000,000		
		DED	RETENTION \$						\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PK-UB-1722B67-3-18	07/01/2018	07/01/2019	X PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			Y / N	N / A				E.L. EACH ACCIDENT		\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			N					E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000
									E.L. DISEASE - POLICY LIMIT		\$ 1,000,000
D	PROFESSIONAL LIABILITY					V11B5E180901	07/01/2018	07/01/2019	PER CLAIM/AGGREGATE		\$ 2,000,000
E	EXCESS PROF. LIABILITY					FINPA1800118	07/01/2018	07/01/2019	PER CLAIM/AGGREGATE		\$ 3,000,000

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

CERTIFICATE HOLDER

DEWBERRY ENGINEERS INC.
8401 ARLINGTON BLVD.
FAIRFAX, VA 22031

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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ACORD 25 (2016/03)

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

July 1, 2019

Kevin Knudsen, Vice President
DEWBERRY ENGINEERS, INC.
800 North Magnolia Avenue, Suite 1000
Orlando, Florida 32803

Dear Mr. Knudsen:

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

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

Group 3 - Highway Design - Roadway

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

Group 4 - Highway Design - Bridges

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

Group 5 - Bridge Inspection

- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design
- 6.3.2 - Intelligent Transportation Systems Implementation

Group 7 - Traffic Operations Design

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

www.fdot.gov

- Group 8 - Survey and Mapping
 - 8.1 - Control Surveying
 - 8.2 - Design, Right of Way & Construction Surveying
 - 8.3 - Photogrammetric Mapping
 - 8.4 - Right of Way Mapping
- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection
 - 10.4 - Minor Bridge & Miscellaneous Structures CEI
- Group 11 - Engineering Contract Administration and Management
- Group 13 - Planning
 - 13.4 - Systems Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.6 - Land Planning/Engineering
- Group 14 - Architect
- Group 15 - Landscape Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2020 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
143.73%	118.77%	0.708%	Reimbursed	No	14.82%	14.82%*

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

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

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

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

www.fdot.gov



RESPONDENT

ACKNOWLEDGEMENT

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

RFQ Title: ENGINEERING AND PROFESSIONAL
CONSULTING SERVICES

RFQ Number: 19-01-PS

RFQ Received By: **August 15 , 2019, NO LATER THAN 2:00 P.M. (CT)**

RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom, unless specified otherwise, on: **August 15 2019, no later than 2:00 P.M. (CT)** and may not be withdrawn within ninety (90) days after such date and time.

Name of Vendor: Dewberry Engineers Inc.

Federal I.D. Number: 13-0746510

A Corporation of the State of: New York

Area Code: 850 Telephone Number: 267.0759

Area Code: 866 FAX Number: 557.0076

Mailing Address: 877 North County Highway 393

City/State/Zip: Santa Rosa Beach, FL 32459-5370

Vendor Mailing Date: _____


Authorized Signature

David Maxwell
Name Typed

A D D E N D A

**CITY OF DESTIN
FLORIDA**

**RFQ TITLE: ENGINEERING AND PROFESSIONAL
CONSULTING SERVICES**

RESPONDENT: Dewberry Engineers Inc.

DATE SUBMITTED: August 15, 2019

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

Having studied the documents prepared by:

CITY OF DESTIN

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

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

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

CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN"**

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract RFQ No. 19-01-PS
Engineering and Professional Consulting Services

2. This sworn statement is submitted by
Dewberry Engineers Inc.
whose business address is 877 North County Highway 393, Santa Rosa Beach, FL 32459-5370
and (if applicable) Federal Employer Identification Number (FEIN) is 13-0746510 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is David Maxwell and my relationship to the entity named above is
Executive Vice President

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

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

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

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

City of Destin, Florida

RFQ No. 19-01-PS, "QUALIFICATIONS FOR PROFESSIONAL Consulting Engineering Services for the City of Destin"

Public Entity Crime Form Page 2 of 2

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.)

David Raybell
(Signature)

Date: August 13, 2019

STATE OF FLORIDA

COUNTY OF Gulf

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 13 day of August, 2019, and is personally known to me, or has provided _____ as identification.

Shannon Renfro
Notary Public

My Commission expires:



CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN"**

DRUG-FREE WORKPLACE CERTIFICATION

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

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

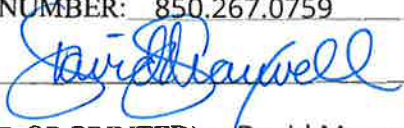
As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Dewberry Engineers Inc.

ADDRESS: 877 North County Highway 393

CITY: Santa Rosa Beach STATE: FL ZIP CODE: 32459-5370

TELEPHONE NUMBER: 850.267.0759

SIGNATURE:  DATE: August 13, 2019

NAME (TYPED OR PRINTED): David Maxwell

TITLE: Executive Vice President

**CITY OF DESTIN, FLORIDA
REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN"**

CONFLICT OF INTEREST DISCLOSURE FORM

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

YES _____

NO X

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

YES _____

NO X

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

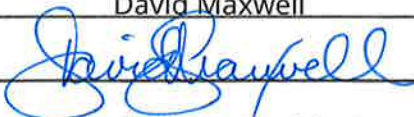
YES _____

NO _____

If YES, please describe:

FIRM NAME: Dewberry Engineers Inc.

BY (PRINTED): David Maxwell

BY (SIGNATURE): 

TITLE: Executive Vice President

ADDRESS: 877 North County Highway 393

Santa Rosa Beach, FL 32459-5370

PHONE NO. 850.267.0759

E-MAIL dmaxwell@dewberry.com

CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
“QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN”**

LIABILITY & INDEMNIFICATION FORM

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

Dewberry Engineers Inc.
CONSULTANT's Company Name

877 North County Highway 393, Santa Rosa Beach, FL 32459
Physical Address

Mailing Address

850.267.0759
Phone Number

Cellular Number

dmaxwell@dewberry.com
Email address


Authorized Signature – Manual

David Maxwell
Authorized Signature – Typed

Executive Vice President
Title

866.557.0076
FAX Number

After-Hours Number(s)

August 13, 2019
DATE

CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
“QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN”**

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 19-01-PS. - QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR THE CITY OF DESTIN, the undersigned certifies the following:

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

Sincerely,

David Maxwell, Executive Vice President
Name and Title

ENGINEERING AND PROFESSIONAL CONSULTING SERVICES SCHEDULE OF SUB-CONTRACTORS

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

<u>Name of Sub- Consultant</u>	<u>Address of Sub- Consultant</u>	<u>License No.:</u>	<u>Task</u>	
Stone Architecture, PA	110 Logan Lane #3 Santa Rosa Beach, FL 32459	AR93655	Architecture	
Bradford Davis, RLA	284 Oak Avenue Santa Rosa Beach, FL 32459	LA0001730	Landscape Architecture	
Applied Research & Design, Inc.	2623 S. Blair Stone Road Tallahassee, FL 32301	52688	Electrical Engineering	
Biome Consulting Group, LLC	1300 West Government Street Pensacola, FL 32502		Environmental	
Southern Earth Sciences, Inc.	7500 McElvey Road, Ste A Panama City Beach, FL 32408	CA3737	Geotechnical Engineering	
Winton Engineering, PA	2207 Woodbine Drive Tallahassee, FL 32309	56206	Mechanical/Plumbing/HVAC	
Brown Group II	910 Aloma Faye Lane Fort Walton Beach, FL 32547	PG1104	Solid Waste	
O-Connell & Associates	1394 County Hwy 283 South, Bldg #3 Santa Rosa Beach, FL 32459	63628	Structural Engineering	
Southern Traffic Services	2911 Westfield Road Gulf Breeze, FL 32563	CA7809	Transportation/Traffic	

Signature 
Date: August 13, 2019

Title/Company Dewberry Engineers Inc.

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



www.dewberry.com

M

K

B

19-01-PS, Scoring Sheet

	Alday-Howell	Score	Comments		
4	Proposals of the Firm to include Past Performance	20 /25	4	2	4
	Assigned Staff	20 /25			
	Project Approach	28 /35			
	References	15 /15			
	Total	83 /100			
3	Baskerville-Donovan		3	4	3
	Proposals of the Firm to include Past Performance	24 /25			
	Assigned Staff	25 /25			
	Project Approach	28 /35			
	References	15 /15			
	Total	92 /100			
1	Dewberry		2	2	1
	Proposals of the Firm to include Past Performance	25 /25			
	Assigned Staff	25 /25			
	Project Approach	30 /35			
	References	15 /15			
	Total	95 /100			
6	HG Engineers		6	5	4
	Proposals of the Firm to include Past Performance	20 /25			
	Assigned Staff	15 /25			
	Project Approach	20 /35			
	References	15 /15			
	Total	70 /100			
5	Taylor Engineering		5	5	5
	Proposals of the Firm to include Past Performance	20 /25			
	Assigned Staff	19 /25			
	Project Approach	20 /35			
	References	15 /15			
	Total	74 /100			
2	Volkert		1	1	2
	Proposals of the Firm to include Past Performance	25 /25			
	Assigned Staff	25 /25			
	Project Approach	29 /35			
	References	15 /15			
	Total	94 /100			

Name of Reviewer:

Brass Farmer

Date:

5.9.19

**MINUTES
BID COMMITTEE MEETING
TUESDAY, SEPTEMBER 10, 2019**

1. CALL TO ORDER:

Mr. Bragg Farmer called the meeting to order on Tuesday, September 10, 2019 at 9:40 a.m., in the Destin City Hall Conference Room

2. ROLL CALL:

Members Present:

Bragg Farmer, Finance Director/Chairman
Michael Burgess, Public Services Director
Karen Jankowski, Human Resources Mgr.

Staff Present:

Kim Montgomery, Deputy City Clerk

3. NEW BUSINESS:

- **RFP 19-01-PS, Engineering & Professional Consulting Services**

The Chairman asked the members to read aloud their scoring sheets.

Michael Burgess:

- 1 – Volkert
- 2 – Dewberry
- 3 – Baskerville Donovan
- 4 – Alday-Howell
- 5 – Taylor Engineering
- 6 – HG Engineers

Karen Jankowski:

- 1 – Volkert
- 2 – Alday-Howell/Dewberry (tied)
- 3 – Baskerville Donovan
- 4 – HG Engineers/Taylor Engineering (tied)

Bragg Farmer:

- 1 – Volkert
- 2 – Alday-Howell/Dewberry (tied)
- 3 – Baskerville Donovan
- 4 – HG Engineers/Taylor Engineering (tied)

Mr. Burgess explained that he preferred having 3 proposers to go forward to Council. The following is the

- 1 - Volkert
- 2 - Dewberry
- 3 - Baskerville Donovan

Motion by Mrs. Jankowski, seconded by Mr. Burgess; the members voted 3-0 to send forward to Council for their consideration the following Engineering Firms:

- 1 – Volkert**
- 2 – Dewberry**
- 3 – Baskerville Donovan**

ADJOURNMENT:

There being no further discussion at this time; the meeting adjourned at 10:10 a.m.

Adopted this _____ day of _____, 2019

Bragg Farmer, Finance Director

Kim Montgomery, Deputy City Clerk

DRAFT

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

RFQ No. 19-01-PS

**RFP DUE DATE: August 15, 2019 2:00 P.M. CST
4200 Indian Bayou Trail
Destin, FL 32541**

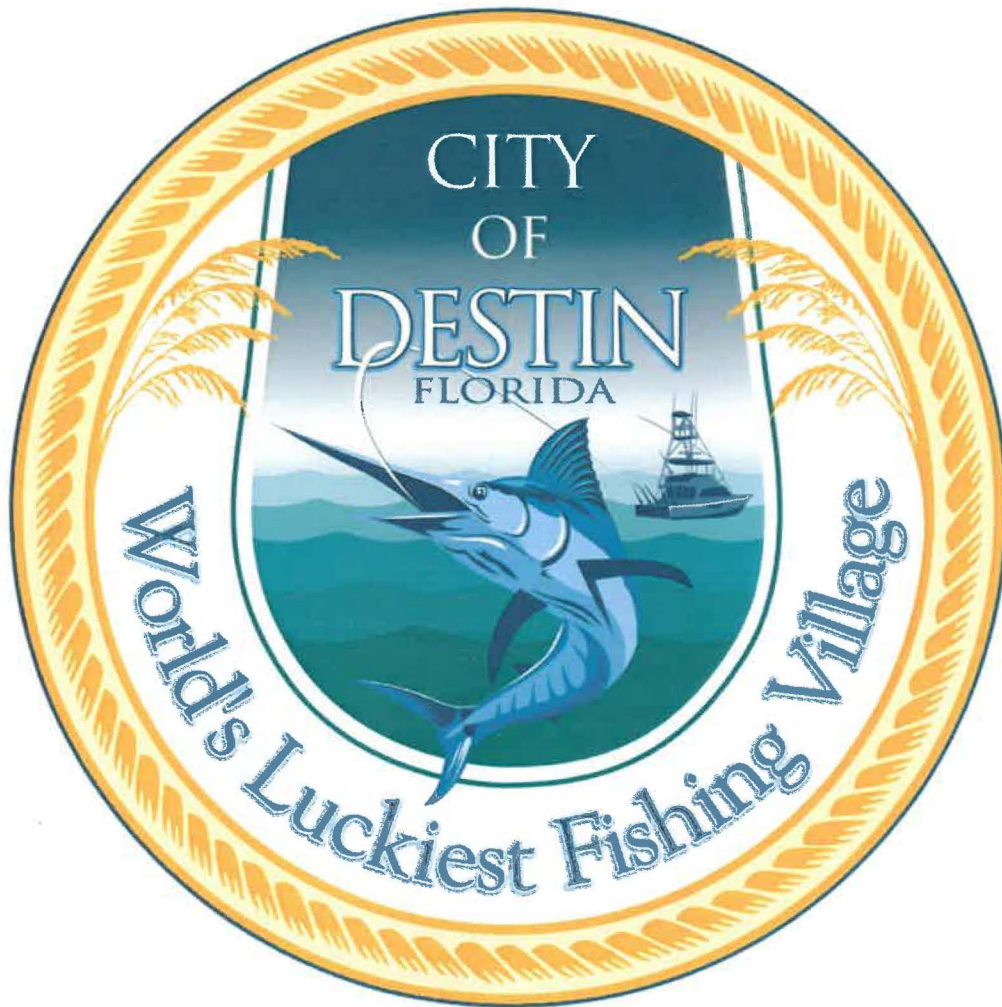


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**REQUEST FOR QUALIFICATIONS
ENGINEERING AND
PROFESSIONAL CONSULTING SERVICES
RFQ No. 19-01-PS**

Sealed Requests for Qualifications (RFQ's) will be received in City Clerk's Office, City of Destin, 4200 Indian Bayou Trail, Destin, FL 32541 on or by: **Thursday, August 15, 2019, Not Later Than 2:00 P.M. (CT).**

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

One (1) original, so designated, nine (9) copies (total of ten (10) submissions) and one digital (USB only) copy of the response shall be submitted in a sealed package clearly marked on the outside: "RFQ No. 19-01-PS, "QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR THE CITY OF DESTIN " and addressed to: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.

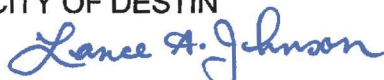
All RFQ's will be publicly opened and only the names of the Respondents will be disclosed. RFQ's received after the assigned date and time will NOT be considered.

ATTENTION ALL INTERESTED RESPONDENTS:

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

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

CITY OF DESTIN



LANCE A. JOHNSON
CITY MANAGER

**NOTICE TO PROPOSERS
(Advertisement)**

The City of Destin, Florida (City), is currently receiving sealed competitive submittals for "Qualifications for Professional Consulting Engineering Services For City Of Destin." The firm with the successful Proposal shall be required to supply the City with copies of its current Liability Insurance and Workmen's Compensation coverage. Proposals must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **"RFQ No. 19-01-PS, "QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR THE CITY OF DESTIN"**, **along with the name, return address and telephone number of the firm submitting the proposal**, no later than 2:00 p.m. Central Time, on Thursday, August 15 , 2019 at which time they will be opened and identified aloud. The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to accept the Proposal(s) or take any other actions deemed by the City to be in the City's best interest.

Lance A. Johnson
City Manager

SECTION 1 –SCOPE OF SERVICES AND GENERAL INFORMATION

1.1 SUMMARY OF THE SCOPE OF SERVICES:

The City of Destin, Florida (the “City” or “Destin”) pursuant to section 287.055, Florida Statutes, “Consultants’ Competitive Negotiations Act”, is seeking Professional Engineering and Consulting firms to enter into a “continuing contract” to provide various Engineering and Professional Consulting Services for the City and shall include, but is not limited to all forms of Engineering Services.

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

1.2 NO CONTACT CLAUSE

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

1.3 TERM OF THE SERVICE

This contract between the City and Consultant will be a “continuing contract.”

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

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

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

These negotiations will conform to the Florida Consultants Competitive Negotiation Act (“CCNA”), section 287.057, Florida Statutes, City rules, regulations, and policies, as well as all other applicable laws and regulations. Once these fixed hourly costs are negotiated and the contracts signed, each project will be negotiated relative to the number of hours required by each position to accomplish the scope of services. The consulting services costs will be based on time and expenses with a not to exceed limit based on the negotiated hours and expenses or a fixed lump sum fee. The results of this negotiation will result in a Task Order for the miscellaneous project. The City’s standard form of consulting agreement will be utilized with appropriate changes and modifications for each specific circumstance.

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

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

1.4 SCOPE OF SERVICES TO BE PERFORMED:

The City, pursuant to section 287.055, Florida Statutes, "Consultants Competitive Negotiations Act", is seeking Professional Consulting firms to enter into a "continuing contract" to provide various Engineering and Professional Consulting Services for the City and shall include, but is not limited to all forms of Engineering Services.

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

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

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

And

- (g) A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

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

The services sought may include, but are not limited to:

- Architect
- Landscape Architect
- Engineering Services
 - Civil
 - Computer Consulting (cabling, RCDD, etc.)
 - Electrical
 - Environmental
 - Geotechnical
 - Hazardous Waste
 - HVAC
 - Hydrogeological
 - Mechanical
 - Solid Waste
 - Structural
 - Surveying
 - Athletic field/Facilities design
- Transportation/Traffic
- Mapping/GIS Services
- Planning Services
- Construction Management Services

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

The types of public infrastructure projects which may be assigned include:

Roadway (Transportation, Traffic); access ways; signalization; traffic studies; storm water management; erosion control; coastal management; environmental investigations; water and wastewater; parks and recreation; facilities management; and any other type of project which may be under the purview of the City.

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

SECTION 2 – INSTRUCTION TO RESPONDENTS

- A. The City will accept RFQ responses until **August 15 , 2019 at 2:00 P.M. (CT)** at City Clerk's Office located at City Hall, 4200 Indian Trail Bayou Destin FL. 32541, to provide the City with Qualified Respondents for **RFQ NO. 19-01-PS Engineering and Professional Consulting Services.**
- B. Any responses received after the above stated time and date will NOT be considered. It shall be the sole responsibility of the Respondent to have their RFQ submittal **delivered to City**

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

- C. All RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **August 15, 2019 no later than 2:00 P.M. (CT)**. All Respondents or their representatives are invited to be present. The City Hall Boardroom is located in City Hall, 4200 Indian Bayou Trail Destin, FL. 32541.
- D. Respondents may request information or clarification regarding the RFQ in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. The City will not accept requests for information or clarification that are propounded seven (7) days or fewer prior to the submittal deadline.
- E. If any addendum(s) are issued to this REQUEST FOR QUALIFICATIONS, the City will attempt to notify all prospective respondents. It shall be the responsibility of each Respondent, prior to submitting the RFQ response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFQ response.
- F. **One (1) original, so designated, nine (9) copies (total of ten (10) submissions), and one digital (USB Only) copy** of the RFQ responses shall be submitted in a sealed package clearly marked on the outside "**RFQ NO. 19-01-PS Engineering and Professional Consulting Services**" and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.
- G. Responses shall clearly indicate the legal name, address and telephone number of the Respondent. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Respondent to the submitted RFQ. Respondents must include their Federal I.D. number on their RFQ submittal.
- H. All expenses for making RFQ responses to the City shall be borne by the Respondent.
- I. Responses shall be evaluated by the City's Bid Committee based on all information submitted, ranking of the respondents will be generated according to evaluation criteria listed within this document. The top ranked respondent will be submitted to the City Council for approval.
- J. The Bid Committee shall consist of City of Destin staff members.
- K. A sample draft agreement that the City intends to execute with the successful respondent is attached to this RFQ as Exhibit "B." The City reserves the right to modify any and all contract language prior to execution. The actual scope of services and consulting fees will be negotiated following selection of the top firm(s).
- L. Each Respondent, by submission of an RFQ response, acknowledges that in the event of any legal action challenging the award of a RFQ; the Respondent's damages, if any, shall be limited to the actual cost of the preparation of the RFQ.
- M. Termination provisions for cause and convenience including manner and basis for settlement are found in Section 6.0 of the sample contract attached as Exhibit "B."

- N. **Contracting With City Employees Or Board/Committee Members:** Any City employee, Board member, Committee member or member of his or her immediate family seeking to Contract with the City shall seek a conflict of interest opinion from the City Manager or their designated representative prior to submittal of a response or application of any type to Contract with the City or as specified in 23 CFR 1.33 and the requirements of 23 CFR 172.7(b)(4). The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

SECTION 3 – RESPONSE SUBMISSION REQUIREMENTS

3.1 SUBMISSION OF RESPONSES

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

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

- B. **Certification and Licenses.** Respondents must include with their responses, copies of all applicable certificates and licensing or business permits and FDOT prequalification letter related to the work specified herein. Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform the indicated types of work indicated below:

Work Types: 3.1 – Minor Highway Design

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

1. Letter of Interest

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

2. Firm's Proposals

- a) Complete and submit Respondent's Qualification Statement, herein.
- b) Describe the Firm and provide a statement of the Respondent's Proposals for performing requested consulting services. Identify the services which

would be completed by your Respondent's staff and those that would be provided by sub-consultants, if any. Identify any sub-consultants you propose to utilize to supplement your Respondent's staff.

- c) If the principal place of business is different than the location specified in the respondent's qualification statement, then Respondent shall specify office location where each project will be managed and produced.

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

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

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

4. Project Approach, demonstrated skill set, and innovative ideas that will be used to address the Scope of Work

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

5. References – Past Performance

Provide a list of two (2) governmental agencies references for similar Professional Services contracts for which the Respondent has completed or are in progress

within the past three (3) years with the following information: 1) name of agency, 2) address, and 3) contact name and telephone number.

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

6. Submittal of General Information and Procurement Forms and Documents

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

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

SECTION 4 – EVALUATION OF RESPONSES

4.1 SUBMISSION OF RESPONSES

A. REQUEST FOR QUALIFICATIONS Requirements

The Bid Committee will review and evaluate all RFQ responses. A sequential ranking of all respondents will be developed. The top ranked respondent will be presented to the City Council for approval. The determination shall be based upon the following criteria and respondents shall provide, as a minimum, the information listed under each criterion. Failure to provide adequate information listed on any criterion may result in rejection of the submittal as non-responsive.

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

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

B. Selection Process

1. The Bid Committee consisting of City staff will review each written submission for compliance with the requirements of the RFQ, including verifying that each Response includes all documents required. In addition, the Bid Committee will ascertain whether the Respondent is qualified to render the required services according to federal and State laws and regulations and the requirements of this RFQ.
2. The Bid Committee will score and rank all responsive Responses based on the requirements of the RFQ to determine a top ranked firm deemed to be the most highly qualified to perform the required service.
3. The Bid Committee forward the top ranked firm to the City Council for final approval. The City Council shall have sole approval authority.
4. After final approval by the City Council, the City Manager or designee will begin negotiations with the top ranked firm on an agreement based on the attached draft contract found in Appendix "B" and developed from this REQUEST FOR QUALIFICATIONS. The City reserves the right to include additional provisions if the inclusion is in the best interest of the City, as determined solely by the City. If an agreement cannot be reached with the top ranked firm, then staff will take the next top ranked respondent to City Council for approval and begin negotiations with next highest ranked firm from the Bid Committee's list until successful negotiations occur, or the firms on the council approved list is exhausted. Assuming the successful negotiation of an agreement, the final contract will be submitted to the City Council for their consideration and approval. The City Council shall have sole approval authority.

SECTION 5 – GENERAL CONDITIONS FOR RESPONDENTS

1. **FAMILIARITY WITH LAWS:** The Respondent is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the Respondent will in no way relieve Respondent of responsibility to adhere to such laws and regulations.
2. **RFQ FORMS:** The Respondent will submit a RFQ on the RFQ forms provided. All RFQ prices, amounts and descriptive information must be legibly entered. The Respondent must state the price and the time of delivery for which they propose to deliver the equipment or service requested. All RFQ forms must be executed and submitted for easy identification. The face of the envelope shall contain the company's name and address, RFQ title, number, RFQ date and time. RFQs not submitted on RFQ forms herein may be rejected. All RFQs are subject to the conditions specified within this solicitation document. RFQs which do not comply with these conditions are subject to rejection.
3. **EXECUTION OF RFQ:** RFQ must contain a manual signature of an authorized representative in the space provided on all affidavits and Response sheets.
4. **RFQ DEADLINE:** It is the Respondent's responsibility to assure that the RFQ is delivered at the proper time and place prior to the RFQ deadline. The City of Destin is not responsible for

the U.S. Mail or private couriers in regards to mail being delivered by a specified time so that a Response can be considered. RFQ's which for any reason are not delivered by the deadline will not be considered. The City reserves the right to consider RFQ's that have been determined, by the City, to be received late due to mishandling by the City after receipt of the RFQ, prior to ranking and selection. Offers by telegram or telephone are not acceptable.

5. RIGHTS OF THE CITY: The City expressly reserves the right to:
 - A. Waive any defect, irregularity or informality in any RFQ or RFQ procedure;
 - B. Reject or cancel any or all RFQ's;
 - C. Reissue the RFQ;
 - D. Extend the RFQ submission deadline time and date;
 - E. Consider and accept an alternate RFQ as provided herein when most advantageous to the City.
6. STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Respondent has:
 - A. Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
 - B. A satisfactory record of performance;
 - C. A satisfactory record of integrity;
 - D. Qualified legally to Contract within the State of Florida and the City;
 - E. Supplied all necessary information in connection with the inquiry concerning responsibility.
7. INTERPRETATIONS: Any questions concerning conditions and specifications should be directed to the authorized personnel identified in the RFQ document in writing no later than seven (7) days prior to the RFQ deadline. Inquiries must reference the date by which the RFQ is to be received.
8. CONFLICT OF INTEREST: The award hereunder is subject to all conflict of interest provisions of the City, Okaloosa County, the State of Florida, and the federal government.
9. SUBCONTRACTING: If a Respondent subcontracts any portion of a Contract for any reason, the Respondent must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The City reserves the right to accept or reject any or all RFQs wherein a subcontractor is named and to make the award to the Respondent, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject a RFQ of any Respondent if the RFQ names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves all rights in order to make a determination as to the foregoing.
10. ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. It is each Respondent's responsibility to check with the City of Destin and immediately secure all addenda before submitting RFQs. Each Respondent shall acknowledge receipt of ALL addenda by notation on the Addenda Acknowledgement form herein and shall adhere to all requirements specified in each addendum prior to submission of the RFQ.

11. ANTITRUST CAUSE OF ACTION: In submitting a RFQ to the City, the Respondent offers and agrees that if the RFQ is accepted, the Respondent will convey, sell, assign or transfer to the City of Destin all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the Finance Department tenders final payment to the Respondent.
12. LEGAL REQUIREMENTS: Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Respondent will in no way be a cause for relief from responsibility.
13. ON PUBLIC ENTITY CRIMES – All Invitations to Bid as defined by Section 287.012(16), Florida Statutes, Requests for Qualifications as defined by Section 287.012(23), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

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

provisions of the contract. Respondent shall not be responsible for negligent acts of the City or its employees.

17. CONTRACT AGREEMENT:

An Agreement outlining the Scope of Services with the intent of accomplishing a timely, cost-effective completion of a given project will be provided. Specific Task Order stipulating the Scope of Work to be provided will be issued after the execution of said Agreement. The Agreement will be based on successful negotiation.

18. FUNDING OUT:

The resultant Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Council for the City of Destin in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

19. PUBLIC RECORDS:

Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Response/bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

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

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

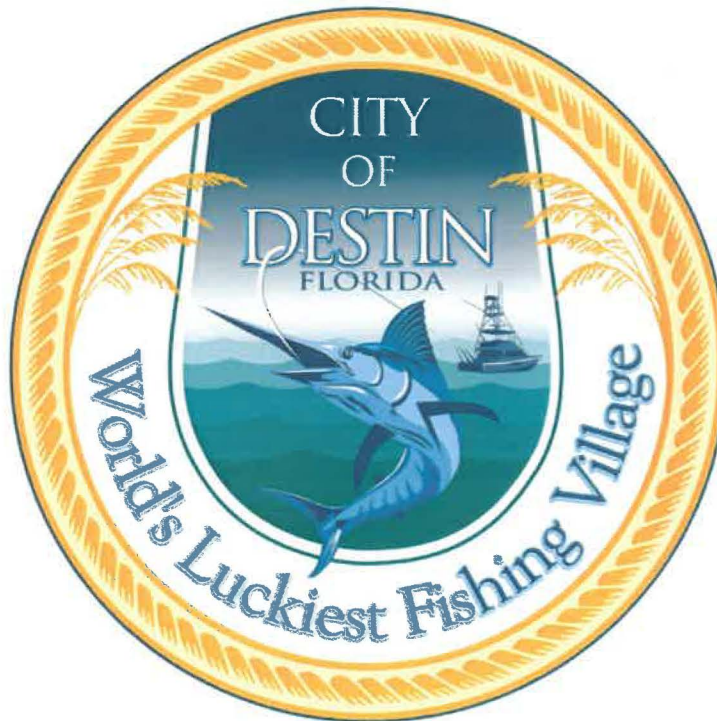
1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that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

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

SECTION 6 – SPECIAL CONDITIONS

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

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





RESPONDENT

ACKNOWLEDGEMENT

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

RFQ Title: ENGINEERING AND PROFESSIONAL
CONSULTING SERVICES

RFQ Number: 19-01-PS

RFQ Received By: **August 15 , 2019, NO LATER THAN 2:00 P.M. (CT)**

RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom, unless specified otherwise, on: **August 15 2019, no later than 2:00 P.M. (CT)** and may not be withdrawn within ninety (90) days after such date and time.

Name of Vendor: _____

Federal I.D. Number: _____

A Corporation of the State of: _____

Area Code: _____ Telephone Number: _____

Area Code: _____ FAX Number: _____

Mailing Address: _____

City/State/Zip: _____

Vendor Mailing Date: _____

Authorized Signature

Name Typed



RESPONDENT'S QUALIFICATION STATEMENT

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

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

	<u>Check One</u>	
Submitted By:	Corporation	☐
Name: _____	Partnership	☐
Address: _____	Individual	☐
City, State, Zip: _____	Other	☐
Telephone No.: _____		
Fax No.: _____		

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

The correct name of the Respondent is:

The address of the principal place of business is:

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

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

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

a. Date of organization: _____

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

c. State whether general or limited partnership: _____

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

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

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

Under what other former names has your organization operated?

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

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

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

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

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

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

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

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

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

Revenue Index Number

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

15. Bank References:

Bank	Address	Telephone

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

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

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

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

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

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

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

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

(Signed) _____

(Title) _____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

Notary Public (Signature)

My Commission Expires: _____

A D D E N D A

**CITY OF DESTIN
FLORIDA**

**RFQ TITLE: ENGINEERING AND PROFESSIONAL
CONSULTING SERVICES**

RESPONDENT: _____

DATE SUBMITTED: _____

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

Having studied the documents prepared by:

CITY OF DESTIN

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

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

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

CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN"**

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

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

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

2. This sworn statement is submitted by _____

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

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

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

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

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

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power

to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

(Signature)

Date: _____

STATE OF 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 _____, _____, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN"**

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____ DATE: _____

NAME (TYPED OR PRINTED): _____

TITLE: _____

**CITY OF DESTIN, FLORIDA
REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
“QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN”**

CONFLICT OF INTEREST DISCLOSURE FORM

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

YES _____

NO _____

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

YES _____

NO _____

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

YES _____

NO _____

If YES, please describe:

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
“QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN”**

LIABILITY & INDEMNIFICATION FORM

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

CONSULTANT's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Email address

DATE

CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
“QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN”**

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 19-01-PS. - QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR THE CITY OF DESTIN, the undersigned certifies the following:

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

Sincerely,

Name and Title

**ENGINEERING AND PROFESSIONAL CONSULTING SERVICES
SCHEDULE OF SUB-CONTRACTORS**

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

<u>Name of Sub- Consultant</u>	<u>Address of Sub- Consultant</u>	<u>License No.:</u>	<u>Task</u>	

Signature _____
Date: _____

Title/Company _____

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

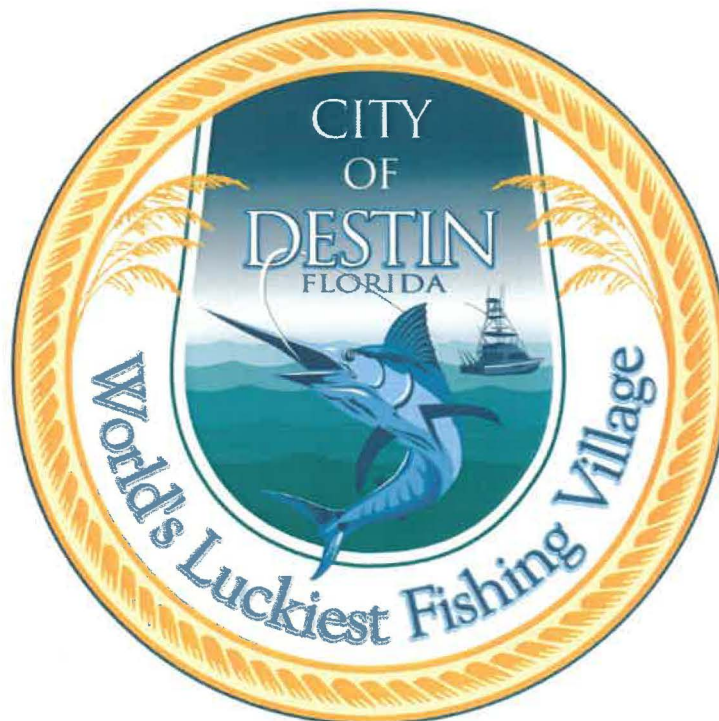
APPENDIX “B”

THE DOCUMENT

BEHIND THIS PAGE

IS THE SAMPLE

CONTRACT



CITY OF DESTIN, FLORIDA

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

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

WHEREAS, the CITY desires to engage the CONSULTANT to provide continuing general professional consulting engineering services; and

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

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

TERMS AND CONDITIONS OF AGREEMENT BETWEEN CITY AND CONSULTANT

ARTICLE 1 CONSULTANT'S RESPONSIBILITIES

1.1 CONSULTANT'S SERVICES

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

ARTICLE 2 CONSULTANT'S SERVICES

2.1 In accordance with REQUEST FOR QUALIFICATIONS NO. 19-01-PS ("RFQ") which is hereby incorporated into this Agreement and attached hereto as Exhibit "A", CONSULTANT shall provide services including but not limited to: studies, surveys; design; preparation of plans, specifications and contract documents; conducting public information meetings, preparation of cost estimates; obtaining necessary federal, state and local governmental agency permits (fees to be provided by the City); construction inspections, construction management; contract administration; project completion certifications and as-built surveys as may be required; presentations to the City Council, appointed boards, and the general public; right-of-way identification, appraisal and assistance in acquisition; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding or as directed by the City Manager or his designee (hereinafter referred to as "Consultant's services").

ARTICLE 3 CONSULTANT'S COMPENSATION

3.1 CONSULTANT shall be compensated in accordance with the Fee Schedule attached hereto as Exhibit "B".

3.2 CITY'S obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the CITY'S City Council of legally available funds for the purposes set forth in this Agreement. All payments upon Agreement are contingent upon the CONSULTANT'S Work being acceptable to the CITY. For satisfactory completion and acceptance of the Work, the CITY agrees to pay the CONSULTANT in accordance with the CITY'S Purchasing Policies.

3.3 Increases in the CONSULTANT's Fee Schedule, attached as Exhibit "B", may occur annually starting one year after contract execution. The increase must be requested in writing by the CONSULTANT. The annual rate of increase shall not exceed three percent (3%) and shall be based on actual salary increases to employees of the CONSULTANT. The CONSULTANT shall provide documentation of salary changes upon request by the CITY. Upon CITY review and approval, the CITY shall issue a letter of approval signed by the City Manager or his or her designee.

ARTICLE 4 CITY'S RESPONSIBILITIES

4.1 CITY SERVICES

4.1.1 The CITY shall designate a representative authorized to act on the CITY'S behalf as the CONSULTANT'S contact. The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services. All information and document submittals shall be made directly to this individual.

4.1.2 The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the City and of use to the CONSULTANT in performing the CONSULTANT'S services.

- 4.1.3 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the CONSULTANT'S work products.

ARTICLE 5 OWNERSHIP AND USE OF DOCUMENTS

- 5.1 The documents prepared by the CONSULTANT pursuant to this Agreement are instruments of the CONSULTANT'S service for use solely with respect to this Agreement.

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

ARTICLE 6 TERMINATION, SUSPENSION OR ABANDONMENT

- 6.1 This Agreement may be terminated by the CITY upon not less than ten (10) days written notice should the CONSULTANT fail substantially to perform in accordance with the terms of this Agreement through no fault of the CITY.
- 6.2 This Agreement may be terminated by either party for any reason upon not less than thirty (30) days written notice.
- 6.3 The CITY may suspend an open task order upon not less than ten (10) days written notice.
- 6.4 If the CITY fails to make payment, within the forty-five (45) days of invoice approval permitted under Florida Statutes, when due the CONSULTANT for services and expenses, the CONSULTANT may, upon seven days written notice to the CITY, suspend performance of services under this Agreement. Unless the CONSULTANT receives payment in full within fifteen (15) days of the date of the notice, the suspension shall take effect without further notice.
- 6.5 In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with reimbursable expenses.

ARTICLE 7 NOTICES

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

CITY OF DESTIN

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

CONSULTANT

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

ARTICLE 8
INSURANCE REQUIREMENTS

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

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

ARTICLE 9 SOVEREIGN IMMUNITY

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

ARTICLE 10 INDEMNIFICATION

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

ARTICLE 11 MISCELLANEOUS PROVISIONS

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

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

must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

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

CITY:

CONSULTANT:

Lance Johnson
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:

Print Name:

Kyle Bauman
City Attorney

EXHIBITS

- A. Request for Proposal No. 19-01-PS
- B. Fee Schedule
- C. Certificates of Insurance

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 16, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Michael Burgess, Public Services Director

DATE: 09/10/2019

SUBJECT: Authorization to renew FDOT Right-of-Way Maintenance Agreement with Ferrovial Services Infrastructure, Inc.

I. BACKGROUND: Contract for the Florida Department of Transportation (FDOT) Right-of-Way (ROW) Landscape Maintenance within the Destin City Limits with Ferrovial Services Infrastructure, Inc.

II. DISCUSSION: Ferrovial Services Infrastructure, Inc. is currently contracted by the FDOT to provide landscape maintenance of the FDOT ROW's located within the Destin City Limits (Highway 98 corridor). For many years the City has desired the plant materials, supporting infrastructure (irrigation) and maintenance performed in these ROWs to be of a higher caliber than is required by the FDOT contract, therefore; the City has entered into a contract with Ferrovial assuming the responsibility for maintaining the FDOT ROW's within the City limits. Over the past several years the City has made substantial investments in upgrades to the medians within the City limits. In return for the City providing these services, Ferrovial reimburses the City for a portion of the costs incurred to provide these services in the amount of \$21,163.32 in equal quarterly payments. The City, in turn, has contracted with Gulf Coast Environmental Contractors, Inc. to provide the routine enhanced landscape maintenance in the FDOT ROW's located within the Destin City Limits.

A. Link to Strategic Goals / Objectives: From FY20-FY24 Strategic Goal Table

Goal #2: A Green and Sustainable Environment

Goal #6: Effective, Efficient and Aesthetically Pleasing Infrastructure

B. Effect on Budget (EOB): Ferrovia will reimburse the City \$21,163.32 in accordance with the contract to help offset the Gulf Coast Environmental Contractors, Inc. costs to provide the enhanced level of service.

C. Level of Service (LOS): Allows for a higher caliber of plant materials and maintenance in the Highway 98 corridor ROW's located within the Destin City Limits.

III. CONCLUSION: The City has made a substantial investment in upgrading the Hwy. 98 medians. Council has historically desired Destin's portion of the Highway 98 corridor to be maintained at a higher caliber than is normally provided by the FDOT and has made substantial investment to make improvements. Renewal of the contract with Ferrovia will continue to give the City the ability to provide a more aesthetically pleasing driving experience for our residents and visitors as they travel the Highway 98 corridor.

IV. RECOMMENDED MOTION: I move that Council adopt Resolution 19-17, and authorize the City Manager to execute the contract.

Attachments:

1. Ferrovia Contract 2019 2020
2. 19-20 Ferrovia FDOT ROW Resolution



FERROVIAL SERVICES INFRASTRUCTURE, INC. ("Ferrovial")

MASTER CONTRACT

CONTRACT No.: 4600003460

This Master Contract ("Contract") is between the City of Destin, with a principal place of business at 4200 Indian Bayou Trail, Destin, FL 32541 ("Contractor"), & Ferrovial Services Infrastructure, Inc. ("Ferrovial") effective as of 8/1/2019 (the "Effective Date").

1. **Scope of the Contract.** The Contract sets forth the terms and conditions for the following work:

Right of Way Maintenance within Destin City Limits.

2. **Background.** Right of Way Maintenance, City of Destin in Okaloosa County to be performed from August 1, 2019 through July 31, 2020.

3. **Documents.** The Contract consists of the following documents:

- a. Master Contract
- b. Attachment A: General Contract Terms and Conditions Level I
- c. Attachment B: Scope of Work, including Special Provisions
- d. Attachment C: Contractor's Request for Proposal Response and Quotation
- e. Attachment D: Deliverables, Milestones and Payment Schedule
- f. Attachment E: Change Order Form
- g. Attachment F: Lane Closure Restrictions
- h. Attachment G: MBE/WBE/DBE/HUB Business
- i. Attachment H: Equipment Certification
- j. Attachment I: FDOT Contract Requirements

These parts will be read as one document, the contents of which, in the event and to the extent of conflict between the parts, will be given precedence in the order above, except that Attachment B shall have precedence over Attachment A.

4. **Term of Contract.** This Contract shall continue in effect for one (1) year from the Effective Date, unless terminated in accordance with the provisions of this Contract.
5. **Notice.** Any correspondence or notice given by either party to the other is served, if delivered in person or if deposited in the mail, properly stamped, and addressed as shown below. Notices may be addressed as follows:

If to Contractor:	If to Ferrovial:
Attn:	Attn: Jessi Allen
	3050 Copter Road
	Pensacola, FL 32514
Phone:	
Email:	Jessi.Allen@ferrovialservices.com
With Copy to:	With Copy to: Justin Whipple
	Justin.Whipple@ferrovialservices.com

6. **Entire Agreement.** This Contract and the Attachments hereto, shall constitute the entire agreement between the parties hereto with respect to the subject matter of this Contract and supersedes any and all previous agreements between the parties, whether written or oral, with respect to its subject matter. All negotiations, representations, warranties and agreements made between the parties are merged herein; and the making, execution, and delivery of this Contract by the parties has not been induced by any representations, statements, warranties, or agreements that are not expressed fully herein. Neither of the parties shall be bound by any conditions, definitions, warranties, or representations with respect to the subject matter of this Contract unless expressly provided in this Contract. No term or provision of this Contract may be varied or modified by any prior or subsequent statement, conduct, or act of either of the

parties, provided that hereafter the parties hereto may amend this Contract by written instrument specifically referring to, and executed in the same manner as, this Contract.

7. **Authority.** This Contract shall be binding on and shall inure to the benefit of the parties hereto and their heirs, personal representatives, successors, and assigns (as the case may be), except as otherwise provided for herein. A corporate officer signing this document on behalf of the Contractor warrants that he/she has full authority to sign this document.

In witness whereof, the parties have caused this Master Contract to be signed effective as of the Effective Date above.

CONTRACTOR:

City of Destin

FERROVIAL SERVICES INFRASTRUCTURE, INC.

PRINT NAME

PRINT NAME

TITLE

TITLE

SIGNATURE/DATE

SIGNATURE/DATE

ATTACHMENT A

GENERAL CONTRACT TERMS AND CONDITIONS

LEVEL I

A. PERFORMANCE OF WORK

1. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor with respect to the work supplied by Contractor for Ferrovial, and neither Contractor nor anyone used or employed by Contractor shall be deemed for any purpose to be an agent or employee of Ferrovial. Ferrovial shall have no direction or control over of Contractor or its employees except in the results to be obtained from the work. Contractor shall be solely responsible for the withholding or payment of all Federal, State and local Personal Income Taxes, Social Security, Unemployment and Sickness Disability Insurance and other payroll taxes with respect to its employees, including contributions from them when as and required by law.
2. **BACKGROUND:** This work shall consist of right of way maintenance along roadways managed by Ferrovial Services and outlined in the scope in Attachment B. This work shall be performed during the period of August 1, 2020 through July 31, 2020.
3. **STANDARD OF CARE:** The Contractor shall perform the work or provide the goods and/or services specified in this Contract in accordance with all generally accepted industry standards and practices, in a workmanlike manner and in full compliance with all terms and conditions of this Contract.
4. **DEFINITIONS:**
FLORIDA DEPARTMENT OF TRANSPORTATION is hereinafter referred to as FDOT or DOT.
5. **WORK PROGRESS:** Contractor agrees to perform the work identified in the Scope of Work, Attachment B, as provided for in Contractor's Request for Proposal Response and Quotation, Attachment C. Contractor agrees to meet the deliverables and deadlines as defined in Attachment D to this Contract. In the event work is not completed and fully accepted by the due date, liquidated damages as further defined in this Contract shall apply. The Contractor shall perform work in a continuous and expeditious manner. Failure to do so may constitute unsatisfactory progress.
6. **EXAMINATION OF WORK SITE AND CONTRACT DOCUMENTS:** It is the Contractor's responsibility to examine the site of the work and all documents comprising the Contract before submitting a bid. The submission of a bid and execution of this Contract will be considered evidence that the Contractor has inspected and is aware of all conditions which could affect the work, understands the meaning and intent of the contract documents, and has included appropriate amounts in its bid to cover the cost of the prescribed work. All manuals, specifications, standards and related written materials referenced in this contract are available for review and copying at Ferrovial's offices.
7. **LABOR, MATERIALS AND EQUIPMENT:** The Contractor shall furnish all labor, materials, equipment, machinery, supplies, equipment, tools, appliances, transportation, fuel, power/energy, supervision, traffic barriers, traffic control, including Law Enforcement supports, incidentals, and any other items or incidentals as required to start-up and complete full performance of the Scope of Work. Contractor is responsible for all mobilizations and demobilizations required for the project.
8. **COORDINATION OF WORK:** The Contractor shall coordinate work activities with any others which may be underway in the vicinity of the work site(s). The Contractor may, for the purpose of coordination, request a meeting with any other party responsible for such activities. The Contractor shall attend any and all meetings when requested to do so by Ferrovial. Contractor shall be required to

participate in meetings between Ferrovial and FDOT concerning matters pertaining to Contractor, its work or the coordination of its work with other contractors, provided that all direction to such Contractor shall be provided by Ferrovial, and provided further that nothing in this Section shall limit authority of FDOT to give such direction or take such action as in its opinion is necessary to remove an immediate and present threat to the safety of life or property.

9. **WORK SCHEDULE:** Work shall be performed as designated in Scope of Work, unless otherwise approved by the Ferrovial Project Manager. The Contractor shall schedule work to minimize inconvenience to the users of the highway. No work shall be performed when the visibility is less than 1500 feet without the written approval of Ferrovial.
10. **TIME ADJUSTMENTS:** An extension of the Contract or Work Order time may be allowed when a major item of work is delayed for reasons beyond the control of the Contractor. The Contractor is not entitled to additional compensation as a result of such an extension. Extensions will not be granted for foreseeable delays or delays caused by the Contractor.
11. **CONTRACTOR'S PERSONNEL:** The Contractor shall at all times have on the work site, as his/her agent, a competent English-speaking Project Manager and Superintendent capable of thoroughly interpreting the Contract documents and experienced in the type of work being performed. The Project Manager or the Superintendent shall have full authority to perform the work, execute the orders or directions of Ferrovial and to supply promptly any materials, tools, equipment, labor, incidentals, etc. which may be required to perform the work.
12. **CONTRACTOR'S EQUIPMENT:** The Contractor shall have available and in good working order, prior to the start of work under this Contract, all necessary equipment for this work which shall be of sufficient size, type and quantity as selected and supplied, at the sole discretion of the Contractor, to complete the work.

The Contractor's trucks and/or other road-going equipment shall have the company's name prominently and legibly displayed on the truck or equipment.

The Contractor may park equipment within 30 feet of the right-of-way line and the contractor may park equipment on the right-of-way overnight as close to the right-of-way line as possible with prior approval of the Ferrovial Project Manager. Contractor's equipment shall not be parked overnight in the median regardless of the width of the median. The Ferrovial Project Manager shall approve all staging areas on the right-of-way. Contractors choosing to park equipment on right-of-way do so at their sole risk. Neither DOT nor Ferrovial shall be liable for any loss, including but not limited to damage, theft, vandalism, etc.

13. **WAIVER OF CONTRACT TERMS AND CONDITIONS:** Any waiver, or non-enforcement of any contract terms and conditions by Ferrovial shall not constitute approval or be considered as a precedent for the future waiver of the same contract terms and conditions. A waiver of any contract terms and conditions shall not render any other portion of the Contract to be unenforceable by Ferrovial.
14. **DEPARTMENT STANDARDS:** Unless otherwise approved by the Ferrovial Project Manager, work performed and material used under this Contract shall conform to the latest version of all FDOT manuals. Standards, specifications, statewide special specifications, policies, procedures and their addenda, as they may be amended, supplemented or updated. These include, but are not limited to the following:
 - A. Standards and Specifications including all supplemental specifications and special provisions in the specifications workbook.
 - B. Standard Specification for Road and Bridge Construction (in last edition)
 - C. Design Manual
 - D. MUTCD
 - E. Standard Maintenance Special Provisions
 - F. Maintenance Activity Standards
 - G. Workbook of Implemented Modifications in the Standard Specifications
 - H. Qualified Products List

I. The attached Special Provisions

J. Design Standards for Design, Construction, Maintenance and Utility Operations.

B. CONTROL OF WORK

1. **EXECUTION OF CONTRACT:** Contractor shall execute and return the necessary Contract documents within five (5) calendar days of award. No bid award will be considered binding upon Ferrovial until the execution of the Contract by Ferrovial.

Failure of the Contractor to execute and/or provide all required documents within the time limits specified may result in award to another Contractor.

2. **AUTHORITY OF THE PROJECT MANAGER:** The administration of this project for Ferrovial shall be through its Project Manager ("Ferrovial Project Manager"), who may act either directly or through duly authorized representatives. The Ferrovial Project Manager will inspect and evaluate the work of the Contractor for general conformity to the Contract. All work shall be done to the satisfaction of the Ferrovial Project Manager

The Ferrovial Project Manager will decide all questions which may arise as to 1) the quality and acceptability of work performed; 2) the rate of progress of the work; 3) the interpretation of the Contract; and 4) the acceptable fulfillment of the Contract on the part of the Contractor. The Ferrovial Project Manager shall have the authority to alter work priorities in order to address special needs of Ferrovial or to enforce and make effective such decisions and orders as deemed necessary if the Contractor fails to diligently carry out the work in accordance with these Contract documents.

Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Areas that are determined to be unacceptable shall be re-worked by the Contractor at no additional cost to Ferrovial. The Ferrovial Project Manager will use reasonable judgment when evaluating completed work and any decision as to acceptance or rejection will be final.

During the performance of the work, the Ferrovial Project Manager may have the right, but not the obligation to suspend the work, wholly or in part, due to failure of the Contractor to 1) correct conditions unsafe for the workers, or the general public 2) for failure to carry out provisions of this Contract 3) failure of the Contractor to suspend operations due to unsuitable weather 4) and other conditions or reasons deemed to be in the public's interest. Suspension of work under this provision shall not be grounds for additional compensation to the Contractor.

Ferrovial reserves the right to perform any type of highway maintenance within the limits of the work, including concurrent work by Ferrovial or other Ferrovial Contractors. Concurrent work may include the type of work noted in these Contract documents.

3. **COMMENCEMENT OF WORK:** The Ferrovial Project Manager will issue a Work Order notifying the Contractor to proceed with the work. The Contractor shall begin work no later than fourteen (14) calendar days after the issue date of the initial Work Order or as otherwise specified in Attachment D. The Contractor shall begin work no later than five (5) calendar days after the issue date of subsequent Work Orders, or as otherwise specified in Attachment D.

If the Contractor begins work prior to the limits noted above, Work Order completion time will begin to accrue when the Contractor begins work.

The Ferrovial Project Manager will schedule a Pre-Work conference to review the work to be done and the requirements of the Contract prior to issuing the initial Work Order. At the pre-work or earlier, the Contractor shall submit to the Ferrovial Project Manager for review two (2) copies of the Contractor's proposed work plan and methods for performing the required work including a listing of equipment and anticipated personnel.

4. **REPORTING:** Contractor shall provide progress reports to Ferrovial appropriate for the type of work Contractor is performing sufficient to enable Ferrovial to provide reports it is required to furnish. The format and frequency of reports will be agreed upon between Contractor's Project Manager and the Ferrovial Project Manager.
5. **CHANGE ORDERS:** Changes to the work as defined in the Scope of Work will be documented and approved by the following process. Contractor shall prepare a Change Order Form, Attachment E, and submit to the Ferrovial Project Manager for review. If approved, the Ferrovial Project Manager will route internally as required for financial and procurement approvals. The executed Change Order Form will be provided to the Contractor for authorization to proceed. Any resulting changes to the lump sum amount shall be

reflected in an Amendment to the Contract. No changes shall commence without a fully executed Change Order. Ferrovial will not be liable for any costs incurred by Contractor due to unauthorized changes.

6. **LIQUIDATED DAMAGES:** Liquidated damages of \$250/Calendar Day (subject to adjustment, see the Special Provisions) may be charged against the Contractor for each calendar day beyond that provided in the Work Order, in which the work remains incomplete. These charges are not a penalty, but both parties agree, fairly represent the cost of administration, engineering, supervision, inspection, and other Ferrovial expenses related to the Contract.

If the Contractor fails to meet the performance standards identified in the Contract, in addition to the liquidated damages, the Contractor will be responsible for any penalties imposed by DOT on Ferrovial resulting from these failures. In addition, Ferrovial may take steps to have the work corrected. Once the Contractor is notified that Ferrovial is taking corrective action, the Contractor shall refrain from performing work on the item in question unless approved by the Ferrovial Project Manager. The costs associated with these measures will be at the Contractor's sole cost and expense and will be deducted from any monies due the Contractor, if any, or repaid to Ferrovial, by the Contractor, within 20 days.

7. **WORK ACCEPTANCE:** Upon completion of the assigned work, the Contractor will notify the Ferrovial Project Manager or his or her designee that the work is complete and the work quantities and quality were accomplished in accordance with the Contract Work Order. The Work Order will be reviewed and signed by both the Contractor and Ferrovial on the day the work is completed. All completed work will be reviewed to verify quality and quantity, prior to accepting the Contractor's work and signing the Work Order. The Contractor will submit a copy of the signed Work Order with its invoice for payment. The Contractor shall execute the Contract "Close-out and Release Form", as part of final payment procedure, or annual renewal.

The Contractor agrees that Ferrovial's inspection, review, acceptance, approval, or payment for the Contractor's work shall not relieve the Contractor of the Contractor's (or Sub-Contractor's of any tier) sole responsibility for the work, including latent defects in material and/or application, workmanship, use, quality, or Contractor's negligent acts, errors, omissions, or Contractor's improperly performing or improperly failing to perform the work under this contract.

8. **MATERIALS:** All materials shall conform to applicable sections of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (Latest edition), as amended and supplemented, unless otherwise specified in the Special Provisions.

Used, reconditioned, or remanufactured supplies shall not be utilized unless otherwise specified or approved in writing by the Ferrovial Project Manager.

Any and all salvageable materials within the limits of each work site shall be utilized in that work site at no additional cost. If not used, the material becomes the property and responsibility of the Contractor.

9. **TRAFFIC CONTROL:** The Contractor is responsible for work site safety and work zone traffic control. The Contractor shall perform all work, including the operation of equipment, in a manner which will not endanger the life or safety of individuals at the work site or the users of the facility. All traffic control devices shall conform to and be placed in accordance with the requirements of Part VI of the U.S. DOT Manual on Uniform Traffic Control Devices (MUTCD). For operations requiring closure of travel lane(s), Contractor shall comply with the, Worksite Traffic Supervisor, Florida Department of Transportation Standard Index 600 series of the Roadway & Traffic Design Standards, latest edition.

Ferrovial will fully enforce all Traffic control provisions; no deviations from the manual are expected or will be permitted unless otherwise approved in writing by the Ferrovial Project Manager.

The Contractor shall furnish any traffic control devices, including law enforcement supports when required, and temporary sign panels, necessary to perform this work and shall be responsible for their cost, placement, proper maintenance, and removal.

In addition to mainline signing, proper signs shall be displayed on all affected ramps prior to the start of operations in interchange areas.

For Work Orders requiring maintenance of traffic, the Contractor shall submit to the Ferrovial Project Manager for review, prior to beginning work, two (2) copies of their proposed traffic and safety plan. The Contractor's safety and traffic plan shall show the proposed methods of ensuring safety and minimum interference with the normal flow of traffic. Submission of the Contractor's safety and traffic plan(s) shall not relieve the Contractor of its sole responsibility and/or liability for injury to persons or damage to property caused by or attributed to the Contractor.

Any necessary mainline, primary, and/or, service road, lane and/or ramp/interchange/intersection closures must be requested by Contractor and approved by the Ferrovial Project Manager at **least two weeks** prior to the closure.

C. OTHER REQUIREMENTS

1. **CONTRACTOR REGISTRATION:** The Contractor must furnish Ferrovial proof of authorization to do business in the State and where required of licensure in any political jurisdictions in which the work is to be performed. Any required profession or trade license shall also be required.
2. **LAW AND VENUE:** The Contractor shall comply with all applicable Federal, State and Local statutes, laws, ordinances, rules and regulations. This Contract shall be construed under the laws of the State of Florida. The venue of any judicial proceeding arising from this Contract shall be Okaloosa County, Florida. The Contractor waives any and all defenses to a change of venue based upon forum non convenience or any other procedural theory.
3. **PERMITS, FEES AND NOTIFICATIONS:** The Contractor shall secure and pay fees associated with all permits required to perform the work. The Contractor will properly display, at or near the worksite, all required permits.
4. **PRESERVATION OF PROPERTY:** The Contractor shall exercise care to avoid damage to all public and private property and facilities. Any damage to property shall immediately be restored to the previously existing condition. Ferrovial shall make no payment for such restorative work.

Damage to essential signs (stop, yield, one-way, etc.) shall be reported immediately. Ferrovial will repair essential signs at the Contractor's expense. Should any non-essential sign suffer damage, the Ferrovial Project Manager, or designated representative, shall be notified no later than the end of that workday.

The Contractor may repair or replace damaged non-essential signs; delineators, etc. within 7 days if approved by the Ferrovial Project Manager, or Ferrovial may repair or replace damaged non-essential signs, delineators, etc. at the Contractor's expense. The Contractor shall take care not to damage wildflower plantings, planted trees or shrubs. The Contractor shall replant or replace, at the Contractor's expense any damage to such plantings.

The Contractor shall use suitable precautions to prevent damage to underground and overhead structures and signs, including but not limited to: pipes, conduits, poles, wires, cables, roadway signs, delineators, fence, guardrail, land monuments, etc.

5. **UTILITIES:** The Contractor shall be responsible for the maintenance, protection and continuance of service for any utilities encountered in the performance of their work within the project limits for the duration of the Contract.

The Contractor shall notify SUNSHINE ONE CALL prior to digging within the right of way which could be affected by the work in accordance with the Underground Utility Damage Prevention Act, and all other applicable rules, laws and regulations.

6. **INDEMNITY:** To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Florida Department of Transportation (FDOT) and Ferrovial, its agents and employees from and against all injuries, claims, damages, losses and expenses, including but not limited to attorney's fees, arising directly or indirectly out of the obligations herein undertaken or resulting out of operations conducted by the Contractor, the Contractor's Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such injury, claim, damage, loss or expenses is caused in part, by a party indemnified hereunder, except claims or litigation caused by or resulting from the sole negligence of the party indemnified hereunder.

The parties agree that 1% of the total compensation to the Contractor is the specific consideration from Ferrovial for the Contractor's indemnity agreement and the parties further agree that 1% is included in the contract amount.

7. **INSURANCE REQUIREMENTS:** Without any way limiting contractor's liability under this Contract, the Contractor, prior to execution of the Contract by Ferrovial, shall furnish evidence to Ferrovial that the Contractor has in force during the duration of the Contract the types and amounts of insurance noted below. Failure of the Contractor to continuously maintain all required insurance in force for the duration of the Contract shall be grounds for Contract termination. All insurance must be provided by companies authorized to do business in the State of Florida and with an A.M Best "rating" of A.

GENERAL LIABILITY: The Contractor shall have Commercial General Liability Insurance. The limits of coverage shall be no less than \$1,000,000. DOT and Ferrovial is to be named additional insured with respect to General Liability Coverage.

WORKER'S COMPENSATION: The Contractor shall have Worker's Compensation and Employers Liability Insurance in accordance with

the laws of the State of Florida in amounts and limits required under State law, sufficient to secure the benefits of the Florida Worker's Compensation Law for all Contractor's employees as required by Statute. The Contractor shall ensure that the employees of all sub-contractors of any tier are covered by Worker's Compensation Insurance, in accordance with the Laws of the State of Florida.

A certified copy of the Contractor's current Workers Compensation Insurance Experience Modification Factor (EMF) shall be submitted to Ferrovia along with proof of insurance.

VEHICLE LIABILITY: The Contractor shall have vehicle liability insurance with limits of coverage shall be no less than \$500,000 Combined Single Limit. FDOT and Ferrovia are to be named as additional insurance with respect to vehicle liability coverage. The Contractor shall ensure its vehicles are properly registered in Florida, if applicable.

All policies shall contain waiver of subrogation clause in favor of Ferrovia and DOT.

The policy shall provide for "following form" under the Contractor's primary insurance coverage.

The Certificate of Insurance shall provide that the coverage evidenced therein may not be cancelled or materially changed without at least 30 days written notice in advance to Ferrovia.

8. **SAFETY AND HEALTH STANDARDS:** The Contractor shall have in effect a formal, documented safety program which meets or exceeds the Federal Occupational Safety and Health Act (OSHA) regulations and/or Florida State specifications, whichever is more restrictive.

Each vehicle involved in the operations (including those vehicles used for supervision) shall be equipped with a rotating or high intensity amber strobe light, visible from all directions. These lights shall be used only when required in the course of the work and shall not be used when traveling to and from the job site.

The Contractor shall perform all work, including the operation of equipment, in a manner which will not endanger the health, life or safety of individuals at the work site or the users of the highway facility. The Contractor shall also comply with applicable sections of OSHA regulations and Department of Transportation Accident Prevention Procedures Handbook (latest edition). In circumstances of conflict with the Federal Safety and Health Standards, the more restrictive requirements will apply.

While working on Ferrovia projects, the Contractor's employees and Subcontractor's employees of any tier, including supervisory employees, shall wear, as a minimum, American National Standards Institute (ANSI) Z 89.1 approved hard hats, approved reflective vests or equivalent high visibility (and reflective if working after dark) clothing, and if appropriate, ANSI Z 41.1991 approved footwear. Contractor shall also use any other appropriate personal protective equipment which may be required for specific tasks.

Ferrovia Mandatory Safety Rules (MSR's) are as follows:

- Always verify and tag or lock all energy isolations
- Never remove another person's Danger Tag or Personal Lock without written authorization
- Always operate equipment and machinery within defined limits
- Never begin a skilled task or operate equipment and machinery unless qualified
- Always obtain authorization before entering a confined space
- Always protect against falling where you can fall more than 6 feet/ 2 meters
- Never work or travel under a suspended load
- Always wear seatbelts when a vehicle is in motion
- Never consume or be under the influence of alcohol or illicit drugs while at work
- Always wear proper safety gear
- Always safety plan the work

The MSR's are a requirement of this Contract and Contractor agrees that it, its employees, agents, and subcontractors will abide by each of these MSR's. Contractor agrees that these MSR's will be included and made part of each and every subcontract for work performed under this Contract. Contractor further agrees that any breach of the MSR's, subject to the findings of an investigation by Ferrovia, may result in a default and termination by Ferrovia of this Contract, at the sole discretion of Ferrovia. Contractor agrees to cooperate with, and participate in Ferrovia's investigation of any breach or alleged breach of these MSR's and to promptly report any breach or alleged breach of these MSR's to Ferrovia Project/Contract Manager. Any questions regarding these MSR's should be directed to the Ferrovia Project/Contract Manager.

9. ENVIRONMENTAL, EROSION AND SEDIMENT CONTROL REGULATIONS: The Contractor shall be aware of and conform to all Federal, State and Local statutes, laws, rules, regulations and requirements concerning environmental permits and erosion and sediment plans and the proper construction of same. The Contractor shall be especially aware of the following requirements:

- A. Discharges of any kind into waters, wetlands, or floodplains are not permitted, unless those discharges are properly permitted or certified to meet water quality standards.
- B. Discharges of lead based paint into the atmosphere or onto the ground are not permitted. A waste removal system certified by an Industrial Hygienist shall be utilized. This is required in the *Environmental Protection and Disposal of Material* payment items if included in the Special Provisions.
- C. Silt fencing shall be erected as required around all areas prior to where the land will be disturbed.
- D. Check dams, sediment basins, and/or hay bale filters as required are to be utilized to prevent silt and sediment from leaving the work area.
- E. Disturbed areas shall be restored as soon as possible.
- F. Containment or collection systems are required, when performing any concrete work over water.
- G. Additional actions may be necessary depending on the extent of work, weather and local conditions.
- H. Proper manifests and/or receipts from certified landfills shall be submitted for all waste materials removed from the site.
- I. When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants, such operations shall be discontinued in the vicinity of the abnormal condition and Ferrovia shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; vapors; asbestos; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

If the need for any remediation of the work site becomes apparent while the contract work is underway and such work items are not specifically included in the Special Provisions, the Contractor shall immediately notify Ferrovia. Ferrovia may solicit a price, and if accepted, issue a Supplemental Agreement prior to commencement of needed remediation work.

9. ASSIGNMENT: The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract, in whole or in part, or of any right, title or interest therein without the express written authorization from Ferrovia.

10. KEY PERSONNEL: The Contractor shall provide a list of Key Personnel who will oversee performance of the work, including but not limited to a Project Manager, Superintendent, Supervisors, and Safety Manager. The Key Personnel list shall contain phone numbers, fax numbers, cell phone number and pager numbers. This list may also be provided to DOT, as appropriate.

11. WARRANTY:

- A. With respect to goods furnished, including fabricated goods, under the Contract, Contractor warrants that the goods will: (i) strictly conform to the drawings, specifications, and sample (if any), and other requirements provided by Ferrovia to Contractor; (ii) conform with all applicable laws, ordinances, codes and regulations; (iii) be free from defects in materials, performance, operation, and workmanship for a period of ____ years after delivery and installation of the goods.
- B. With respect to services provided under this Contract, Contractor warrants and agrees that: (i) Contractor's work will meet all specifications and drawings provided by Ferrovia to Contractor; (ii) Contractor possesses all necessary expertise to perform the work in compliance with all applicable standards and other requirements, whether express or implied by law; (iv) the work will be performed in accordance with this Contract and all applicable laws, statutes, ordinances, regulations, rules, standards (government and industry), and codes (government and industry); and (iv) the work will be free from defects for a period of ____ years after performance.

- C. Upon notice by Ferrovia of a warranty claim, Contractor will promptly repair, replace or resupply the work in question (including removal, re-fabrication, reinstallation, access, shipping, labor costs, etc.) at no cost to Ferrovia. If Contractor fails after reasonable notice to proceed promptly and complete the repair, replacement or resupply of the defective work, Ferrovia may repair, resupply or replace the work and charge all related costs to Contractor without voiding the warranties herein, and without Ferrovia waiving any other rights or remedies it may have under this Contract. Such costs will be payable by Contractor to Ferrovia on demand.

13. COMMUNICATION WITH FDOT: Neither the Contractor nor any of its representatives may communicate directly with DOT or any of its employees, agents or representatives regarding the work, without the prior written approval of Ferrovia. All contact, communication and dealings with DOT and its employees, agents or representatives by the Contractor shall be solely through Ferrovia or its designated representative. The Contractor will utilize its best efforts to refer inadvertent inquiries from DOT to Ferrovia.

14. TERMINATION OR SUSPENSION: Ferrovia reserves the right to terminate or suspend the Contract, in whole or in part, because of unsatisfactory work, work progress, non-responsiveness, unsafe conditions, failure to comply with Contract provisions, for convenience of Ferrovia, due to termination by convenience, due to a Force Majeure Event, or FDOT default or when it is deemed in the best interests of Ferrovia. In any such termination event, Contractor agrees to hold harmless Ferrovia and FDOT from any liability for Contractor's indirect or consequential loss, lost profits and/or business opportunity.

Ferrovia may terminate the Contract (with written notice and time to cure), should the Contractor fail to perform. Ferrovia may award the work to another subcontractor without notice if the work is of an urgent nature. Ferrovia's use of other subcontractors to complete the contracted work may result in Ferrovia back-charging the Contractor.

The Contractor may terminate the contract only for non-payment, with fifteen (15) day Notice to Cure, provided there is no dispute of the amount due the Contractor.

15. CONTRACTOR LIENS: All liens, claims, and charges against Ferrovia shall not attach to any interest of DOT's Transportation Facilities.

16. ANTI-DISCRIMINATION CLAUSE: The Contractor shall (1) comply with all federal and state statutes, local laws, rules, regulations and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, gender, national origin, age, disability or other protected categories in the performance of work under this Contract; and (2) shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials.

17. MINIMUM WAGE: The Contractor shall affirm that all its employees, contract labor and subcontractor employees of any tier will be paid not less than the State/Federal Minimum Wage set forth in 29 CFR paragraph 206; and/or if applicable the current Davis-Bacon Act or Service Contract Act Wages (and benefits).

18. NOTIFICATION OF CRIME CONVICTION: The Contractor shall notify Ferrovia within thirty (30) days after conviction of a violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract ("Contract Crime") applicable to any of its officers, directors, executives, shareholders active in management, employees or agents of its affiliates as further provided for in Section 287.117 F.S.

19. COMPLIANCE WITH LAWS:

- A. The Contractor agrees that it shall make no statements, press or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, during the period of the Contract, without first notifying the Ferrovia Project Manager and receiving written consent. The Contractor also agrees that it shall not publish, copyright or patent any of the ideas, or data developed under this Contract, it being understood that such ideas, data or information is a "work for hire" and the property of the FDOT and/or Ferrovia.
- B. The Contractor agrees that it and its employees shall be bound by the standards of conduct provided in applicable Florida Statutes as they relate to work performed under this Contract. The Contractor further covenants and agrees that if the Contractor employs a former state employee, the Contractor shall require that strict adherence by the former state employee to Florida Statutes, is a condition of employment for said former state employee. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this

Contract.

- C. Ferrovia shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract.

20. CONTRACTOR STANDING: Contractor must declare in writing, if Contractor, a sub-consultant, or any person associated therewith in the capacity of owner, partner, director, officer or any position involving the administration of federal funds:

- A. Is currently under suspicion, debarment, voluntary exclusion or determination of ineligibility by any federal agency.
- B. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.
- C. Does have a proposed debarment pending; or has been indicted, convicted or had a civil judgment rendered against it, or them by a court of competent jurisdiction in any matter involving fraud, or official misconduct in the past three years.

Any of the above conditions will not necessarily result in denial of award, but will be considered in determining offer or responsibility. For any condition noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

21. PROFESSIONAL ETHICS: Any person who is employed by Contractor and is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state licensing laws or rules shall submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, F.S. and the state licensing law applicable to that licensee. The complaint shall be confidential. Any confidential information submitted to the Department of Business and Professional Regulation shall remain confidential pursuant to Chapter 455, F.S. and applicable state law.

22. PUBLIC RECORDS: IF 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. Specifically, the CONTRACTOR must:

- i. 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.
- ii. 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 Contractor does not transfer the records to the public agency.
- iii. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. 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.

23. DEPARTMENT SUCCESSION: This contract is fully assignable to DOT, including the benefit of all Contractor warranties, indemnities, guarantees, and professional responsibilities. Should this contract be assigned to DOT then the Contractor agrees that:

- A. It will maintain usual and customary books and records for the type and scope of operations of business in which it is engaged (e.g., constructor, service provider).
- B. It will permit audit by Ferrovia and provide progress reports to Ferrovia appropriate for the type of subcontract it is performing sufficient to enable Ferrovia to provide the reports it is required to furnish DOT.
- C. It will allow DOT to assume the benefit of Ferrovia's subcontract rights and the work performed thereunder with liability only for those remaining obligations accruing after the date of assumption.

24. CONFIDENTIALITY: In connection with the work provided under this Contract, one party may disclose ("Disclosing Party") to the other party ("Receiving Party"), either orally, in writing, or by inspection, certain information related to Disclosing Party's business,

operations, or future business that is either non-public, confidential, proprietary in nature and which could facilitate the work ("Confidential Information"). The parties agree as follows:

- A. The disclosure of any Confidential Information has been and will be solely for performing the work. The Receiving Party agrees that it will keep the Confidential Information confidential and will not, without the prior written consent of the Disclosing Party, disclose the Information to any other third party. Neither the Receiving Party nor any of its Representatives (defined herein) will use the Confidential Information for any purpose other than in performance of the work, except that the Receiving Party may disclosure Confidential Information solely to its employees, directors, officers, attorneys, accountants and financial advisors ("Representatives") as are necessary to perform the work, and only provided that such Representatives are informed of the and agree to abide by the terms of this Contract. The Receiving Party will be responsible for any violations of this Contract by their Representatives and shall use its best efforts to restrain their Representatives from unauthorized use or disclosure of the Confidential Information. Confidential Information shall not apply to information which (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party or its Representatives in breach of this Contract; or (ii) is or becomes available to the Receiving Party on a non-confidential basis from another source not bound by duty of nondisclosure to Disclosing Party with respect to such information.
- B. All Confidential Information furnished by Disclosing Party shall remain the property of the Disclosing Party. Following completion of the work, or at any time upon request, the Receiving Party will either destroy or return the Confidential Information and all portions or copies, notations, extracts and summaries or analyses thereof, whether they include or are based on the Confidential Information; provided that the Receiving Party may retain its own documents to evidence compliance with policies and due diligence. The Receiving Party shall, at the Disclosing Party's request, certify in writing that it has complied with such request.
- C. Notwithstanding the provisions of this Section, in the event the Receiving Party or its Representatives becomes compelled by applicable law, or any applicable government or regulatory body to disclose any of the Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice thereof and the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Contract. In the event such protective order is not obtained, or the Disclosing party waives compliance with the provisions of this Contract, the Receiving Party will provide only that portion of the Confidential Information which is legally required and will cooperate to obtain confidential treatment for such Confidential Information disclosed.

25. RECORDS RETENTION AND AUDIT: Contractor shall maintain books, records, documents and other evidence of procedures and practices which sufficiently and properly reflect all costs and performance of work under this Contract, including financial records, personnel records, policies, training records, drug test results, change order files, etc., related to the performance of work and to Contractor's compliance with the terms and conditions of this Contract. Such records shall be maintained for a period of five (5) years after the expiration or termination of this Contract. All such records shall be subject at reasonable times and upon prior notice, to examination, inspection, copying, or audit by personnel authorized by Ferrovial or FDOT. Delivery of and access to such documents shall be at no cost to Ferrovial. Contractor shall be responsible for any audit exceptions or disallowed costs.

26. 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 AGREEMENT.

D. COMPENSATION AND PAYMENT

- 1. **CONTRACT AMOUNT:** The Contract Amount is defined as the summation of the products of the estimated quantities or the lump sum identified in Attachment C to this Contract. Unless otherwise specified in this Contract, no other costs or reimbursable amounts are allowed.
- 2. **INVOICES:** Invoices for work performed in accordance with the Contract shall be submitted to: Tiinvoices@ferrovialservices.com with a CC to Jessi.Allen@ferrovialservices.com. Invoices will contain the following information: Ferrovial Purchase Order number, Contract Name and Effective Date, Project Number (if applicable), Product Name, Item #, Quantity and Price (if applicable), Hours Worked by Contractor employees, Rate/Hour, specific Milestone Achievement, % Completion and payment amount pursuant to Attachment D. Equipment, freight, materials, third party items, taxes (if applicable) and any other charges as allowed in this Contract shall be identified as separate line items on each invoice.

The Contractor's invoices must be accompanied by supporting documentation and shall contain sufficient detail for post-audit and

match the final approved Work Order, including Hours worked by each Contractor employee and Miles Driven by each Contractor employee per Day. Failure to attach such supporting documentation will result in non-payment. Upon submittal of the final invoice, Contractor represents that the work under the Scope of Work is clear of all claims, liens, encumbrances, and security interests. Ferrovia owns and holds title to all work, whether materials are in process or finalized.

3. **CONTRACTOR PAYMENT AND WORK CERTIFICATION:** The Contractor shall submit certification that all labor, materials vendors, public utility or other services, suppliers, subcontractors, and equipment rental vendors involved in the work invoiced have been or will be promptly paid their proportional share of the invoice; that all work has been completed in compliance with this contract and all applicable industry standards including these specifications. The Contractor is required to report monthly with its invoicing - on forms provided by Ferrovia - if it is a DBE/MBE/WBE/HUB zone, its minority status, the actual payments received, less retainage and the work type etc.; including the DBE/MBE/WBE/HUB zone status of its, subcontractors, suppliers and material, as applicable. The Contractor's invoice will not be processed for payment until this certification and the signed Work Order is received.
4. **PAYMENT:** Payment will be made pursuant to the requirements and schedule in Attachment D. Payment shall be considered full compensation for providing any and all labor, supervision, equipment, materials, supplies, erosion control, traffic control, incidentals, etc. necessary to perform the work. Payment terms for all Contractor invoices shall be net due forty-five (45) days after receipt of a correct invoice. No work shall be performed without prior approval from the Ferrovia Project Manager.

Invoices shall be submitted to Ferrovia in a timely manner for work completed. Ferrovia is not obligated to pay any invoice, nor is Ferrovia obligated under any legal or equitable theory to pay for work reflected in an invoice, that is not received by Ferrovia within ninety (90) days after completion of the work. Notwithstanding anything else to the contrary in this Contract, and without prejudice to any other right it may have, Ferrovia reserves the right at any time to set-off any amounts it owes to Contractor under this Contract against any amount payable by Contractor to Ferrovia.

No payment will be made for unsatisfactory work, extra work not approved in writing through a Change Order or work not performed. Payment may be withheld for failure to comply with terms of the Contract, for damages or delays caused by the Contractor, or for work identified in claims filed with Ferrovia by subcontractors/members of the public, etc. against the Contractor.

E. MISCELLANEOUS

1. **SURVIVING CLAUSES:** The provisions of this Contract related to Warranty, Indemnity, Audit, and Confidentiality will survive its termination.
2. **AMENDMENT:** Any purported amendment to this Contract without prior written consent of Ferrovia and FDOT shall be null and void.

ATTACHMENT B

SCOPE OF WORK: Right of Way Maintenance

The work shall be done in or about the city limits of Destin, on SR 30 (US98) at Destin Bridge (MP 17.430) to SR 30 (US98) (MP20.820) and SR30 (US98) (MP20.820) to Walton County Line (MP 24.620) within the DOT right of way.

541 Roadside Litter Removal: Further described as cleaning roadways and roadsides of debris, such as cans, bottles, paper, trash, and roadkill. This work shall be done concurrently with 471 Large Machine Mowing.

545 Edging and Sweeping: Further described as the removal of vegetation and debris from the curb gutter and sidewalk.

ATTACHMENT C

CONTRACTOR'S REQUEST FOR PROPOSAL RESPONSE AND LUMP SUM QUOTATION

<u>Description</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Cost</u>	<u>Total</u>
Litter Pickup and Disposal	1,581.6	Acre	\$6.45	\$10,201.32
Edging and Sweeping	60.9	Curb Mile	\$180.00	\$10,962.00
				\$21,163.32

ATTACHMENT D

DELIVERABLES, MILESTONES AND PAYMENT SCHEDULE

ATTACHMENT E
CHANGE ORDER FORM

Ferrovial

Project: _____ Contractor: _____

Ferrovial Contract No.: _____ Change Order No.: _____

Date of Request: _____ Purchase Order No.: _____

Upon full execution of this Change Order Form, Contractor is directed to make the following changes to the referenced Contract.

Reason for Change Request:

Description of Costs (attach documentation as appropriate)	No. of Units or Man-Hours	Add/Deduct Amount per Unit or Man-Hour	Total Line Item Amount

Original Contract Amount:	\$
Net Change by Previously Authorized Change Orders	\$
Contract Sum Prior to this Change Order	\$
Amount of this Change Order	\$
New Contract Sum including this Change Order	\$
Original Contract Date of Completion	
New Date of Completion with this Change Order	

This Change Order is not valid until signed by Ferrovial. Signature of Contractor indicates agreement to the changes on this Change Order Form.

Accepted by Contractor:

Accepted by Ferrovial Project Manager:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT F
Lane Closure Restrictions
Okaloosa County

No Daytime = No Lane Closures from 6:00am to 8:00pm.

Non-Peak = No Lane Closures from 6:00am to 9:00am AND from 3:00pm to 6:00pm.

State Road 4 (Santa Rosa County Line to Baker).....	No Restrictions
State Road 4 (Baker to SR 10)(US 90)Milligan.....	Non-Peak
State Road 8 (I-10) Interstate.....	Non-Peak
State Road 10 (US 90) Santa Rosa Co. Line to Walton Co. Line.....	Non-Peak
State Road 20 / State Road 85.....	No Daytime
✕ State Road 30 (US 98) Santa Rosa Co. Line to Walton Co. Line.....	No Daytime
State Road 85 (SR 20/85 Niceville to Old Bethel Road/Airport Rd.).....	No Daytime
State Road 85 (Old Bethel Road/Airport Road to Walton Co. Line).....	Non-Peak
State Road 123 (Roger J. Clary Highway).....	No Daytime
State Road 145 (Perry) SR 30 (Florida Place, First St).....	No Daytime
State Road 188 (Racetrack Road) Beal Parkway to Eglin Parkway.....	No Daytime
State Road 189 (N Okaloosa Co) From Baker to State Line.....	Non-Peak
State Road 189 (S Okaloosa Co) Lewis Turner/Beal Parkway.....	No Daytime
State Road 190 (From SR 85 to SR 397)	Non-Peak
State Road 285 (From SR 20 to Walton Co. Line).....	Non-Peak
State Road 293 (Mid Bay Bridge Rd/Danny Wuerffel Way).....	No Daytime
State Road 393 (Mary Esther Cutoff) SR 30 to SR 189.....	No Daytime

ATTACHMENT G

DISADVANTAGED, MINORITY AND WOMEN BUSINESS ENTERPRISES HISTORICALLY UNDERUTILIZED BUSINESS

POLICY

It is the policy of VMS, Inc. that disadvantaged, minority and women business enterprises as well as historically under-utilized business enterprises shall have the maximum opportunity to participate in the performance of our contracts.

OBLIGATION

The Contractor and any subsequent Subcontractor shall ensure that minority and women business enterprises as well as historically under-utilized business enterprises have the maximum opportunity to participate in the performance of the work included in this contract. The Contractor and any subsequent Subcontractor shall take all necessary and reasonable steps to ensure that minority and women business enterprises, historically under-utilized enterprises have the maximum opportunity to compete for and perform a portion of the work included in this contract. Failure on the part of the Contractor to carry out the reporting requirements set forth herein shall constitute a breach of contract and after proper notification may result in termination of the contract.

GOALS

Due to the nature of work in this contract, specific goals for participation by historically underutilized business enterprises are not established.

REPORTS

The Contractor shall submit the attached statement within 10 days after contract award to report all projected DBE/MBE/ WBE/HUB participation on the project. **This participation includes the Prime Contractor as well as Sub-Contractors.** The contractor shall submit the same statement with the final invoice to report all actual DBE/MBE/WBE/HUB participation on the project. In the event the Contractor had no DBE/MBE/WBE/HUB participation on the project, he is still required to submit a statement with the final invoice reporting no participation. Where participation is from DBEE/MBE/WBE/HUB Material Suppliers or Manufacturers, the statement shall indicate the appropriate percentage (60% for regular dealers, and 100% for manufacturers) of expenditures to be reported.

THE CONTRACTORS STATEMENT OF MBE AND WBE PARTICIPATION MUST BE DELIVERED TO VMS, INC. IN ORDER FOR THE FINAL INVOICE TO BE PROCESSED FOR PAYMENT

LISTING OF MBE/WBE PARTICIPATION

(to include all Prime Contractor and Sub Contractor participation)

Contract No.: _____ Contract Description: _____

Company Name and Address	MBE or WBE	Item No.:	Item Description/Units	Unit Price*	Total \$ Volume of Sublet Work

TOTAL \$ OF WBE PRIME & SUBCONTRACTORS: _____

WBE PERCENTAGE OF TOTAL CONTRACT: _____

TOTAL \$ OF MBE PRIME & SUBCONTRACTORS: _____

MBE PERCENTAGE OF TOTAL CONTRACT: _____

*\$THE DOLLAR VOLUME SHOWN HERE SHALL BE THE ACTUAL PRICE AGREED UPON BETWEEN THE
PRIME CONTRACTOR
AND THE SUBCONTRACTOR

ATTACHMENT H
EQUIPMENT CERTIFICATION

PURPOSE: All contractors responding to this invitation for bid are required to complete this certification.

Contract Number: _____

1. Name of Firm: _____

2. Type of Business (Check One):

_____ Proprietorship _____ Partnership _____ Corporation

3. Name of Owner or Chief Executive Officer: _____

4. How many years has the firm been in the business of providing the services called for in this bid ? _____

5. How many employees will be allocated to perform the services required in this bid? _____

6. List below the equipment (Make, Model, Year, HP if applicable) which will be used in performing the services required in this bid:

7. Is this equipment presently in the firm's equipment inventory ? _____

8. If no, which firm do you intend to Rent/Buy from? _____

RESOLUTION 19-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, ACCEPTING AND ADOPTING THE 2019 - 2020 FDOT RIGHT-OF-WAY MAINTENANCE CONTRACT BETWEEN THE CITY OF DESTIN AND FERROVIAL SERVICES INFRASTRUCTURE, INCORPORATED; PROVIDING FOR AN EFFECTIVE DATE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT FOR AND ON BEHALF OF THE CITY OF DESTIN.

WHEREAS, Ferrovia Services Infrastructure, Inc. is contracted by the State of Florida to maintain the Florida Department of Transportation (FDOT) right-of-way landscaping within the Destin City Limits; and

WHEREAS, the City desires the FDOT right-of-way within the Destin City Limits to be maintained to a higher standard than is required by the State of Florida contract with Ferrovia Services Infrastructure, Inc.; and

WHEREAS, Ferrovia Services Infrastructure, Inc. is allowed to subcontract the FDOT right-of-way landscape maintenance with the City of Destin; and

WHEREAS, Ferrovia Services Infrastructure, Inc. has agreed to reimburse the City of Destin \$21,163.32 for performing the landscape maintenance within the FDOT right-of-ways;

NOW, THEREFORE, BE IT RESOLVED that the City of Destin, by and through its Council, formally accepts and adopts the contract between the City of Destin and Ferrovia Services Infrastructure, Inc. for routine landscape maintenance of FDOT right-of-ways within the Destin City Limits, effective for a twelve month period ending July 31, 2020.

BE IT FURTHER RESOLVED that the City Manager of the City of Destin is formally authorized to execute the contract for and on behalf of the City of Destin, which contract is attached and made a part hereof.

ADOPTED THIS 16th DAY OF SEPTEMBER 2019
BY:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

The form and content of the above Resolution is hereby approved for legal sufficiency

Kyle Bauman, City Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 16, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Matthew Pace, IT Manager
Michael Burgess, Public Services Director
Louis Zunguze, Community Development Director
Joey Forgione, Code Compliance Manager
Bragg Farmer, Finance Director

FROM: Webb Warren, Deputy City Manager

DATE: 9/12/2019

SUBJECT: Update: Municipal Software Project

I. BACKGROUND: On August 5th, 2019, Council requested that staff provide an update on the Municipal Software Project at each council meeting .

II. DISCUSSION: Since our last update at the August 19th meeting, the following items of significance have occurred.

1.) Scanning Contract

The scanning contract has been executed and scanning will start in September. IT and Community Development staff continues to spend a substantial amount of time working with Energov, Vital Records Control (Scanning Company) and with internal City of Destin staff to plan for this project. This is a challenging project because Destin is handing over a huge volume of paper files (some of which that will have imperfections) to Vital Records Control, who will be digitizing the files where they can be organized and retrievable in Energov. This provides some logistical planning and coordination to ensure some future public records requests can be accommodated and delivered upon in a reasonable manner.

2.) Energov Implementation Team

Energov is assembling its implementation team to interface with the City's

Departments and is targeting Nov/Dec 2019 for the beginning of the implementation of the project. IT had a meeting on 9/12 with Energov. IT staff was informed that Destin can expect an Energov project manager to be assigned before the end of September. During this meeting, IT validated scanning criteria and other data linkage from our existing systems/information into the future Energov system. IT and Energov also proactively discussed other project management items in preparation for the project kickoff in late 2019.

3.) Development Review Processes & Work Flow Critical Paths

The Interdepartmental Development Software Task Force Team comprised of Community Development, Code Compliance, Public Services, Clerk's Office and IT staff continues the effort of reviewing and streamlining all development review processes, application forms and work flow project critical paths, in preparation of the EnerGov software implementation process. The task force team meets weekly.

4.) Energov/Munis Server Architecture

IT continues to work with MUNIS and Energov on a project that will ensure Destin's server architecture is prepared for the Energov Implementation.

5.) MUNIS Financial System

The Munis financial system has been prepared for a full 11.3 version migration to occur in October. Departments are testing their processes within the 11.3 test environment in advance of the migration. IT has been working with MUNIS tech support to install new modules necessary to accommodate the Energov system.

6.) GIS Data and Interlocal agreement

GIS and IT continue to work with other county agencies to prepare data and technology for the GIS portion of the Energov project. Okaloosa County and the Property Appraiser's office has been very cooperative in this process and this part of the project continues to stay on track.

- A. **Link to Strategic Goals / Objectives:** Service Excellence
- B. **Effect on Budget (EOB):** Items are budgeted for
- C. **Level of Service (LOS):** Increased Level of Service

III. CONCLUSION: City of Destin staff continues to work hard in preparation for the Energov Project and will continue to provide updates to the Council as the project progresses.

IV. RECOMMENDED MOTION: No motion needed

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 16, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Rey Bailey, City Clerk

DATE: September 13, 2019

SUBJECT: Membership Appointment - Destin Youth Council

I. BACKGROUND: Members of the Destin Youth Council must reside within the city limits of Destin and must be a high school student. Members shall maintain at least a 2.25 GPA.

II. DISCUSSION: On August 19, 2019, the City Council appointed 5 students to the Destin Youth Council. Since then, the City received two more applications. A maximum of 14 members can serve on the Destin Youth Council.

A. Link to Strategic Goals / Objectives: Enhanced Quality of Life

B. Effect on Budget (EOB): No significant budgetary impact. The Clerk's Office provides staff support to the Destin Youth Council.

C. Level of Service (LOS): A fully seated council is necessary in order to effectively procure the business for which it was established.

III. CONCLUSION: Both applicants meet the basic qualifications for membership to the Destin Youth Council.

IV. RECOMMENDED MOTION: I move to appoint Broc McPherson and Spencer Mackenzie to the Destin Youth Council.

Attachments:

1. Broc McPherson
2. Spencer Mackenzie

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(Attn: Office of the City Clerk)

Applicant Information:

Name: Broc McPherson
Home Address: 708 Main Street, Destin, FL
E-mail Address: Bambam040802@gmail.com
Phone Number: 850-598-6058 Date of Birth: 04/08/02
School: Niceville High School Current Grade: 12th

Applicant Experience:

Please list activities in which you have participated. Include organizations, school-related activities, and community activities.

Name of Organization: Destin Youth City Council
Title or Position: Member
Period of Involvement: 1 Year Hours per week: 1 Meeting per month
Name of Sponsor: Rex Bailey Phone Number: _____

Name of Organization: National Honor Society
Title or Position: Member
Period of Involvement: 1 Year Hours per week: 2 meetings per month
Name of Sponsor: Kim Escoffier Phone Number: 850-833-4114

Name of Organization: _____
Title or Position: _____
Period of Involvement: _____ Hours per week: _____
Name of Sponsor: _____ Phone Number: _____

Employment:

Beginning with your present or most recent job, please list your employment history.

Type of Work: Beach Attendant
Period of Work: 4 years Hours per week: 60 hrs/week during summer
Name of Employer: Alex Metz / Sunny Sands Beach Service Phone Number: 850-687-8498

Type of Work: _____
Period of Work: _____ Hours per week: _____
Name of Employer: _____ Phone Number: _____

Type of Work: _____
Period of Work: _____ Hours per week: _____
Name of Employer: _____ Phone Number: _____

Sponsor and Personal References

Name	Address	Phone number
CHARLES MARINO PRINCIPAL NICHOLLS H.S.	800 JOHN SIMS PKWY	850-833-4114
Prebble Ramswell	4200 Indian Bayou Trail	850-837-4202

Additional Information:

To give each applicant the opportunity to demonstrate his or her eligibility for the Youth Council, answer the following questions limiting each response to 100 words or less. Use separate sheet of paper if necessary and attach response sheet to the application and submit together.

1. Why do you believe that you would be a good candidate for the Youth Council? Any special qualities?

I believe that I am a very caring, kind-hearted, strong person who has the ability to lead others to do good.

2. What do you envision a Youth Council as being? Why should there be one?

I envision a Youth Council as being a group of teenagers acting like the actual city council. There should be one in order to better the life of the youth in the city of Destin.

3. In your opinion, what is the most critical issue facing youth in your school, in your neighborhood, and in your city? What can a Youth Council do to solve such a problem?

I think the most critical problem in the youth community is under-age vaping, smoking, and use of alcohol. A Youth Council could help spread awareness and create anti-smoking programs to prevent this.

Applicant Statement

I hereby certify that the information I have given is true and correct to the best of my knowledge. I understand that provision of false information may disqualify my consideration. I authorize the release of this information for verification purposes and understand it will be used only to process my application. I also understand that by submitting this form, I am submitting an application to participate as a member of the Destin Youth Council and that said application is only complete upon receipt of the Parental/Guardian Consent and Liability Release form and receipt of GPA certification form and class rank verification form signed by my school counselor. Upon submission of the application, I understand that I will be considered for membership with all other applicants and that I may or may not be selected for membership. If selected, I agree to attend all meetings and events and understand that I will be removed from membership for failure to do so.



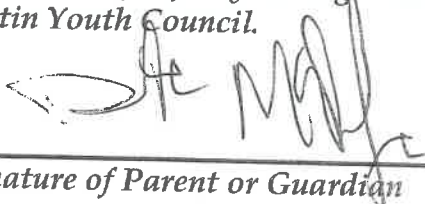
Signature

09/09/19

Date

Parental Consent

I, the undersigned, do hereby consent to my child's participation in the Destin Youth Council. I acknowledge that I have read and understand the Destin Youth Council By-Laws and allow my child to attend all meetings and events relative to this program; and that I understand that my child will be removed from membership for failure to do so. I also acknowledge that upon submission of the application, my child will be considered for membership with all other applicants and that my child may or may not be selected for membership. I further acknowledge that my child's participation in this program is voluntary and I agree to release the City of Destin and all of their employees, officials, and any and all individuals and organizations assisting or participating in the program from any and all claims for personal injuries and property damage which my child may suffer while participating as a member of the Destin Youth Council.



Signature of Parent or Guardian

09/09/19

Date

2019-2020 Destin Youth Council Program

GPA Verification Form

To Be Completed by the Student

This form must be signed by your counselor or other school official, verifying your weighted GPA on a 4.00 scale. Please complete the information below and sign and date the release of information section. Ask your high school counselor to complete the remainder of the form and return it to you to include with your application.

Applicant's full name: Broc McPherson Grade 12th

High School name: Niceville High School

Release of Information

I grant permission to release all information regarding my GPA to the City of Destin, as deemed necessary for consideration for membership to the Destin Youth Council.

Signature of Applicant Broc McPherson Date 08/29/19

To Be Completed by your High School Counselor

Please provide requested information below and return the form to the student so that he or she may submit it with the application.

High School name Niceville High School

The above named student has a cumulative weighted GPA on a 4.00 scale of 4.28

Student's current grade level 12

[Signature]
Signature of Authorized Official

29 Aug 2019
Date

Counselor
School Official's Title

850.833.4114
Phone

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(Attn: Office of the City Clerk)

Applicant Information:

Name: Spencer Ian Mackenzie

Home Address: [REDACTED]

E-mail Address: [REDACTED]

Phone Number: [REDACTED] Date of Birth [REDACTED]

School: Fort Walton Beach Current Grade: 10

Applicant Experience:

Please list activities in which you have participated. Include organizations, school-related activities, and community activities.

Name of Organization: Boy Scouts of America

Title or Position: Sr. Patrol Leader

Period of Involvement: _____ Hours per week: 2

Name of Sponsor: Mr. Heyse Phone Number: 850-502-0127

Name of Organization: UMC - Youth group

Title or Position: _____

Period of Involvement: _____ Hours per week: 1

Name of Sponsor: Nathan Sellers Phone Number: 256-656-6302

Name of Organization: _____

Title or Position: _____

Period of Involvement: _____ Hours per week: _____

Name of Sponsor: _____ Phone Number: _____

Employment:

Beginning with your present or most recent job, please list your employment history.

Type of Work: Bus boy
Period of Work: start of summer Hours per week: NO SET
Name of Employer: La Paz Phone Number: 850-837-2247

Type of Work: _____
Period of Work: _____ Hours per week: _____
Name of Employer: _____ Phone Number: _____

Type of Work: _____
Period of Work: _____ Hours per week: _____
Name of Employer: _____ Phone Number: _____

Sponsor and Personal References

Name	Address	Phone number
Mark Hinterthau		352-817- 1788
Jeff Tomlinson	6293 Augusta Cove Destin, FL 32541	910-988- 8601
Mark Heyse	34 Country Club Dr. E Destin FL 32542	850-502 0127

Additional Information:

To give each applicant the opportunity to demonstrate his or her eligibility for the Youth Council, answer the following questions limiting each response to 100 words or less. Use separate sheet of paper if necessary and attach response sheet to the application and submit together.

1. Why do you believe that you would be a good candidate for the Youth Council? Any special qualities?

I go to a bunch of meetings for boy scouts I was also part of the last Youth Council

2. What do you envision a Youth Council as being? Why should there be one?

A group of teens trying to solve some problems in detention. There should be a problem because it allows kids to understand government.

3. In your opinion, what is the most critical issue facing youth in your school, in your neighborhood, and in your city? What can a Youth Council do to solve such a problem?

The major problem is drugs in our community what we can do is be more strict with the police with nightly routines

Applicant Statement

I hereby certify that the information I have given is true and correct to the best of my knowledge. I understand that provision of false information may disqualify my consideration. I authorize the release of this information for verification purposes and understand it will be used only to process my application. I also understand that by submitting this form, I am submitting an application to participate as a member of the Destin Youth Council and that said application is only complete upon receipt of the Parental/Guardian Consent and Liability Release form and receipt of GPA certification form and class rank verification form signed by my school counselor. Upon submission of the application, I understand that I will be considered for membership with all other applicants and that I may or may not be selected for membership. If selected, I agree to attend all meetings and events and understand that I will be removed from membership for failure to do so.

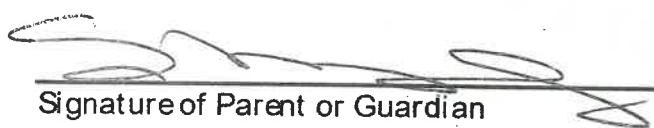


Signature

Date

Parental Consent

I, the undersigned, do hereby consent to my child's participation in the Destin Youth Council. I acknowledge that I have read and understand the Destin Youth Council By-Laws and allow my child to attend all meetings and events relative to this program; and that I understand that my child will be removed from membership for failure to do so. I also acknowledge that upon submission of the application, my child will be considered for membership with all other applicants and that my child may or may not be selected for membership. I further acknowledge that my child's participation in this program is voluntary and I agree to release the City of Destin and all of their employees, officials, and any and all individuals and organizations assisting or participating in the program from any and all claims for personal injuries and property damage which my child may suffer while participating as a member of the Destin Youth Council.



Signature of Parent or Guardian

8/23/2019

Date

2016-2017 Destin Youth Council Program

GPA Verification Form

To Be Completed by the Student

This form must be signed by your counselor or other school official, verifying your weighted GPA on a 4.00 scale. Please complete the information below and sign and date the release of information section. Ask your high school counselor to complete the remainder of the form and return it to you to include with your application.

Applicant's full name: Spencer Ian McKenzie Grade 10

High School name: Fort Walton Beach High School

Release of Information

I grant permission to release all information regarding my GPA to the City of Destin, as deemed necessary for consideration for membership to the Destin Youth Council.

Signature of Applicant [Signature] Date 8/26/10

To Be Completed by your High School Counselor

Please provide requested information below and return the form to the student so that he or she may submit it with the application.

High School name Fort Walton Beach High School

The above named student has a cumulative weighted GPA on a 4.00 scale of 3.8666

Student's current grade level 10th

[Signature]
Signature of Authorized Official

8/26/10

Date

Guidance Counselor

School Official's Title

(850) 833-3300

Phone

Rey Bailey

From: Steven Menchel
Sent: Thursday, September 12, 2019 7:33 PM
To: Rey Bailey
Cc: Lance Johnson; Kyle Bauman (kbauman@asglegal.com); Kimberly Kopp (kkopp@romanokopplaw.com)
Subject: Fwd: Drone Reg. Information
Attachments: UAS_Fact_Sheet_Final.pdf

Rey,

Kindly include this information in the agenda packet.

I will be sending you a second email with information to also include.

Thanks,

Steven Menchel

Get [Outlook for iOS](#)

From: Tracy Stage <tstage@myokaloosa.com>
Sent: Thursday, September 12, 2019 12:15 PM
To: Steven Menchel
Subject: Drone Reg. Information

Hello Steven,

Thank you for the call. I offer the below and attached FAA Fact Sheet on State/Local Regulation of UAS's.

HB 1027 // 2017

This law pre-empts local regulation of UAS so that only the Florida Legislature can make laws concerning the use of drones in the state, but allows local governments to enact drone ordinances related to nuisances, voyeurism, harassment, reckless endangerment, property damage, or other illegal acts. This law also prohibits the operation of drones over or near critical infrastructure in most instances, as well as prohibiting the possession or operation of a weaponized UAS.

Tracy Stage, A.A.E.
Airports Director
Okaloosa County Airports
(850) 651-7160 ext. 4

State and Local Regulation of Unmanned Aircraft Systems (UAS)
Fact Sheet

Federal Aviation Administration
Office of the Chief Counsel

December 17, 2015

BACKGROUND

Unmanned aircraft systems (UAS) are aircraft subject to regulation by the FAA to ensure safety of flight, and safety of people and property on the ground. States and local jurisdictions are increasingly exploring regulation of UAS or proceeding to enact legislation relating to UAS operations. In 2015, approximately 45 states have considered restrictions on UAS. In addition, public comments on the Federal Aviation Administration's (FAA) proposed rule, "Operation and Certification of Small Unmanned Aircraft Systems" (Docket No. FAA-2015-0150), expressed concern about the possible impact of state and local laws on UAS operations.

Incidents involving unauthorized and unsafe use of small, remote-controlled aircraft have risen dramatically. Pilot reports of interactions with suspected unmanned aircraft have increased from 238 sightings in all of 2014 to 780 through August of this year. During this past summer, the presence of multiple UAS in the vicinity of wild fires in the western U.S. prompted firefighters to ground their aircraft on several occasions.

This fact sheet is intended to provide basic information about the federal regulatory framework for use by states and localities when considering laws affecting UAS. State and local restrictions affecting UAS operations should be consistent with the extensive federal statutory and regulatory framework pertaining to control of the airspace, flight management and efficiency, air traffic control, aviation safety, navigational facilities, and the regulation of aircraft noise at its source.

Presented below are general principles of federal law as they relate to aviation safety, and examples of state and local laws that should be carefully considered prior to any legislative action to ensure that they are consistent with applicable federal safety regulations. The FAA's Office of the Chief Counsel is available for consultation on specific questions.

WHY THE FEDERAL FRAMEWORK

Congress has vested the FAA with authority to regulate the areas of airspace use, management and efficiency, air traffic control, safety, navigational facilities, and aircraft noise at its source. 49 U.S.C. §§ 40103, 44502, and 44701-44735. Congress has directed the FAA to "develop plans and policy for the use of the navigable airspace and assign by regulation or order the use of the airspace necessary to ensure the safety of aircraft and the efficient use of airspace." 49 U.S.C. § 40103(b)(1). Congress has further directed the FAA to "prescribe air traffic regulations on the flight of aircraft (including regulations on safe altitudes)" for navigating, protecting, and identifying aircraft; protecting individuals and property on the ground; using the navigable

airspace efficiently; and preventing collision between aircraft, between aircraft and land or water vehicles, and between aircraft and airborne objects. 49 U.S.C. § 40103(b)(2).

A consistent regulatory system for aircraft and use of airspace has the broader effect of ensuring the highest level of safety for all aviation operations. To ensure the maintenance of a safe and sound air transportation system and of navigable airspace free from inconsistent restrictions, FAA has regulatory authority over matters pertaining to aviation safety.

REGULATING UAS OPERATIONS

In § 333 of the FAA Modernization and Reform Act of 2012 (Public Law No. 112-95), Congress directed the Secretary to determine whether UAS operations posing the least amount of public risk and no threat to national security could safely be operated in the national airspace system (NAS) and if so, to establish requirements for the safe operation of these systems in the NAS.

On February 15, 2015, the FAA proposed a framework of regulations that would allow routine commercial use of certain small UAS in today's aviation system, while maintaining flexibility to accommodate future technological innovations. The FAA's Notice of Proposed Rulemaking offered safety rules for small UAS (under 55 pounds) conducting non-recreational or non-hobby operations. The proposed rule defines permissible hours of flight, line-of-sight observation, altitude, operator certification, optional use of visual observers, aircraft registration and marking, and operational limits.

Consistent with its statutory authority, the FAA is requiring Federal registration of UAS in order to operate a UAS. Registering UAS will help protect public safety in the air and on the ground, aid the FAA in the enforcement of safety-related requirements for the operation of UAS, and build a culture of accountability and responsibility among users operating in U.S. airspace. No state or local UAS registration law may relieve a UAS owner or operator from complying with the Federal UAS registration requirements. Because Federal registration is the exclusive means for registering UAS for purposes of operating an aircraft in navigable airspace, no state or local government may impose an additional registration requirement on the operation of UAS in navigable airspace without first obtaining FAA approval.

Substantial air safety issues are raised when state or local governments attempt to regulate the operation or flight of aircraft. If one or two municipalities enacted ordinances regulating UAS in the navigable airspace and a significant number of municipalities followed suit, fractionalized control of the navigable airspace could result. In turn, this 'patchwork quilt' of differing restrictions could severely limit the flexibility of FAA in controlling the airspace and flight patterns, and ensuring safety and an efficient air traffic flow. A navigable airspace free from inconsistent state and local restrictions is essential to the maintenance of a safe and sound air transportation system. See *Montalvo v. Spirit Airlines*, 508 F.3d 464 (9th Cir. 2007), and *French v. Pan Am Express, Inc.*, 869 F.2d 1 (1st Cir. 1989); see also *Arizona v. U.S.*, 567 U.S. ___, 132 S.Ct. 2492, 2502 (2012) ("Where Congress occupies an entire field . . . even complimentary state regulation is impermissible. Field preemption reflects a congressional decision to foreclose any

state regulation in the area, even if it is parallel to federal standards.”), and *Morales v. Trans World Airlines, Inc.*, 504 U.S. 374, 386-87 (1992).

EXAMPLES OF STATE AND LOCAL LAWS FOR WHICH CONSULTATION WITH THE FAA IS RECOMMENDED

- Operational UAS restrictions on flight altitude, flight paths; operational bans; any regulation of the navigable airspace. For example – a city ordinance banning anyone from operating UAS within the city limits, within the airspace of the city, or within certain distances of landmarks. Federal courts strictly scrutinize state and local regulation of overflight. *City of Burbank v. Lockheed Air Terminal*, 411 U.S. 624 (1973); *Skysign International, Inc. v. City and County of Honolulu*, 276 F.3d 1109, 1117 (9th Cir. 2002); *American Airlines v. Town of Hempstead*, 398 F.2d 369 (2d Cir. 1968); *American Airlines v. City of Audubon Park*, 407 F.2d 1306 (6th Cir. 1969).
- Mandating equipment or training for UAS related to aviation safety such as geo-fencing would likely be preempted. Courts have found that state regulation pertaining to mandatory training and equipment requirements related to aviation safety is not consistent with the federal regulatory framework. *Med-Trans Corp. v. Benton*, 581 F. Supp. 2d 721, 740 (E.D.N.C. 2008); *Air Evac EMS, Inc. v. Robinson*, 486 F. Supp. 2d 713, 722 (M.D. Tenn. 2007).

EXAMPLES OF STATE AND LOCAL LAWS WITHIN STATE AND LOCAL GOVERNMENT POLICE POWER

Laws traditionally related to state and local police power – including land use, zoning, privacy, trespass, and law enforcement operations – generally are not subject to federal regulation. *Skysign International, Inc. v. City and County of Honolulu*, 276 F.3d 1109, 1115 (9th Cir. 2002). Examples include:

- Requirement for police to obtain a warrant prior to using a UAS for surveillance.
- Specifying that UAS may not be used for voyeurism.
- Prohibitions on using UAS for hunting or fishing, or to interfere with or harass an individual who is hunting or fishing.
- Prohibitions on attaching firearms or similar weapons to UAS.

CONTACT INFORMATION FOR QUESTIONS

The FAA’s Office of the Chief Counsel is available to answer questions about the principles set forth in this fact sheet and to consult with you about the intersection of federal, state, and local regulation of aviation, generally, and UAS operations, specifically. You may contact the Office of Chief Counsel in Washington, D.C. or any of the following Regional Counsels:

FAA Office of the Chief Counsel
Regulations Division (AGC-200)
800 Independence Ave. SW
Washington, DC 20591
(202) 267-3073

Central Region
Office of the Regional Counsel
901 Locust St., Room 506
Kansas City, MO 61406-2641
(816) 329-3760
(IA, KS, MO, NE)

Great Lakes Region
Office of the Regional Counsel
O'Hare Lake Office Center
2300 East Devon Ave.
Des Plaines, IL 60018
(847) 294-7313
(IL, IN, MI, MN, ND, OH, SD, WI)

Northwest Mountain Region
Office of the Regional Counsel
1601 Lind Ave. SW
Renton, WA 98055-4056
(425) 227-2007
(CO, ID, MT, OR, UT, WA, WY)

Southwest Region
Office of the Regional Counsel, 6N-300
10101 Hillwood Parkway Dr.
Fort Worth, TX 76177
(817) 222-5099
(AR, LA, NM, OK, TX)

Alaskan Region
Office of the Regional Counsel
222 West 7th Ave.
Anchorage, AK 99513
(909) 271-5269
(AK)

Eastern Region
Office of the Regional Counsel
1 Aviation Plaza, Room 561
Jamaica, NY 11434-4848
(718) 553-3285
(DC, DE, MD, NJ, NY, PA, VA, WV)

New England Region
Office of the Regional Counsel
12 New England Executive Park
Burlington, MA 01803
(781) 238-7040
(CT, ME, MA, NH, RI, VT)

Southern Region
Office of the Regional Counsel
1701 Columbia Ave., Suite 530
College Park, GA 30337
(404) 305-5200
(AL, FL, GA, KY, MS, NC, SC, TN)

Western-Pacific Region
Office of the Regional Counsel
P.O. Box 92007
Los Angeles, CA 90009
(310) 725-7100
(AZ, CA, HI, NV)

APPENDIX – LIST OF AUTHORITIES

Federal Statutes

- 49 U.S.C. §§ 40103, 44502, and 44701- 44735 (former Federal Aviation Act of 1958, as amended and recodified).
- FAA Modernization and Reform Act of 2012, Public Law No. 112-95 (Feb. 14, 2012), Subtitle B, “Unmanned Aircraft Systems.”

Federal Regulations

- Title 14 of the Code of Federal Regulations, Chapter 1.

The U.S. Supreme Court

- “Congress has recognized the national responsibility for regulating air commerce. Federal control is intensive and exclusive. Planes do not wander about in the sky like vagrant clouds. They move only by federal permission, subject to federal inspection, in the hands of federally certified personnel and under an intricate system of federal commands. The moment a ship taxis onto a runway it is caught up in an elaborate and detailed system of controls. It takes off only by instruction from the control tower, it travels on prescribed beams, it may be diverted from its intended landing, and it obeys signals and orders. Its privileges, rights, and protection, so far as transit is concerned, it owes to the Federal Government alone and not to any state government.” *Northwest Airlines v. State of Minnesota*, 322 U.S. 292, 303 (1944)(Jackson, R., concurring).
- “If we were to uphold the Burbank ordinance [which placed an 11 p.m. to 7 a.m. curfew on jet flights from the Burbank Airport] and a significant number of municipalities followed suit, it is obvious that fractionalized control of the timing of takeoffs and landings would severely limit the flexibility of FAA in controlling air traffic flow. The difficulties of scheduling flights to avoid congestion and the concomitant decrease in safety would be compounded.” *Burbank v. Lockheed Air Terminal Inc.*, 411 U.S. 624, 639 (1973).
- “The Federal Aviation Act requires a delicate balance between safety and efficiency, and the protection of persons on the ground ... The interdependence of these factors requires a uniform and exclusive system of federal regulation if the congressional objectives underlying the Federal Aviation Act are to be fulfilled.” *Burbank* at 638-639.
- “The paramount substantive concerns of Congress [in enacting the FAA Act] were to regulate federally all aspects of air safety ... and, once aircraft were in ‘flight,’ airspace management....” *Burbank* at 644 (Rehnquist, J. dissenting).

U.S. Courts of Appeals

- “Air traffic must be regulated at the national level. Without uniform equipment specifications, takeoff and landing rules, and safety standards, it would be impossible to operate a national air transportation system.” *Gustafson v. City of Lake Angeles*, 76 F.3d 778, 792-793 (6th Cir. 1996)(Jones, N., concurring).
- “The purpose, history, and language of the FAA [Act] lead us to conclude that Congress intended to have a single, uniform system for regulating aviation safety. The catalytic events leading to the enactment of the FAA [Act] helped generate this intent. The FAA [Act] was drafted in response to a series of fatal air crashes between civil and military aircraft operating under separate flight rules In discussing the impetus for the FAA [Act], the Supreme Court has also noted that regulating the aviation industry requires a delicate balance between safety and efficiency. It is precisely because of ‘the interdependence of these factors’ that Congress enacted ‘a uniform and exclusive system of federal regulation.’” *Montalvo v. Spirit Airlines*, 508 F.3d 464, 471 (9th Cir. 2007), citing *City of Burbank v. Lockheed Air Terminal Inc.*, 411 U.S. 624, 638-39 (1973).
- “[W]hen we look to the historical impetus for the FAA, its legislative history, and the language of the [FAA] Act, it is clear that Congress intended to invest the Administrator of the Federal Aviation Administration with the authority to enact exclusive air safety standards. Moreover, the Administrator has chosen to exercise this authority by issuing such pervasive regulations that we can infer a preemptive intent to displace all state law on the subject of air safety.” *Montalvo* at 472.
- “We similarly hold that federal law occupies the entire field of aviation safety. Congress’ intent to displace state law is implicit in the pervasiveness of the federal regulations, the dominance of the federal interest in this area, and the legislative goal of establishing a single, uniform system of control over air safety. This holding is fully consistent with our decision in *Skysign International, Inc. v. Honolulu*, 276 F.3d 1109 (9th Cir. 2002), where we considered whether federal law preempted state regulation of aerial advertising that was distracting and potentially dangerous to persons on the ground. In upholding the state regulations, we held that federal law has not ‘preempt[ed] altogether any state regulation purporting to reach into the navigable airspace.’ *Skysign* at 1116. While Congress may not have acted to occupy exclusively all of air commerce, it has clearly indicated its intent to be the sole regulator of aviation safety. The FAA, together with federal air safety regulations, establish complete and thorough safety standards for interstate and international air transportation that are not subject to supplementation by, or variation among, states.” *Montalvo* at 473-474.
- “[W]e remark the Supreme Court’s reasoning regarding the need for uniformity [concerning] the regulation of aviation noise, see *City of Burbank v. Lockheed Air Terminal*, 411 U.S. 624 (1973), and suggest that the same rationale applies here. In *Burbank*, the Court struck down a municipal anti-noise ordinance placing a curfew on jet flights from a regional airport. Citing the ‘pervasive nature of the scheme of federal

regulation,' the majority ruled that aircraft noise was wholly subject to federal hegemony, thereby preempting state or local enactments in the field. In our view, the pervasiveness of the federal web is as apparent in the matter of pilot qualification as in the matter of aircraft noise. If we upheld the Rhode Island statute as applied to airline pilots, 'and a significant number of [states] followed suit, it is obvious that fractionalized control ... would severely limit the flexibility of the F.A.A.' [citing *Burbank*] Moreover, a patchwork of state laws in this airspace, some in conflict with each other, would create a crazyquilt effect ... The regulation of interstate flight-and flyers-must of necessity be monolithic. Its very nature permits no other conclusion. In the area of pilot fitness as in the area of aviation noise, the [FAA] Act as we read it 'leave[s] no room for ... local controls.' [citing *Burbank*]. *French v. Pan Am Express, Inc.*, 869 F.2d 1, 6 (1st Cir. 1989).

Rey Bailey

From: Steven Menchel
Sent: Thursday, September 12, 2019 7:34 PM
To: Rey Bailey
Cc: Lance Johnson; Kimberly Kopp (kkopp@romanokopplaw.com); Kyle Bauman (kbauman@asglegal.com)
Subject: Fwd: Additional References - UAV's

Rey,

Additional info for agenda.

Steven Menchel

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From: Tracy Stage <tstage@myokaloosa.com>
Sent: Thursday, September 12, 2019 12:38 PM
To: Steven Menchel
Subject: Additional References - UAV's

Steven,

Here is a bit more regulations for reference.

State Drone Laws in Florida

These are drone laws that apply to the entire state of Florida, and were created by the Florida Legislature.

HB 1027 // 2017

This law pre-empts local regulation of UAS so that only the Florida Legislature can make laws concerning the use of drones in the state, but allows local governments to enact drone ordinances related to nuisances, voyeurism, harassment, reckless endangerment, property damage, or other illegal acts. This law also prohibits the operation of drones over or near critical infrastructure in most instances, as well as prohibiting the possession or operation of a weaponized UAS.

SB 766 // 2015

This law prohibits the use of a drone to capture an image of privately owned property or the owner, tenant, or occupant of such property without consent if a reasonable expectation of privacy exists.

SB 92 // 2013

This law defines what a drone is and limits the use of drones by law enforcement. Under this law, law enforcement may use a drone if they obtain a warrant, there is a terrorist threat, or “swift action” is needed to prevent loss of life or to search for a missing person. This law also enables someone harmed by an inappropriate use of drones to pursue civil action.

Florida Administrative Code 51-4.003 // 2016

This state code prohibits drones on managed lands, including Florida state parks and forests, except at a runway or a helispot and only with authorization from the Department of Agriculture and Consumer Services. Authorization shall be based upon a determination that the takeoff or landing will not endanger the health, safety or welfare of any person; potentially damage the forest resources; or interfere with management objectives of that forest as provided in that forest’s management plan. Authorization from the Service is not required in an emergency or for Service official business.

Florida Administrative Code 40C-9.320 // 2004

This state code prohibits drones from taking off or landing on District lands unless authorized by a Special Use Authorization.

Here is the

Tracy Stage, A.A.E.

Airports Director

Okaloosa County Airports

(850) 651-7160 ext. 4

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 16, 2019

TYPE OF AGENDA ITEM: Announcement

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kimberly Kopp, Land Use Attorney

DATE: September 12, 2019

SUBJECT: 1. Monthly TRC Update

I. BACKGROUND:

19-14-SP & 19-15-MS: The Charles – 2nd Submittal

Applications for a major development order and major subdivision. The second submittal was received by Staff on August 9th and is currently being reviewed in preparation for the September TRC Meeting. The proposal consists of 192 dwelling unit multi-family development on 12 acres.

19-19-SP: The Oaks at Old Town – 1st Submittal

Application for a major development order including 19 townhomes on 1.59 acres located at 140 Sibert Avenue. The submittal was received on August 8th and is currently being reviewed in preparation for the September TRC Meeting. The applicant is in the process of submitting a major subdivision application as well.

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 16, 2019

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: 2. Recommendation of Harbor Advisory Board to Circulate Letter to Harbor-front Property Owners Regarding Code Compliance

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None