

**REGULAR MEETING
DESTIN CITY COUNCIL
OCTOBER 21, 2019
ANNEX COUNCIL CHAMBERS
6:00 PM**

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

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

1. APPROVAL OF MINUTES

A. Approval of minutes of August 5, 2019 Regular City Council Meeting

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

A. Proclamation - City of Destin 35th Anniversary Celebration

B. 2020 Census in Destin - Ms. Nisha Barron - Census Bureau

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. Request approval of contract extension for Concrete Services with SH Hayes Enterprises

B. Request approval of contract extension for Road Striping Services with Emerald Coast Striping d/b/a Coastline Striping

C. Request approval of contract extension for Security and Fire Safety with Advanced Protective Technologies

D. Announcements

1. Open House: Thursday October 24th, 11:30-1:00pm, Community Center.

5. PUBLIC HEARINGS

A. Amendments to Destiny Planned Unit Development (PUD) Orders

B. Second reading of Ordinance 19-16-LC - Establishment of a "Change of Use" process which regulates changes of previously approved land uses.

C. Second reading of Ordinance 19-19-LC - Process of development application review.

- D. Second reading of Ordinance 19-23-LC -Amending the Land Development Code, Section 7.12.01(A)2 - Zoning Maps - to include a change in the zoning designations of parcels from Medium Density Residential- Village (MDR-V) to Residential, Office and Institutional-Village Residential (ROI-VR)
- E. Second reading of Ordinance 19-24-LC - Relating to changes to the Zoning Map, which changes the zoning of multiple parcels from Residential, Office, Institutional - General Development (ROI-GD) to Residential, Office Institutional - Village Residential (ROI-VR)
- F. Second reading of Ordinance 19-25-LC - Amending Article 7 of the Land Development Code to establish conditional uses in the Commercial General (CG) zoning district.
- G. Second reading of Ordinance 19-26-LC - Relating to changes to the Zoning Map, which changes the zoning of one parcel from Institutional (INST) and Commercial General (CG) to entirely Institutional (INST).
- H. Second reading of Ordinance 19-27-LC - Relating to changes to the Zoning Map, which changes the zoning of multiple parcels from Commercial General (CG) to Town Center Mixed Use (TCMU), to match the future land use designation assigned in the Comprehensive Plan.
- I. Second reading of Ordinance 19-28-LC - Consolidation of the Residential, Office, Institutional - General Development (ROI-GD) and Residential, Office, Institutional - Village Residential (ROI-VR) zoning districts.
- J. Second reading of Ordinance 19-29-LC - Relating to changes to the Zoning Map, which changes the zoning of one parcel from multiple zoning districts (Recreation, Institutional, and Residential, Office, Institutional - General Development) to Institutional (INST).
- K. Second reading of Ordinance 19-30-CN - Livery Vessel Permitting Moratorium Extension

6. *CONSENT AGENDA (No public comments)

- A. Development Review System Software - Update
- B. Main Street Betterment Alliance, Inc. Vet's Day Run/Walk
- C. Request approval of contract extension for the Asphalt Services with H&T Contractors
- D. Request approval of contract extension for Fencing Services with SH Hayes Enterprises
- E. Request approval of contract extension for Stormwater Maintenance with Florida Septic & Sewer
- F. Request approval of contract extension for median maintenance with Gulf Coast Environmental Contractors, Inc.
- G. Request approval for contract extension for HVAC and other mechanical services

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

- A. Councilmember Braden
 - 1) Crystal Beach right-of-way encroachments
- B. Councilmember Ramswell
- C. Councilmember Menchel
- D. Councilmember Overdier

- E. Councilmember Marler
- F. Councilmember Destin
 - 1) FDEP/Norriego Point land use conference.
 - 2) City Manager vacation terms.
- G. Councilmember Morgan
- H. Mayor Gary Jarvis
- I. Land Use Attorney
- 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

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
AUGUST 5, 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
Parks/Recreation Director Lisa Firth
Public Services Director Michael Burgess
Community Development Director Louis Zunguze
City Land Use Attorney Kimberly Kopp

City Clerk Rey Bailey
Deputy City Manager Webb Warren
Building Official Noell Bell
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 Logan Landes of Grace Lutheran Church gave the invocation, which was then followed by the Pledge of Allegiance.

AGENDA APPROVAL

Councilmember Destin moved to add on the agenda, under Section 7H - Mayor Gary Jarvis, the “Beach Service Discussion” and approve the agenda as amended; seconded by Councilmember Overdier. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

1. APPROVAL OF MINUTES

A. Approval of minutes of July 17, 2019 Budget Workshop

Motion by Councilmember Marler, seconded by Councilmember Overdier, to approve minutes of July 17, 2019 Budget Workshop passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

B. Approval of minutes of July 8, 2019 Budget Workshop

Motion by Councilmember Marler, seconded by Councilmember Ramswell, to approve minutes of July 8, 2019 Budget Workshop passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

C. Approval of minutes of June 3, 2019 Regular City Council Meeting

Motion by Councilmember Overdier, seconded by Councilmember Marler, to approve minutes of June 3, 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

A. Presentation: AT&T – Mr. Tim Hawkins, Senior Real Estate & Construction Manager for AT&T

Mr. Tim Hawkins provided the following presentation:

AT&T – Strengthening Connections Today, While Building for Tomorrow

- Small Cells – Answering the customer’s call for more
 - ❖ People everywhere are using connected devices for nearly everything
 - We use our mobile devices to hail rides, send emails, pay bills, stream shows and work remotely
 - We depend on apps for critical weather alerts and virtual maps for navigation services
 - Wearable devices can check our vital signs and monitor our health
 - Access to these solutions is no longer a luxury. It is essential to our daily lives
 - Small cells are flexible network solutions that can be readily deployed to heavily populated locations that are prone to connection issues or that cannot be served by traditional macro cells. They deliver increased data capacity, help enable higher connection speeds and bring an overall better wireless experience to customers today, while also preparing us for the technologies of the future
 - ❖ What the demand looks like on AT&T’s network
 - Data Traffic on AT&T’s mobile network has grown more than 470,000% since 2007
 - ❖ Why Small cells?
 - Provide much needed capacity for exploding wireless demand that is overwhelming macro-towers built for coverage
 - Support the growing number of new connected devices and mobile applications in the marketplace
 - Support 5G and prepare our network for the next generation of technologies
 - Position Florida as a leader in connectivity and help ensure our state has the 21st century infrastructure needed to remain competitive
 - ❖ The footprint, or serviced area, of a site is determined by height and by frequency band

- Macro-cell (4G LTE)
 - The common form factor for wireless communication. Higher height and lower frequencies used result in the largest service area
- Current Small Cell (4G LTE)
 - Uses the same frequencies as macro-cells, in addition to utilizing unlicensed spectrum. Due to lower height, footprint is smaller. Increases capacity or coverage in target areas
- Future Small Cell (5G)
 - Very high frequencies enabled by future 5G technology result in smaller footprint but can be used in future 5G in order to meet the exponential increased capacity demand. These frequencies are not used for wireless service today
- ❖ What is a Small Cell?
 - Average co-ax length stemming from small cell radio to antenna: about 20-30 feet
 - Average length of new fiber deployed connecting small cell to fiber network: about 205 feet
- ❖ AT&T in Florida
 - Nearly 5.4 million strand-miles of fiber-optics in Florida
 - 1,187 wireless upgrades made in Florida in 2018, including 47 new cell sites
 - 1,271 wi-fi hotspots in Florida as of July 10, 2019
 - 99.3% of Florida covered by the AT&T mobile broadband network as of May 10, 2019
 - More than 12,100 employees working in Florida as of June 30, 2019
 - Nearly \$3.2 billion invested by AT&T in its best-in-class wired and wireless networks in Florida from 2016-2018
- ❖ AT&T Small Cell in Destin
 - 39 sites
 - 31 sites at 30 feet
 - 8 sites at 37 feet

DISCUSSION

Councilmember Menchel asked if the towers are exclusive to AT&T or if other providers would be able to utilize them.

Mr. Hawkins replied that the frequencies that they broadcast are licensed and are exclusive to AT&T.

Councilmember Marler noted that AT&T placed some cell towers at Harborwalk and Emerald Grande last year without first notifying the property owners. Some of the property owners were not happy about the location of one of the poles. It was placed at the corner of the property right by the reader sign. Councilmember Marler requested that affected property owner(s) be notified before a cell tower or pole is placed in front of their property.

Mr. Hawkins stated they would start notifying property owners in advance going forward.

Councilmember Ramswell noted that a few years ago, AT&T had installed a tower across from James Lee Park. It was supposed to be an emergency effort at the time because of the quality of service or lack thereof in that area. There were two towers in Destin at the time, but there was a problem with one of them, so they had been limited to one cell phone traffic coming from one tower and there was not an adequate capacity to support the residents as well as the tourists. She asked how AT&T is working to address this issue.

According to Mr. Hawkins, the small cells have a plan for relieving capacity from the macro-sites. They currently have three towers: one at Harborwalk, one on Matthew Blvd, and one at Village Baptist Church.

Councilmember Ramswell asked if other providers, such as Verizon and T-Mobil, need to have their own towers, or are they all in some sort of a partnership whereby they could share towers.

Mr. Hawkins stated they have a partnership with regards to small cells; but the current towers they are building are strictly for AT&T.

Referring to the slides showing proposed location of towers (color-coded), the Mayor inquired as to the timeline on construction of the towers.

Mr. Hawkins explained that the green colored ones are currently operational. The yellow ones are to be completed by next month, and those in red are currently in permitting and are expected to go up within the next 120 days.

Public Services Director Michael Burgess noted they are asking AT&T to put streetlights on many of the small cells as they go up since the City has a shortage on streetlights; and that AT&T has agreed to do so. He added that AT&T will also pay for the electric bill for the streetlights.

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

Ms. Joan Hall complained about the loud noise coming from the construction site behind Winn-Dixie, which is within 100 feet from her home. She stated she has a petition with 100 signatures from people asking that construction activities not to commence at 3:00 AM and not to be held on Sundays.

Councilmember Destin asked the Land Use Attorney to contact the appropriate construction company and asked if they would agree not to these terms.

The Land Use Attorney stated she would speak with the attorney for the property owner who controls the construction company.

Councilmember Braden wants to know why they allow construction companies to commence work at 3:00 AM.

The Building Official Noell Bell noted that the City's noise ordinance allows construction companies to pour concrete starting at 3:00 AM; adding it is the only construction activity allowed to commence at 3:00 AM. She added that normal construction time is 7:00 to 10:00 AM.

The City Attorney noted that they used the standard template from across the State when they drafted the ordinance; however, the Council has the right to legislate an amendment to the code.

Mr. Alex Metz, a beach vendor, requested that Ordinance 18-15-LC, *Use of Wheeled Vehicle on the Beach*, be amended to include the condition approved by the Council on first reading but was not reflected in the ordinance when it was adopted on second reading. He continued the condition was that each vendor shall be allowed one vehicle per location with a maximum of three vehicles.

Mr. Metz also presented a document listing other recommended changes to the ordinance. One recommendation was to allow the use of light wheeled vehicles, such as an ATV, at their location; stating that this is critical to their day to day operation. He also asked that all City codes regarding beach vendors have an effective date of January 1st of the following year; thus, giving time to the Code Compliance Division to be able to inform and properly enforce each ordinance. It would also give vendors time to amend or defend their business practices and supporting the cohesiveness that the City Council strives to create between the City and vendors.

Ms. Patti Brown recommends the City considers amending not only the number of vehicles but also the time vehicles are allowed on the beach and the extended use of ATVs on the beach, to enable the vendors to service their customers and properly run their business.

4. CITY MANAGER REPORTS

A. Schedule of Fees – Resolution 19-11

The City Manager noted that he handed out a sheet to the Council members at the beginning of the meeting entitled "*Fee Schedule Corrections.*" He explained that on page 14 of the Schedule of Fees, under "*Short-Term Rental; Rental Registration Fees*" the current charge is \$200. The following three options will now apply:

Option A: Graduated fees based on square footage of unit

UNIT SQUARE FOOTAGE	CC-STR REG FEE
Less than 2499 sq. ft.	\$500
2500 – 4999 sq. ft.	\$600
Greater than 5000 sq. ft.	\$700

** Square foot based on building file data

Option B: Flat Rate Fee

Flat Registration Fee \$500

Option C: No Change

The City Manager also pointed out there is a typographical error on page 17 of the Fee Schedule. The line item under *Major Developments* should have read “\$4,250” and not “3,250.”

Councilmember Destin moved to adopt Resolution 19-11 and the associated Schedule of Fees for Fiscal Year 2019, with the amendment of Option A: Graduated fees based on square footage of unit on page 14, and to correct the scrivener’s error on page 17 of the Fee Schedule changing the fees for Major Development from \$3250 to \$4250. Councilmember Marler provided a second to the motion.

Councilmember Braden questioned the following entries on page 24 of the Fee Schedule:

Joe’s Bayou Recreation Fees

- | | |
|--|---------------------|
| ➤ Commercial Daily Launch/Recovery Fee | \$20.00 per Trailer |
| ➤ Destin Based Commercial Launch | \$1,030 per year |

The City Manager explained that a few years ago, the Council voted to give commercial vessels the opportunity to pay daily. Prior to that, they only pay for a yearly permit. The intent was to pay \$20.00 each time a boat is launched.

Councilmember Braden noted that parking is still set at \$5.00 per day. He was under the impression they plan to increase it this year.

The City Manager explained they would still have the opportunity to adjust it after the start of the new fiscal year. They just want to go through this summer season and then come back to the Council with some options including installing the gates which have been discussed.

Councilmember Menchel stated that aside from short-term rental registration fees and development fees, there seemed to be other fee schedule changes the Council suggested to be voted on tonight.

Community Development Director Louis Zunguze explained that increasing the impact fees on major developments is pending. There is a required study that was supposed to be conducted before they could raise those fees.

Councilmember Morgan stated that he cannot support any of the fee increases since they are not lowering the millage rate this year.

Councilmember Ramswell noted there seemed to be other fees that are missing such as fees based on code enforcement incidents like the Special Magistrate fees and increased fees for non-compliant with Special Magistrate’s orders.

Code Compliance Manager Joey Forgione explained that increasing the administrative fees for the Special Magistrate hearings and increasing the parking fees require code amendments. Those would be brought back to Council at a future date.

The Mayor called for a vote on the motion, which passes 6-1 (Council members Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”; Councilmember Morgan voted “no”).

B. Community Center Stucco Repair

The City Manager explained that the stucco has been eroding the past several years. He asked for Council’s authorization to spend an amount not to exceed \$100,000 to repair the damaged stucco.

Councilmember Overdier moved to authorize the City Manager to initiate a contract with a qualified stucco repair contractor in an amount not to exceed \$100,000 funded from the City’s unallocated fund balance and make the appropriate budget amendment; seconded by Councilmember Menchel.

Councilmember Braden wants to know the extent of the damage and if the City can file an insurance claim for the repair of the facility.

Public Services Director Michael Burgess noted that on July 12, 2019, representatives from Porter Roofing, one of the City’s continuing services contractors, was at the Destin Community Center investigating a leak in the area of the building’s cupola. They discovered cracks in the building’s stucco that had allowed water to accumulate behind the cement-type layers of the wall. When pressed, water would emerge from behind the stucco. In addition, it was reported that some of the windows in that area had missing sealant or the sealant had dry rotted.

The City Manager stated that the City’s HR Manager turned the matter over to the insurance company, but the coverage was denied. He will find out the exact reason for the denial of coverage.

Councilmember Ramswell commented that if some of the windows in this facility have missing sealant, it could be one of the potential causes of the stucco problems. She asked when the windows in that facility were replaced.

Parks/Recreation Director Lisa Firth stated that they are the original windows; adding that the location where the contractors were pushing on the stucco was up on the cupola above the stage. Those windows have actually been sealed 5 or 6 years ago.

Councilmember Ramswell wonders if those windows were properly sealed when they were put in and whether it was a construction error. As far as the dry rot issue, how often are they supposed to be sealed and if that is being done.

The City Manager noted that when he was hired by the City in 2002, the Community Center along with the windows in the front foyer were already leaking. Public Services once tried to caulk all those windows, but it did not work. He added they have hired professional window companies to come out and re-caulk the windows to no avail.

The Mayor suggests they investigate other constructional issues and to make sure the windows stopped leaking prior to doing the stucco repair.

Mr. Burgess noted that the Council approved the repair of the windows in last year's budget.

Ms. Firth added they had some leakage on the Community Center roof; but the roof is now sealed and so they could go ahead and have the windows repaired. The plan was to have the stucco repaired shortly after the repair of the windows.

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").

C. Development Review/Municipal Software Solution

Deputy City Manager Webb Warren provided the following update on the status of the Development Review/Municipal Software Solution:

- In 2019, staff established a software implementation team with representatives from different departments
 - ❖ Team has been collaborating to find innovative solutions to improve organizational efficiency in permitting, review, inspection, code compliance and financial processes
 - ❖ The organization has experienced a tremendous amount of change in a short period of time
 - Code Compliance Department and the Community Development Department have filled crucial positions in recent months
- Summary of efforts by the software implementation team include the following:
 - ❖ Identified challenges and opportunities for improvement in organizational process and workflow
 - ❖ Identified desired outcomes from any proposed initiative
 - ❖ Received feedback from similar municipalities who are currently engaged in initiatives to improve their organizational processes
 - ❖ Attended numerous demonstrations from industry-leading civic software solution providers
 - ❖ Identified available funding for this project
- Some challenges and opportunities for improvement in organizational processes and workflow include:
 - ❖ Information is not unified among departments related to the permitting, review, inspection and code processes.
 - ❖ The Citizenserve software package was a relatively low cost and allowed for quick entry to digitize the code enforcement processes as well as manage rental programs; however, staff has identified shortcomings in its community development and financial processes
 - ❖ Institutional knowledge is still heavily relied upon to locate existing site approvals and to retrieve other information
 - ❖ On-line tracking of permits is not currently available. This requires additional time from staff fielding calls and emails

- Some desired outcomes of this initiative:
 - ❖ Digitization and unification of all workflow for planning, inspections, building permits and code processes
 - ❖ Reduced cycle times for permits, plan review, inspections and development orders
 - ❖ Ability to migrate data from existing systems into a consolidated system
 - ❖ Decreased email and phone traffic between customers and employees
 - ❖ Reduced errors in process (overlooked approvals, misplaced documents)
- The City has solicited feedback from cities such as the City of Sanibel Island, Hallandale Beach, Marco Island, Gulf Shores and several others
 - ❖ These cities are all in various stages of implementing new software to facilitate process improvement, from the procurement stage to the 5th year of implementation
- Feedback from other cities emphasizes that proper internal and external resources are dedicated to any project of this magnitude. Specifically, departments must have proper staffing levels for this project to be successful
- City staff has been provided numerous demonstrations and information from industry-leading civic software solutions provider
- Energov fully integrates with the City's existing financial system, Tyler Technologies/MUNIS

Councilmember Braden noted that the Council approved this project over two months ago; adding he is disappointed they have not gotten started until recently and that it would take two years to implement the program.

Councilmember Marler stated that part of the reason it is taking so long is that they have to make sure the system they obtain will interact with the other system within the City.

Mr. Warren pointed out that the core part of the system will be substantially completed and installed in approximately one year; and that there will be some ongoing developments beyond that point.

Councilmember Ramswell suggests they start helping this process by having people scan materials in a logical fashion within their own department.

Mr. Warren stated they have already spent numerous hours scanning information. It is a very tedious and time-consuming process and they want to get it into the hands of the professionals so they could move things as expeditiously as possible. He continued that these are paper documents they have accumulated the last 35 years and are in numerous different formats. They believe what they are presenting to Council now is the most efficient and quickest way they can accomplish this task and then just focusing on efficiency.

Councilmember Menchel asked when they could actually access the system.

Mr. Warren pointed out that part of the contract negotiation is actually establishing the start date for the system; adding that initial conversations indicate they could potentially turn the system on early next year and then go live a year after that.

Councilmember Menchel inquired as to the estimate for an outside vendor to perform all the scanning work.

Mr. Warren stated it would be approximately \$70,000.

Councilmember Menchel moved to authorize the City Manager or his designee to negotiate and execute a contract, not to exceed \$200,000, for Tyler Technology's Energov municipal software solution and to be paid for out of the Community Development technology fund. Councilmember Ramswell provided a second to the motion.

Councilmember Destin asked what sort of security protocol they plan to implement to fight the epidemic of ransomware virus.

Mr. Warren noted they have network security they are focusing on with existing staff. They also rely upon their partnership with Microsoft who is Energov and who is doing their webinar on software security. They are confident their data will be secured.

Councilmember Braden asks that the City Manager provides a progress report to the Council at every Council meeting until this project is completed. Furthermore, once they hired a company to perform this service, for the City Manager to ensure appropriate department heads attend all required training as scheduled.

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").

D. Digitization of Community Development Department Files

Motion by Councilmember Menchel, seconded by Councilmember Ramswell, to authorize the City Manager to enter into an agreement with a digitization service, not to exceed \$70,000, for digitization of City records and fund the tasks with the unallocated fund balance and make the appropriate budget amendment, passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

E. 2020 Strategic Plan Summary

The City Manager noted that on May 15, 2019, Council participated in a one-day strategic planning session to identify and prioritize Key Customer Groups, FY 2020 Policy Objectives, FY 2020 Management and the 2020-25 areas that the City should focus on. Results from this session have been summarized in the Strategic Plan Summary. Once the Strategic Plan Summary is approved by Council, staff will develop work plans for the items and then incorporate them into the Strategic Goals Tables. The Strategic Goals Table is a living document that staff updates annually following the visioning session. It is divided into 5 strategic focus areas and includes goals and objectives set forth with Council consensus this year as well as in previous visioning workshops.

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

F. Haas Center Study for Beach Initiative and Triumph Application

Mr. Warren explained that the City has had a pre-application for \$12 million of funding to Triumph approved by Triumph staff. While this is not a binding approval for funding, it does provide the City feedback and a green light to continue with the very detailed Triumph application process. A critical component of the application process is establishing clear economic metrics to support the beach initiative project. The City engaged the Haas Center at the University of West Florida to perform a study outlining the economic impact of current Destin beaches and the potential benefits of their beach initiative project.

Councilmember Ramswell stated this seemed to be a lot of money to spend just for an application and providing various metrics to support the different needs of the application. She noted that the Haas Center has admitted in their own letter that they have done a study on Destin and a study for the Okaloosa TDC; and that most of these facts and figures are available online through their TDC. She asked why they still need to spend so much money when they already have access to this kind of information.

Mr. Warren noted that Specifically, the City must demonstrate quantitative evidence demonstrating how the proposed project or program will promote economic recovery, diversification and enhancement of the disproportionately affected counties and cities. He also stated that in reviewing successful and unsuccessful Triumph funding applications, they determine that it boils down to job creation.

The Mayor stated that in order to obtain the \$12 million Triumph funding, the City needs to be able to show a return on investment on which Triumph needs to base their decision. The Haas Center was instrumental in the last time the City had an evaluation on the importance of the Destin Harbor.

Councilmember Ramswell maintains that the Haas Center already has studies and all sorts of completed surveys and resource and data that are readily available.

Councilmember Destin stated that when they negotiate the contract with the Haas Center, they could have an understanding that where there is already research data that could answer some of the questions for the City that they do not conduct another study to re-create that data.

Councilmember Destin moved to authorize the City Manager to negotiate and execute a contract with the Haas Center at the University of West Florida for up to \$59,000 to fund an economic study and allocate \$20,000 from the City Council contingency account, \$5,000 from the City Manager contingency account, and \$34,000 from the unallocated fund balance and to make the appropriate budget amendment. Councilmember Menchel provided a second to the motion, which passes 5-2 (Council members Morgan, Destin, Marler, Overdier and Menchel voted “yes”; Council members Ramswell and Braden voted “no”).

G. Beach area paid parking update (Verbal Update)

Mr. Warren informed the Council that they have done a lot of research on this subject and that staff would be bringing it back within the next two meetings for further information relating to

beach parking. In the meantime, they would be correcting some drainage issues on the side of the road down by Norriego Point in one of the areas they would be proposing for paid parking.

H. Capt. Royal Melvin Heritage Park Plan

The City Manager requests approval of the final drawings/construction plans for the Captain Royal Melvin Heritage Park. Once approved by Council, staff will seek final approval from the Florida Community Trust and then move forward once the construction grant is approved the US Treasury.

Councilmember Braden asked if they could send the project out for bid while waiting for approval from the Florida Community Trust and US Treasury; and what is the anticipated timeline for approval.

The City Manager stated that if they start the process of construction without funding approval from the US Treasury, they will not be reimbursed for the money they spent. He also stated that he does not anticipate any major issues since all the required elements are still included in this project, and that he expects to get approval from the State within 60 days; after which they expect the US Treasury to approve the ORAC grant for construction.

Councilmember Marler moved to approve the Capt. Royal Melvin Heritage Park plans subject to meeting all applicable land development and building codes and authorize the City Manager to forward the approved document to the Florida Community Trust; seconded by Councilmember Menchel. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

I. Electrical utilities undergrounding priorities

Councilmember Destin provided the following suggestions for the City’s undergrounding priorities as part of the City’s franchise negotiations with Gulf Power:

1. Public Health/Safety Services – i.e. Fire Department, Police Substation, Nursing Homes, Hospitals, EOC
2. US Hwy 98 – main feeder lines/thoroughfare
3. North / South major roads back into the neighborhoods

According to the City Attorney, the City Manager is drafting a letter to send to Gulf Power. They will be attaching some sort of visual aid, so they know the general phasing for their priorities. The above list is an attachment from the previous Gulf Power when they provided a ballpark estimate to the City. This is their suggested phase development.

Councilmember Destin noted that Southern Company previously provided the City a cost estimate of \$169 million, which in his view was grossly overestimated. But he expects something less next time just by virtue of having NextEra, who is actually interested in undergrounding their own utility, unlike their predecessor the Southern Company. However, they would need to give NextEra a priority of what they want to see from a phase and undergrounding standpoint so they could generate a new estimate.

Councilmember Ramswell stated it would make more sense to underground US Hwy 98 first so that in case of an emergency, when power lines are down in significant places, they would need to have US Hwy 98 cleared for evacuation and emergency routes.

J. Membership appointments to the Short-Term Rental Task Force

The City Council appointed the following members of the Short-Term Rental Task Force.

Councilmember Morgan announced he would not be nominating anyone at this time.

Councilmember Destin moved to appoint Mr. Jeff Marken to the Short-Term Rental Task Force, seconded by Councilmember Ramswell. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

Councilmember Marler moved to appoint Mr. Bruce Craul to the Short-Term Rental Task Force, seconded by Councilmember Destin. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

Councilmember Overdier moved to appoint Mr. Ken Wampler to the Short-Term Rental Task Force, seconded by Councilmember Destin. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

Councilmember Menchel moved to appoint Ms. Marcie Bell to the Short-Term Rental Task Force, seconded by Councilmember Braden. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

Councilmember Ramswell moved to appoint Ms. Patti Brown to the Short-Term Rental Task Force, seconded by Councilmember Braden. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

Councilmember Braden moved to appoint Mr. Scott Hickey to the Short-Term Rental Task Force, seconded by Councilmember Ramswell. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

K. Announcements

The City Manager made the following announcements:

- August 12, 2019, 6:00 PM – Final Budget Workshop
- New IT Manager (Matthew Pace) and Stormwater Manager (Sara Sims) are on board

5. PUBLIC HEARINGS

A. Second 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 second 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 Land Use Attorney noted an amendment made to the definition of “Motor Vehicle” to include trailers.

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

Councilmember Menchel moved to approve Ordinance 19-12-LC, as amended, on second reading; seconded by Councilmember Overdier. 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. Morgan Sports Center Walking Trail Repair/Resurfacing
- B. Reimbursement to Councilmember Skip Overdier for expenses incurred while attending the Florida League of Cities Legislative Policy Committee Meeting in Orlando, Florida from July 18-19, 2019

Motion by Councilmember Marler, seconded by Councilmember Ramswell, to approve Consent Agenda items 6A and 6B, 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 requested that a dumpster be placed at the old Cemex plant to put in all the pipes and debris that were left after they cleared the lot. He also suggests putting some signage at the entrance to the lot that says, “For Overflow Boat Trailer Parking” and “Park at your own risk” to replace the existing “No Trespassing” sign.

B. Councilmember Ramswell

Councilmember Ramswell complimented Michael Burgess, Public Services Director, for his effort in making sure FDOT placed a warning sign on the Marler Bridge.

C. Councilmember Menchel

At this time, Councilmember Menchel asked Mr. Guy Tadlock to come forward and describe the navigable hazard at East Pass which he brought to the Council’s attention via email.

Mr. Tadlock noted that two weeks ago Sunday while leaving East Pass and approaching the #1 sea buoy, he noticed that the approach marker appeared to have been moved or drifted from where it was several weeks before. He cautiously navigated between the red and green markers at dead idle and tagged the bottom pretty well and stirred up a fair amount of sand. Upon returning he radioed the Coast Guard Station Destin to report the navigable hazard but got a response from Station Mobile. He did not have sufficient copy to communicate and radioed back and cleared the channel. After docking he called Station Destin by telephone and reported the hazard. He stated that the shoaling and the lack of proper channel marking is getting to be a very serious hazard.

According to Mayor Jarvis, all the larger boats are currently going 100-175 yard of the red marker on the east side of the channel; and that none of the charter boats that draw more than 3 feet are using the channel.

The City Attorney noted that with regards to the dredging of the East Pass, the East Pass trial did commence a week ago and that according to the City's special counsel, it did go extremely well for Destin. The administrative law judge have not ruled on the matter; however, they do anticipate that Destin would prevail.

Councilmember Menchel made the following requests:

- For the City to address the navigable hazard at East Pass, as described by Mr. Guy Tadlock, to the proper authority
- For staff to make sure all slide presentations are included in the Council packet or provide a hard copy to the Council
- Staff to invite someone from the Emerald Grande and FDOT, if possible, to the next Council meeting to discuss funding for the right-turn lane from US Hwy 98 to the Harborwalk Village
- Staff to make sure all Code Compliance Department vehicles have the appropriate tablets and printers installed
- Staff provides the Council a copy of the Action Agenda the City Clerk prepares after every Council meeting

D. Councilmember Overdier

1. Voting Delegate – Annual Florida League of Cities Conference

It was the consensus of the Council to designate Councilmember Overdier as voting delegate to the Annual Florida League of Cities Conference.

- E. Councilmember Marler
- F. Councilmember Destin
- G. Councilmember Morgan

1. Advance funding of PD&E Study on Airport Road to Calhoun Avenue

Councilmember Morgan noted that during a recent TPO meeting, Destin was moved from 14th to 3rd on the TPO's priority list of projects to be funded for the US Hwy 98 redesigned from Airport Road to the Marler Bridge. They are looking at an advanced funding for the PD&E study. They need somebody from the City, preferably an elected official, to meet with FDOT representatives to discuss the advance funding for the PD&E study.

Motion by Councilmember Morgan, seconded by Councilmember Menchel, to authorize the Mayor to represent the City in the fact-finding meeting with FDOT to discuss the advance funding agreement for the PD&E study and bring information back to Council passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

H. Mayor Gary Jarvis

1. Beach Service – Discussion

Mayor Jarvis noted that they previously received a hard copy of suggestions from the beach service industry regarding vehicles on the beach ordinance. He asked that this item be placed on the next Council meeting agenda for discussion.

The Land Use Attorney will provide a draft ordinance for discussion.

Councilmember Braden stated that it is hard for him to accommodate these vendors when they have not been following the rules and have been disrespectful to authority for the past several years.

The Mayor stated they do not want to penalize the good operators. They need to develop a clear and concise ordinance and then schedule a special workshop with all the vendors that are applying for a business tax receipt and have some discussion about civility in the community.

Councilmember Menchel would like some input from Code Compliance Officer Murray Casey with regards to beach service vendors' attitude.

Councilmember Ramswell asked the Land Use Attorney to address the language that was inadvertently excluded from the second reading of the wheeled vehicle on the beach ordinance.

The Land Use Attorney noted there was a conditional language that was included in the motion during first reading of the ordinance that did not get included during the second reading. They will incorporate this language into the ordinance.

I. Land Use Attorney

1. Bert J. Harris litigation update

The Land Use Attorney announced that the City received about 8 Bert J. Harris pre-suit notices in connection with short-term rental maximum occupancy regulation. These documents are currently under review. They will bring this item before the Council at an upcoming meeting with staff's recommendation on whether to enter into a settlement agreement.

Mayor Jarvis asked the Finance Director if he feels they have budgeted enough for legal expenditures in the event they have to go to court on these litigations.

Mr. Farmer noted there is \$100,000 in the budget for miscellaneous legal representation for the City's two ongoing cases; but it may not be enough to include the Bert J. Harris cases.

According to the City Attorney, they have a diminishing policy for \$100,000 which they are currently using to litigate against the Destin Fishing Fleet.

J. City Attorney

The City Attorney provided a status update on the ongoing Bert J. Harris claim from the Destin Fishing Fleet. He stated they have scheduled depositions of the City's corporate representatives scheduled for August 13th. On August 27th they have a case management conference with Judge Stone; at which time they anticipate Judge Stone entering a scheduling order which would require the City to draft and file any dispositive motions, set discovery limits and set a trial date. He continued that it would be a two-phase trial. The first phase involves whether the Destin Fishing Fleet is entitled to any relief; and if so, then they move on to the second phase which is the damages claim to determine the amount to which the Destin Fishing Fleet is entitled. He added that the City could elect to file a motion for summary judgement on the entitlement issue, which is part of their legal strategy. If such motion is filed, it would probably be set in the September/October time frame.

Councilmember Braden inquired as to the possibility of the Destin Fishing Fleet paying for the City's legal fees if the City prevails in the litigation.

According to the City Attorney, they triggered the attorney's fee provision in the State Statutes when they sent the settlement offer to the Fishing Fleet, which was subsequently declined. He continued that the City will be awarded attorney's fees if the City prevails in the litigation and the presiding judge determines the City made an offer in good faith.

Councilmember Destin asked if there is any benefit to having an economic study conducted which the Council could rely upon as they go forward with some of the claims that they have to litigate.

The Land Use Attorney stated they could try to secure someone to conduct such a study if the Council so desire.

Councilmember Destin asked the Land Use Attorney to come back at some point with some proposals from people that conduct this type of study that this Council might be able to explore.

8. PUBLIC COMMENTS

Ms. Marcie Bell noted that she recently visited James Lee Park and found it quite repulsive. The park is falling apart. Restrooms are filthy; and that there are rusted nails and screws, most of which are on handrails.

Councilmember Menchel stated that the Public Works/Safety Committee has been discussing this park quite regularly because they consider the situation there beyond deplorable. The parking lot lights are out almost all the time and regular maintenance of the park is not being conducted.

The Mayor suggests they send a letter to the County expressing their concerns about the park; and their TDC representatives should also bring it to the attention of the TDC.

Councilmember Ramswell stated that Sandman used to clean the beaches daily; but when the County took over the frequency dropped to 3 times a week. She also stated that the beach has been raked only 7 times during the entire summer season. When she presented this to the County, the County assured her they were going to take care of the issue. But another year has passed and the situation there is worse than ever.

Mr. Guy Tadlock noted that Clement Taylor Park has been down for quite a while. He stated that he is aware of the significant amount of work that has to be done to the park; but he just want to know when it is going to reopen.

The City Manager noted there was a significant damage to the seawall and to the gazebo due to Hurricane Michael; and that the repair is taking a while because the FEMA process is slow. He continued that they could get started on the repair process if the Council is willing to pay for it because until FEMA gives their final approval, they would be operating on their own. However, they hope to be able to reopen the park within the next 3 months.

Mr. Ken Wampler of the Destin Chamber of Commerce stated that the City Council approved a fee schedule tonight that was unpublished as the version of the fee schedule posted on the website did not include changes in the short-term rental registration fees. He noted that the Council raised the fee to a minimum of \$500 from \$50 just three years ago; adding that no one has that information until the City Manager read it into the record tonight.

Mr. Bill Reddington stated that by not having the changes to the short-term rental registration fees posted on the website, it deprived certain people the opportunity to oppose it. He continued that any dramatic changes to the fee schedule, such as that of the short-term rental registration fees that were approved tonight, should be advertised in advance.

Having no further business at this time, the meeting was adjourned at 8:48 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk



City of Destin Proclamation

THE CITY OF DESTIN'S 35TH ANNIVERSARY CELEBRATION

WHEREAS, Destin was incorporated and became a City in November 1984; and

WHEREAS, the City of Destin proudly celebrates its 35th anniversary this year; and

WHEREAS, while the City has seen remarkable change, monumental growth and been nationally recognized for its achievements during the past 35 years, it seeks to carefully preserve its heritage and environment; and

WHEREAS, the success of the City of Destin is due to the efforts of those elected and appointed officials who have volunteered their time, talent and energy; and

WHEREAS, the success of this organization is due also to the commitment made by City staff to carry out the vision of those leaders; and

WHEREAS, the City of Destin will host an Open House to honor Our Residents, Our Leaders, Our Volunteers and Partners, Our businesses, Our Youth, Our Seniors and Our Beaches and Harbor; and

WHEREAS, Destin commemorates the tireless efforts of all those involved with making the City of Destin a world-class community; and

NOW THEREFORE, be it proclaimed by the Mayor and Council that November 2019 be recognized as the:

THE CITY OF DESTIN'S OFFICIAL 35TH ANNIVERSARY CELEBRATION

and calls upon its citizens to participate in the recognition of 35 years of planning and dedication by all those involved in making the City of Destin a community we are proud to call home.

**SO, DONE THIS 21ST DAY OF OCTOBER 2019
BY:**

Gary Jarvis, Mayor



SPEAKER'S FORM
City of Destin Council Meeting

In an effort to better serve the community, the City Council requests that items or requests to be presented before Council be provided to the City Clerk by noon on Wednesday of the week prior to the meeting. Any related materials that you wish to distribute to Council in support of your item must be submitted at that time as well [see note at bottom of page]. This will give Council adequate time to review your request and make any necessary inquiries. In addition, the staff may need to contact you in response to your topic of concern or in response to action directed by the Council.

As you complete the form below, please note that certain fields marked by * are required. Late or incomplete forms, particularly where required information is omitted, will be deferred by Council to a future meeting pending receipt of all information.

The City appreciates your cooperation and adherence to these guidelines.

***** PLEASE PRINT *****

DATE OF REQUEST: 10/14/19 *COUNCIL MEETING DATE: 10/21/19
*NAME: Ms. NISHA L. BARRON *PHONE # 678-662-2516
ADDRESS: US CENSUS BUREAU *EMAIL: nisha.l.barron@2020census.gov
ATLANTA REGIONAL OFFICE
*TOPIC/ISSUE: 2020 CENSUS IN DESTIN

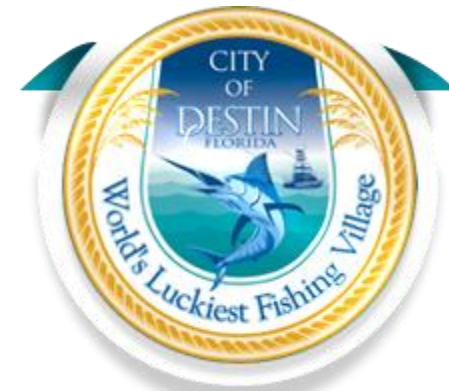
*HAVE YOU SPOKEN WITH CITY STAFF ABOUT THIS ISSUE? If so, who and when?
CITY CLERK REY BAILEY - OCTOBER 14TH

*DESIRED ACTION BY COUNCIL THE CITY OF DESTIN TO PARTNER WITH THE US CENSUS BUREAU IN RAISING AWARENESS AND INCREASING PARTICIPATION IN THE 2020 CENSUS.

PRESENTATION MATERIALS ATTACHED?: YES _____ NO X # OF PAGES _____

NOTE: Only one set of materials is required for submission unless color copies are desired. The City will make and distribute the correct number of black/white copies to the Mayor, Council, and appropriate staff. However, those persons desiring color copies to be distributed must provide 21 complete sets at the time of submission.

CENSUS 2020



Atlanta Regional Office
Managing Census Operations in
AL, FL, GA, LA, MS, NC, SC

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Census
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2020 CENSUS

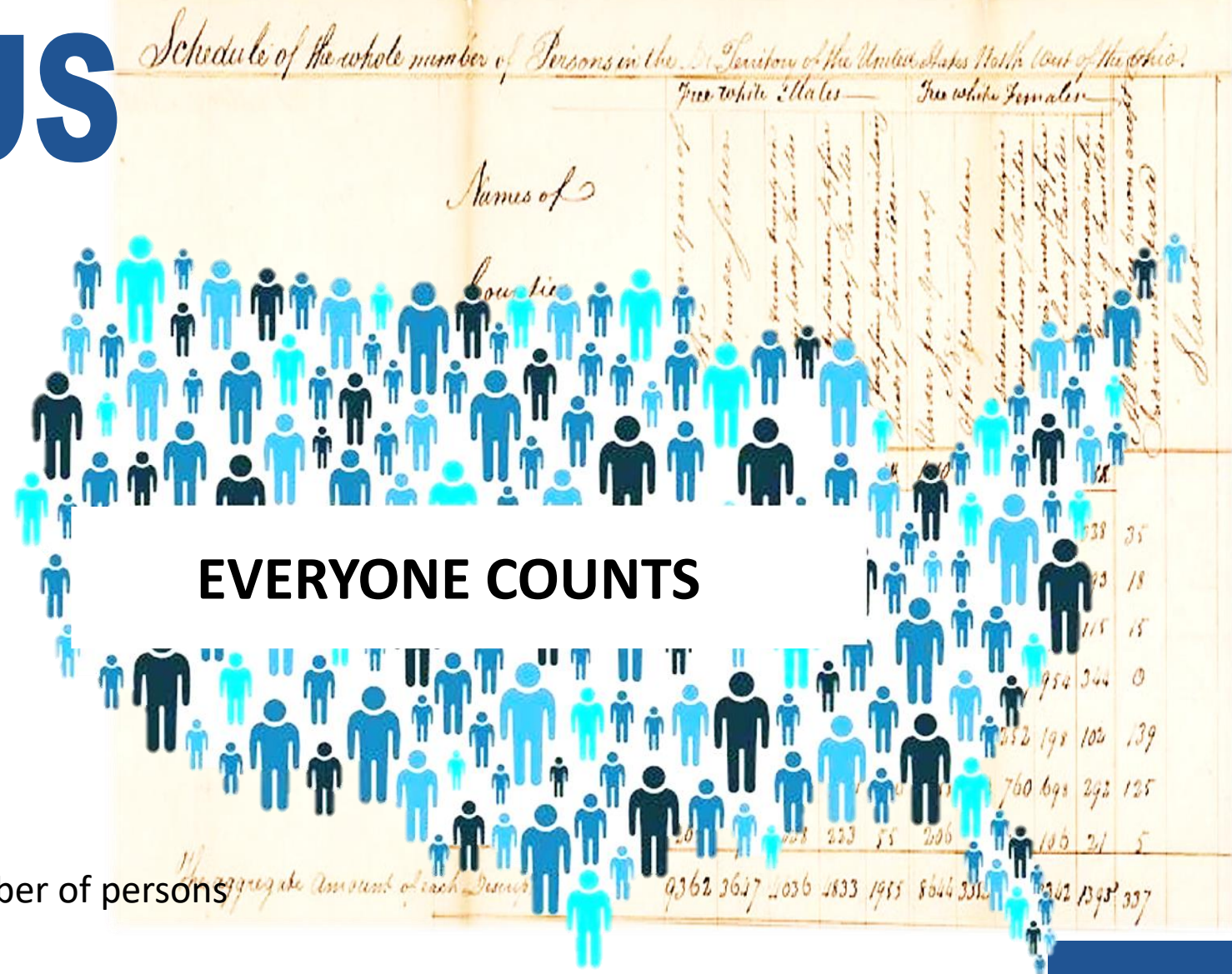
The United States Census is a [decennial census](#) mandated by [Article I](#), Section 2 of the [United States Constitution](#),

“[Representatives](#) and direct taxes shall be apportioned among the several States ... according to their respective Numbers

The actual Enumeration shall be made
.....within every subsequent Term of ten Years”

will be determined by "counting the whole number of persons in each State.

Participating in the Census is the civic responsibility of [all U.S. residents](#).



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2020

CENSUS 101

- LAW
- POWER
- MONEY
- PEOPLE
- BOTTOM LINE

CENSUS 101: WHAT YOU NEED TO KNOW

The 2020 Census is closer than you think!
Here's a quick refresher of what it is and why it's essential everyone is counted

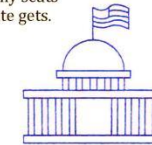
Everyone counts.

The census counts every person living in the U.S. once, only once and in the right place.



It's about fair representation.

Every 10 years, the results of the census are used to reapportion the House of Representatives, determining how many seats each state gets.



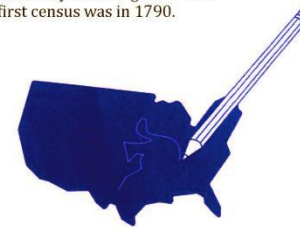
It's in the Constitution.

The U.S. Constitution requires a census every 10 years. The census covers the entire country and everyone living here. The first census was in 1790.

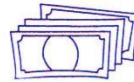


It's about redistricting

After each census, state officials use the results to redraw the boundaries of their congressional and state legislative districts, adapting to population shifts.



It's about \$675 billion.

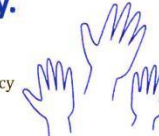


Census data determine how more than \$675 billion are spent, supporting your state, county and community's vital programs.



Taking part is your civic duty.

Completing the census is required: it's a way to participate in our democracy and say "I COUNT!"



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**Census
2020**

2020census.gov/jobs
1-855-JOB-2020

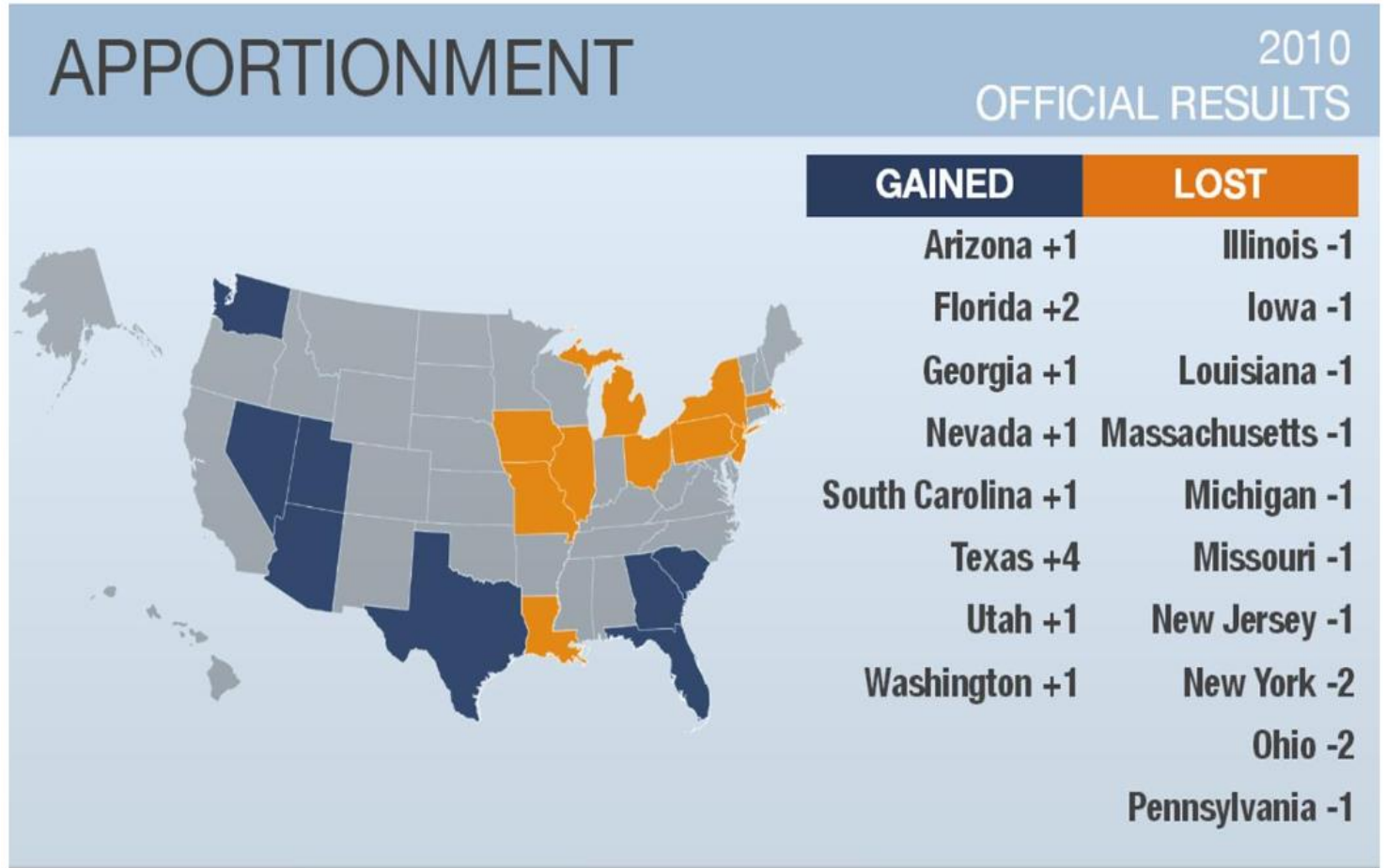
Participating in the Census is the right and responsibility of all U.S. residents.

CENSUS MATTER OF LAW

POLITICAL POWER

CENSUS POPULATION COUNT
are used to draw redistricting lines at
National, state and local levels.

CENSUS DATA helps determine our representation.



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2020

MONEY MATTERS

ECONOMICAL IMPACT

Census numbers are used to distribute billions of dollars to state and local governments over the **FOLLOWING** ten years.

**It's means
\$675 billion.**

Census data determine how more than \$675 billion are spent, supporting your state, county and community's vital programs.



WHY CENSUS 2020

Census data helps determine allocation of government resources and ensure fair political representation for Floridians and all Americans.



Florida's population is projected to increase by 6 million people by 2030.

\$25.5 BILLION[†]

More than one third (33.2%) of Florida's general revenues come from federal aid (\$25.5 billion).



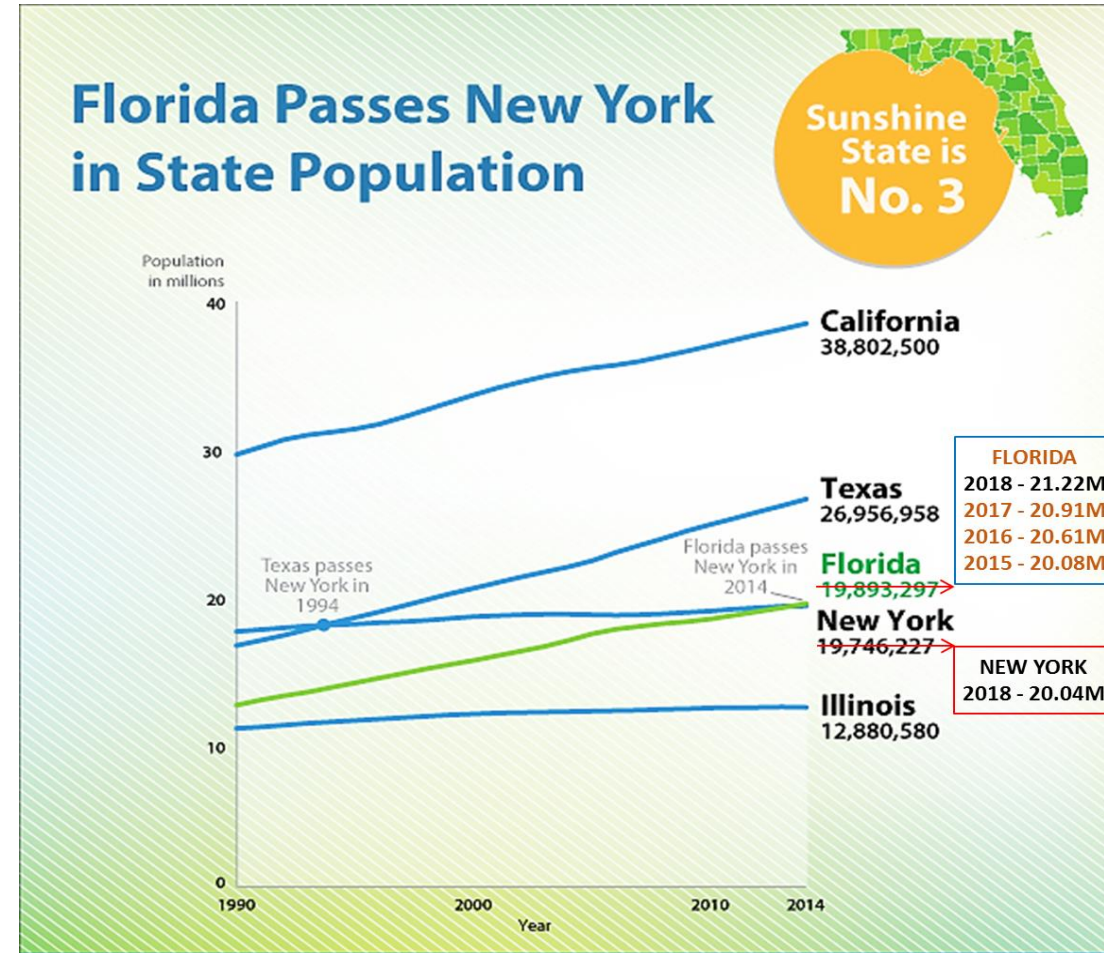
[†]United States Census Bureau "2014 State & Local Government Finances"

NUMBERS MATTERS

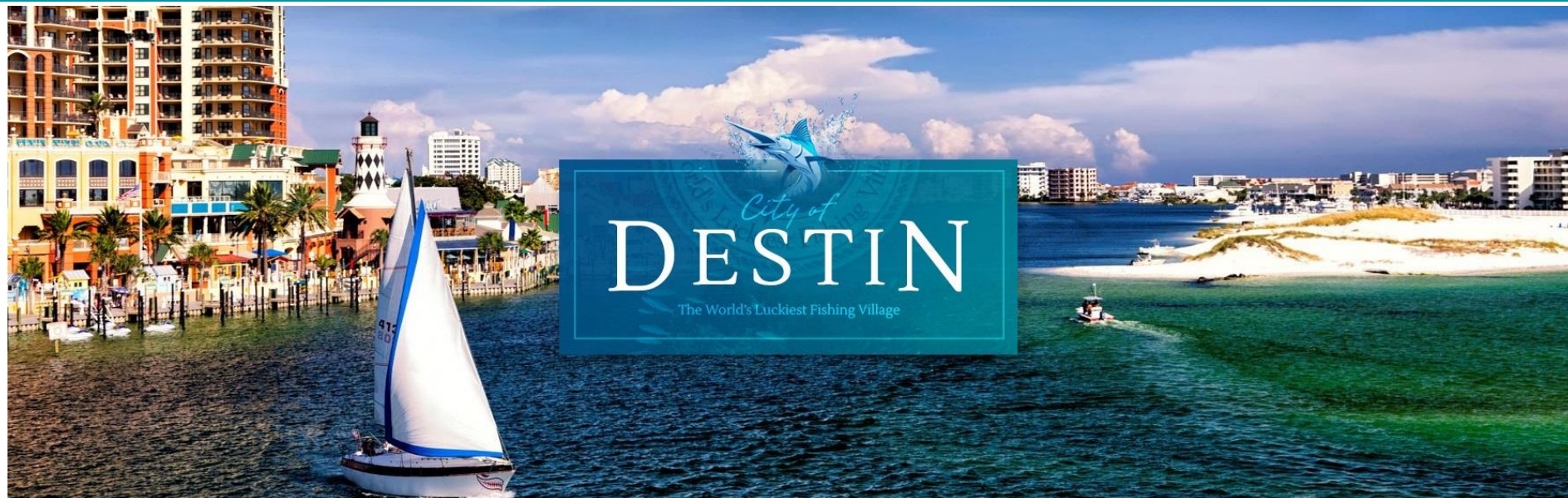
Census Data supports decision-making by both public agencies and private organizations.

Critically, Census Data are used to determine the allocation of federal funds to states for dozens of programs, including:

- Transportation, Roads and Highway
- Medicaid
- Children's Health Insurance Program
- Pre-K or Head Start
- Section 8 housing assistance
- Emergency Response
- Etc.



The Money Follows The Numbers Not The Need!



Population Est. 14,077

- **Median Age 39.5**
- **Men 6,627 Women 6,794**
- **Veterans 1,616**
- **Children under 5 642**

Geography	April 1, 2010		Population Estimate (as of July 1)								
	Census	Estimates Base	2010	2011	2012	2013	2014	2015	2016	2017	2018
Destin city, Florida	12,305	12,150	12,136	12,241	12,599	12,983	13,060	13,242	13,387	13,633	14,077



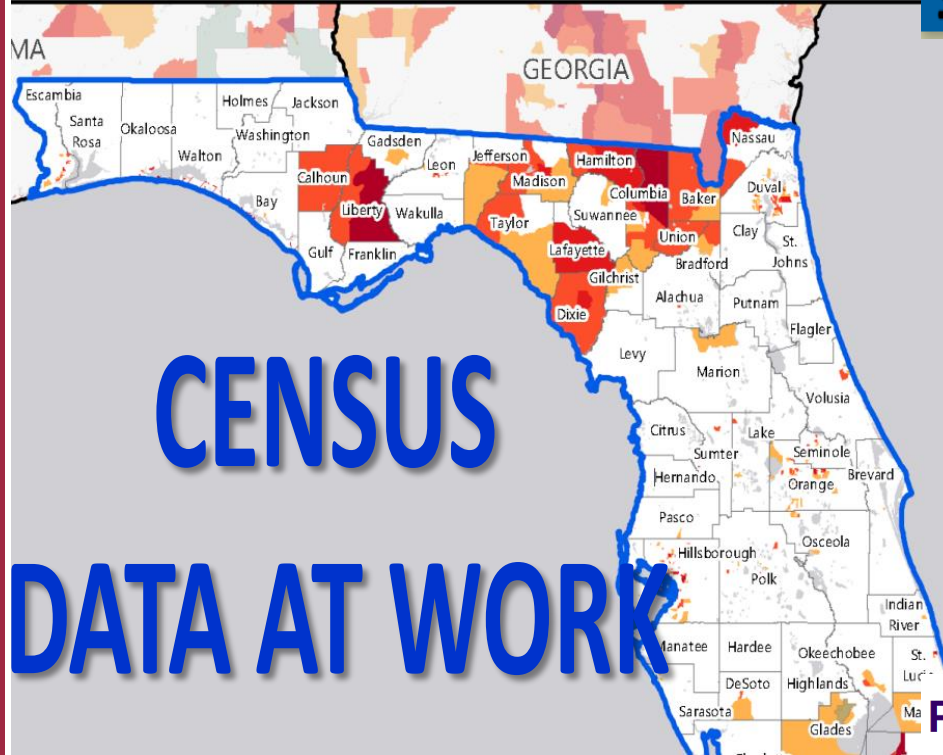
DATA MATTERS

- Median Household income \$71,407
- High School Graduate or Higher 95.8%
- Persons without health insurance, percent 16.1 %
- Persons in poverty 7.1%
- Percent of households with internet 67.9%

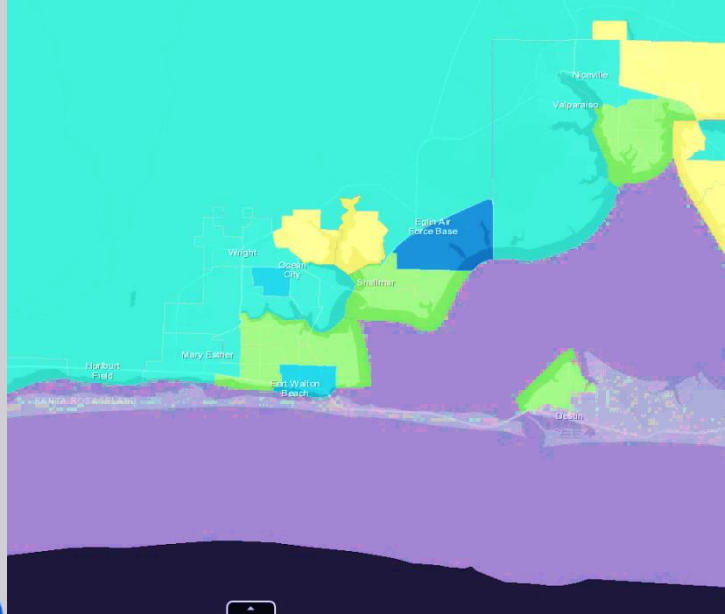
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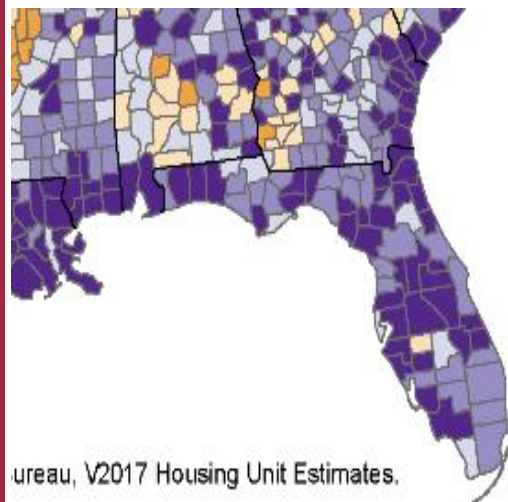
HARD-TO-COUNT COMMUNITIES IN FLORIDA



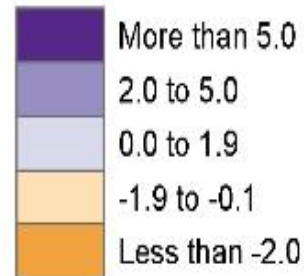
United States Census Bureau Response Outreach Area Mapper (ROAM)



Per Capita Income by County...

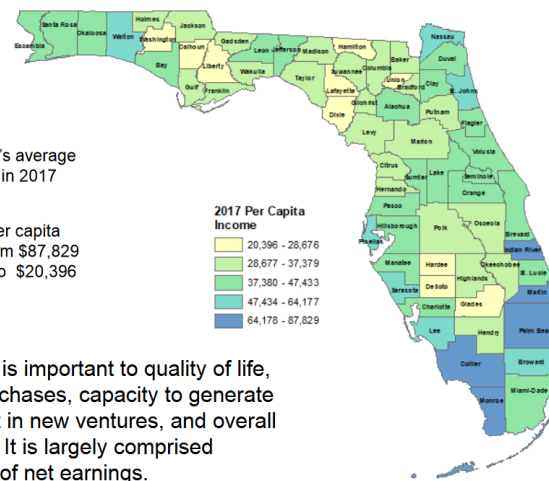


Percentage change



- Statewide, Florida's average per capita income in 2017 was \$47,684
- Florida's county per capita income ranged from \$87,829 in Collier County to \$20,396 in Union County.

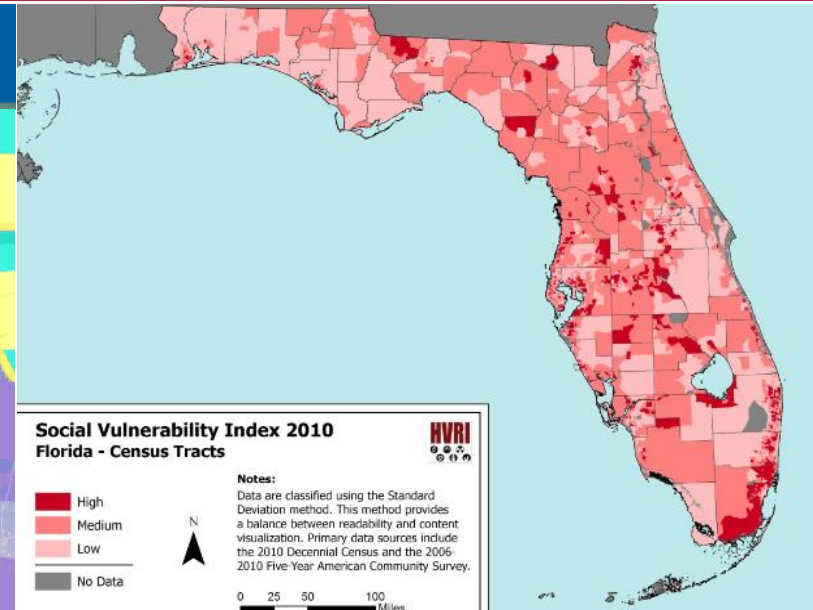
Per capita income is important to quality of life, ability to make purchases, capacity to generate savings and invest in new ventures, and overall economic stability. It is largely comprised (53.0% in Florida) of net earnings.



2017 Per Capita Income

- 20,396 - 28,676
- 28,677 - 37,379
- 37,380 - 47,433
- 47,434 - 64,177
- 64,178 - 87,829

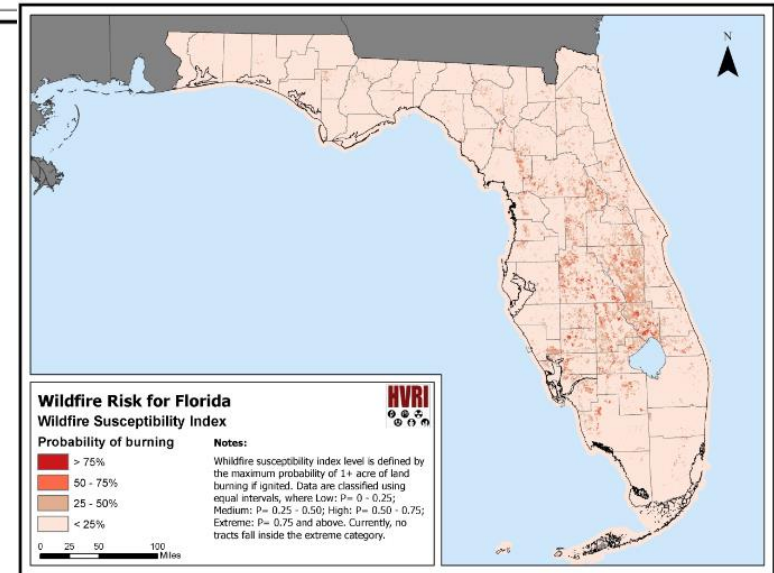
Source: US Department of Commerce, Bureau of Economic Analysis; Place of



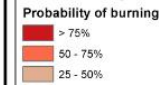
Social Vulnerability Index 2010 Florida - Census Tracts



Notes:
Data are classified using the Standard Deviation method. This method provides a balance between readability and content visualization. Primary data sources include the 2010 Decennial Census and the 2006-2010 Five-Year American Community Survey.



Wildfire Risk for Florida Wildfire Susceptibility Index



Notes:
Wildfire susceptibility index level is defined by the maximum probability of 1+ acre of land burning if ignited. Data are classified using equal intervals, where Low: P= 0 - 0.25; Medium: P= 0.25 - 0.50; High: P= 0.50 - 0.75; Extreme: P= 0.75 and above. Currently, no tracts fall inside the extreme category.

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United States
Census
2020

CENSUS COUNTING: HOW?

**“The goal of the 2020 Census
Count Everyone Once, Only Once And In The Right Place.”**

✓ Every household will have the option of responding online, by mail, or by phone.



Your responses to the 2020 Census are easy, safe and secure.

FOR OUR KIDS



Kiss them, then
count them.

The 2010 Census count missed 2.2 million young children ages 0-4, or one in 10 young children. States missed out on over a half billion dollars a year in funding from just five federal programs.

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2020

CENSUS CONFIDENTIAL

Under Title 13 of the U.S. Code

The Census Bureau is required by law to protect any and all personal information we collect and keep it strictly confidential.

**Your Census responses are
encrypted.**

They Safe and Secure.

**We keep your data
like you keep your
kids; Safe and Secure.**

Your responses to the 2020 Census are easy, safe and secure.



To support historical research, Title 44 of the U.S. Code allows the National Archives and Records Administration to release census records only after 72 years.

All Census Bureau staff take a lifetime oath to protect your personal information and any violation comes with a penalty of up to \$250,000 and/or up to 5 years in prison.

Shape
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United States[®]
Census
2020



Your responses are safe.

Your responses cannot be shared with other government agencies. It's the law. It's also an oath of every Census Bureau employee must swear to uphold.

**All Census responses are kept
confidential and private.
It is the law.**

Your responses cannot be shared with other government agencies. and cannot be used against you by any government agency or court in any way;

- **not by the Federal Bureau of Investigation (FBI),**
- **not by the Central Intelligence Agency (CIA),**
- **not by the Department of Homeland Security (DHS)**
- **not by Immigration and Customs Enforcement (ICE).**

CENSUS SECURITY

It is
important
to note
that the
Census
Bureau:

never asks for your full Social Security number;

never asks for money or a donation;

never sends requests on behalf of a political party;

never requests PIN codes, passwords or similar access information for credit cards, banks or other financial accounts.



Your responses to the 2020 Census are easy, safe and secure.

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Census
2020

HOW CAN YOU HELP?

Get Organized
Right NOW!

The more households know about the 2020 Census Operations, the better their understanding of the census process becomes, thus increasing their willingness to be a part of a successful count in 2020.

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PREPARE FOR 2020 CENSUS NOW!



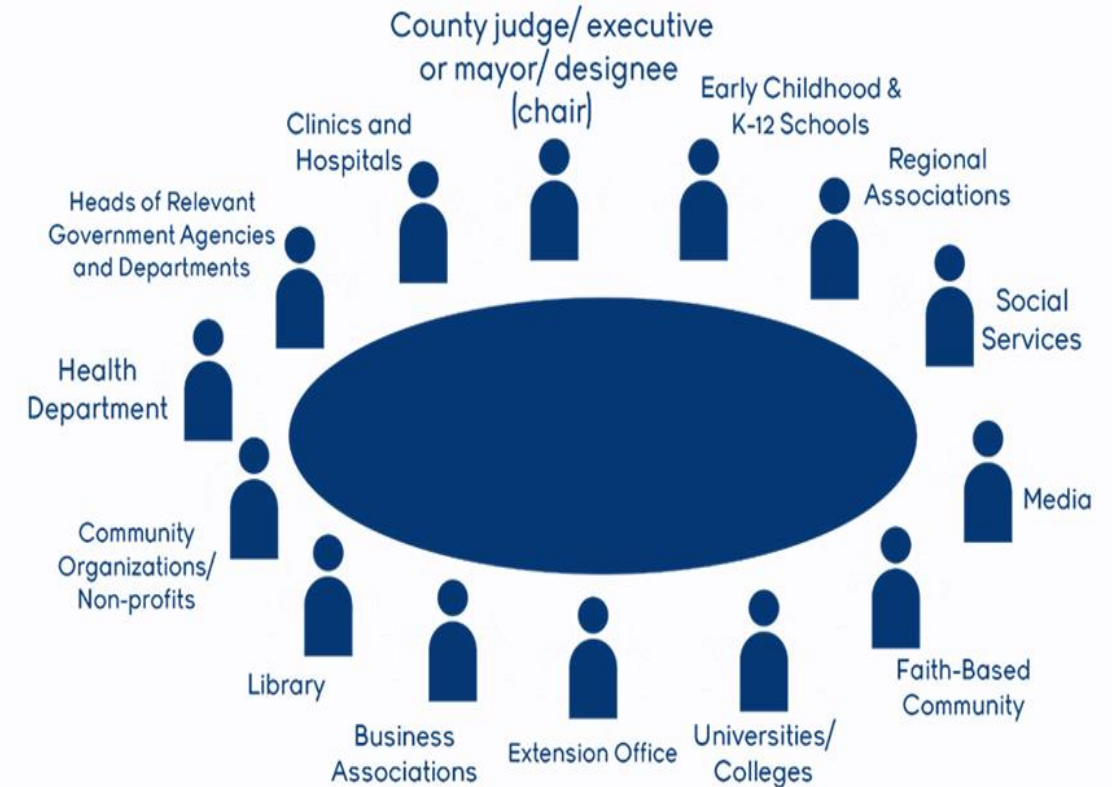
- Create or join a **Complete Count Committee CCC**
- Become a **Census Partner** to help raise awareness
- Encourage your peers to **get involved** too.
- Find out all you need to know at www.census.gov

WHAT IS A COMPLETE COUNT COMMITTEE?

COMPLETE COUNT COMMITTEES

**Partnership Specialist is advisor and Census liaison to CCCs

A **Complete Count Committee** is comprised of a broad spectrum of government and community leaders from advocacy, education, business, healthcare, faith-based and hard to count populations. It should have members to represent and have knowledge and/or influence on your community.



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CCC's SUPPORT CENSUS AWARENESS

- ✓ **Host promotional events**
- ✓ **Display census information**
- ✓ **Include census messages on correspondence**
- ✓ **Post on their social media sites**
- ✓ **Network with community and business leaders**

FORM COMMUNITY CCC'S

Low Response Score
Communities and Populations.

Hart to Count
Communities and Populations.



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2020 CENSUS CHALLENGES

- ✓ EDUCATING THE POPULATION
- ✓ RESIDENCY QUESTIONS
- ✓ HARD TO COUNT COMMUNITIES AND POPULATIONS
- ✓ LIMITED INTERNET AND PHONE ACCESS
- ✓ SECURITY CONCERNS
- ✓ FUNDING

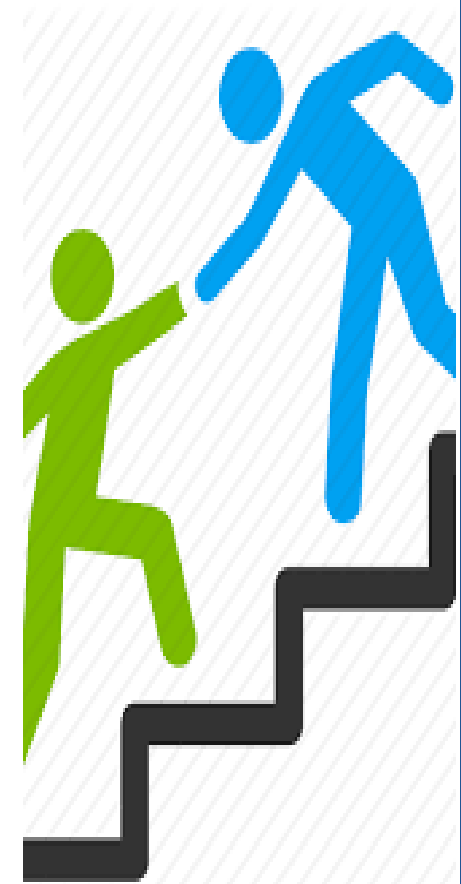


HOW THE CENSUS BUREAU WILL SUPPORT YOU

- ✓ Assist you in forming and advising committees
- ✓ Provide a variety of digital resources
- ✓ Participate in local events and activities.

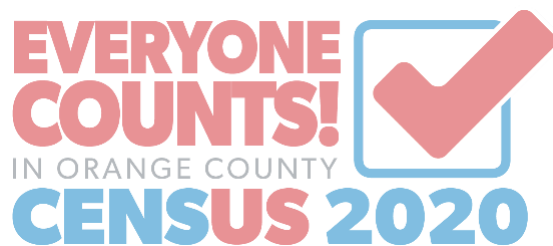
As the 2020 Census gets closer,

The Census Bureau launch a robust campaign of advertisements, provide information, logos, taglines drop in articles and templates for your customization.





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Census 2020
Shaping Plano's Future



Shape
future
HERE >

United States
Census
2020



WE'RE
STUDENTS
AND WE CAN
BE CENSUS TAKERS

APPLY ONLINE!
2020census.gov/jobs

2020 Census jobs provide:

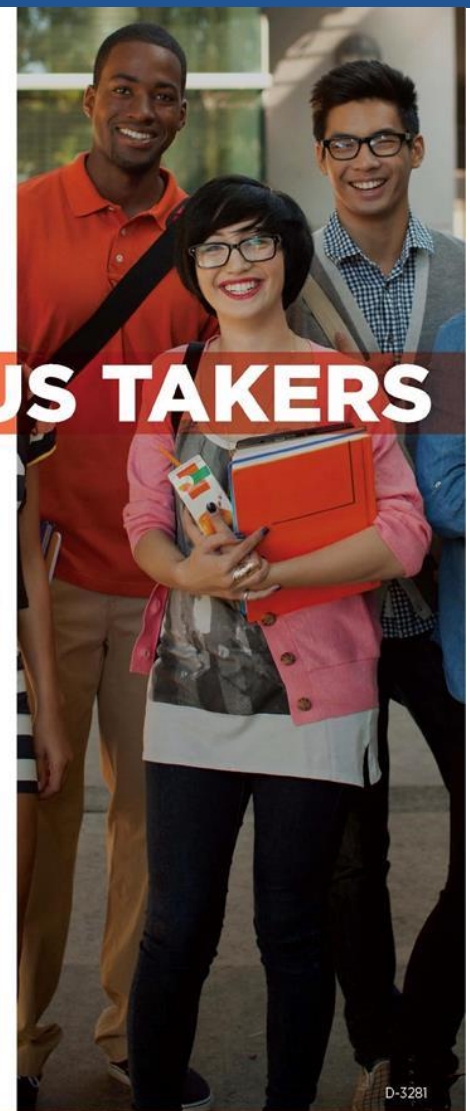
- ✓ Great pay
- ✓ Flexible hours
- ✓ Weekly pay
- ✓ Paid training

For more information or help applying, please call
1-855-JOB-2020

Federal Relay Service:
1-800-877-8339 TTY/ASCII
www.gsa.gov/fedrelay

The U.S. Census Bureau is an Equal Opportunity Employer.

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2020**



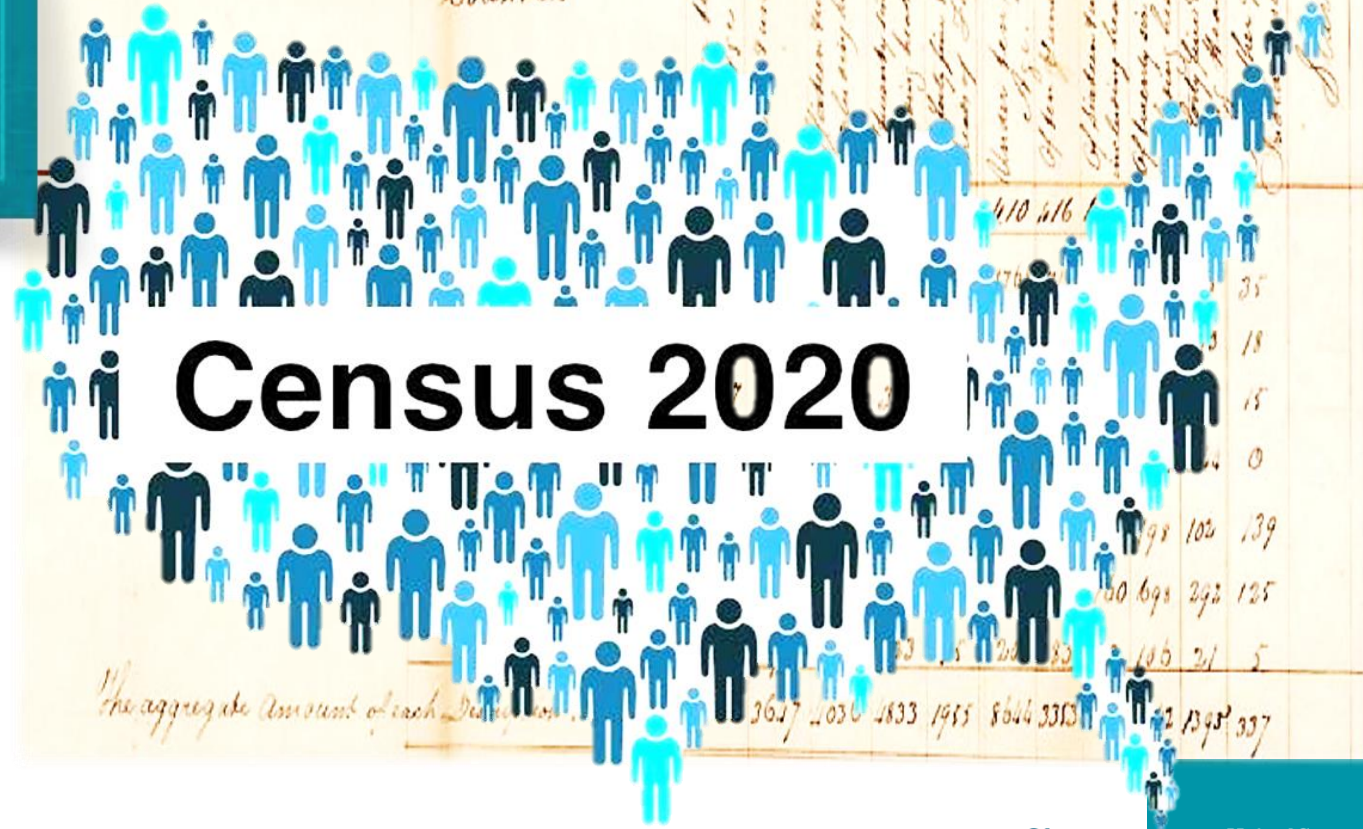
WE'RE HIRING ! \$14.50/hr Plus!

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Nisha L. Barron **U.S. Census Liaison,** **Partnership Specialist**

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United States Census Bureau
Atlanta Regional Census Center
North Florida Panhandle Area



Nisha L Barron
1-678-662-2516

Nisha.L.Barron@2020census.gov

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Michael Burgess, Public Services Director

DATE: 09/18/19

SUBJECT: Request approval of contract extension for Concrete Services with SH Hayes Enterprises

I. BACKGROUND: The Public Services Department has limited manpower and is not equipped to perform concrete services. For these more comprehensive projects it is necessary to outsource the work to vendors who have the equipment and manpower. S. H. Hayes Enterprises, LLC has satisfactorily provided these services under the current miscellaneous concrete continuing services contract which was effective June 7, 2016.

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

A. Link to Strategic Goals / Objectives: Organizational Excellence, III. A. 2.

B. Effect on Budget (EOB): \$185,000 was approved in the FY20 budget for concrete services.

C. Level of Service (LOS): No change.

III. CONCLUSION: This action allows for the third of four possible contract extensions for the miscellaneous concrete services provider.

IV. RECOMMENDED MOTION: I move that the contract extension for miscellaneous concrete services be extended for one year from November 1, 2019 to September 30, 2020 for S. H. Hayes Enterprises, LLC and authorize the City Manager to execute the contract on behalf of the City.

Attachments:

1. S.H. Hayes Enterprises LLC 2016-2017 Contract - Misc Concrete
2. Original bid document for Misc Concrete - SH Hayes
3. concrete contract ext
4. Memo to CM Concrete quotes 4000 and ADA plates

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS CONCRETE MAINTENANCE CONTINUING SERVICES CONTRACT

On June 6, 2016 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of S. H. Hayes Enterprises, LLC herein referred to as the **Contractor**, to supply miscellaneous concrete maintenance services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

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

1. Entire Contract:

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

2. Intent of Contract:

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

3. Term of Contract and Time Extensions:

This contract will be in effect from June 7, 2016 through September 30, 2017 and is for supplying the City with concrete maintenance services.

4. Time for Performance:

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

5. Compensation:

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

6. Changes in the Work:

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

7. Insurance:

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

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

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

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

12. Termination for Default:

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

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

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

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

13. Termination for Convenience:

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

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

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

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

15.2 Severability

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

15.3 Sovereign Immunity

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

15.4 Construction

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

15.5 Attorney's Fees

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

15.6 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:

15.7 Public Records

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

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

As to the City:

CARISSE LEJEUNE

~~Greg Kisela~~

4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

S. H. Hayes Enterprises, LLC
PO Box 206
Chipley, FL 32428

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 17th day of June, 2016.

ATTEST:

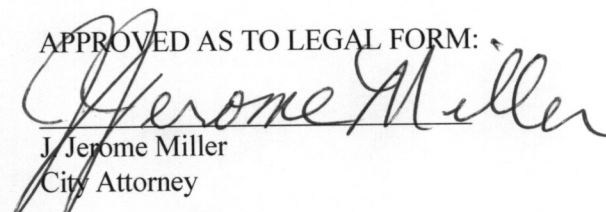

Key Bailey
City Clerk

SEAL

CITY OF DESTIN

By: Carisse LeJeune
Carisse LeJeune
Interim City Manager

APPROVED AS TO LEGAL FORM:


Jerome Miller
City Attorney

S. H. Hayes Enterprises, LLC
CONTRACTOR:

By:

Samuel H. Hayes
(Signature)

Samuel H. Hayes
(Printed Name)

Dugory C. Hayes
Witness

Charlotte A. Sheffield
Witness

Its:

owner
(Title)

EXHIBIT A

CITY OF DESTIN, FLORIDA REQUEST FOR BIDS RFB No. 16-07-PS. MISCELLANEOUS CONCRETE CONTINUING SERVICES

BID FORM

PART I Bid submitted by:

Company: S.H. Hayes Enterprises LLC
Address: P.O. Box 206
City & State: Chipley, Fla Zip Code: 32428
Telephone: () 850-326-5471 Fax: () N/A
Number of Years in Business: 36 yrs experience by owner

PART II Bidding RFB No. 16-07-PS. MISCELLANEOUS CONCRETE CONTINUING SERVICES, as follows:

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Constructions, Maintenance and Utility Operations, current edition. All construction, methods of measurement, and basis of payment shall be in accordance with Division II and III of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition, copies of which are available from the Florida Department of Transportation.

1. Contractor must be FDOT MOT certified.

ITEM	UNIT	UNIT PRICE
Concrete Driveway 6 inches thick-fiber reinforced	sq ft	\$ 46.50 5.16
Concrete Sidewalk - 4 inches thick installed	sq ft	\$ 4.50
Concrete Flat/Ribbon Curb (12" wide by 8" deep)	lf	\$ 14.00
Concrete Type "D" Curb	lf	\$ 15.00
Concrete Type "E" Curb & Gutter	lf	\$ 19.00
Concrete Type "F" Curb & Gutter	lf	\$ 20.00
Concrete Modified (18") Type "F" Curb & Gutter	lf	\$ 22.00
Fill Dirt provided, delivered, spread and compacted on grade	cu yd	\$ 80.00 20.00
FDOT qualified Traffic Control (MOT) cost	per day	\$ Cost plus 20% 250.00
Bermuda Sod installed	sq yd	\$ 5.50
St Augustine Sod installed	sq yd	\$ 5.50
Centipede Sod installed	sq yd	\$ 5.50
Removal of Concrete 4 inches thick	sq yd	\$ 12.00
Removal of Concrete 6 inches thick	sq yd	\$ 16.00
Removal of Asphalt up to 4 inches thick	sq yd	\$ 12.00
Clear & Grub	sq yd	\$ 20.00
Debris Hauling	cu yd	\$ 30.00
Silt Fence	lf	\$ 2.50
Asphalt Cut with Abrasive Blade	lf	\$ 3.50
Concrete Cut with Abrasive Blade	lf	\$ 4.50
Tree trimming	per hr	\$ 100.00
Aluminum Pipe Guiderail (FDOT Index 870)	lf	\$ 90.00
Irrigation Repair	per hr	\$ Cost plus 20% 60.00
Irrigation materials at cost plus 20 %		
American Disabilities Act (ADA) truncated dome paver installation	24" x 24" each	\$ 125.00
	24" x 48" each	\$ 250.00
	24" x 60" each	\$ 350.00
	24" x 72" each	\$ 375.00
	24" x 96" each	\$ 410.00
	24" x 120" each	\$ 450.00
	cu ft	\$ 12.50
Swale Installation (grading)		

materials provided by City

labor only

Additional costs associated with the above services and materials not listed:

Pumping water
placement concrete
required testing (certified)

\$ Cost plus 20%
\$ Cost plus 20%
\$ Cost plus 20%
\$ _____
\$ _____
\$ _____

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

PART III Certifications:

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

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

Signature and Certification:

Name and Title of Authorized Representative:

Samuel Hugh Hayes

(Print or Type)

Signature:

Samuel Hugh Hayes

Date of Bid:

5/10/16

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

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

END OF BID FORM

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 16-07-PS
MISCELLANEOUS CONCRETE CONTINUING SERVICES



City of Destin, Florida
April 2016

Greg Kisela
City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for a Miscellaneous Concrete Continuing Services Contract. Scope of Work will include, but not be limited to miscellaneous concrete work focusing on sidewalk installation and repair for City projects. This will be a full-service one-year contract with options for four additional one-year extensions not to exceed five years. Successful Bidder shall be required to supply the City with copies of current Liability Insurance and Workmen's Compensation coverage. **An original and six (6) copies of the bid must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked "RFB No. 16-07-PS, "MISCELLANEOUS CONCRETE CONTINUING SERVICES CONTRACT", no later than 2:00 p.m. CST, on Thursday, May 12, 2016 at which time they will be opened and read aloud.** Bidders should contact the City Clerk's office to obtain either an electronic or paper version of the Bid documents. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Greg Kisela
City Manager

CITY OF DESTIN, FLORIDA

**REQUEST FOR BIDS (RFB) NO. 16-07-PS
MISCELLANEOUS CONCRETE CONTINUING SERVICES**

- I. **PURPOSE:** The purpose of RFB No. 16-07-PS is to secure sealed Bids for a miscellaneous concrete continuing services contract focusing on sidewalk installation and repair for City projects. The initial contract will be effective upon Council approval through September 30, 2017. The contract will have renewal options for four (4) additional one (1) year extensions. This Request for Bid is for miscellaneous concrete work occurring within the contract frame of 5 years. The City cannot guarantee any volume of work.
- II. **SCOPE OF WORK:** The Scope of Work will include, but not be limited to miscellaneous concrete work for City projects. The contractor will be responsible for furnishing all tools, machines, equipment, labor and incidentals necessary to complete the work.
- III. **BID REQUIREMENTS:** Each Bid shall indicate, in the following order, the **mandatory** information outlined below:
- A. Completed Bid Form
 - B. Number of years the firm has been performing concrete work
 - C. Location of Firm
 - D. Previous work experience
 - E. Current work commitments
 - F. Availability
 - G. Each Bid shall contain evidence of proper licensing to perform required services in the State, County, and City
 - H. Completed Request for Taxpayer Identification Number and Certification (W-9) Form
 - I. Copies of Workman's Compensation insurance
 - J. Each Bid shall contain a completed Public Entity Crime Form (Attachment #1)
 - K. Each Bid shall contain a completed Drug-Free Workplace Certification (Attachment #2)

Failure to provide any of the above listed mandatory information may result in the elimination of the Bid from consideration.

- G. Bid Opening. Bids are presently scheduled to be opened publicly and read aloud at 2:00 p.m. CT, on Thursday, May 12, 2016 in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida. The City of Destin Bid Committee will then review all Bids and forward their recommendation to the City Council for award.
- H. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 16-07-PS may be directed to the individuals below:
- | | | |
|--------------------------------|----|-------------------------------------|
| <u>For Technical Questions</u> | OR | <u>For Administrative Questions</u> |
| Timothy L. Pietenpol | | Rey Bailey, City Clerk |
| City of Destin | | City of Destin |
| 4200 Indian Bayou Trail | | 4200 Indian Bayou Trail |
| Destin, Florida 32541 | | Destin, Florida 32541 |
| (850) 837-4242 | | (850) 837-4242 |
- I. Contact Prohibition: All prospective Proposers are hereby instructed **NOT** to contact any member of the City of Destin City Council, City Manager, or City of Destin staff member other than the Authorized City Contact Person identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.
- J. Responsive Bids. Only those Bids fulfilling all requirements outlined in this RFB will be considered.
- K. 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 bidder(s) when it serves the best interest of the City.
- L. Final Offer. The Bid, as submitted, will be considered to be the last and final offer. The Bid shall remain binding one hundred twenty (120) calendar days after the closing date of the request.
- M. 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 readvertise 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.

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 16-07-PS.
MISCELLANEOUS CONCRETE CONTINUING SERVICES

BID FORM

PART I Bid submitted by:

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Address: P.O. Box 206
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ITEM	UNIT	UNIT PRICE
Concrete Driveway 6 inches thick-fiber reinforced	sq ft	\$ <u>46.50</u>
Concrete Sidewalk - 4 inches thick installed	sq ft	\$ <u>4.50</u>
Concrete Flat/Ribbon Curb (12" wide by 8" deep)	lf	\$ <u>14.00</u>
Concrete Type "D" Curb	lf	\$ <u>15.00</u>
Concrete Type "E" Curb & Gutter	lf	\$ <u>19.00</u>
Concrete Type "F" Curb & Gutter	lf	\$ <u>20.00</u>
Concrete Modified (18") Type "F" Curb & Gutter	lf	\$ <u>22.00</u>
Fill Dirt provided, delivered, spread and compacted on grade	cu yd	\$ <u>80.00</u>
FDOT qualified Traffic Control (MOT) cost	per day	\$ <u>Cost plus 20%</u>
Bermuda Sod installed	sq yd	\$ <u>5.50</u>
St Augustine Sod installed	sq yd	\$ <u>5.50</u>
Centipede Sod installed	sq yd	\$ <u>5.50</u>
Removal of Concrete 4 inches thick	sq yd	\$ <u>12.00</u>
Removal of Concrete 6 inches thick	sq yd	\$ <u>16.00</u>
Removal of Asphalt up to 4 inches thick	sq yd	\$ <u>12.00</u>
Clear & Grub	sq yd	\$ <u>20.00</u>
Debris Hauling	cu yd	\$ <u>30.00</u>
Silt Fence	lf	\$ <u>2.50</u>
Asphalt Cut with Abrasive Blade	lf	\$ <u>3.50</u>
Concrete Cut with Abrasive Blade	lf	\$ <u>4.50</u>
Tree trimming	per hr	\$ <u>100.00</u>
Aluminum Pipe Guiderail (FDOT Index 870)	lf	\$ <u>90.00</u>
Irrigation Repair	per hr	\$ <u>Cost Plus 20%</u>
Irrigation materials at cost plus <u>20</u> %		
American Disabilities Act (ADA) truncated dome paver installation	24" x 24" each	\$ <u>125.00</u>
	24" x 48" each	\$ <u>250.00</u>
	24" x 60" each	\$ <u>350.00</u>
	24" x 72" each	\$ <u>375.00</u>
	24" x 96" each	\$ <u>410.00</u>
	24" x 120" each	\$ <u>450.00</u>
	cu ft	\$ <u>12.50</u>

Swale Installation (grading)

materials provided by City

Labor only

ATTACHMENT #1

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 16-07-PS,

MISCELLANEOUS CONCRETE CONTINUING SERVICES

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 RFB No. 16-07-PS

2. This sworn statement is submitted S.H. Hayes Enterprises LLC whose
business address is P.O. Box 266, Chipley, Fla 32428

and (if applicable) Federal Employer Identification Number (FEIN) is 81-2507644 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Samuel Hugh Hayes and my relationship to the entity named
above is OWNER

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.

ATTACHMENT #2

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 16-07-PS,

MISCELLANEOUS CONCRETE CONTINUING SERVICES

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: S.H. Hayes Enterprises LLC
ADDRESS: P.O. Box 206
CITY: Chipley STATE: Fla ZIP CODE: 32428
TELEPHONE NUMBER: 850-326-5471
SIGNATURE: Samuel Hugh Hayes DATE: 5/10/16
NAME (TYPED OR PRINTED): Samuel Hugh Hayes
TITLE: Owner

Sims Insurance Agency

410 N Waukesha Street

Bonifay, FL 32425

Phone: (850) 547-5411 / Fax: (850) 547-5412

May 10, 2016

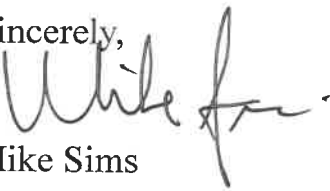
S H Hayes Enterprises LLC
PO Box 206
Chipley, FL 32428

To whom it may concern:

At present time, Mr. Samuel Hayes is currently exempt for workers compensation coverage.

Upon a successful bid, we will provide workers compensation for all employees included for S H Hayes Enterprises LLC.

Sincerely,



Mike Sims
Agent

Liability Insurance will be provided
upon successful bid acceptance
M.S.

NOTICE OF ELECTION TO BE EXEMPT

If this application contains incomplete or inaccurate information, it may cause a delay in the issuance of your exemption. An officer electing an exemption under Chapter 440, Florida Statutes, is not entitled to benefits under this chapter.

Section 1:

APPLICANT INFORMATION

First & Last Name: Samuel H Hayes
State Driver's License Number: H200788602600
State ID Number: 7/20/1960
State: FL
Date of Birth:
Social Security Number (last four digits): 6833
Email Address: hayesenterprisescorp@yahoo.com

Section 2:

CONSTRUCTION INDUSTRY APPLICANT (\$50 FEE REQUIRED)

Member of a Limited Liability Company LLC
(Construction)

Corporate Title: Member

Section 3:

This section should be completed with information specific to your corporation or to the limited liability company in which you are a member. The name of the corporation or limited liability company listed on this application **MUST** match the name of the corporation or limited liability company as registered with the Florida Division of Corporations.

Name of Corporation or LLC: S H Hayes Enterprises LLC **FEIN:** 81-2507644

IF YOU NEED TO APPLY FOR A FEIN, CLICK HERE

Business Name (DBA): **Phone:** (850)326-5471

Applicant's Address of Record: P O Box 206

City: Chipley **State:** FL **Zip:** 32428 **County:** Washignton

Click on the arrow(s) next to the text box(s) to view a list of available Scope classifications/trades for the form type chosen in Section 2. Click on the appropriate scope to select. If you are unsure as to which classification/trade to choose, please contact your workers' compensation insurance carrier. If you do not have a workers' compensation insurance policy, contact the National Council on Compensation Insurance (NCCI) at 1-800-622-4123 option 5 to obtain a classification code.

Scope 1: 05022 Masonry NOC **Scope 2:** **Scope 3:** **Scope 4:**

Section 4:

The corporation of which you are an officer or limited liability company of which you are a member must be registered and in ACTIVE status with the Florida Division of Corporations. Applicants applying as an officer of a corporation must be listed as an officer of the Corporation with the Florida Division of Corporations. List the document number on file with the Florida Division of Corporations.

81-2507644

Section 5:

Pursuant to Chapter 489, F.S. (contractor licensing law), list certified or registered licenses related to the scope of business or trade listed in Section 3 held by the applicant, or the certified or registered license numbers held by the qualifier for the corporation or limited liability company listed on this application. The business name listed on the license **MUST** match the name of the corporation or limited liability company as registered with the Florida Division of Corporations and on this Notice of Election to be Exempt.

No DBPR License Listed

This section is not applicable to my business

Section 6:

If you have submitted an electronic payment for this application, the transaction confirmation number is listed in the following space:

Confirmation Number: 292896420

Application Number: E00482613

Section 7: N/A

Are you affiliated with any corporation or limited liability company other than the corporation or limited liability company to which this application applies?

Name: FEIN

Name: FEIN

Name: FEIN

Section 8: CONSTRUCTION INDUSTRY AND NON-CONSTRUCTION INDUSTRY LLC MEMBERS ONLY

To be eligible for a construction industry exemption or a non-construction limited liability company exemption, an applicant must have the required ownership of the corporation or limited liability company.

I am a member who owns at least ten percent(10%) of the limited liability company listed on this application.

Section 9:

I certify that any employees of the corporation or members of the limited liability company listed in Section 3 are covered by workers' compensation insurance. Please identify the workers' compensation insurance carrier that covers any non-exempt employees.

Carrier Name: My business does not have any non-exempt employees

Section 10:**FRAUD NOTICE**

- A. Any person who, knowingly and with intent to injure, defraud, or deceive the department or any employer or employee, insurance company or any other person, files a Notice of Election to be Exempt containing any false or misleading information is guilty of a felony of the third degree.
- B. Attestation of applicant – By providing my name below, I attest that I have read, understand and acknowledge the foregoing notice.
- C. Acknowledge that this Notice of Election to be Exempt does not exceed limits for corporate officers, including any affiliated corporations as provided in Section 440.02, Florida Statutes.

First Name: Samuel

Last Name: Hayes

Note: The Division has 30 days to review your application to determine if it meets the eligibility requirements for the issuance of an exemption. The Division will either issue a Certificate of Election to be Exempt or notify you that your application is incomplete. The Division reviews and processes exemption applications in the order they are received.

Exemption information is reflected on the Proof of Coverage database the day following the issuance of the exemption. Visit the Division's website at <http://www.myfloridacfo.com/wc> to print your certificate.

Date of this notice: 05-04-2016

Employer Identification Number:
81-2507644

Form: SS-4

Number of this notice: CP 575 A

S H HAYES ENTERPRISES LLC
SAMUEL H HAYES SOLE MBR
PO BOX 206
CHIPLEY, FL 32428

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-2507644. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	01/31/2017
Form 940	01/31/2017

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Attached are the forms and instructions to form a Florida Limited Liability Company pursuant to Chapter 605, Florida Statutes. All information included in the Articles of Organization must be in English and must be typewritten or printed legibly. If this requirement is not met, the document will be returned for correction(s). The Division of Corporations suggests using the sample articles merely as a guideline. Pursuant to s. 605.0201, Florida Statutes, additional information may be contained in the Articles of Organization.

The name of a limited liability company must be distinguishable on the records of the Florida Department of State.

A preliminary search for name availability can be made on the Internet through the Division's records at www.sunbiz.org. Preliminary name searches and name reservations are no longer available from the Division of Corporations. You are responsible for any name infringement that may result from your name selection.

NOTE: This form for filing Articles of Organization is basic. Each limited liability company is a separate entity and as such has specific goals, needs, and requirements. Additionally, the tax consequences arising from the structure of a limited liability company can be significant. The Division of Corporations recommends that all documents be reviewed by your legal counsel. The Division is a filing agency and as such does not render any legal, accounting, or tax advice. The professional advice of your legal counsel to ascertain exact compliance with all statutory requirements is strongly recommended.

Pursuant to s.605.0201, Florida Statutes, the Articles of Organization must set forth the following:

ARTICLE I:

The name of the limited liability company, which **must** end with the words "Limited Liability Company," or the abbreviation "L.L.C.," or the designation "LLC."

ARTICLE II:

The mailing address and the street address of the principal office of the limited liability company.

ARTICLE III:

The name and Florida street address of the limited liability company's registered agent. The registered agent must sign and state that he/she is familiar with and accepts the obligations of the position.

ARTICLE IV: The name and address of each person authorized to manage and control the Limited Liability Company. Although this information is optional at this time, most financial institutions require this information to be recorded with the Florida Department of State in order to open an account. The Department of Financial Services also requires this information to issue Workers' Compensation.

Use "AMBR" for members who are authorized to manage and control the company. Use "MGR" for managers of manager-managed LLCs.

ARTICLE V: If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.

What is an effective date?

You may list an effective date if you would like the limited liability company's existence to become effective on a date other than the date it is filed by this office. The effective date can be up to 5 business days prior to the date of receipt or up to 90 days after the date of receipt.

The entity's first annual report form will be due January 1st of the calendar year following the year of formation. If a limited liability company is created late in the calendar year and it doesn't expect to commence business until on or after January 1st of the upcoming year, it should add an effective date of January 1 for the coming year.

If the effective date is in the next calendar year, it will delay the requirement to file an annual report until the following calendar year. Example: A limited liability company is formed December 1, 2007. If it added an effective date of January 1, 2008, the first annual report would not be due until January 1, 2009. If a 2008 effective was not listed, the first annual report would be due January 1, 2008.

Signature:

Articles of Organization must be executed by an authorized person, and the execution of the document constitutes an affirmation under the penalties of perjury that the facts stated therein are true.

FILING FEES:

\$ 125.00 Filing Fee for Articles of Organization and Designation of Registered Agent

\$ 30.00 Certified Copy (OPTIONAL)

\$ 5.00 Certificate of Status (OPTIONAL)

A letter of acknowledgment will be issued free of charge upon registration. Please submit one check made payable to the Florida Department of State for the total amount of the filing fees and any optional certificate or copy.

A cover letter containing your name, address and daytime telephone number should be submitted along with the articles of organization and the check. The mailing address and courier address are:

Mailing Address

New Filing Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314
(850) 245-6052

Street/Courier Address

New Filing Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301
(850) 245-6052

Important Information About the Requirement to File an Annual Report

All Florida Limited Liability Companies must file an Annual Report yearly to maintain "active" status. The first report is due in the year following formation. The report must be filed electronically online between January 1st and May 1st. The fee for the annual report is \$138.75. After May 1st a \$400 late fee is added to the annual report filing fee. "Annual Report Reminder Notices" are sent to the e-mail address you provide us when you submit this document for filing. To file any time after January 1st, go to our website at www.sunbiz.org. There is no provision to waive the late fee. Be sure to file before May 1st.

Any further inquiries concerning this matter should be directed to the New Filing Section by calling (850) 245-6052.

ARTICLE IV-

The name and address of each person authorized to manage and control the Limited Liability Company:

Title:

"AMBR" = Authorized Member

"MGR" = Manager

MBR

Name and Address:

Samuel Hayes

1899 6th Ave

Wausau, FL 32463

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: 5-4-2016 (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

ARTICLE VI: Other provisions, if any.

REQUIRED SIGNATURE:

Samuel Hugh Hayes

Signature of a member or an authorized representative of a member.

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Samuel H. Hayes

Typed or printed name of signee

Filing Fees:

\$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent

\$ 30.00 Certified Copy (Optional)

\$ 5.00 Certificate of Status (Optional)

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

S.H. Hayes Enterprises LLC
(Must end with the words "Limited Liability Company, "L.L.C.," or "LLC.")

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:

1899 6th Ave
Wausau, FL 32463

Mailing Address:

P.O. Box 206
Chipley, FL 32428

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

Samuel Hayes
Name
1899 6th Ave
Florida street address (P.O. Box **NOT** acceptable)
Wausau FL 32463
City State Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S..

Samuel Hugh Hayes
Registered Agent's Signature (REQUIRED)

(CONTINUED)

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: S.H. Hayes Enterprises LLC
Name of Limited Liability Company

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Samuel H Hayes
Name of Person

S H Hayes Enterprises LLC
Firm/Company

P.O. Box 206
Address

Chipley FL 32428
City/State and Zip Code

vickiclambo@yahoo.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Samuel Hayes at (850) 326 5471
Name of Person Area Code Daytime Telephone Number

Enclosed is a check for the following amount:

- ☒ \$125.00 Filing Fee ☐ \$130.00 Filing Fee & Certificate of Status ☐ \$155.00 Filing Fee & Certified Copy (additional copy is enclosed) ☐ \$160.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

Mailing Address

New Filing Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

New Filing Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

S. H. Hayes Enterprises LLC
P.O. Box 206
Chipley, Fla 32428

RFB No. 16-07-ps

850-326-5471

Sammy Hayes

Response to Bid Requirements

- A. See attached bid form
- B. The owner of this company has been involved with concrete construction since 1978. Including 10 years with U.S. Gort. projects for Dept of Justice.
- C. Company located in Chipley, Fla. presently
- D. The owner of this company has previously contracted with City of Destin for 2-3 yr contracts doing this same project. We also had six years with City of Ft. Walton Beach. We contracted sidewalks, curb & gutter and ditch paving with D.O.T from 1997 to 2008. Worked with Dept of Justice from 1988 to 1997 performing the same types of projects. Was previously bonded to 2 million dollars for concrete projects. Performed 8 million dollars of work for D.O.T. in 2005. All with scores above 95 on performance. More info upon request.
- E. Tree removal contract with HDR in Interstad 10. Bidding work in Area Now. Just established new company 2 weeks ago under new name. Was located in Virginia for last 4 years due to family illness.
- F. Ready to go to work now. No obligations that will interfere with production of this contract.
- G. No license required for concrete projects, (Non structural)
- H. See Fed Id from IRS attached
- I. See attachment
- J. Included
- K. Included.

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of November 2019 is between the City of Destin, Florida, a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and S. H. Hayes Enterprises, LLC. The purpose of this agreement is to extend for one year a contract for services dated June 7, 2016 between the City of Destin and S. H. Hayes Enterprises, LLC. to provide miscellaneous concrete services for the City.

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

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

It is expressly agreed by the parties that this contract is an extension to the Contract dated June 7, 2016 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein. **This is the 3rd of 4 possible extensions.**

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

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

Witnesses:

(Signature)

(Signature)

Witnesses:

(Signature)

CITY OF DESTIN

By: _____
Lance Johnson
City Manager

ATTEST: _____
REY BAILEY
City Clerk

S. H. Hayes Enterprises, LLC

By: _____
(Signature)

(Name & Title)

ATTEST:

(Signature)

(Signature)

(Name & Title)

Distribution: 1 Original to – City Clerk, Vendor
1 Copy to – PS, Fin, Attorney



**Public
Services
Department**

Phone: 850-837-6869

Fax: 850-837-3267

MEMORANDUM

DATE: 10/16/2019

TO: Lance Johnson, City Manager

FROM: Michael Burgess, Public Services Director

SUBJECT: Concrete Continuing Services Contract, Additional Items

Based on comments from the October 7 City Council meeting, I have asked our Continuing Services Contractor for unit prices for 4000psi reinforced concrete. He has provided the following:

4" thick 4000 psi with fiber sidewalk - \$5.75/sf

6" thick 4000 psi with fiber sidewalk - \$8.75/sf

Though the unit price for wire mesh reinforced concrete (what was originally asked for by Council) would be similar to the fiber, SH Hayes does not recommend using wire mesh for sidewalks as the wire corrodes over time producing voids in the concrete thereby weakening it. In addition, sidewalk with reinforcement wire cannot be used as riprap once demolished.

In addition, Councilor Braden contacted me directly wanting prices for brick ADA truncated dome inserts versus the yellow plastic plates we purchase at the present time. SH Hayes provided me with the following quote:

ADA brick pavers @ crosswalks - \$36.00/sf.

(City furnishes pavers - this cost includes sawing to remove existing concrete, removal and hauling away of existing concrete, and providing a sand-cement mix under the pavers to reduce sinking.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Michael Burgess, Public Services Director

DATE: 09/18/19

SUBJECT: Request approval of contract extension for Road Striping Services with Emerald Coast Striping d/b/a Coastline Striping

I. BACKGROUND: The Public Services Department has limited road striping installation equipment and is not equipped to perform major road striping projects. For these more comprehensive projects it is necessary to outsource the work to vendors who have the equipment and manpower. Emerald Coast Striping dba Coastline Striping, Inc. has satisfactorily provided these services under the current miscellaneous road striping continuing services contract which was effective September 22, 2015.

II. DISCUSSION:

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

Council action from October 7, 2019 meeting:

- Councilmember Menchel recommends doing a cost analysis to determine if it would be more cost effective to rent the road striping machine and hire a road striping crew as opposed to outsourcing the road striping services.
- Motion to instruct the City Attorney to communicate to Emerald Coast Striping d/b/a Coastline Striping the Council's desire to extend the term of the contract for Road Striping Services to a month-to-month arrangement, and for staff to bring the item back at the next regular City Council meeting; also, to instruct staff to conduct the cost analysis as recommended by Councilmember Menchel and bring it back at the next regular Council meeting for Council's review, passed 7-0.

A. Link to Strategic Goals / Objectives: Organizational Excellence, III.A.1, III. A. 2.

B. Effect on Budget (EOB): \$60,000 was approved in the FY20 budget for

restriping of programmed roadways.

C. **Level of Service (LOS)**: No change.

III. CONCLUSION: This action allows for the fourth of four possible contract extensions for the miscellaneous road striping projects continuing services provider.

Approving this extension does not inhibit the City's ability to accomplish striping projects using other means including performing the work in-house. Approval of this extension does not obligate the City to utilize the services of this contractor.

IV. RECOMMENDED MOTION: I move that the contract extension for miscellaneous road striping be extended for one year from November 1, 2019 to September 30, 2020 for Emerald Coast Striping dba Coastline Striping, Inc. and authorize the City Manager to execute the contract on behalf of the City.

Attachments:

1. Coastline Striping 2015 Misc Road Striping
2. Original bid document for Misc Road Striping - Coastline Striping
3. road striping contract ext
4. Memo to CM thermoplastic equipment

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES CONTRACT

On September 8, 2015 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of Emerald Coast Striping, LLC dba Coastline Striping herein referred to as the **Contractor**, to supply miscellaneous road striping services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

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

1. Entire Contract:

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

2. Intent of Contract:

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

3. Term of Contract and Time Extensions:

This contract will be in effect from October 1, 2015 through September 30, 2016 and is for supplying the City with road striping services.

4. Time for Performance:

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

5. Compensation:

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

6. Changes in the Work:

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

7. Insurance:

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

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

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

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

12. Termination for Default:

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

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

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

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

13. Termination for Convenience:

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

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

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

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

15.2 Severability

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

15.3 Sovereign Immunity

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

15.4 Construction

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

15.5 Attorney's Fees

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

15.6 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:

15.7 Public Records

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

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

As to the City:

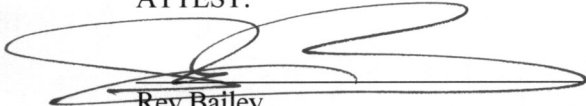
Greg Kisela
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

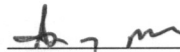
Emerald Coast Striping LLC, dba Coastline Striping
8840 Fowler Avenue
Pensacola, FL 32534

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 22nd day of September, 2015.

ATTEST:

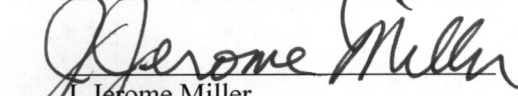

Rey Bailey
City Clerk

CITY OF DESTIN

By: 
Greg Kisela
City Manager

SEAL

APPROVED AS TO LEGAL FORM:


J. Jerome Miller
City Attorney

Emerald Coast Striping LLC, dba Coastline Striping
CONTRACTOR:

By: 
(Signature)

BRAD DUNN
(Printed Name)


Witness


Witness

Its: General Manager
(Title)

EXHIBIT A

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 15-10-PS,
MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES

BID FORM

PART I Bid submitted by:

Company: Emerald Coast Striping DBA Coastline Striping, Inc.

Address: 8840 Fowler Avenue

City & State: Pensacola, FL

Zip Code: 32534

Telephone: (850-477-4484

Fax: (850-477-4481

Number of Years in Business: 10 Yrs

PART II Bidding RFB No. 15-10-PS, MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES, as follows:

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Constructions, Maintenance and Utility Operations, current edition. All construction, methods of measurement, and basis of payment shall be in accordance with Division II and III of the Florida Department of Transportation Standard Specifications for Road And Bridge Construction, current edition, copies of which are available from the Florida Department of Transportation.

<u>ITEM</u>	<u>UNIT PRICE</u>
1. PER LINEAR FOOT COST:	
Four-inch (4") solid painted traffic stripe:	
Thermoplastic	\$ <u>.45</u> /linear foot
Reflective Bead	\$ <u>.20</u> /linear foot
Four-inch (4") skip painted traffic stripe:	
Thermoplastic	\$ <u>.40</u> /linear foot
Reflective Bead	\$ <u>.15</u> /linear foot
Five-inch (5") solid painted traffic stripe:	
Thermoplastic	\$ <u>.65</u> /linear foot
Reflective Bead	\$ <u>.20</u> /linear foot
Five-inch (5") skip painted traffic stripe:	
Thermoplastic	\$ <u>.55</u> /linear foot
Reflective Bead	\$ <u>.20</u> /linear foot
Six-inch (6") solid painted traffic stripe:	
Thermoplastic	\$ <u>.85</u> /linear foot
Reflective Bead	\$ <u>.25</u> /linear foot
Six-inch (6") skip painted traffic stripe:	
Thermoplastic	\$ <u>.70</u> /linear foot
Reflective Bead	\$ <u>.25</u> /linear foot
2. Miscellaneous projects (stop bars, messages, etc):	\$ <u>4.00</u> /square foot
3. RPMs	\$ <u>4.50</u> each
RPMs installed	\$ <u>5.00</u> each

4. Please list any additional costs associated with the above services and materials:

_____	\$ _____
_____	\$ _____
_____	\$ _____

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

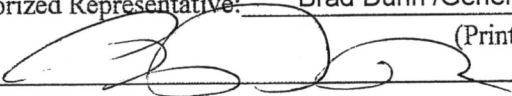
PART III Certifications:

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

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

Signature and Certification:

Name and Title of Authorized Representative: Brad Dunn /General Manager

Signature:  (Print or Type)

Date of Bid: August 20, 2015

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

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

END OF BID FORM

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 15-10-PS,
MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES

BID FORM

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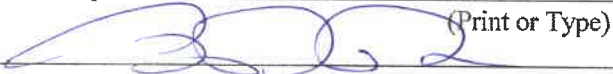
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The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has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

Signature and Certification:

Name and Title of Authorized Representative: Brad Dunn /General Manager

Signature:  (Print or Type)

Date of Bid: August 20, 2015

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

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

END OF BID FORM

ATTACHMENT #1

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 15-10-PS,

MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES

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 15-10-PS
Miscellaneous Road Striping Continuing Services Contract City of Destin
2. This sworn statement is submitted Emerald Coast Striping DBA Coastline Striping, INC. whose
business address is 8840 Fowler Avenue Pensacola, FL 32534

and (if applicable) Federal Employer Identification Number (FEIN) is 34-2012062 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Brad Dunn and my relationship to the entity named
above is General Manager

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.

City of Destin, Florida

RFB No. 15-10-PS, MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES

Page 2 of 2. Attachment #1. Public Entity Crimes Statement

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)

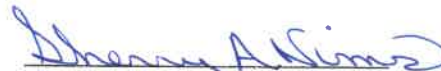
☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)


(Signature)

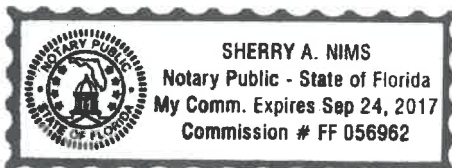
Date: 8/19/2015

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 19th day of August, 2015, and is personally known to me, or has provided _____ as identification.


Notary Public

My Commission expires: Sept. 24, 2017



ATTACHMENT #2

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 15-10-PS,

MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES

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: Coastline Striping, Inc.

ADDRESS: 8840 Fowler Avenue

CITY: Pensacola STATE: FL ZIP CODE: 32534

TELEPHONE NUMBER: 850-477-4484

SIGNATURE: Sherry A. Nims DATE: 8-19-2015

NAME (TYPED OR PRINTED): Sherry A. Nims

TITLE: Office Manager

Coastline Striping, Inc.
8840 Fowler Avenue
Pensacola, FL 32534
"PUTTING QUALITY BACK IN STRIPING!"

August 19, 2015

RE: Industry Experience

City of Destin:

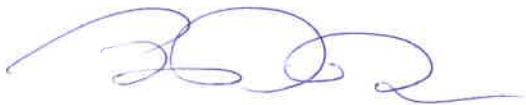
Coastline Striping, Inc. located at 8840 Fowler Avenue Pensacola, Florida has been in business since 2005 and has held the City of Destin's Miscellaneous Road Striping Contract for each of those years. Our team includes employees with 30+ years of road striping experience with a combined staff experience of over 100 years. Coastline Striping has the team, equipment and capacity to continue to exceed the City of Destin's expectations.

At this time we are working daily executing existing contracts ranging from FDOT State contracts, multiple County contracts, as well as private commercial contracts throughout Northwest Florida.

Coastline takes pride in delivering quality and prompt service and will be available upon request day or night. Standard suggested lead time for work orders is a two (2) week notification, but we are willing and able to accommodate the City of Destin in urgent circumstances requiring immediate action.

Coastline Striping is confident in our company's ability to provide quality and professional service. We look forward to an opportunity to continue partnering with the City of Destin in maintaining safer roads.

Sincerely,



Brad Dunn
General Manager
Coastline Striping, Inc.

OFFICE: 850-477-4484 FAX: 850-477-4481
coastlinestriping@cox.net

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Coastline Striping, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) 8840 Fowler Avenue	Requester's name and address (optional)
6 City, state, and ZIP code Pensacola, FL 32534	
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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number										
			-				-			
or										
Employer identification number										
3	4	-	2	0	1	2	0	6	2	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Sherry A. Nims

Digitally signed by Sherry A. Nims
DN: cn=Sherry A. Nims, o=Coastline Striping, Inc.,
ou=Office Manager, email=coastlinestriping@cox.net,
c=US
Date: 2015.06.05 12:24:59 -0500

Date ▶ **8-19-15**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/tw9.

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? on page 2.

By signing the filled-out form, you:

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



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JL

DATE (MM/DD/YYYY)

08/20/2015

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

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

PRODUCER Brown Insurance Services 1418 W. 23rd Street Suite 200 Panama City, FL 32405 Mike W. Brown		CONTACT NAME: Janis Laycock PHONE (A/C, No, Ext): 850-215-5347 FAX (A/C, No): 850-215-5360 E-MAIL ADDRESS: jlaycock@browninsuranceservices.net PRODUCER CUSTOMER ID #: EMERA-2	
INSURED Emerald Coast Striping, LLC dba Coastline Striping 1901 N East Avenue Panama City, FL 32405	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Auto Owners		18988
	INSURER B : FCCI		
	INSURER C : Southern Owners Insurance		10190
	INSURER D : American Zurich Ins Co		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ GENERAL LIABILITY	X	78017947	12/19/2014	12/19/2015	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC					PRODUCTS - COM/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY		49-971533-00	08/25/2014	08/25/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
☒ HIRED AUTOS						\$
☒ NON-OWNED AUTOS						\$
C	☒ UMBRELLA LIAB		4998238200	08/29/2014	08/29/2015	EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB					AGGREGATE \$ 1,000,000
	☐ DEDUCTIBLE					\$
	☒ RETENTION \$ 10,000					\$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N ☐ N / A	67298	09/22/2014	09/22/2015	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Rented/Leased		EC67442444-\$1,000 DED	04/08/2015	04/08/2016	Rented or Leased 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder included as additional insured to the General Liability policy, notice of cancellation to holder 30 days except 10 days non payment.

CERTIFICATE HOLDER**CANCELLATION****CITYDES**

City of Destin Community
4200 Two Trees Road
Destin, FL 32541

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

INFORMATION ONLY. REMOVE ONLY OLD RECEIPTS. DO NOT DESTROY.

BUSINESS TAX RECEIPT
ESCAMBIA COUNTY, FL

THIS BUSINESS TAX RECEIPT EXPIRES
September 30, 2015

HOLDER IS HEREBY AUTHORIZED TO ENGAGE IN
THE BUSINESS, PROFESSION, OR OCCUPATION OF

PARKING LOT STRIPING
8840 FOWLER AVE

COASTLINE STRIPING
8840 FOWLER AVE
PENSACOLA FL 32534

THE ISSUANCE OF THIS RECEIPT
DOES NOT ENSURE COMPETENCY

PAID-8900432.0001-0001 185 08/08/2014 26.25

JANET HOLLEY, CFC
Tax Collector

2014 - 2015

ACCT. NO.	GROUP TYPE	TOTAL
606678	047194	26.25

This business tax receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

OWNER: ZYLSTRA MARILYN

CONTRACT EXTENSION AGREEMENT

This agreement dated the First of November 2019 is between the City of Destin, Florida, a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Emerald Coast Striping dba Coastline Striping, Inc. The purpose of this agreement is to extend for one year a contract for services dated September 22, 2015 between the City of Destin and Emerald Coast Striping dba Coastline Striping, Inc. to provide miscellaneous road striping services for the City.

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

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

It is expressly agreed by the parties that this contract is an extension to the Contract dated September 22, 2016 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein. **This is the 3rd of 4 possible extensions.**

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

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

Witnesses:

CITY OF DESTIN

(Signature)

By: _____
Lance Johnson
City Manager

(Signature)

ATTEST: _____
REY BAILEY, City Clerk

Witnesses:

Emerald Coast Striping dba Coastline
Striping, Inc.

(Signature)

By: _____
(Signature)

(Name & Title)

ATTEST:

(Signature)

(Signature)

(Name & Title)

Distribution: 1 Original to – City Clerk, Vendor
1 Copy to – PS, Fin, Attorney



MEMORANDUM

Public Services Department

Phone: 850-837-6869
Fax: 850-837-3267

DATE: 10/17/2019

TO: Lance Johnson, City Manager

FROM: Michael Burgess, Public Services Director

SUBJECT: Road Striping Equipment for Purchase/Rent

Based on comments from the October 7 City Council meeting, I have compiled the following information concerning the purchase or renting of road striping equipment and personnel costs associated with bringing this function in-house.

Road Striping (long-line) equipment generally comes in two varieties, paint and thermoplastic. Road paint has a typical useful life of 2-3 years and thermoplastic can last as long as 8-10 years depending on weather and road daily-trips.

Internet searches for equipment purchases yielded the following:

Vehicle Type	New	Paint or Thermo	Price
2001 GMC Truck	Used	Thermo	\$59,500
ThermoMark HD1500 (small)	New	Thermo	\$123,165
2007 GMC	Used	Paint	\$80,000
2013 Isuzu	Used	Paint	\$95,000
Paint Rig for Flatbed P/U	Used	Paint	\$18,000
2003 Isuzu	Used	Paint	\$46,000

A representative from Kelly-Creswell, a Pavement marking equipment manufacturer, told me on the phone that new municipal paint trucks will typically start around \$200,000 and new thermoplastic trucks start at \$500,000.

Jim Lunay, with JCL equipment stated that the City of Ft. Lauderdale recently purchased a small truck for their airfield for around \$250,000.

Searches for line-striping equipment available for rent, yielded only small walk-behind paint and thermoplastic strippers typically used for parking lots. No long-line equipment was found available for rent.

These costs do not include paint, thermoplastic pellets, glass beads, fuel, cleaning supplies, other consumables, training and ancillary costs.

Personnel costs for bring this type of work in-house approaches \$60,000 per Maintenance Technician (\$33,150 salary + benefits).

In FY 17, 18 & 19 dedicated funding for striping averaged \$33,500 dollars. For FY20, \$60,000 has been allotted for road striping projects. It is my intent to approach the Public Works and Safety Committee with road-striping project recommendations at their November meeting.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Michael Burgess, Public Services Director

DATE: 09/18/19

SUBJECT: Request approval of contract extension for Security and Fire Safety with Advanced Protective Technologies

I. BACKGROUND: The Public Services Department is not equipped to perform security and fire safety monitoring and maintenance. It is necessary to outsource the work to vendors who have the equipment and manpower. Advanced Protective Technologies has satisfactorily provided these services under the current miscellaneous alarm/fire safety continuing services contract which was effective March 2, 2015.

APT Monitors: City Hall, City Hall Anex, Public Services Building, Library, Community Center, Joe's Bayou, Buck Destin Park, Fishing Museum, Harbor Pump Building, Morgan Sports Center, Sheriff's Office and EOC.

II. DISCUSSION: The signing of this contract by the City in no way guarantees the City will, nor obligates the City to expend its funds. It merely authorizes the City to utilize the contractor if funds are allocated by Council. Due to the specific qualifications needed to work on the current security systems, staff recommends extending the current contract for one year.

APT is currently in the process of adding several security upgrades to City Hall that include card readers and parking lot cameras as well as a camera at the Harbor Pump Station. The total cost of this work is \$11610.

A. Link to Strategic Goals / Objectives: Organizational Excellence, III.A.1, III. A. 2.

B. Effect on Budget (EOB): \$15,000 was approved to provide monitoring and maintenance at all designated facilities during fiscal 2020.

C. Level of Service (LOS): No change.

III. CONCLUSION: This action allows for a one-year contract extension for the miscellaneous alarm/fire safety services provider.

IV. RECOMMENDED MOTION: I move that the contract extension for miscellaneous alarm/fire safety services be extended for one year from November 1, 2019 to September 30, 2020 for Advanced Protective Technologies and authorize the City Manager to execute the contract on behalf of the City.

Attachments:

1. APT Advanced Protective Technologies 2015 Misc AlarmFire Safety Contract
2. Advanced Protective Technologies Amendment No. 1
3. Original bid document for Misc AlarmFire Safety - APT
4. Security & Fire Safety contract ext

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ALARM/FIRE SAFETY CONTINUING SERVICES CONTRACT

On March 2, 2015 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the City, accepted the quote of Advanced Protective Technologies herein referred to as the Contractor, to supply miscellaneous alarm/fire safety services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS ALARM/FIRE SAFETY CONTINUING SERVICES CONTRACT:

1. Entire Contract:

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

2. Intent of Contract:

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

3. Term of Contract and Time Extensions:

This contract will be in effect from March 3, 2015 through September 30, 2015 and is for supplying the City with alarm/fire safety services.

4. Time for Performance:

The Contractor agrees to provide alarm/fire safety services for the satisfactory approval and acceptance by the City.

5. Compensation:

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

6. Changes in the Work:

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

7. Insurance:

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

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

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

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

12. Termination for Default:

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

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

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

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

13. Termination for Convenience:

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

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

14. Disclosure:

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

from the award or making of this Contract

15. Miscellaneous:

15.1 Governing Law

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

15.2 Severability

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

15.3 Sovereign Immunity

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

15.4 Construction

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

15.5 Attorney's Fees

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

15.6 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:

15.7 Public Records

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

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

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 14-11-PS,
MISCELLANEOUS ALARM/FIRE SAFETY CONTINUING SERVICES CONTRACT

BID FORM

PART I Bid submitted by

Company: Advanced Protective Technologies (APT)
Address: 216 Mountain Dr. #104
City & State: Destin, FL Zip Code: 32541
Telephone (esq) 650-5488 Fax (esq) 650-9587
Number of Years in Business: Since 4/1/2003 11 years

PART II Bidding RFB No. 14-11-PS, Miscellaneous Alarm/Fire Safety Continuing Services Contract, as follows

ITEM	PRICE
1 Annual Cost per location <i>Cmo #2000</i>	Inspection
Buck Destin Park (Fire)	\$ 240 for Monitoring all locations
City Hall Annex (Alarm/Fire)	\$ 240
City Hall (Alarm/Fire)	\$ 240
Community Center (Alarm/Fire)	\$ 240
Emergency Operations Center (Fire)	\$ 240
Harbor Pump Station (Fire)	\$ 240
Joes Bayou Boat Ramp (Fire)	\$ 240
Library (Alarm/Fire)	\$ 240
Morgan Sports Center (Alarm/Fire)	\$ 240
Destin Museum (Fire)	\$ 240
Public Services Facility (Alarm/Fire)	\$ 240
Sheriff's Office (Fire)	\$ 240
Total	\$ 2880.00
2 Security Alarm monitoring (with online access to reports)	
City Hall Annex <i>SS</i>	(discounted) \$ 459.60 w/ open & close reports
City Hall	\$ 699.60 for all locations
Community Center	(discounted) \$ 459.60
Library	(discounted) \$ 288.00
Morgan Sports Center	(discounted) \$ 528.00
Public Services Facility	(discounted) \$ 528.00
3 Cost for recharging extinguisher	
2 5# Fire extinguisher	\$ 19.00
5# Fire extinguisher	\$ 27.00
10# Fire extinguisher	\$ 32.00

- 4 Cost for replacing extinguisher:
 2 5# Fire extinguisher \$ 35.00
 5# Fire extinguisher \$ 55.00
 10# Fire extinguisher \$ 85.00
- 5 Fire Sprinkler System Inspection 1 Annual and 3 Quarterly
 City Hall Annex \$ 225.00 Annual
 Community Center (50.00 per Backflow Annually) \$ 100 per quarter
 Library \$ 100.00 per quarter
 \$ 100.00 per Quarter
- 6 Annual Fire Alarm System Inspection
 Community Center \$ 275.00
 Library \$ 275.00
 City Hall Annex \$ 275.00
- 7 Semi-Annual Fire System in Range Hood
 City Hall Annex (IF Needed) \$ 95.00 1st Cylinder
 Community Center \$ 12.80 Fuse Links
- 8 Please list any other available services and/or costs associated with the above
 Non Warranty service calls are at the rate of \$85.00 per hour. After \$ 85.00 hourly service
 the first hour, time will be broken into 15 minute increments.

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

PART III Certifications

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

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

Signature and Certification:

Name and Title of Authorized Representative Joseph Gore - President
 Signature Joseph Gore (Print or Type)
 Date of Bid 12/3/2014

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

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

As to the City:

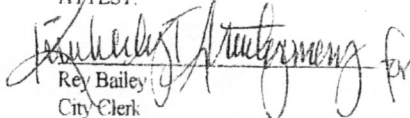
Greg Kisela
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

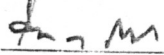
Advanced Protective Technologies
216 Mountain Drive, #104
Destin, FL 32541

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 10th day of April, 2015.

ATTEST:

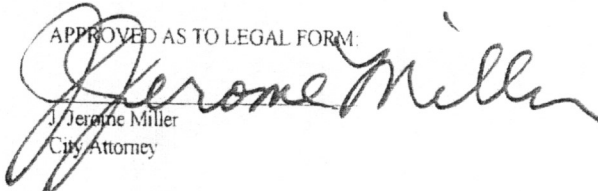

Rey Bailey
City Clerk

CITY OF DESTIN

By: 
Greg Kisela
City Manager

SEAL

APPROVED AS TO LEGAL FORM:


Jerome Miller
City Attorney

Advanced Protective Technologies
CONTRACTOR:

By: Joseph Gore
(Signature)

Joseph Gore
(Printed Name)

Its: President / CEO
(Title)

Eric Millman
Witness

Tonya Hayes
Witness

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 14-11-PS,
MISCELLANEOUS ALARM/FIRE SAFETY CONTINUING SERVICES CONTRACT**

BID FORM

PART I Bid submitted by

Company: Advanced Protective Technologies (APT)

Address: 216 Mountain Dr. #104

City & State Destin, FL Zip Code: 32541

Telephone (850) 650-5488 Fax: (850) 650-9587

Number of Years in Business: Since 4/1/2003 11 years

PART II Bidding RFB No. 14-11-PS, Miscellaneous Alarm/Fire Safety Continuing Services Contract, as follows:

<u>ITEM</u>	<u>PRICE</u>
1 Annual Cost per location	Inspection
Buck Destin Park (Fire)	\$ 240 for Monitoring all locations
City Hall Annex (Alarm/Fire)	\$ 240
City Hall (Alarm/Fire)	\$ 240
Community Center (Alarm/Fire)	\$ 240
Emergency Operations Center (Fire)	\$ 240
Harbor Pump Station (Fire)	\$ 240
Joes Bayou Boat Ramp (Fire)	\$ 240
Library (Alarm/Fire)	\$ 240
Morgan Sports Center (Alarm/Fire)	\$ 240
Destin Museum (Fire)	\$ 240
Public Services Facility (Alarm/Fire)	\$ 240
Sheriff's Office (Fire)	\$ 240
Total	\$ 2880.00
2 Security Alarm monitoring (with online access to reports)	
City Hall Annex	(discounted) \$ 459.60 w/ open & close reports
City Hall	\$ 699.60 for all locations
Community Center	(discounted) \$ 459.60
Library	(discounted) \$ 288.00
Morgan Sports Center	(discounted) \$ 528.00
Public Services Facility	(discounted) \$ 528.00
3 Cost for recharging extinguisher	
2 5# Fire extinguisher	\$ 19.00
5# Fire extinguisher	\$ 27.00
10# Fire extinguisher	\$ 32.00

4. Cost for replacing extinguisher
- | | |
|------------------------|----------|
| 2.5# Fire extinguisher | \$ 35.00 |
| 5# Fire extinguisher | \$ 55.00 |
| 10# Fire extinguisher | \$ 85.00 |
5. Fire Sprinkler System Inspection 1 Annual and 3 Quarterly
- | | | |
|------------------|-------------------------------|-----------------------|
| City Hall Annex | (50.00 per Backflow Annually) | \$ 225.00 Annual |
| Community Center | | \$ 100 per quarter |
| Library | | \$ 100.00 per quarter |
| | | \$ 100.00 per Quarter |
6. Annual Fire Alarm System Inspection
- | | |
|------------------|-----------|
| Community Center | \$ 275.00 |
| Library | \$ 275.00 |
| City Hall Annex | \$ 275.00 |
7. Semi-Annual Fire System in Range Hood
- | | | |
|------------------|-------------|-----------------------|
| City Hall Annex | (IF Needed) | \$ 95.00 1st Cylinder |
| Community Center | | \$ 12.80 Fuse Links |
8. Please list any other available services and/or costs associated with the above:
Non Warranty service calls are at the rate of \$85.00 per hour. After
the first hour, time will be broken into 15 minute increments.
 \$ 85.00 hourly service

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

PART III Certifications:

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

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

Signature and Certification:

Name and Title of Authorized Representative: Joseph Gore - President
 Signature: Joseph Gore (Print or Type)
 Date of Bid: 12/3/2014

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

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

END OF BID FORM

ATTACHMENT #1

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 14-11-PS,

MISCELLANEOUS ALARM/FIRE SAFETY CONTINUING SERVICES 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 RFB NO. 14-11-PS
2. This sworn statement is submitted by Advanced Protective Technologies whose
business address is 216 Mountain Dr. #104 Destin, FL 32541
- and (if applicable) Federal Employer Identification Number (FEIN) is 81-0609164 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

3. My name is Joseph Gore 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.

City of Destin, Florida

RFB No. 14-11-PS, Miscellaneous ALARM/FIRE Safety Continuing Services Contract

Page 2 of 2, Attachment #1, Public Entity Crimes Statement

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)

☐ 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.)

Joseph Gore
(Signature)

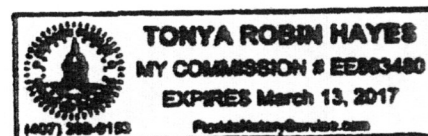
Date: 12/3/2014

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 03 day of December, 2014, and is personally known to me or has provided _____ as identification.

Tonya Hayes
Notary Public

My Commission expires: March 13, 2017



**AMENDMENT NO. 1 TO
MISCELLANEOUS ALARM/FIRE SAFETY CONTINUING SERVICES CONTRACT
BETWEEN
CITY OF DESTIN
AND
ADVANCED PROTECTIVE TECHNOLOGIES**

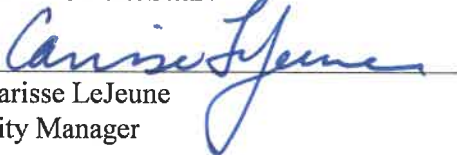
THIS AMENDMENT is made and entered into this 10th day of March, 2017, by and between the **CITY OF DESTIN** (hereinafter referred to as "CITY") and **ADVANCED PROTECTIVE TECHNOLOGIES**. (hereinafter referred to as "CONTRACTOR"), to extend and amend the Miscellaneous Alarm/Fire Safety Continuing Services Contract dated March 2, 2015; and

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

1. **Compensation:** Shall be amended to reflect additional monitoring services as requested by the City. For satisfactory completion and acceptance of the work, the City agrees to pay the Contractor in accordance with the terms of the revised Contractor's Cost Schedule (Exhibit A).

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

CITY OF DESTIN


Carisse LeJeune
City Manager

ADVANCED PROTECTIVE TECHNOLOGIES


Jeff Gore
President

Attest:


Rey Bailey
City Clerk

SEAL

EXHIBIT

A. Contractor's Cost Schedule

**CONTRACTOR'S COST SCHEDULE
FOR MISCELLANCOUS ALARM/FIRE SAFETAY CONTINUING SERVICES**

Company: Advanced Protective Technologies (APT)

Address: 216 Mountain Dr. #104

City & State: Destin, FL Zip Code: 32541

Telephone: (850) 650-5488 Fax: (850) 650-9587

Following locations receive monthly fire and security monitoring, as well as an annual inspection consisting of alarm, fire sprinkler systems, fire alarms, range hood fire systems, recharging or replacing of extinguishers, and smoke alarm checks.

LOCATION	SECURITY MONITOR	FIRE MONITOR	ANNUAL INSPECTION	FIRE SPRINKLER INSPECTION	FIRE ALARM INSPECTION	ANNUAL COST
Buck Destin Park	<u>NA</u>	<u>NA</u>	<u>\$240.00</u>	<u>NA</u>	<u>NA</u>	<u>\$240.00</u>
City Hall Annex	<u>\$636.00</u>	<u>\$420.00</u>	<u>\$240.00</u>	<u>\$400.00</u>	<u>\$275.00</u>	<u>\$1,971.00</u>
City Hall	<u>\$636.00</u>	<u>NA</u>	<u>\$240.00</u>	<u>NA</u>	<u>NA</u>	<u>\$876.00</u>
Community Center	<u>\$636.00</u>	<u>\$420.00</u>	<u>\$240.00</u>	<u>\$400.00</u>	<u>\$275.00</u>	<u>\$1,971.00</u>
Emergency Operations Center	<u>NA</u>	<u>NA</u>	<u>\$240.00</u>	<u>NA</u>	<u>NA</u>	<u>\$240.00</u>
Harbor Pump Station	<u>NA</u>	<u>NA</u>	<u>\$240.00</u>	<u>NA</u>	<u>NA</u>	<u>\$240.00</u>
Joes Bayou Boat Ramp	<u>NA</u>	<u>NA</u>	<u>\$240.00</u>	<u>NA</u>	<u>NA</u>	<u>\$240.00</u>
Library	<u>\$636.00</u>	<u>\$420.00</u>	<u>\$240.00</u>	<u>\$400.00</u>	<u>\$275.00</u>	<u>\$1,971.00</u>
Morgan Sports Center	<u>\$636.00</u>	<u>NA</u>	<u>\$240.00</u>	<u>NA</u>	<u>NA</u>	<u>\$876.00</u>
Destin Museum	<u>NA</u>	<u>NA</u>	<u>\$240.00</u>	<u>NA</u>	<u>NA</u>	<u>\$240.00</u>
Maintenance Facility	<u>\$636.00</u>	<u>NA</u>	<u>\$240.00</u>	<u>NA</u>	<u>NA</u>	<u>\$876.00</u>
Sheriff's Office	<u>NA</u>	<u>NA</u>	<u>\$240.00</u>	<u>NA</u>	<u>NA</u>	<u>\$240.00</u>

Annual Total

\$9,981.00

Semi Annual Range Hood Fire inspection

City Hall Annex	<u>\$95.00 each</u>
Community Center	<u>\$12.80 each</u>

Cost for recharging extinguisher

2.5# Fire Extinguisher	<u>\$19.00 each</u>
5# Fire Extinguisher	<u>\$27.00 each</u>
10# Fire Extinguisher	<u>\$32.00 each</u>

Cost for replacing extinguisher

2.5# Fire Extinguisher	<u>\$35.00 each</u>
5# Fire Extinguisher	<u>\$55.00 each</u>
10# Fire Extinguisher	<u>\$85.00 each</u>

Backflow preventer inspection

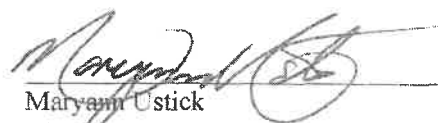
Library	<u>\$50.00 each</u>
Community Center	<u>\$50.00 each</u>

Non-warranty service calls are at the rate of \$85.00 per hour. After the first hour, time will be broken into 15 minute increments.

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 14-11-PS
MISCELLANEOUS ALARM/FIRE SAFETY CONTINUING SERVICES CONTRACT



City of Destin, Florida
July 2014



Maryann Ustick
City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

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NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for a Miscellaneous Alarm/Fire Safety Continuing Services Contract. Scope of Work will include, but not be limited to general fire safety work for City facilities. This will be a full-service one-year contract with options for four additional one-year extensions not to exceed five years. Successful Bidder shall be required to supply the City with copies of current Liability Insurance and Workmen's Compensation coverage. 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 No. 14-11-PS, 'MISCELLANEOUS ALARM/FIRE SAFETY CONTINUING SERVICES CONTRACT'**", no later than 2:00 p.m. CST, on Thursday, August 21, 2014 at which time they will be opened and read aloud. Bidders should contact the City Clerk's office to obtain either an electronic or paper version of the Bid documents. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Maryann Ustick
City Manager

CHECKLIST

The following items must be provided in order for your bid to be considered responsive

- 1. Completed bid form**
- 2. Years in business**
- 3. Location of business**
- 4. Previous Work experience**
- 5. Availability**
- 6. Insurance Documents (Worker's Compensation)**
- 7. Copy of State license (if required for job)**
- 8. Copy of City license (if business office is located in Destin)**
- 9. Copy of Completed W-9 Form**
- 10. Completed Public Entity Form**
- 11. Completed Drug Free Form**
- 12. Addenda (if applicable)**
- 13. Bid Bond or Cashier's Check (if requested)**
- 14. Other documents as requested in bid package**

CITY OF DESTIN, FLORIDA

**REQUEST FOR BIDS (RFB) NO. 14-11-PS
MISCELLANEOUS ALARM/FIRE SAFETY CONTINUING SERVICES CONTRACT**

- I. PURPOSE:** The purpose of RFB No. 14-11-PS is to secure sealed Bids for a Miscellaneous Alarm/Fire Safety Continuing Services Contract for City facilities. The initial contract will be effective October 1, 2014 through September 30, 2015. The contract will have renewal options for four (4) additional one (1) year extensions. This Request for Bid is for miscellaneous Alarm/Fire Safety work occurring within the contract frame of 5 years. The City cannot guarantee any volume of work.
- II. SCOPE OF WORK:** The Scope of Work will include, but not be limited to miscellaneous Alarm/Fire safety work for City projects. The contractor will be responsible for furnishing all tools, machines, equipment, labor and incidentals necessary to complete the work.
- III. BID REQUIREMENTS:** Each Bid shall indicate, in the following order, the mandatory information outlined below:
- A. Completed Bid Form
 - B. Number of years the firm has been performing alarm/fire safety work
 - C. Location of Firm
 - D. Previous work experience
 - E. Current work commitments
 - F. Availability
 - G. Each Bid shall contain evidence of proper licensing to perform required services in the State, County, and City
 - H. Completed Request for Taxpayer Identification Number and Certification (W-9) Form
 - I. Copies of Workman's Compensation insurance
 - J. Each Bid shall contain a completed Public Entity Crime Form (Attachment #1)
 - K. Each Bid shall contain a completed Drug-Free Workplace Certification (Attachment #2)

Failure to provide any of the above listed mandatory information may result in the elimination of the Bid from consideration.

IV. SUBMITTAL REQUIREMENTS: Bids shall be submitted as follows:

- A. **Bid Form.** The Bid Form contained within this RFB shall precede the **mandatory** information required in **Section III. Bid Requirements**. Any additional information submitted in support of the Bid shall follow the required information.
- B. **Public Entity Crime Form.** Each Bid shall contain a completed Public Entity Crime Form (Attachment #1) pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any 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.
- C. **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.
- D. **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.
- E. **Drug - Free Workplace Program.** Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more 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 an Attachment #2 certification form with the RFB submittal.
- F. **Scaled Submittal Packages.** All Bids to be considered must be in the possession of the Destin City Clerk no later than 2:00 p.m. CT, on Thursday, August 21, 2014. Bids may be mailed or delivered to the Office of the City Clerk at the address below. An original and five (5) copies of the Bid shall be submitted in a sealed envelope clearly marked **"RFB No. 14-11-PS, MISCELLANEOUS ALARM/FIRE SAFETY CONTINUING SERVICES CONTRACT"** and note the time and date of the opening. Regardless of method of delivery, each responder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Bids offered or received after the time set for the Bid Opening will be rejected and returned unopened to the Bidder

MAILING AND HAND-DELIVERY ADDRESS:

City of Destin
ATTN: City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

- G. Bid Opening. Bids are presently scheduled to be opened publicly and read aloud at 2:00 p.m. CT, on Thursday, August 21, 2014 in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida. The City of Destin Bid Committee will then review all Bids and forward their recommendation to the City Council for award.
- H. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 14-11-PS may be directed to the individuals below:
- | | | |
|--------------------------------|----|-------------------------------------|
| <u>For Technical Questions</u> | OR | <u>For Administrative Questions</u> |
| Timothy L. Pietenpol | | Rey Bailey, City Clerk |
| City of Destin | | City of Destin |
| 4200 Indian Bayou Trail | | 4200 Indian Bayou Trail |
| Destin, Florida 32541 | | Destin, Florida 32541 |
| (850) 837-4242 | | (850) 837-4242 |
- I. Responsive Bids. Only those Bids fulfilling all requirements outlined in this RFB will be considered.
- J. 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 bidder(s) when it serves the best interest of the City.
- K. Final Offer. The Bid, as submitted, will be considered to be the last and final offer. The Bid shall remain binding one hundred twenty (120) calendar days after the closing date of the request.
- L. 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 readvertise 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.

City of Destin, Florida

RFB No. 14-11-PS, Miscellaneous Alarm/Fire Safety Continuing Services Contract

Page 4 of 4

- M. Insurance. The successful Bidder shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of \$1,000,000 for combined single limit and Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors. The successful Bidder shall produce proof of insurance in the types and amounts required by the City, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The City shall be named as an additional insured party and all binders, policies or certificates of insurance shall provide for at least ten days notice to the City of any cancellation or amendment to any of the binders, policies or certificates.
- N. Provide a completed Request for Taxpayer Identification Number and Certification (W-9) Form

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 14-11-PS,
MISCELLANEOUS ALARM/FIRE SAFETY CONTINUING SERVICES CONTRACT

BID FORM

PART I Bid submitted by:

Company: Advanced Protective Technologies (APT)
 Address: 216 Mountain Dr. #104
 City & State: Destin, FL Zip Code: 32541
 Telephone: (850) 650-5488 Fax: (850) 650-9587
 Number of Years in Business: Since 4/1/2003 11 years

PART II Bidding RFB No. 14-11-PS, Miscellaneous Alarm/Fire Safety Continuing Services Contract, as follows:

<u>ITEM</u>	<u>PRICE</u>
1. Annual Cost per location	Inspection
Buck Destin Park (Fire)	\$ 240 for Monitoring all locations
City Hall Annex (Alarm/Fire)	\$ 240
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Community Center (Alarm/Fire)	\$ 240
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Morgan Sports Center (Alarm/Fire)	\$ 240
Destin Museum (Fire)	\$ 240
Public Services Facility (Alarm/Fire)	\$ 240
Sheriff's Office (Fire)	\$ 240
Total	\$ 2880.00
2. Security Alarm monitoring (with online access to reports)	
City Hall Annex	(discounted) \$ 459.60 w/ open & close reports
City Hall	\$ 699.60 for all locations
Community Center	(discounted) \$ 459.60
Library	(discounted) \$ 288.00
Morgan Sports Center	(discounted) \$ 528.00
Public Services Facility	(discounted) \$ 528.00
3. Cost for recharging extinguisher	
2.5# Fire extinguisher	\$
5# Fire extinguisher	\$
10# Fire extinguisher	\$

4. Cost for replacing extinguisher
- | | |
|------------------------|----------|
| 2.5# Fire extinguisher | \$ _____ |
| 5# Fire extinguisher | \$ _____ |
| 10# Fire extinguisher | \$ _____ |
5. Fire Sprinkler System Inspection 1 Annual and 3 Quarterly
- | | |
|------------------|----------|
| City Hall Annex | \$ _____ |
| Community Center | \$ _____ |
| Library | \$ _____ |
6. Annual Fire Alarm System Inspection
- | | |
|------------------|----------|
| Community Center | \$ _____ |
| Library | \$ _____ |
| City Hall Annex | \$ _____ |
7. Semi-Annual Fire System in Range Hood
- | | |
|------------------|----------|
| City Hall Annex | \$ _____ |
| Community Center | \$ _____ |
8. Please list any other available services and/or costs associated with the above:
Non Warranty service calls are at the rate of \$85.00 per hour. After \$ \$85.00 hourly service
the first hour, time will be broken into 15 minute increments.

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

PART III Certifications:

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

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

Signature and Certification:

Name and Title of Authorized Representative: Joseph Gore - President
 Signature:  (Print or Type)
 Date of Bid: 8/21/2014

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

ATTACHMENT #1

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 14-11-PS,

MISCELLANEOUS ALARM/FIRE SAFETY CONTINUING SERVICES 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 RFB NO. 14-11-PS
2. This sworn statement is submitted by Advanced Protective Technologies whose
business address is 216 Mountain Dr. #104 Destin, FL 32541
- and (if applicable) Federal Employer Identification Number (FEIN) is 81-0609164 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Joseph Gore 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.

City of Destin, Florida

RFB No. 14-11-PS, Miscellaneous ALARM/FIRE Safety Continuing Services Contract

Page 2 of 2, Attachment #1, Public Entity Crimes Statement

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.

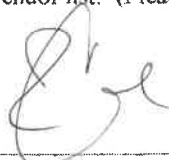
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

NE 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.

NE 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)

NE 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)

NE 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.)



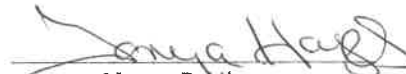
(Signature)

Date: 8/21/14

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 21 day of August, 2014, and is personally known to me, or has provided _____ as identification.


Notary Public

My Commission expires: March 13, 2017



ATTACHMENT #2

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 14-11-PS,

MISCELLANEOUS ALARM/FIRE SAFETY CONTINUING SERVICES CONTRACT

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: Advanced Protective Technologies (APT)

ADDRESS: 216 Mountain Dr. #104

CITY: Destin STATE: FL ZIP CODE: 32541

TELEPHONE NUMBER: (850) 650-5488

SIGNATURE:  DATE: 8/21/2014

NAME (TYPED OR PRINTED): Joseph Gore

TITLE: President

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Advanced Protective Technologies

Business name/disregarded entity name, if different from above

APT

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S

☐ Other (see instructions) ▶

Exemptions (see instructions):

Exempt payee code (if any) _____

Exemption from FATCA reporting
code (if any) _____

Address (number, street, and apt. or suite no.)

216 Mountain Dr. Unit 104

City, state, and ZIP code

Destin, FL 32541

Requester's name and address (optional)

City of Destin

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number

____ - ____ - ____

Employer identification number

8 1 - 0 6 0 9 1 6 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶ 08/21/14

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



CERTIFICATE OF LIABILITY INSURANCE

ADVAN23

OP ID: S4

DATE (MM/DD/YYYY)

03/13/2014

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

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

PRODUCER Fisher Brown Div, Destin 36468 Emerald Coast Pky, #6102 Destin, FL 32541 Parker M. Rains		Phone: 850-837-6138 Fax: 850-837-8894	CONTACT NAME: Bailey A. Marshall, CIC, CISR PHONE (A/C, No, Ext): 850-837-6138 FAX (A/C, No): 850-837-8894 E-MAIL ADDRESS: bmarshall@fbbins.com
INSURED Advanced Protective Technologies Technologies, LLC 216 Mountain Dr #104 Destin, FL 32541		INSURER(S) AFFORDING COVERAGE INSURER A: First Mercury Ins Co. NAIC # 10657 INSURER B: Auto-Owners Insurance Company 18988 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC		SECGL000000301	12/22/2013	12/22/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS HIRED AUTOS ☒ NON-OWNED AUTOS		4828813001	02/01/2014	02/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	78090281	02/01/2014	02/01/2015	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Destin/Building
Division
4200 Indian Bayou Trail
Destin, FL 32541

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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OKALOOSA COUNTY TAX COLLECTOR
BEN ANDERSON

2013 - 2014

OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT
STATE OF FLORIDA

RECEIPT NO. 350010731105
EXPIRES SEPTEMBER 30, 2014

FACILITIES
MACHINES

ROOMS

SEATS

EMPLOYEES

TYPE OF
BUSINESS

Business Tax Receipt

Regulated

BUSINESS
ADDRESS

216 MOUNTAIN DR
SUITE 104
DESTIN, FL 32541

OKALOOSA COUNTY
Tax Collector
View Your Account Online

SUPPLEMENTAL

RENEWAL

NEW BUSINESS

TRANSFER

ORIGINAL TAX

0.00

35.00

0.00

AMOUNT

PENALTY

COLLECTOR'S COST

TOTAL

0.00

0.00

35.00

MAKE CHECKS PAYABLE TO: Okaloosa County Tax Collector
P.O. Box 1357, Destin, FL 32541

ADVANCED PROTECTIVE TECHNOLOGIES LLC GORE
ADVANCED PROTECTIVE TECHNOLOGIES LLC
GORE JOSEPH TURNER (QUALIFIER)
216 MOUNTAIN DR
SUITE 104
DESTIN, FL 32541

Paid 311-13000300

35.00

07/09/2013



X
SIGN AND DISPLAY AS REQUIRED

I SWEAR THAT THIS LOCAL BUSINESS TAX RECEIPT IS MADE FOR
THE BUSINESS OR PROFESSION INDICATED HEREON AND IS TRUE
AND CORRECT. THE APPLICANT MUST COMPLY WITH STATE AND
LOCAL ORDINANCES, INCLUDING ZONING.

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINE MARK • PATENTED PAPER

AC# 6480619

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# 112102401350

DATE	BATCH NUMBER	LICENSE NBR
10/24/2012	120178719	EG13000235

The ALARM SYSTEM CONTRACTOR II
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

GORE, JOSEPH TURNER
ADVANCED PROTECTIVE TECHNOLOGIES LLC
216 MOUNTAIN DRIVE #104
DESTIN FL 32541

RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

Post in a Conspicuous Place

Local Business Tax Receipt

City of Destin, Florida

ISSUED TO: ADVANCED PROTECTIVE TECHNOLOGI
LOCATION: 216 MOUNTAIN DRIVE 104

YEAR:
2014

LICENSE NO:
2519

CONTRACTORS & SUB-CONTRACTORS
Electrical Contractor

OWNER/AGENT: GORE, JOSEPH
DATE ISSUED: 09/26/2013
EXPIRE DATE: 09/30/2014

FEE PAID: 75.00

.00

MAILING ADDRESS:
ADVANCED PROTECTIVE TECHNOLOGIES LLC
216 MOUNTAIN DRIVE #104
DESTIN, FL 32541

2895

THIS RECEIPT DOES NOT, IN AND OF ITSELF,
INDICATE OR CONFER COMPLIANCE WITH LOCAL,
STATE OR FEDERAL CODES. IT IS THE OBLIGATION
OF THE BUSINESS ENTITY NAMED ABOVE TO IN-
DEPENDENTLY CONFIRM COMPLIANCE WITH APPLICABLE
LAND DEVELOPMENT, ZONING AND OTHER CODES OF
CITY AND OTHER APPLICABLE JURISDICTIONS.

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of November 2019 is between the City of Destin, Florida, a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Advanced Protective Technologies. The purpose of this agreement is to extend for one year a contract for services dated March 2, 2015 between the City of Destin and Advanced Protective Technologies to provide miscellaneous security and fire safety maintenance services for the City.

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

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

It is expressly agreed by the parties that this contract is an extension to the Contract dated March 2, 2015 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein. **This is the 4th of 4 possible extensions.**

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

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

Witnesses:

CITY OF DESTIN

(Signature)

By: _____
Lance Johnson
City Manager

(Signature)

ATTEST: _____
REY BAILEY
City Clerk

Witnesses:

Advanced Protective Technologies

(Signature)

By: _____
(Signature)

(Name & Title)

ATTEST:

(Signature)

(Signature)

(Name & Title)

Distribution: 1 Original to – City Clerk, Vendor
1 Copy to – PS,, Fin, Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019

TYPE OF AGENDA ITEM: Announcement

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

1. Open House: Thursday October 24th, 11:30-1:00pm, Community Center.

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

DATE: October 15, 2019

SUBJECT: Amendments to Destiny Planned Unit Development (PUD) Orders

I. BACKGROUND: See attached Agenda Item prepared by the Community Development Director, Louis Zunguze.

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

I move to approve DO 20-01_ Destiny PUD Setback Deviation amending the setback requirements to:

- **Front:** 20 feet
- **Side:** 5 feet
- **Rear:** 10 feet

Attachments:

1. Destiny PUD Setback Agenda Item
2. DO 93-29
3. DO 20-01 Destiny PUD_Setback Change



CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019**TYPE OF AGENDA ITEM:** Staff Report and Recommendation**TO:** Mayor and City Council**THRU:** Lance Johnson, City Manager**FROM:** Louis Zunguze, Community Development Director**CC:** Kimberly Kopp, City Land Use Attorney**DATE:** October 11, 2019**SUBJECT:** DO-20-01 Destiny Planned Unit Development (PUD) Minor Deviation to a Major Development Order

I. ISSUE: Due to an inadvertent oversight, multiple development orders for the Destiny community have resulted in inconsistent building permit reviews. 25 out of 53 waterfront homes are currently non-conforming structures with respect to setbacks. As such, the Destiny PUD needs a uniform setback requirement to mitigate against further nonconformities.

I. BACKGROUND: The Development Order for Destiny Planned Unit Development (PUD) was issued on December 6, 1993. This Development Order encompasses all properties included in the Destiny PUD and the subsequent Destiny East PUD.

The following waterfront setback applies to all waterfront properties within the Destiny Community:

“All development on waterfront lots must meet 25’ setback or remain clear of any wetlands, whichever is greater in distance.”

Due to inconsistent reviews of building permits, this setback is not consistently met for Destiny waterfront properties.

III. DISCUSSION: The purpose of this proposed change is to facilitate a consistent urban design within the Destiny PUD. Currently, if an owner of one of the 25 non-conforming structures located in the Destiny PUD requested to make any changes to the rear of their property, they would be required to apply for a variance and appear before the Board of Adjustment for failure to meet the 25 foot waterfront setback.

A. Link to Strategic Goals /Objectives: Enhance Quality of Life.

B. Effect on Budget (EOB): There is no anticipated Effect on the Budget

C. Level of Service (LOS): There is no anticipated change to the level of service in the City as a result of this change order.

IV. CONCLUSION: The proposed setback change provides consistency for future reviews and eliminates the non-conformity of structures along the waterfront.

V. RECOMMENDATION: It is recommended that the Minor Deviation to the existing Major Development Order for Destiny PUD be approved with the following PUD setback requirements:

- **Front:** 20 feet
- **Side:** 5 feet
- **Rear:** 10 feet

VI. RECOMMENDED MOTION: I move to approve DO 20-01_ Destiny PUD Setback Deviation amending the setback requirements to:

- **Front:** 20 feet
- **Side:** 5 feet
- **Rear:** 10 feet



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.

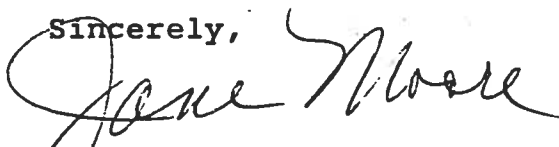
4. If the development is initiated within a one-year period your concurrency status is protected for five years through December 6, 1998.

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.



Community Development

Planning Division

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-4242 | www.cityofdestin.com

October 11, 2019

Development Order No. 20-01

Final Development Order:

**TECHNICAL REVIEW COMMITTEE REPORT
“DESTINY PUD”:
A MINOR DEVIATION TO A MAJOR DEVELOPMENT
(19-23-SP)**

ISSUE:

Location: Destiny, Destiny East, Grand Palms at Destiny Subdivisions
Request: Approval of a Minor Amendment to a Major Development identified as “Destiny, Destiny East, and Grand Palms at Destiny.” The proposed deviation changes setbacks for properties fronting the lake for the above-mentioned subdivisions from 25 feet to 10 feet.
Parcel Size: The subject property contains 40.75 acres, more or less
Future Land Use: Crystal Beach Neighborhood (CBN) and Crystal Beach Resort (CBR)
Zoning District: Crystal Beach Neighborhood (CBN) and Crystal Beach Resort (CBR)

DISCUSSION/FINDINGS:

A Major Development Order for Destiny PUD was issued December 9, 2019. The Development Order established setbacks for all properties within the subdivision area. However, multiple Development Orders creating new subdivisions within the Destiny PUD, specifically Destiny East and Grand Palms at Destiny, have resulted in inconsistent setbacks for properties with waterfronts on the lakes.

Destiny East and Grand Palms at Destiny PUD’s rear setbacks are either listed as “Not Applicable”, or are non-existent, which would, in turn, revert the setbacks to the same as the original Destiny PUD. However, this is not explicitly expressed in the Development Orders and as a result many structures built in Destiny, Destiny East, and Grand Palms at Destiny do not meet the 25-foot waterfront setback requirement of the original Destiny PUD.

COMPREHENSIVE PLAN/ZONING:

The subdivisions have a Future Land Use Map Designation of Crystal Beach Neighborhood (CBN) and Crystal Beach Resort (CBR) and a Zoning Designation of Crystal Beach Neighborhood (CBN) and Crystal Beach Resort (CBR). The proposed project is consistent with the Comprehensive Plan and Land Development Code (LDC). The maximum density under the Comprehensive Plan at the time of the Development Order was 30 units per acre which would allow a maximum of 1, 223 units of 40.75 acres.

SETBACKS:

Front: 20 feet

Sides: 5 feet

Rear: 10 feet

CONCURRENCY MANAGEMENT:

Concurrency requirements have been met per the Staff Report dated November 18, 1993 as part of the Destiny Development Order (DO-93-29).

INGRESS/EGRESS:

Access into the project is provide through a 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 street names have been approved by 9-1-1. The streets are to remain private. They must be installed to City standards. A copy of the recorded Homeowners Association Documents have been provided to the city.

PEDESTRIAN NETWORK:

Sidewalks are required on Scenic Highway 98 and for all internal streets within the project. Sidewalks are indicated on the mylar. Sidewalk/driveway connections must be ramped to meet ADA requirements.

STREETLIGHTS:

Streetlights are required and streetlight layout must be reviewed and approved by the City Engineer. Streetlights will be paid by the developer and installed as part of the infrastructure.

PARKING:

Parking will be provided for each unit individually.

UTILITIES:

All utilities are required to be underground. Developer to install lift station at his expense which will require Department of Environmental Protection (DEP) 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.

STORMWATER:

The Stormwater Management Plan has been reviewed and approved by the City Engineer.

REFUSE COLLECTION:

Refuse collection is handled by curbside pickup.

WHITE SANDS ZONE:

A portion of the project is located within White Sands Zone 1.

LANDSCAPE:

The project meets or exceeds the landscape requirements as follows:

OPEN SPACE:

1,755,064.55 s.f. of property X 18% = 319,511.62 s.f. required.

This area is provided for within the setbacks and each lot must provide a minimum of 4 trees per lot.

SIGNS:

Signs proposed at the entrance of the PUD may not exceed 40 square feet and the placement must be approved by the City Engineer.

All traffic signage within the development must comply with the FDOT standards. All traffic signage must be provided by the developer and approved by the City Engineer.

STATE/FEDERAL PERMITS REQUIRED BEFORE ISSUANCE OF BUILDING PERMIT:

A Florida Department of Environmental Protection general notice permit (for stormwater) has been issued for this site and is on file.

ENVIRONMENTAL ISSUES:

The City Engineer and Director of Planning and Zoning made a site visit in 1993 and determined the soils component did not meet wetland requirements for the following lots:

- Lot 23
- Lot 24
- Lot 25
- Lot 26
- Lot 30
- Lot 31
- Lot 32

No mitigation is required for wetland protection. However, these lots will require some fill material and qualify for a Corps of Engineers Nationwide Permit.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019**TYPE OF AGENDA ITEM:** Public Hearing

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

DATE: October 1, 2019

SUBJECT: Second reading of Ordinance 19-16-LC - Establishment of a "Change of Use" process which regulates changes of previously approved land uses.

I. BACKGROUND:

Given the size of our City, “new” development is primarily generated through redevelopment opportunities. Additionally, existing developments are required to be consistent with any existing development orders. To that end, there is a need for a citywide “Change of Use” development review process that will address any use of a building or land that changes or proposes to change the nature or intensity of its current use. Within the City of Destin, the current planning review process in place for a change of use proposal is through the submittal of a Business Tax Receipt application or through a submittal of a Development Order amendment or exemption application (Article 2.05.02, Land Development Code). Both the Development Order Exemption and the Business Tax Receipt (BTR) (note that BTRs are considered non-regulatory), are limited in scope and therefore staff is not able to review those applications which fall outside these parameters for complete compliance with land use regulations.

A Change of Use review process for the City would address all allowable uses, where changes in use are occurring and afford staff the opportunity to ensure that all land use regulations are adhered to, as well as, considering potential impacts related to access, fire protection, lighting, noise, parking, signage, traffic, traffic safety, and vehicular access. Furthermore, a Change of Use Process is needed to limit the number of potential nonconformities that could arise as a result of redevelopment efforts. Also, a change of use ordinance will ensure that additional development does not occur on any site that is not currently in compliance with an existing development order and/or City Codes.

II. DISCUSSION:

The City Council approved proposed Ordinance 19-16-LC on first reading on
October 7, 2019.

In addition to the need to adopt a clear review process for changes of use, there is a need to define “change of use” as well as the duration of use for such changes, i.e. - “permanent”, “temporary”, and “seasonal” in the Land Development Code. The following are the proposed definitions to be included in the Land Development Code:

Change of Use is defined as a change in the purpose and/or level of activity within a building or on a parcel of land that results in a change in application of the requirements of the Land Development Code.

Permanent is defined as a period of time greater than 6 months.

Temporary is defined as a period of time up to 72 hours.

Seasonal is defined as any period of time between March 1st and October 1st.

DISCUSSION:

Currently, Article 2 of the Land Development Code, which provides requirements for City development review processes, does not address changes of use for a parcel where the nature and intensity of a use is changed or intensified on a site. In other words, there is no clear process to review a building or parcel of land that has one use, but over time adds other uses and/or intensifies the impact of the uses on the parcel/building that have the potential to be, inconsistent with land use regulations and negatively impact surrounding properties.

COMPREHENSIVE PLAN CONSISTENCY:

Policies 1-1.1.5 and 1-1.1.6 of the Comprehensive Plan require all development and redevelopment to provide on-site and off-site infrastructure improvements necessary to accommodate impacts generated by the subject development, as well as, require a site plan review process necessary to enforce the policies of the Comprehensive Plan and Land Development Code. Further, the City’s Land Development Code includes special design criteria in Article 7.09.01., to establish standards and regulations to promote and protect the desired character of the City.

APPLICABILITY:

A Change of Use Permit may be required for the following types of changes, which may include **all permanent, seasonal and temporary** uses:

1. **Properties and structures (including portions of a property or structure) that request a different land use than what the existing or previous use is or was.** (Examples may include retail use where a warehouse use was previously).
2. **Properties and/or structures where the intensity of a use is increased** and results in additional required parking, structure or site modifications, etc. (Examples include a retail center allowing a mobile vendor(s) to operate).
3. **The change/addition of a use on a site with a number of different uses currently in operation,** resulting in multiple uses on one site. (Examples may include a commercial building with multiple suites that may change to different uses which maybe - commercial, retail, or restaurant uses).
4. **Home occupations.** (Examples may include home offices for businesses or realtors, or computer software consultants that provide technical assistance to customers.)
1. **Off-site businesses.** (Examples may include appliance repair or construction services where there may be an established home office, but the business or construction occurs off site and not on the premises.)

CHANGE OF USE APPLICATION REQUIREMENTS:

1. Complete application to include the following (at a minimum):
 1. Identification of the type of change of use (i.e., properties and structures requesting a different land use; increases in density/intensity; addition of a use to a site with a different use current in operation resulting in multiple uses on one site; home occupations; and off-site businesses
 2. Applicant Information
 3. Owner Information
 4. Subject Property Address & Parcel ID
 5. Detailed description of proposed change of use
 6. Current and/or Previous use of property
 7. Duration of Change of Use (permanent, seasonal or temporary)
 2. Owner Authorization
3. Proof of Ownership
4. List of all Shared Parking Agreements for subject property from Property Owner (if applicable)
5. List of all uses on the property, as well as the gross floor area of each use
6. Floor Plan (if applicable)
7. Site Plan**, drawn to scale to include:
 1. Property lines
 2. All existing structures

3. Parking Space Layout

**A more detailed site plan may be requested by Staff, depending on the scope of the change of use.

LPA RECOMMENDATION:

At the September 26, 2019 meeting the LPA recommended that the City Council approve proposed Ordinance 19-16-LC to establish a Change of Use regulatory process to the Land Development Code and add language to measure the impact of the change of use.

Staff proposes the following items be used in measuring impact, and such items have been added to the Ordinance 19-16-LC that is currently before the City Council on second reading:

Prima Facie Evidence of Change of Use: The following shall be prima facie evidence of a change _____ of _____ use:

The addition of seven-hundred and fifty (750) square feet or more of gross floor area to any structure or impervious surface.

Any change of use upon the property affecting seven-hundred and fifty (750) square feet or more of the property, of any structure, or of any pervious or impervious surface.

Any change of use/development of building/structure/parcel of land that generates vehicle trips above the current concurrency levels at the property location.

A. **Link to Strategic Goals / Objectives:**

B. **Effect on Budget (EOB):**

C. **Level of Service (LOS):**

III. **CONCLUSION:** Staff recommends that Ordinance 19-16-LC be approved on second reading.

IV. **RECOMMENDED MOTION:** I move to approve Ordinance 19-16-LC on second reading.

Attachments:

1. 19-16-LC Change of Use Ordinance

ORDINANCE NO. 19-16-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA ESTABLISHING A PROCESS FOR REGULATING AND REVIEWING CHANGES OF PREVIOUSLY APPROVED LAND USES IN THE CITY OF DESTIN; PROVIDING FOR AMENDMENTS TO ARTICLE 2 (“ADMINISTRATION”) OF THE LAND DEVELOPMENT CODE; DEFINING “CHANGE OF USE”; PROVIDING FOR AMENDMENTS TO ARTICLE 3 “DEFINITIONS” OF THE LAND DEVELOPMENT CODE; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the authority for enactment of these regulations is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes, and Chapter 163, Part II, Florida Statutes; and

WHEREAS, Policies 1-1.1.5 and 1-1.1.6 of the City’s Comprehensive Plan require all development and redevelopment to provide on-site and off-site infrastructure improvements necessary to accommodate impacts generated by the subject development, as well as, require a site plan review process necessary to enforce the policies of the Comprehensive Plan and Land Development Code; and

WHEREAS, the City’s Land Development Code establishes standards and regulations to promote and protect the desired character of the City through special design criteria set forth in section 7.09.01; and

WHEREAS, given the size of the City of Destin, “new” development is primarily generated through redevelopment opportunities and existing developments are required to be consistent with any existing development orders; and

WHEREAS, there is a need for a citywide “change of use” development review process that will address any use of a building or land that changes or proposes to change the nature or intensity of its current use; and

WHEREAS, when the use of a space changes, the risk factors and neighborhood impacts associated with the space can also change; and

WHEREAS, alterations to an existing building/space may be required to meet City codes or building code requirements for the new use in order to ensure the health, safety, and welfare of the public; and

WHEREAS, a “change of use” process would allow all allowable uses, where changes in use are occurring and afford staff the opportunity to ensure that all land use regulations are adhered to, as well as, considering potential impacts related to access, fire protection, lighting, noise, parking, signage, traffic, traffic safety, and vehicular access; and

WHEREAS, a “change of use” process is needed to limit the number of potential nonconformities that could arise as a result of redevelopment or “new” (i.e., with an existing development order) development efforts; and

WHEREAS, it is a strategic objective of the City Council to periodically amend the Land Development Code to revise inconsistent language and improve regulatory efficiency; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interest of the City and its citizens; and

WHEREAS, a public hearing was conducted after due public notice by the Local Planning Agency on September 26, 2019, and its recommendations reported to the City Council; and

WHEREAS, a public hearing has been conducted by the city Council after due public notice.

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

SECTION 1. RECITALS. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of the City of Destin.

SECTION 2. CODE AMENDMENT. Language in section 2 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 Land Development Code that remains unchanged.

ARTICLE 2 – ADMINISTRATION

2.28.00. – Intent of Process for Change of Use Permits.

When the use of a space changes, the risk factors and neighborhood impacts associated with the space can also change. Alterations to the existing building/space may be required to meet the requirements of the City Land Development Code, Comprehensive Plan, Code of Ordinances, and/or building or fire code requirements for the new use. Alterations to the existing building and/or site may therefore be required to meet the Land Development Code requirements for the new use. The Change of Use permit process is intended to help identify those requirements and protect the public health, safety and welfare.

Development and redevelopment opportunities exist within the City. Existing developments are required to be consistent with existing development order(s) and expansion or changes to a space should not be permitted if a property is not currently in compliance with applicable city or state codes, or with an applicable development order.

A change of use review process is intended to allow the City to address all allowable past, present and future uses, where changes have occurred or are proposed to occur on the property. This process is intended to allow the City to ensure compliance with all current land use regulations, and to allow the City to consider

and address potential impacts related to access, fire protection, lighting, noise, parking, signage, traffic, traffic safety, and vehicular access, and other impacts affecting the public health, safety or welfare.

2.28.01. – Change of Use Permits.

- A. *Applicability and Criteria.* A change of use permit shall be required for the following types of changes, which includes all permanent, temporary, and seasonal uses:
1. **A property or structure (including portions of a property or structure) is, or is proposed to be, a different land use than the approved use or existing use.** (Examples may include, but are not limited to, a new retail use where a warehouse use was previously approved or permitted, or an amenity proposed for a residential use has been changed to a commercial use.)
 2. **Properties and/or structures where the intensity of a use is increased, which results in additional impacts including but not limited to additional required parking, structure or site modifications., or other impacts affecting the public welfare, as determined by the Community Development Director or designee (Examples may include, but are not limited to, a retail center allowing a mobile vendor to operate).**
 3. **The addition of a use to a site with a number of different uses current in operation, resulting in multiple uses on one site. (Examples may include, but are not limited to, a commercial building with multiple suites that may include commercial, retail, or restaurant uses.)**
 4. **Establishment of new or expanded home occupations.** (Examples may include, but are not limited to, home offices for businesses or realtors, or computer software consultants that provide technical assistance to customers).
- B. *Prima Facie Evidence of Change of Use:* The following shall be prima facie evidence of a change of use:
1. The addition of seven-hundred and fifty (750) square feet or more of gross floor area to any structure or impervious surface.
 2. Any change of use upon the property affecting seven-hundred and fifty (750) square feet or more of the property, of any structure, or of any pervious or impervious surface.
 3. Any change of use/development of building/structure/parcel of land that generates vehicle trips above the current concurrency levels at the property location.
- C. *Additional Applications.* The City may require additional applications be submitted as part of the Change of Use permitting process, including but not limited to applications for a development order, development order exemption, major or minor amendment to a development order, conditional use, or any other application determined to be necessary

by the Community Development Director or designee, pursuant to any city code or ordinance.

D. Eligibility.

An application for a change of use permit shall be denied if any one (or more) of the following conditions exist:

- a. There is a pending code compliance violation on the subject property; or
- b. A recorded code compliance lien exists on the subject property; or
- c. There is a development order on the property and the Community Development Director or designee determines that the property is not currently in compliance with such existing development order; or
- d. The application submitted is not complete, is missing any information, and/or is missing any required fee; or
- e. Any of the criteria or requirements set forth in section 2.28.01(A) or (B) for a change of use permit application is/are not met.

2.28.02. – Change of Use Permit Application Requiemens.

A complete application must include the following information, at a minimum, and the Community Development Director or designee may require additional information if the Community Development Director or designee determines that more information is needed based on the scope of the change of use:

- a. Identification of the type of change of use (i.e., properties and structures requesting a different land use; increases in density/intensity; addition of a use to a site with a different use current in operation resulting in multiple uses on one site; home occupations; and off-site businesses
 - b. Applicant Information
 - c. Owner Information
 - d. Subject Property Address & Parcel ID
 - e. Detailed description of proposed change of use
 - f. Current and/or Previous use of property
 - g. Duration of Change of Use (permanent, seasonal or temporary)
- 2. Owner Authorization
 - 3. Proof of Ownership
 - 4. List of all Shared Parking Agreements for subject property from Property Owner (if applicable)
 - 5. List of all uses on the property, as well as the gross floor area of each use

6. Floor Plan (if applicable)
7. Site Plan, drawn to scale to include:
 - a. Property lines
 - b. All existing structures
 - c. Parking Space Layout

ARTICLE 3 – DEFINITIONS

Change of use is a change in the purpose, use, impacts and/or level of activity within a building or an a parcel of land that results in a change in application of the requirements of the Land Development Code. The definition shall also apply to the usage of the surrounding site and access to and from the building, structure or site, as necessary to achieve the purpose of this code, and to obtain compliance with other City codes and ordinances.

Permanent means a period of time greater than or equal to 180 calendar days, in the context of change of use permit applications.

Seasonal means any period of time between March 1 and October 1, in the context of change of use permit applications.

Temporary means a period of time less than 180 calendar days, in the context of change of use permit applications.

SECTION 3. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 4. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 5. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all

other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 6. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____, 2019.

By: _____
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney, for the City of Destin, only.

Rey Bailey, City Clerk

Kimberly Kopp, City Land Use Attorney

First Reading: October 7, 2019
Second Reading: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

DATE: October 16, 2019

SUBJECT: Second reading of Ordinance 19-19-LC - Process of development application review.

I. BACKGROUND:

Due to changes in the Florida State statutes regarding the development order review process, the City is required to amend its current Technical Review Committee process in line with the changes outlined in HB 7103. Additionally, Staff is proposing to amend other sections of Article 2 regarding **Noticing, Conditional Use process, and the thresholds for Major Development Order review**. By revising the Land Development Code to include these changes, the City is providing a more transparent and streamlined review process of all development related applications for the citizens of Destin.

LPA RECOMMENDATION:

At the September 26, 2019 meeting the LPA recommended that the City Council approve proposed ordinance 19-19-LC which amends Article 2 of the Land Development Code, and include language requiring that noticing signs be visible from the right-of-way.

The proposed ordinance 19-19-LC was approved by the City Council on first reading on October 7, 2019.

II. DISCUSSION:

The following are the proposed changes:

TECHNICAL REVIEW COMMITTEE PROCESS

The City is required to update its Technical Review Committee (TRC) process currently in place to be consistent with the changes adopted in HB 7103. The change requires all

development order applications to be processed under a specific timeline which includes the following:

- 30 days for Staff to perform a completeness review
- 120 days for the City to approve, approve with conditions, or deny the project, or 180 days if the project requires a quasi-judicial hearing.

This timeline eliminates the constant back and forth of submittals and resubmittals between the Applicant and City Staff. To that end, Staff will be revising the internal process so that there is a much more robust Pre-Application process which will help eliminate the need for Technical Review Committee meetings for all projects. However, the applicant or Staff may request that a meeting is held with reviewers in order to discuss outstanding comments or conditions of approval. The new process will allow development orders to be reviewed completely in a more efficient manner, with a high level of consistency and predictability.

NOTICING

The proposed ordinance also changes three parts of the noticing requirements for various types of applications:

1. **SIGN POSTING.** Currently, only applicants of development related projects are required to post a sign on their property notifying residents of the change on the land (i.e. development orders, subdivisions, replats, etc.). The new proposed language will require any applicant requiring a public meeting with the Local Planning Agency or Board of Adjustment to also post a sign. The types of applications that will be affected by this change are: Zoning Map and Future Land Use Map Amendments, Conditional Uses, and Right-of-Way Vacations.
2. **SIGN SIZE.** Currently, the required size of a notification sign is between 10" x 16" and 18" x 24". Staff has received several reports from applicants that this does not provide enough area to fit all of the required information in a way that is still legible. Staff is proposing a change to the required sign size to a minimum of 18" x 24" and a maximum of 24" x 36".
3. **ABUTTER NOTICES.** Per Art. 2.17.00, written notice shall be provided to property owners within 300 feet of land subject to the following types of applications: **deed of gift, lot reconfigurations, minor replats, major and minor subdivisions, major and minor development orders, major and minor deviations to previously approved development orders, future land use map amendments, and zoning map amendments.** Staff is proposing to add both variances and conditional uses to the list of applications which require written notice to be given to property owners within 300' of the subject land. Additionally, noticing requirements for Right-of-Way Vacation applications are located in Article 8, and noticing requirements for Harbor and Waterways Board applications are located in Article 11. Staff is also recommending that all noticing requirements for all types of applications requiring written notice are consolidated in Article 2 of the LDC for ease of reference.
4. Per the recommendation of the LPA on September 26, the proposed Ordinance has been revised to include a provision requiring the sign notices be visible from the

right-of-way.

CONDITIONAL USE PROCESS

The Board of Adjustment is currently charged with reviewing all conditional use applications, except those for properties which are located in the Town Center Mixed Use and Calhoun Mixed Use – Village Zoning Districts. As conditional uses are specifically related to land use compatibility, the Board which oversees all land related applications (Comprehensive Plan and Land Development Code Amendments), development regulations, and land development codes, should also review Conditional Use applications. To that end, staff is proposing to include conditional use application review as a duty of the Local Planning Agency for uses in all zoning districts. Under this new process, Conditional Use applications would be reviewed by the LPA and approved or denied by the City Council, similar to Zoning Map Amendment applications. This proposed amendment will allow the Board of Adjustment to fully fulfill its function as a quasi-judicial board.

MAJOR DEVELOPMENT ORDER THRESHOLD

Per Article 2.06.01.A, a development is considered “Major” and therefore required to be reviewed by City Council in the following circumstances:

1. Non-residential and Mixed-Use development plans consisting of 10,000 square feet or more of gross floor area,
2. Residential development plans of 10 dwelling units or more,
3. Major Subdivisions, and
4. Planned Unit Developments (PUDs).

Due to the specific language and definition of gross floor area in the Comprehensive Plan, there are large scale outdoor developments that are still considered “Minor” because they do not meet the strict criteria of a Major development order. Staff is proposing that the language in Article 2.06.01.A (1) be changed to: **10,000 square feet or more of “land development activity generating traffic.” This shall mean any change in land use or any construction of buildings or structures or any change in the use of any structure that generates vehicle trips.** By including this language in the Land Development Code, all developments with “land development activity of 10,000 square feet or more generating traffic, will be required to be approved or denied by City Council.

Since first reading, ministerial changes to correct numbering have been made to the final version of the proposed ordinance. The proposed ordinance is now before the City Council on second and final reading.

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

III. CONCLUSION: Staff recommends approval of Ordinance 19-19-LC on second reading.

IV. RECOMMENDED MOTION: I move to approve Ordinance 19-19-LC on second and final reading.

Attachments:

1. Ordinance 19-19-LC corrected numbering

ORDINANCE NO. 19-19-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO THE PROCESS FOR DEVELOPMENT APPLICATION REVIEW; PROVIDING FOR AMENDMENTS TO ARTICLE 2 (“ADMINISTRATION”) OF THE LAND DEVELOPMENT CODE; PROVIDING FOR AMENDMENTS TO ARTICLE 7 “LAND USE, TYPE, DENSITY, INTENSITY, ZONING AND REGULATORY CONTROLS”) OF THE LAND DEVELOPMENT CODE; MODIFYING THE TECHNICAL REVIEW COMMITTEE PROCESS; AMENDING NOTICE REQUIREMENTS FOR DEVELOPMENT APPLICATIONS; AMENDING THE CONDITIONAL USE PROCESS; AMENDING THE THRESHOLDS FOR MAJOR DEVELOPMENT ORDER REVIEW; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the authority for enactment of these regulations is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes, and Chapter 163, Part II, Florida Statutes; and

WHEREAS, the 2019 Legislature passed HB 7103, which established timelines and procedures for local government review of development applications; and

WHEREAS, the City Council wishes to amend the Land Development Code to come into compliance with HB 7103 and to render the TRC process as discretionary;

WHEREAS, it is a strategic objective of the City Council to periodically amend the Land Development Code to revise inconsistent language and improve regulatory efficiency; and

WHEREAS, it is necessary to streamline the requirements and the time frame for Development Orders, while assuring a completed, high quality development; and

WHEREAS, it is necessary to amend the existing Land Development Code to include additional development as “major” development within the City; and

WHEREAS, it is necessary to amend the existing Land Development Code to update and improve notice and signage requirements for development applications; and

WHEREAS, the City Council desires to apply the existing conditional use provisions in the Land Development Code to all zoning districts within the City, and to no longer limit such existing provisions to only certain zoning districts; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interest of the City and its citizens; and

WHEREAS, a public hearing was conducted after due public notice by the Local Planning Agency on September 26, 2019, and its recommendations reported to the City Council; and

WHEREAS, a public hearing has been conducted by the city Council after due public notice.

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

SECTION 1. RECITALS. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of the City of Destin.

SECTION 2. CODE AMENDMENT. Language in section 2 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 Land Development Code that remains unchanged.

ARTICLE 2 – ADMINISTRATION

2.06.01. *Designation of plans as minor or major developments.* Before submitting a development plan for formal review, the applicant shall provide the City with sufficient information to make a determination as to whether or not the plan will be designated a major or minor development. For purposes of these procedures, all development plans shall be designated, in writing, by the City Manager, or his designee, as either exempt from the development order process (in accordance with Section 2.05.02), a minor development, or major development according to the criteria below.

- A. *Major development.* A development order application shall be deemed a major development if it satisfies one or more of the following criteria:
1. Non-residential and mixed-use development plans consisting of more than 10,000 square feet of gross floor area.
 2. 10,000 square feet or more of “land development activity generating traffic.” “Land development activity generating traffic” means (a) any change in land use, (b) any construction of buildings or structures, or (c) any change in the use of any structure, that generates vehicle trips.
 2. 3. Residential development plans consisting of 10 or more dwelling units.
 3. 4. subdivisions.
 4. 5. All planned unit developments (PUDs).
- B. *Minor development.* A development plan shall be designated as a minor development if it is neither a major development nor a development exempt under Section 2.05.02 of this Code.

2.07.00. - Procedures for development review.

All applications for a major or minor development order or a major or minor deviation to a development order shall be processed in a timely manner and in accordance with section 166.033, Florida Statutes. This shall entail prompt review and responses from both the applicant and the City. ~~members of the Technical Review Committee (TRC)~~. No property shall have more than one development order application under review by the City at any one time. The applicant shall adhere to the following procedures when seeking approval for a major or minor development order or a major or minor deviation to a development order:

- A. A pre-application meeting is required prior to the submittal of a Development Order Application.
- B. The applicant for a proposed development order shall submit a complete application package (i.e. application, development plans, applicable fees, etc...) to the Community Development Department.
- B. Within thirty ~~ten~~ working days of receipt of the application package for review, the Community Development Department shall perform an application completeness review and either:
 - 1. Determine that the application package is incomplete and inform the developer, in writing, of the deficiencies. The applicant shall submit an amended application package for application completeness review by the Community Development Department within thirty days. ~~The amended application package must be received within 30 calendar days to maintain the application's relative position and priority for plan review.~~ If the applicant fails to submit an amended application package within 30 calendar days, the application ~~does not maintain its relative position and priority for plan review and~~ is considered withdrawn; or
 - 2. Determine that the application package is complete as received, inform the developer, in writing of completeness, or of the TRC meeting date, if such a meeting is required in the discretion of the community development director. ~~and proceed with~~
 - 3. Within 120 days after the City has deemed the application complete, or 180 days for applications that require final action through a quasi-judicial hearing or a public hearing, the City must approve, approve with conditions, or deny the application. Both parties may agree to a reasonable request for an extension of time, particularly in the event of a force majeure or other extraordinary circumstance. An approval, approval with conditions, or denial of the application must include written findings supporting the City's decision, which shall be reviewed by the City Land Use Attorney prior to finalization.
- C. TRC Procedures. The Community Development Department shall make available to each TRC ~~¶~~ member a copy of the application package, which at a minimum shall contain all information which is pertinent to the member's functional area(s) and the TRC meeting date at which the application submittal comments will be reviewed.
- D. The TRC members shall review the proposed application package and submit comments, if any, in writing to the Community Development Department. Each TRC member shall limit their review to their area of expertise, which shall be defined at the time the TRC member's appointment is approved by the City Council.
- F. Staff shall either approve, approve with conditions, approve with modifications, or deny and shall:

1. Determine conformity of the proposed development with the Comprehensive Plan, this Code, other applicable requirements and the items enumerated in subsection B. above.
 2. Hear and address concerns and desires of surrounding landowners and other affected persons.
 3. Consider any rule, objective or policy of the Comprehensive Plan or any other criterion applicable to the particular development proposals in formulating a recommendation to either approve, approve with conditions, approve with modifications or deny the application.
- ~~G. — If the application has been approved with modifications, the applicant shall adhere to the procedures listed below until the Community Development staff concludes that the application is approved, approved with conditions, approved with modifications or denied.~~
- ~~1. — From the date on which the Community Development Department conducts a TRC meeting for the project the applicant shall have not more than 60 calendar days to resubmit a revised package for technical review, unless the one time 15 day extension is approved as stated below. If a resubmittal package is not received by the Community Development Department within 60 calendar days from the date on which the TRC met on the project, the process shall start over and the applicant shall be required to submit a new application package, complete with a new application, new plans, new fees, etc., to the Community Development Department. The application shall be subject to all new regulations that are in effect at the time of the new application. The applicant may only request one 15 day extension to the 60-day resubmittal deadline during the entire review process. The request shall be in the form of a written letter indicating why the extension is needed. Requests for an extension shall be reviewed by the City Manager or designee, with a recommendation by the Community Development Director or designee. The applicant shall receive a letter indicating whether or not the request has been granted or denied. If the request is denied, the letter must specifically indicate the reason(s) for such denial.~~
 - ~~2. — From the date of application, the applicant shall have not more than nine months to obtain technical review approval of the project, unless the one time three month extension is approved as stated below. If technical approval is not received within nine months from the date of application, the process shall start anew and the applicant shall be required to submit a new application package, complete with a new application, new plans, new fees, etc., to the Community Development Department. The project shall be subject to all new regulations that are in effect at the time of the new application. The applicant may request one three-month extension to the nine month deadline during the entire review process. The request shall be in the form of a written letter indicating why the extension is needed. Requests for the one time three month extension shall be reviewed by the City Manager or designee, with a recommendation by the Community Development Director or designee. The applicant shall receive a letter indicating whether or not the request has been granted or denied. If the request is denied, the letter must specifically indicate the reason(s) for such denial.~~
- ~~H. — Once the Community Development staff has come to a conclusion that the application is approved, approved with conditions, approved with modifications or denied, the application shall adhere to the requirements of Section 2.07.01 if it is classified as a major development or adhere to the requirements of Section 2.07.02 if it is classified as a minor development.~~

* * *

2.07.01. *Major developments.* The following procedures, in addition to those listed in Section 2.07.00, shall apply to all major development order applications:

- A. Once the application has been to the TRC meeting and each individual TRC member, as it pertains to their area of expertise, has come to the conclusion that the proposal can be approved, approved with conditions, approved with modifications or denied, the Community Development Department shall prepare and forward each TRC member's written recommendation, through the City Manager to the City Council. A list of all pending Major developments shall be provided by the Community Development Director to the City Council, each month, prior to the first regularly scheduled Council meeting, or the tenth (10th) day of the month, whichever occurs first. In addition to the written recommendations of each TRC member, information provided to the City Council in the technical staff report shall include, but not be limited to, the following:

2.07.02. *Minor developments.* The following procedures, in addition to those listed in Section 2.07.00, shall apply to all minor development order applications:

- A. Once the application has been reviewed and each individual TRC member, as it pertains to their area of expertise, has come to the conclusion that the proposal can be approved, approved with conditions, approved with modifications, or denied, the Community Development Department ~~If the proposal is approved or approved with conditions, the Community Development Director, or designee,~~ shall authorize the issuance of a development order that complies with Section 2.08.00. A list of all pending Minor developments shall be provided by the Community Development Director to the City Council, each month, prior to the first regularly scheduled Council meeting, or the tenth (10th) day of the month, whichever occurs first.
- B. If the proposal is approved with modifications, a development order may be authorized by the Community Development Director, or his designee, once the required modifications have been completed and approved by the appropriate TRC ~~TRF~~ members.

2.17.00. - Notice.

- A. Written notice shall be provided to owners of property within 300 feet of land subject to all development related applications. Development related applications shall include all of the following types of applications: deed of gift, lot reconfigurations, minor replats, major and minor subdivisions, major and minor development orders, major and minor deviations to previously approved development orders, conditional uses, variances, right-of-way vacations, future land use map amendments and zoning map amendments. Notice for Harbor and Waterways Board applications need only be provided to adjacent property owners. The written notice shall include, at a minimum, the following: the name of the owner of the property, the name of the authorized agent (if applicable), the address of the subject property or tax parcel identification number if an address has not been issued for the property, project description, location map of the subject property, and a statement informing the public of the location where the proposed application package can be viewed, unless otherwise provided in Florida Statutes. Unless otherwise provided by law, regulation or decision, addresses for a mailed notice required by this code shall be obtained from the records of the Okaloosa County Tax Collector. The failure of any person to

receive notice shall not invalidate an action if a good faith effort was made to comply with the notice requirements of this code.

- B. Any development related application or applicant requiring a public meeting with the Local Planning Agency or Board of Adjustment shall post a A sign, meeting the following requirements, ~~shall be posted on the property:~~

1. The sign must be prominently placed on the development site, shall be visible from the adjacent right-of-way and shall not be located further than five feet from the adjacent right-of-way. The required content of the sign shall be legible as viewed from the adjacent right-of-way;
2. Such sign shall be not larger than 24 ~~48~~ inches by 36 ~~24~~ inches and not smaller than 18 ~~16~~ inches by ~~ten~~ 24 inches in size;
3. The sign must clearly indicate the name of the project, name of the applicant, and 24 hours a day, seven days a week emergency contact phone number of the responsible party for said development site; and
4. The sign must be continuously on the property of the development site and shall be removed from said property within five working days after the issuance of Certificate of Completion or Certificate of Occupancy (whichever applies).

2.26.00. – Technical Review Committee (TRC)

2.26.01. *Establishment.* There is hereby created a committee to be known as the technical review committee (TRC) for the purpose of providing for the professional and technical review of development order applications as specified under section 2.26.03 of this Code.

2.26.02. *Membership*

- A. The initial membership on the TRC shall be capped at nine (9) members, and terms on the committee shall be for four (4) years, unless the member resigns from the committee, is removed from the committee by a majority vote of the City Council, or has their membership terminated pursuant to subsection B.
- B. Membership on the TRC shall be terminated if the member: (1) files a lawsuit against the City, (2) is convicted of a felony, or a crime involving moral turpitude, or (3) fails to timely review projects to such a degree that the City Manager, Community Development Director, and Land Use Attorney all three agree is causing a detriment to the function of the TRC.
- C. The membership shall include:

1. The City Land Use Attorney

an appropriate individual from the following city departments, as applicable:

2. Community Development Department, Planning;
3. Public Services Department;
4. Parks and Recreation Department;
5. Community Development Department, Building Official or Building Official's designee;

an appropriate individual from following agencies:

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6. Destin Fire Control District (nominee must have experience as a firefighter);
an appropriate individual from following utilities:
 7. Destin Water Users (nominee must have technical experience in the area of water utilities)
 8. Okaloosa Gas District (nominee must have technical experience in the area of gas utilities)
 9. Gulf Power (nominee must have technical experience in the area of electrical utilities)
- D. The City Manager may appoint and remove the City Staff representatives, under section 2.06.02.C., 2-5 above, as the City Manager may deem appropriate.
- E. Other than the City Land Use Attorney, the City Manager shall provide the names of the nominees for the other four positions to the City Council, for the City Council's approval by a majority vote. The consideration and vote by City Council shall not be part of the Consent Agenda.

2.26.03. Functions, duties and responsibilities of TRC.

The TRC members ~~may~~ shall be provided items to review in relation to their areas of expertise, and shall confine their review to the areas so designated. Subject to these limitations, the TRC shall review the following applications for compliance with the provisions of this City Land Development Code, and all applicable building codes:

1. Major/Minor development order;
2. Major/Minor deviations to development orders;
3. Major subdivisions; and
4. Planned Unit Developments.
- E. At the second City Council meeting each month, the City Land Use Attorney shall provide a brief monthly update, under City Land Use Attorney's designated portion of the Agenda, summarizing the activities of the TRC.

7.12.06. Zoning districts. The following zoning districts are established for the city, with principal uses and structures, accessory uses and structures, conditional uses and structures all as indicated by the following:

Q. Town Center Mixed Use (TCMU). The Town Center Mixed Use zoning district implements Future Land Use Element Policy 1-2.4.3(1), Town Center Mixed Use of the Comprehensive Plan.

1. Purpose and intent. The Town Center Mixed Use zoning district shall apply to areas developed, redeveloped and/or maintained and conserved as areas that accommodate permanent multi-family attached residential dwelling units; retail; service; restaurant; office; and similar commercial uses. It is the intent of the TCMU zoning district to specifically not allow permanent or seasonal single-family residential uses. It is also the intent of the TCMU zoning district to encourage multi-family developments to include appropriate non-residential

components in furtherance of the mixed-use nature of the zoning district. Commercial hotel, motel, bed and breakfast establishments and other commercial transient living accommodations and seasonal multi-family attached residential dwelling units are only allowed on properties that have direct or secondary access to Harbor Boulevard/U.S. Highway 98. It is intended that the TCMU zoning district provide for increased buffering and setbacks from nearby residential and mixed use developments.

2. Principal, accessory and conditional uses. Permitted, accessory and conditional uses shall include those listed in Table 7-2, Table of Allowable Uses. ~~The following shall apply to all applications for a conditional use in the TCMU zoning district:~~

~~a. *Findings.* A conditional use shall be permitted upon a finding by the city council, after a duly noticed public hearing, that the proposed use, application and, if applicable, site plan, comply with the criteria specified in this section, including specific conditions established by the city council during review of the respective application in order to ensure compliance with the comprehensive plan and land development regulations. If the proposed conditional use is a major development pursuant to Chapter 2 of the LDC, the city council shall render the final determination pursuant to the procedures for major developments. A conditional use shall be denied if the city determines that the proposed use does not meet the criteria provided in this section and, further, that the proposed conditional use is adverse to the public's interest. An application for a conditional use shall describe how the specific land use characteristics proposed meet the criteria described herein and shall include a description of any measures proposed to mitigate against possible adverse impacts of the proposed conditional use on properties in the immediate vicinity.~~

~~b. *Characteristics of use described.* The following characteristics of a proposed conditional use shall be clearly described as part of the conditional use application:~~

~~(1) Scale and intensity of the proposed conditional use as measured by the following:~~

- ~~i. Floor area ratio;~~
- ~~ii. Traffic generation;~~
- ~~iii. Square feet of enclosed building for each specific use;~~
- ~~iv. Proposed employment;~~
- ~~v. Proposed number and type of service vehicles; and~~
- ~~vi. Off street parking needs.~~

~~(2) On or off-site improvement needs generated by the proposed conditional use and not identified on the list in subsection, including the following:~~

- ~~i. Utilities;~~
- ~~ii. Public facilities, especially any improvements required to ensure compliance with concurrency management;~~
- ~~iii. Roadway or signalization improvements, or other similar improvements;~~
- ~~iv. Accessory structures or facilities; and~~
- ~~v. Other unique facilities/structures proposed as part of site improvements.~~

~~(3) On-site amenities proposed to enhance site and planned improvements. Amenities including mitigative techniques such as:~~

- ~~i. Open space;~~
- ~~ii. Setbacks from adjacent properties;~~
- ~~iii. Screening and buffers;~~
- ~~iv. Landscaped berms proposed to mitigate against adverse impacts to adjacent sites; and~~
- ~~v. Mitigative techniques for abating smoke, odor, noise, and other noxious impacts.~~

~~c. Criteria for Conditional Uses in the TCMU:~~

- ~~i. Land use compatibility. The applicant shall demonstrate that the conditional use, including its proposed scale and intensity, traffic-generating characteristics, and off-site impacts are compatible and harmonious with adjacent land use and will not adversely impact land use activities in the immediate vicinity.~~
- ~~ii. Sufficient site size, adequate site specifications, and infrastructure to accommodate the proposed use. The size and shape of the site, the proposed access and internal circulation, and the urban design enhancements must be adequate to accommodate the proposed scale and intensity of the conditional use requested. The site shall be of sufficient size to accommodate urban design amenities such as screening, buffers, landscaping, open space, off-street parking, efficient internal traffic circulation, infrastructure and similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.~~

- ~~iii. *Proper use of mitigative techniques.* The applicant shall demonstrate that the conditional use and site plan have been designed to incorporate mitigative techniques needed to prevent adverse impacts to adjacent land uses. In addition, the design scheme shall appropriately address off-site impacts to ensure that land use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the general public health, safety and welfare.~~
- ~~iv. *Hazardous waste.* The proposed use shall not generate hazardous waste or require use of hazardous materials in its operation without use of city-approved mitigative techniques designed to prevent any adverse impact to the general health, safety and welfare. The plan shall provide for appropriate identification of hazardous waste and hazardous material and shall regulate its use, storage and transfer consistent with best management principles and practices. No use which generates hazardous waste or uses hazardous materials shall be located in the city unless the specific location is consistent with the comprehensive plan and land development regulations and does not adversely impact wellfields, aquifer recharge areas, or other conservation resources.~~
- ~~v. *Avoid Over-Proliferation of Uses.* The TCMU is intended to provide a variety of uses along U.S. Highway 98, and an over-proliferation of similar uses within the zoning district shall not be permitted. The City Council shall review the existing uses within the TCMU zoning district in determining whether a conditional use shall be approved or denied.~~
- ~~vi. *Compliance with applicable laws and ordinances.* A conditional use application shall demonstrate compliance with all applicable federal, state, county, and city laws and ordinances. Where permits are required from governmental agencies other than the city, these permits shall be obtained as a condition of approval. The city may affix other conditions to any approval of a conditional use in order to protect the public health, safety, and welfare.~~

~~d. *Appeals:* Appeals of the city council on a conditional use application are by writ of certiorari to the circuit court.~~

* * *

CC. *Calhoun Mixed Use - Village(CMU-V)*. The Calhoun Mixed Use - Village zoning district implements Future Land Use Element Policy 1-2.4.3(2), Calhoun Mixed Use - Village of the Comprehensive Plan.

1. Purpose and intent. The "CMUV" area is depicted on the FLUM (Map 1-1) and is generally located east of Calhoun Avenue, west of Sibert Avenue, south of Forest Street, and north of the South Harbor Mixed Use area. The intent of this zoning district is to preserve the character of the nearby "Old Destin" area, and to provide a mixed use transitional area between the higher intensity south harbor mixed use zoning district and the less intense surrounding low density residential zoning areas. The Calhoun Mixed Use-Village is envisioned as a walkable, medium-scale resort-mixed use area. Planned developments that increase pedestrian connectivity, east- west vehicular connectivity, and parks or open space shall be encouraged. The Calhoun Mixed Use Village should encourage an excellent tree canopy and before major new development occurs, it is important the tree preservation be enhanced to ensure the lush character of this area continues even as new development occurs. The area shall redevelop as a mixed use area, accommodating primarily medium to high density long-term and short-term residential uses. Commercial hotels, motels, bed and breakfast establishments, and other commercial transient living accommodations shall be allowed. Non-residential uses shall include neighborhood retail commercial goods and services not exceeding 5,500 square feet designed primarily to serve the needs of the adjacent "Old Destin" area, offices; water dependent activities, restaurants, and similar uses (refer to table 7-2). It is the intent of the CMU-V zoning district to specifically not allow each general retail commercial goods and services uses to exceed 5,500 heated and cooled square feet. Additionally, it is the intent of the CMU-V to encourage lower density residential developments and mixed use developments by specifically not allowing stand-alone multi-family residential uses, but rather, to require multi-family uses to include appropriate nonresidential uses as components of the development.
1. 2. Principal, accessory and conditional uses. Permitted, accessory and conditional uses shall include those listed in Table 7-2, Table of Allowable Uses. ~~The following shall apply to all applications for a conditional use in the CMU-V zoning district:~~
 - a. ~~Findings. A conditional use shall be permitted upon a finding by the city council, after a duly noticed public hearing, that the proposed use, application and, if applicable, site plan, comply with the criteria specified in this section, including specific conditions established by the city council during review of the respective application in order to ensure compliance with the comprehensive plan and land development regulations. If the proposed conditional use is a major development pursuant to Chapter 2 of the LDC, the city council shall render the final determination pursuant to the procedures for major developments. A conditional use shall be denied if the city determines~~

~~that the proposed use does not meet the criteria provided in this section and, further, that the proposed conditional use is adverse to the public's interest. An application for a conditional use shall describe how the specific land use characteristics proposed meet the criteria described herein and shall include a description of any measures proposed to mitigate against possible adverse impacts of the proposed conditional use on properties in the immediate vicinity.~~

~~b. *Characteristics of use described.* The following characteristics of a proposed conditional use shall be clearly described as part of the conditional use application:~~

~~(1) Scale and intensity of the proposed conditional use as measured by the following:~~

- ~~i. Floor area ratio;~~
- ~~ii. Traffic generation;~~
- ~~iii. Square feet of enclosed building for each specific use;~~
- ~~iv. Proposed employment;~~
- ~~v. Proposed number and type of service vehicles; and~~
- ~~vi. Off street parking needs.~~

~~(2) On or off site improvement needs generated by the proposed conditional use and not identified on the list in subsection, including the following:~~

- ~~i. Utilities;~~
- ~~ii. Public facilities, especially any improvements required to ensure compliance with concurrency management;~~
- ~~iii. Roadway or signalization improvements, or other similar improvements;~~
- ~~iv. Accessory structures or facilities; and~~
- ~~v. Other unique facilities/structures proposed as part of site improvements.~~

~~(3) On site amenities proposed to enhance site and planned improvements. Amenities including mitigative techniques such as:~~

- ~~i. Open space;~~
- ~~ii. Setbacks from adjacent properties;~~
- ~~iii. Screening and buffers;~~

- iv. ~~Landscaped berms proposed to mitigate against adverse impacts to adjacent sites; and~~
- v. ~~Mitigative techniques for abating smoke, odor, noise, and other noxious impacts.~~

~~c. Criteria for Conditional Uses in the CMU-V:~~

- i. ~~Land use compatibility.~~ The applicant shall demonstrate that the conditional use, including its proposed scale and intensity, traffic-generating characteristics, and off-site impacts are compatible and harmonious with adjacent land use and will not adversely impact land use activities in the immediate vicinity.
- ii. ~~Sufficient site size, adequate site specifications, and infrastructure to accommodate the proposed use.~~ The size and shape of the site, the proposed access and internal circulation, and the urban design enhancements must be adequate to accommodate the proposed scale and intensity of the conditional use requested. The site shall be of sufficient size to accommodate urban design amenities such as screening, buffers, landscaping, open space, off street parking, efficient internal traffic circulation, infrastructure and similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.
- iii. ~~Proper use of mitigative techniques.~~ The applicant shall demonstrate that the conditional use and site plan have been designed to incorporate mitigative techniques needed to prevent adverse impacts to adjacent land uses. In addition, the design scheme shall appropriately address off-site impacts to ensure that land use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the general public health, safety and welfare.
- iv. ~~Hazardous waste.~~ The proposed use shall not generate hazardous waste or require use of hazardous materials in its operation without use of city approved mitigative techniques designed to prevent any adverse impact to the general health, safety and welfare. The plan shall provide for appropriate identification of hazardous waste and hazardous material and shall regulate its use, storage and transfer consistent with best management principles and practices. No use which generates hazardous waste or uses hazardous materials shall be located in the city unless the specific location is consistent with the comprehensive plan and land development regulations and

does not adversely impact wellfields, aquifer recharge areas, or other conservation resources.

~~v. *Preservation of “Old Destin”.* The CMU V is intended to promote the public health, safety, and welfare by protecting, enhancing, and perpetuating buildings, sites, and areas of the district that are reminiscent of past eras, events, and persons important in local, state, or national history or providing significant examples of architectural styles of the past. It is also the purpose of this zoning district to develop and maintain appropriate settings and environments for such buildings, sites, and areas to enhance property values, stabilize the area east of the Choctawhatchee Bay and Calhoun Avenue, promote the tourist trade and interest, and foster knowledge of the city's living heritage. Therefore, conditional uses should meet one or more of the following criteria:~~

~~1. *Historical Significance:* Proposed development in the CMU V district, should show character, interest or value as part of the development, heritage, or cultural characteristics of the area east of the Choctawhatchee Bay and Calhoun Avenue; be the site of historic or prehistoric event(s) that had an effect upon the City of Destin; or exemplify the cultural, political, economic, or social heritage of the City of Destin.~~

~~2. *Architectural Significance:* Proposed development should portray an era of history characterized by distinctive architectural period(s)/style(s); embody those distinguishing characteristics of an architectural type specimen, contain elements of architectural design, detail, materials or craftsmanship that represent a significant era in the history of the area east of the Choctawhatchee Bay and Calhoun Avenue.~~

~~3. *Environmental Significance:* Proposed development should enhance the variety, interest, and sense of identity of the area east of the Choctawhatchee Bay and Calhoun Avenue by protecting the unique natural and man-made environments.~~

~~vi. *Compliance with applicable laws and ordinances.* A conditional use application shall demonstrate compliance with all applicable federal, state, county, and city laws and ordinances. Where permits are required from governmental agencies other than the city, these permits shall be obtained as a condition of approval. The city may affix other conditions to any approval of a conditional use in order to protect the public health, safety, and welfare.~~

- d. ~~Appeals: Appeals of the city council on a conditional use application are by writ of certiorari to the circuit court.~~

7.12.10. Conditional Uses. The following shall apply to all applications for a conditional use in any zoning district within the City of Destin:

- a. Findings. A conditional use shall be permitted upon a finding by the city council, after a duly noticed public hearing, that the proposed use, application and, if applicable, site plan, comply with the criteria specified in this section, including specific conditions established by the city council during review of the respective application in order to ensure compliance with the comprehensive plan and land development regulations. If the proposed conditional use is a major development pursuant to Chapter 2 of the LDC, the city council shall render the final determination pursuant to the procedures for major developments. A conditional use shall be denied if the city determines that the proposed use does not meet the criteria provided in this section and, further, that the proposed conditional use is adverse to the public's interest. An application for a conditional use shall describe how the specific land use characteristics proposed meet the criteria described herein and shall include a description of any measures proposed to mitigate against possible adverse impacts of the proposed conditional use on properties in the immediate vicinity.
- b. Characteristics of use described. The following characteristics of a proposed conditional use shall be clearly described as part of the conditional use application:
- (1) Scale and intensity of the proposed conditional use as measured by the following:
- i. Floor area ratio;
 - ii. Traffic generation;
 - iii. Square feet of enclosed building for each specific use;
 - iv. Proposed employment;
 - v. Proposed number and type of service vehicles; and
 - vi. Off-street parking needs.
- (2) On- or off-site improvement needs generated by the proposed conditional use and not identified on the list in subsection, including the following:
- i. Utilities;

- ii. Public facilities, especially any improvements required to ensure compliance with concurrency management;
- iii. Roadway or signalization improvements, or other similar improvements;
- iv. Accessory structures or facilities; and
- v. Other unique facilities/structures proposed as part of site improvements.

(3) On-site amenities proposed to enhance site and planned improvements. Amenities including mitigative techniques such as:

- i. Open space;
- ii. Setbacks from adjacent properties;
- iii. Screening and buffers;
- iv. Landscaped berms proposed to mitigate against adverse impacts to adjacent sites; and
- v. Mitigative techniques for abating smoke, odor, noise, and other noxious impacts.

c. Criteria for Conditional Uses:

- i. Land use compatibility. The applicant shall demonstrate that the conditional use, including its proposed scale and intensity, traffic-generating characteristics, and off-site impacts are compatible and harmonious with adjacent land use and will not adversely impact land use activities in the immediate vicinity.
- ii. Sufficient site size, adequate site specifications, and infrastructure to accommodate the proposed use. The size and shape of the site, the proposed access and internal circulation, and the urban design enhancements must be adequate to accommodate the proposed scale and intensity of the conditional use requested. The site shall be of sufficient size to accommodate urban design amenities such as screening, buffers, landscaping, open space, off-street parking, efficient internal traffic circulation, infrastructure and similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.
- iii. Proper use of mitigative techniques. The applicant shall demonstrate that the conditional use and site plan have been designed to incorporate mitigative techniques needed to prevent adverse impacts to adjacent land uses. In addition, the design scheme shall appropriately address off-site impacts to

ensure that land use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the general public health, safety and welfare.

- iv. Hazardous waste. The proposed use shall not generate hazardous waste or require use of hazardous materials in its operation without use of city-approved mitigative techniques designed to prevent any adverse impact to the general health, safety and welfare. The plan shall provide for appropriate identification of hazardous waste and hazardous material and shall regulate its use, storage and transfer consistent with best management principles and practices. No use which generates hazardous waste or uses hazardous materials shall be located in the city unless the specific location is consistent with the comprehensive plan and land development regulations and does not adversely impact wellfields, aquifer recharge areas, or other conservation resources.
 - v. Avoid Over-Proliferation of Uses. An over-proliferation of similar uses within a zoning district shall not be permitted. The City Council shall review the existing uses within the zoning district in determining whether a conditional use shall be approved or denied.
 - vi. Compliance with applicable laws and ordinances. A conditional use application shall demonstrate compliance with all applicable federal, state, county, and city laws and ordinances. Where permits are required from governmental agencies other than the city, these permits shall be obtained as a condition of approval. The city may affix other conditions to any approval of a conditional use in order to protect the public health, safety, and welfare.
- d. LPA Recommendation Required: All applications for a conditional use must first be considered by the City's Land Planning Agency (LPA) for consistency with the Comprehensive Plan, prior to being considered by the City Council for a final decision. The City Council shall not be bound by the recommendation of the LPA.
 - e. The Board of Adjustment shall not be required to review conditional use applications.
 - f. Appeals: Appeals of the city council on a conditional use application are by writ of certiorari to the circuit court.

SECTION 3. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 4. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 5. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 6. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____, 2019.

By: _____
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney, for the City of Destin, only.

Rey Bailey, City Clerk

Kimberly Kopp, City Land Use Attorney

First Reading: October 7, 2019
Second Reading: October 21, 2019

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

DATE: October 15, 2019

SUBJECT: Second reading of Ordinance 19-23-LC -Amending the Land Development Code, Section 7.12.01(A)2 - Zoning Maps - to include a change in the zoning designations of parcels from Medium Density Residential- Village (MDR-V) to Residential, Office and Institutional-Village Residential (ROI-VR)

I. BACKGROUND:

The City Council has directed the Community Development Staff to address the existing discrepancies between the Zoning Map and the Future Land Use Map for the City of Destin, as outlined in Comprehensive Plan Objective 1-2.1.

II. DISCUSSION:

AREAS 4 & 5 – Proposed Ordinance 19-23-LC

The Zoning designation of Areas 4 & 5 is currently Medium Density Residential – Village (MDR-V), which is not consistent with the Future Land Use Designation of Residential, Office & Institutional (ROI). In order to correct this misalignment, the parcels that make up Areas 4 & 5 should be rezoned to an ROI district. Currently, there are four zoning districts which are derived from the ROI Future Land Use classification: General Development (GD), Tourist Development (TD), Village Residential (VR), and Crystal Beach Residential (CBR). In order to maintain the long-term residential character of this area, Staff is proposing these two areas be rezoned to ROI-VR.

****The two parcels at the corner of Azalea and Benning Drives (00-2S-22-0135-0000-0010 and 00-2S-22-0135-0000-0020) are split zoned (MDR-V and INST). A Zoning Map Amendment to remedy this will be brought to the LPA for review in October 2019.**

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

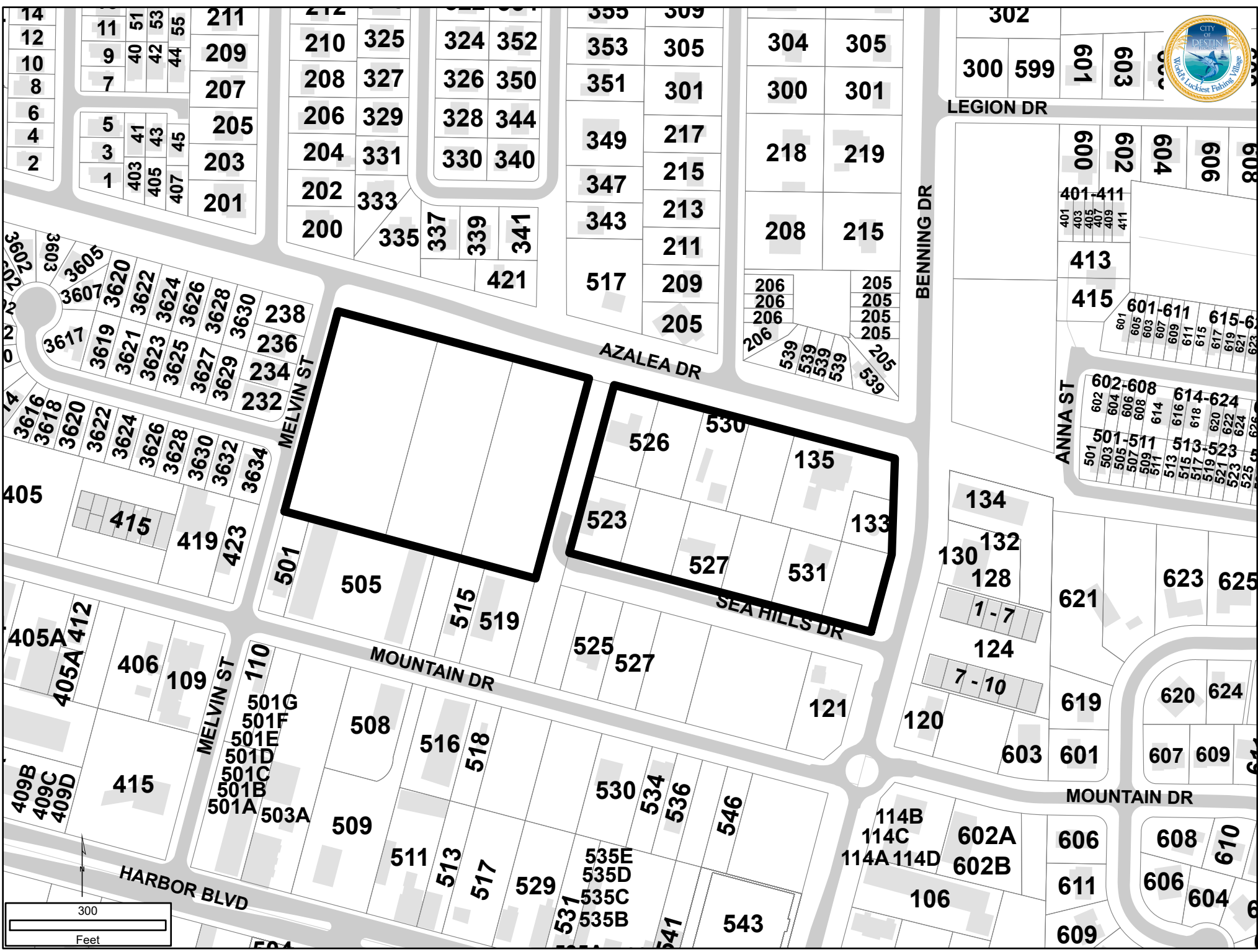
C. Level of Service (LOS):

III. CONCLUSION: Staff recommends approval of Ordinance 19-23-LC on second reading.

IV. RECOMMENDED MOTION: I move to approve Ordinance 19-23-LC on second and final reading.

Attachments:

1. 19-23-LC Exhibit A Areas 4_5
2. 19-23-LC FINAL



ORDINANCE NO. 19-23-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATIONS OF THE PARCELS DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM MEDIUM DENSITY RESIDENTIAL - VILLAGE (MDR-V) TO RESIDENTIAL, OFFICE AND INSTITUTIONAL-VILLAGE RESIDENTIAL (ROI-VR); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Future Land Use Element Objective 1-3.6. of the City's Comprehensive Plan requires that the City ensure consistency between the City's Zoning Map, and the City's Future Land Use Map; and

WHEREAS, Future Land Use Element Policy 1-3.6.4 requires the City continually review land uses within the City and to ensure appropriate Future Land Use and Zoning Map categories that are consistent and that reflect the City's vision; and

WHEREAS, the City Council has determined that various parcels of property within the City of Destin are not currently within zoning categories that are consistent with the current Future Land Use designations in place for such properties; and

WHEREAS, the City Council desires to administratively rezone the parcels depicted in Exhibit A, from Medium Density Residential - Village (MDR-V) to Residential, Office & Institutional-Village Residential (ROI-VR); and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens;

WHEREAS, after due public notice, a public hearing was conducted by the Local Planning Agency on September 26, 2019, and its recommendations reported to the City Council; and

WHEREAS, after due public notice, a public hearing has been conducted by the City Council.

SECTION 3. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Destin, Florida, as referenced in the Land Development Code, section 7.12.01(A)2, Zoning Maps, is hereby amended to include a change of zoning map designation from Medium Density Residential - Village (MDR-V) to Residential, Office and Institutional – Village Residential (ROI-VR), for the parcels generally depicted in Exhibit A, attached hereto and incorporated herein by this reference, which contain the following Okaloosa County Parcel Identification Numbers:

00-2S-22-0310-000E-E170
00-2S-22-0310-000E-E17B
00-2S-22-0310-000E-E17A
00-2S-22-031C-0000-0010
00-2S-22-031C-0000-0020
00-2S-22-0310-000E-E16H
00-2S-22-0310-000E-E16M
00-2S-22-0310-000E-E16D
00-2S-22-0310-000E-E16B
00-2S-22-0310-000E-E16E
00-2S-22-0310-000E-E16F
00-2S-22-0310-000E-E16G
00-2S-22-0310-000E-E16C

SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____ 2019.

BY: _____
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has
been reviewed and approved by the City Land Use
Attorney.

Rey Bailey, City Clerk

Kimberly Kopp, City Land Use Attorney

First Reading: October xx, 2019

Second Reading: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

DATE: October 15, 2019

SUBJECT: Second reading of Ordinance 19-24-LC - Relating to changes to the Zoning Map, which changes the zoning of multiple parcels from Residential, Office, Institutional - General Development (ROI-GD) to Residential, Office Institutional - Village Residential (ROI-VR)

I. BACKGROUND:

The City Council has directed the Community Development Staff to address the existing discrepancies between the Zoning Map and the Future Land Use Map for the City of Destin, as outlined in Comprehensive Plan Objective 1-2.1.

II. DISCUSSION: On August 19, 2019, the City Council directed staff to amend the Land Development code to consolidate ROI-VR and ROI-GD, and amend the Zoning Map to change all parcels zoned ROI-GD to ROI-VR. Ordinance 19-24-LC is the proposed text amendment to consolidate the zoning districts per Council's direction.

The City Council approved this Ordinance on first reading on October 7, 2019.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Staff recommends approval of Ordinance 19-24-LC.

IV. RECOMMENDED MOTION: I move to approve Ordinance 19-24-LC on second and final reading.

Attachments:

1. Admin Rezone Ordinance 19-24-LC
(ROI GD to ROI VR)
2. 19-24-LC_ROI-GD Exhibit A
3. Exhibit B 19-24-LC

ORDINANCE NO. 19-24-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATIONS OF THE PARCELS DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM RESIDENTIAL, OFFICE AND INSTITUTIONAL-GENERAL DEVELOPMENT (ROI-GD) TO RESIDENTIAL, OFFICE AND INSTITUTIONAL-VILLAGE RESIDENTIAL (ROI-VR); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Future Land Use Element Policy 1-3.6.4 requires the City continually review land uses within the City and to ensure appropriate Future Land Use and Zoning Map categories that are consistent and that reflect the City's vision; and

WHEREAS, the City Council has determined that the Residential, Office & Institutional zoning districts in the City should be consolidated in the best interests of City residents, and as such, the Residential Office & Institutional-General Development (ROI-GD) zoning district will cease to exist and be rendered obsolete, pursuant to City of Destin Ordinance 19-28-LC; and

WHEREAS, the City Council desires to administratively rezone the parcels depicted in Exhibit A, from Residential, Office & Institutional- General Development (ROI-GD) to Residential, Office & Institutional-Village Residential (ROI-VR); and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens;

WHEREAS, after due public notice, a public hearing was conducted by the Local Planning Agency on September 26, 2019, and its recommendations reported to the City Council; and

WHEREAS, after due public notice, a public hearing has been conducted by the City Council.

SECTION 3. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Destin, Florida, as referenced in the Land Development Code, section 7.12.01(A)2, Zoning Maps, is hereby amended to include a change of zoning map designation from Residential Office and Institutional – General Development (ROI-GD) to Residential, Office and Institutional – Village Residential (ROI-VR), for the parcels generally depicted in Exhibit A, attached hereto and incorporated herein by this reference, which parcels are identified by the Okaloosa County Parcel Identification Numbers in Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____ 2019.

BY: _____
Gary Jarvis, Mayor

ATTEST:

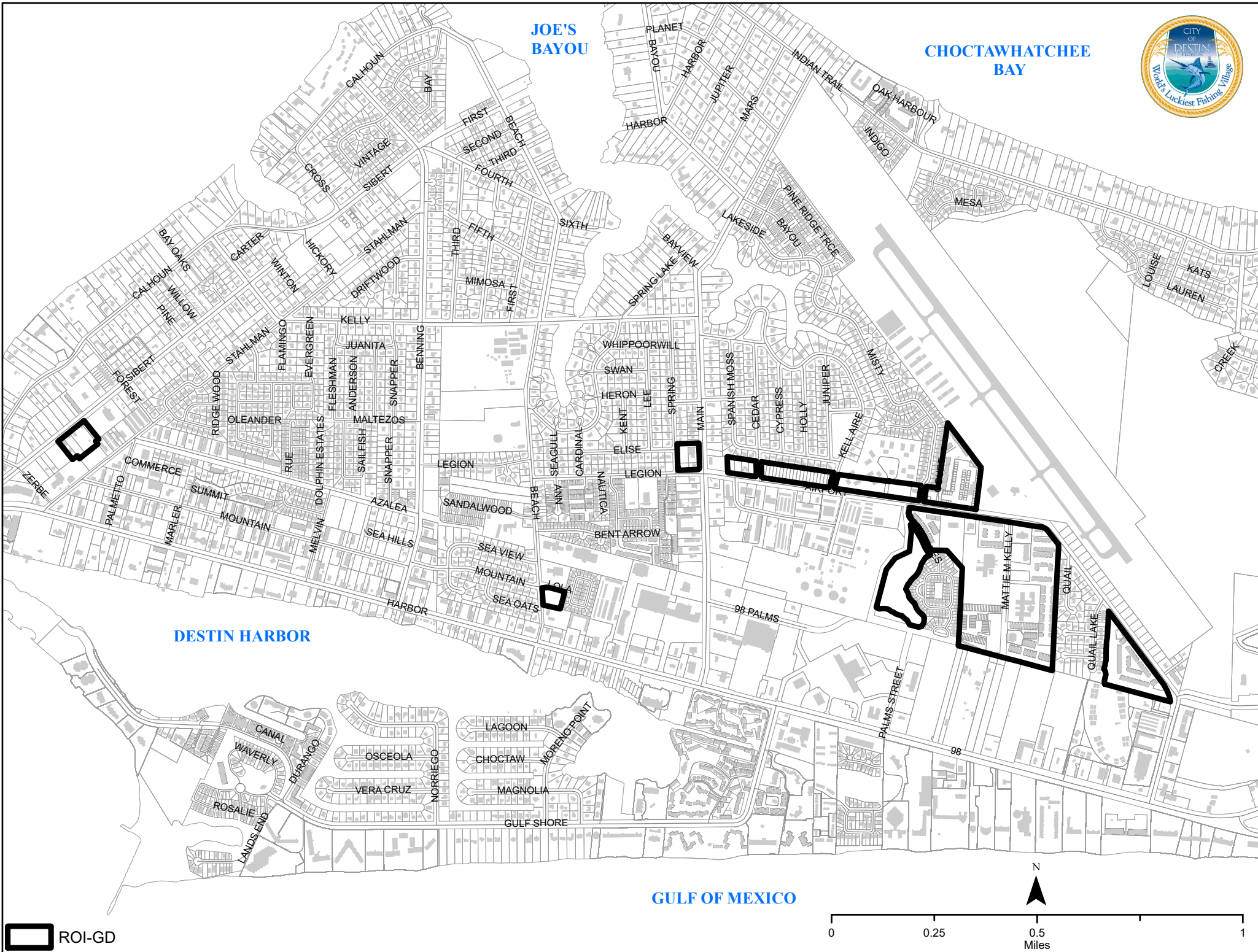
The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney, for the City of Destin, only.

Rey Bailey, City Clerk

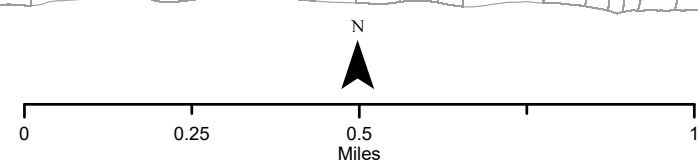
Kimberly Kopp, City Land Use Attorney

First Reading: October 7, 2019

Second Reading: _____



 ROI-GD



[illegible]

19-24-LC – ROI-GD PARCELS

00-2S-22-1120-0000-0560	00-2S-22-1025-0000-0070	00-2S-22-1025-0000-0540
00-2S-22-0637-0000-0260	00-2S-22-1025-0000-0080	00-2S-22-1025-0000-0550
00-2S-22-0637-0000-0280	00-2S-22-1025-0000-0090	00-2S-22-1025-0000-0560
00-2S-22-0637-0000-0270	00-2S-22-1025-0000-0100	00-2S-22-1025-0000-0570
00-2S-22-1200-0000-0010	00-2S-22-1025-0000-0110	00-2S-22-1025-0000-0580
00-2S-22-1200-0000-0020	00-2S-22-1025-0000-0120	00-2S-22-1025-0000-0590
00-2S-22-1200-0000-0030	00-2S-22-1025-0000-0130	00-2S-22-1025-0000-0600
00-2S-22-1200-0000-0040	00-2S-22-1025-0000-0140	00-2S-22-1025-0000-0610
00-2S-22-1200-0000-0050	00-2S-22-1025-0000-0150	00-2S-22-1025-0000-0620
00-2S-22-1200-0000-0060	00-2S-22-1025-0000-0160	00-2S-22-1025-0000-0630
00-2S-22-1200-0000-0070	00-2S-22-1025-0000-0170	00-2S-22-1025-0000-0640
00-2S-22-1200-0000-0080	00-2S-22-1025-0000-0180	00-2S-22-1025-0000-0650
00-2S-22-1200-0000-0090	00-2S-22-1025-0000-0190	00-2S-22-1025-0000-0660
00-2S-22-1200-0000-0100	00-2S-22-1025-0000-0200	00-2S-22-1025-0000-0670
00-2S-22-1200-0000-0110	00-2S-22-1025-0000-0210	00-2S-22-1025-0000-0680
00-2S-22-1200-0000-0120	00-2S-22-1025-0000-0220	00-2S-22-1025-0000-0690
00-2S-22-1200-0000-0130	00-2S-22-1025-0000-0230	00-2S-22-1025-0000-0700
00-2S-22-1200-0000-0140	00-2S-22-1025-0000-0240	00-2S-22-1025-0000-0710
00-2S-22-1200-0000-0150	00-2S-22-1025-0000-0250	00-2S-22-1025-0000-0720
00-2S-22-1200-0000-0160	00-2S-22-1025-0000-0260	00-2S-22-1025-0000-0730
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00-2S-22-1200-0000-0260	00-2S-22-1025-0000-0360	00-2S-22-1025-0000-0830
00-2S-22-1200-0000-0270	00-2S-22-1025-0000-0370	00-2S-22-1025-0000-0840
00-2S-22-1200-0000-0280	00-2S-22-1025-0000-0380	00-2S-22-1025-0000-0850
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19-24-LC – ROI-GD PARCELS

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19-24-LC – ROI-GD PARCELS

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00-2S-22-6500-0000-0030	00-2S-22-5226-0000-0280	00-2S-22-0310-000D-3840
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00-2S-22-6500-0000-0090	00-2S-22-5226-0000-0340	
00-2S-22-6500-0000-0100	00-2S-22-5226-0000-0350	
00-2S-22-6500-0000-0110	00-2S-22-5226-0000-0360	
00-2S-22-6500-0000-0120	00-2S-22-5226-0000-0370	
00-2S-22-6500-0000-0130	00-2S-22-5226-0000-0380	
00-2S-22-6500-0000-0140	00-2S-22-5226-0000-0390	

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

DATE: October 15, 2019

SUBJECT: Second reading of Ordinance 19-25-LC - Amending Article 7 of the Land Development Code to establish conditional uses in the Commercial General (CG) zoning district.

I. BACKGROUND:

The Community Development Department, with direction from the City Council, has revised the Commercial General (CG) zoning set forth in 7.12.06(J) of the Land Development Code, to (1) add increased buffering for properties adjacent to existing residential uses or residential zoning districts and (2) change currently Permitted uses in the zoning district to Conditional uses, and to set up a process and establish associated criteria for approval of such conditional uses.

On July 15, 2019, the City Council invoked the pending ordinance doctrine, as follows:

Pursuant to *Smith v. City of Clearwater*, 383 So. 2d 681 (Fla. 2d DCA 1980) a “zoning in progress” is hereby announced as to the above referenced Land Development Code (“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.

II. DISCUSSION:

Ordinance 19-25-LC proposes the following:

- A minimum buffer of 35' when the property is adjacent to residential uses. If the height of the proposed building exceeds 35', the buffer shall equal at least the height of the proposed building. The minimum buffer requirements may be increased in the discretion of the City Council if the use is a conditional use.
- Change to the list of allowable uses in the district (many previously permitted uses will now be conditional uses in the zoning district).

Ordinance 19-25-LC was reviewed by the City's LPA on September 26, 2019, and received a recommendation of approval with some additional changes to the permitted/conditional uses set forth in Table 7-2. Specifically, the LPA recommended that both Department Stores and Office Supplies, Stationary, and Gift Stores be changed from Permitted Uses to Conditional Uses in the C-G zoning district. This change has already been incorporated into the proposed Ordinance, which was approved by the City Council on first reading on October 7, 2019, and which is currently before the City Council on second reading.

With respect to setting up a process for the approval of conditional uses, staff has determined that the best methodology for this is a process that is applicable in **all** zoning districts. Therefore, this process will be reviewed by the City Council via separate Ordinance No. 19-19-LC which will be applicable to all zoning districts and will not be limited to the Commercial General (CG) district. Ordinance 19-19-LC was also before the LPA on September 26, 2019, and received a recommendation of approval.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Staff recommends approval of Ordinance 19-25-LC.

IV. RECOMMENDED MOTION: I move to approve Ordinance 19-25-LC on second and final reading.

Attachments:

1. 19-25-LC CG Ordinance Oct 7 Council
2. Exhibit A Use Chart for CG Ordinance

ORDINANCE NO. 19-25-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING THE COMMERCIAL GENERAL (CG) ZONING DISTRICT; AMENDING ARTICLE 7 OF THE LAND DEVELOPMENT CODE “LAND USE, TYPE, DENSITY, INTENSITY, ZONING AND REGULATORY CONTROLS”; AMENDING TABLE 7-2 “TABLE OF ALLOWABLE USES”; ESTABLISHING CONDITIONAL USES IN THE COMMERCIAL GENERAL (C-G) ZONING DISTRICT; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council in providing for the health, safety and welfare of its citizens finds that the City should modify the Commercial General (CG) zoning district in order to allow the City Council to consider specified criteria for conditional uses within the zoning district; and

WHEREAS, the purpose of the Commercial General (CG) zoning district is to provide a intended to accommodate the general commercial needs of the permanent and seasonal residents.; and

WHEREAS, the City Council desires to establish conditional uses in the Commercial General (CG) zoning district; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

WHEREAS, a public hearing has been conducted after due public notice by the Local Planning Agency and its recommendations reported to the City Council; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

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

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language

proposed to be deleted, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol *** represents sections of the Land Development Code that have been skipped and remain unchanged.

SECTION 3. AMENDMENT OF LAND DEVELOPMENT CODE SECTION 7.12.06.

Section 7.12.06 of the Land Development Code is hereby amended as follows:

J. *Commercial General (CG)*. The Commercial General zoning district implements Future Land Use Element Policy 1-2.3.2, Commercial General of the Comprehensive Plan.

1. Purpose and intent. The Commercial General zoning district shall apply to areas generally located along Harbor Boulevard/Emerald Coast Parkway and is intended to accommodate the general commercial needs of the permanent and seasonal residents. The general commercial needs of the permanent and seasonal residents are provided generally by the following uses: general retail sales and services; highway oriented sales and services; offices; commercial hotels, motels, bed and breakfast establishments, other commercial transient living accommodations; and seasonal multi-family attached residential dwelling units. It is the intent of the CG zoning district to specifically not allow the following uses to be located in the district: permanent single-family detached or multi-family attached residential dwelling units; manufacturing of goods; other activities that may generate nuisance impacts, including glare, smoke or other air pollutants, noise, vibration, major fire hazards or other impacts generally associated with more intensive industrial uses. Additionally, it is the intent of the zoning district to encourage a variety of uses to address general commercial needs, and not to allow the over-proliferation of any particular use(s).

2. Principal, accessory and conditional uses. Permitted, accessory and conditional uses shall include those listed in Table 7-2, Table of Allowable Uses.

3. Performance standards. For lot area, lot width, lot depth, height, setback, density, floor area ratio, and open space standards, please refer to Table 7-3, Table of Dimensional Regulations. Additionally, a minimum buffer of 35' is required when the property is adjacent to residential uses. If the height of the proposed building exceeds 35', the buffer shall equal at least the height of the proposed building. The minimum buffer requirements may be increased in the discretion of the City Council if the use is a conditional use.

SECTION 4. AMENDMENT OF LAND DEVELOPMENT CODE TABLE 7-2, TABLE OF ALLOWABLE USES. Table 7-2, Table of Allowable Uses, is attached hereto as Exhibit

“A”, and is fully incorporated herein by this reference. Where a previously permitted use has been changed to a conditional use, a designation of “C” is provided next to the use.

SECTION 5. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 6. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 7. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 8. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF OCTOBER, 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, for the City of Destin, only.

Rey Bailey, City Clerk

Kimberly Kopp, City Land Use Attorney

First Reading: _____
Second Reading: _____

Proposed Conditional Uses

Uses	CG
Multi-Family attached dwelling (ST)	<u>C</u>
Distribution Electric Substation	P
Printing and Related Support Activities	P
Wholesale Trade	C
Auto parts, accessories, and tire stores	<u>C</u>
Dealer - Automotive/ Marine	<u>C</u>
Furniture and Home Furnishing Stores	P
Electronics and Appliance Stores	P
Building Material and Garden Equipment and Supply Dealers	<u>C</u>
Kitchen Cabinet Stores	C
Grocery Stores	<u>C</u>
Specialty Food Stores	C
Beer Wine and Liquor Stores	<u>C</u>
Health and Personal Care Stores	<u>C</u>
Medical Marijuana Dispensary	<u>C</u>
Gasoline Stations	C
Clothing and Clothing Accessory Stores	P
Musical Instrument Stores	P
Book, periodical, and music stores	P
Department Stores	<u>C</u>
Other general merchandise stores	P
Florists	P
Stationary, and Gift Stores	<u>C</u>
Stores	C
Thrift Stores	<u>C</u>
Other miscellaneous store retailers	<u>C</u>
Urban Transit System	<u>C</u>

Proposed Conditional Uses

Uses	CG
Interurban and Rural Bus Transportation	<u>C</u>
Motor vehicle towing	<u>C</u>
General Warehousing and Storage	<u>C</u>
Publishing Industries except Internet	P
Motion Picture Theaters	P
Internet	P
Internet Publishing and Broadcasting	P
Telecommunications	P
telecommunications carriers (except satellite)	P
ISPs, Search portals, and data processing	P
Services	P
Finance and Insurance	P
Pawn Shops	C
Real Estate Services	P
Conference Convention Center	<u>C</u>
Mini-Warehouse/ Self Storage	<u>C</u>
Equipment, etc. storage leasing	<u>C</u>
Automotive equipment rental and leasing	<u>C</u>
Rental	C
Equipment rental and leasing	<u>C</u>
General Rental Centers	P
Professional and Technical Services	P
Veterinary Services	C
Companies and Enterprises	P
Administrative and Support Services	P
Janitorial Services	P
Landscaping Services	C
and Management Training	P
Other Schools and Instruction	P

Proposed Conditional Uses

Uses	CG
Educational Support Services	P
Ambulatory Health Care Services	<u>C</u>
Child day care services	P
Performing Arts and Spectator Sports	<u>C</u>
Amusement and Theme Parks	<u>C</u>
Amusement arcades	C
Fitness and rec sports	C
Bowling Centers	C
and recreation industries	<u>C</u>
Hotels and Motels	C
Bed & Breakfast Inns	<u>C</u>
Other Traveler Accommodation	<u>C</u>
RV parks and recreational camps	<u>C</u>
Rooming and boarding houses	<u>C</u>
Food services and drinking places	<u>C</u>
Restaraunts	<u>C</u>
Restaraunts	C
Drinking Places, alcholic beverages	<u>C</u>
Maintenance	C
Automotive repair and maintenance	<u>C</u>
Car Washes	C
Other Personal and Household Goods	P
repair	C
Personal and Laundry Services	P
Dry Cleaning and laundry Services	<u>C</u>
Linen and uniform supply services	P
Pet Care (exept veterinary) services	<u>C</u>
associations and organizations	P
Religious Organizations	P

Proposed Conditional Uses

Uses	CG
Tattoo Parlors	C

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

DATE: October 15, 2019

SUBJECT: Second reading of Ordinance 19-26-LC - Relating to changes to the Zoning Map, which changes the zoning of one parcel from Institutional (INST) and Commercial General (CG) to entirely Institutional (INST).

I. BACKGROUND:

The City Council has directed the Community Development Staff to address the existing discrepancies between the Zoning Map and the Future Land Use Map for the City of Destin, as outlined in Comprehensive Plan Objective 1-2.1.

The following timeline outlines the City's effort towards the alignment of the Zoning Map and Future Land Use Map:

- **February 26, 2019:** City Council Workshop was held to discuss the alignment of the Zoning Map and Future Land Use Map
- **March 4, 2019:** City Council directed Staff to rezone all areas to be consistent with the Comprehensive Plan, except areas 7 & 15.
- **April 18, 2019:** Staff proposed the FLUM and Zoning Map Alignment to the Local Planning Agency (LPA)
- **May 16, 2019:** LPA made the recommendation to City Council to approve the proposed alignment (without areas 7 & 15)
- **June 3, 2019:** City Council removed areas 4 & 5 from the proposed alignment for further consideration
- **June 17, 2019:** First Reading and Approval of 19-09-LC (Zoning Map Amendment), with areas 4, 5, 7, & 15 removed
- **July 1, 2019:** Second Reading and Approval of 19-09-LC.
- **July 10, 2019:** City Council Workshop to discuss the appropriate future land use and Zoning Map designations of areas 4, 5, 7 & 15

- **July 24, 2019:** Community Development Director met with Destin United Methodist Church Administrator to discuss the property's zoning
- **August 19, 2019:** City Council directed staff to change the future land use and zoning of the entire United Methodist Church property to Institutional, and the remainder of Area 7 to Town Center Mixed Use.

II. DISCUSSION:

Currently, the United Methodist Church property has two different land use classifications. The majority of the property has a Future Land Use classification and Zoning designation of Institutional (INST), while the east portion of the property has a Future Land Use of Town Center Mixed Use (TCMU) and a Zoning designation of Commercial General (CG). In order to make the entire property consistent, the future land use and zoning of this parcel should be changed to be entirely Institutional. Additionally, schools and other educational facilities are permitted in the Institutional zoning district. If the proposed zoning amendment is approved, the Future Land Use classification will be changed in the FLUM as a part of the Evaluation and Appraisal process.

COMPREHENSIVE PLAN CONSISTENCY:

The proposed Zoning Map and Land Development Code recommendations implement the following Comprehensive Plan policies:

- **Future Land Use Element Objective 1-3.6: Prevent Inconsistent Land Use**
- **Future Land Use Element Policy 1-3.6.1: Managing Future Land Use;**
and
- **Future Land Use Element Policy 1-3.6.4: Identification of Land Use and Zoning Inconsistencies.**

LPA RECOMMENDATION:

At the September 26, 2019 meeting the LPA recommended that the City Council approve proposed ordinance 19-26-LC and rezone parcel number 00-2S-22-0000-0011-003A from Institutional and Commercial General to Institutional and direct Staff to amend the Future Land Use Map accordingly during the Evaluation and Appraisal process.

The City Council approved the proposed Ordinance on first reading on October 7, 2019. The Ordinance is currently before the City Council on second reading.

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

III. CONCLUSION: Staff recommends approval of Ordinance 19-26-LC.

IV. RECOMMENDED MOTION: I move to approve Ordinance 19-26-LC on second and final reading.

Attachments:

1. Admin Rezone Ordinance 19-26-LC (INST)
2. 19-26-LC_INST Exhibit A

ORDINANCE NO. 19-26-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATIONS OF THE PARCEL DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM INSITUTIONAL (INST) AND COMMERCIAL GENERAL (C-G) TO INSTITUTIONAL (INST), ONLY; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Future Land Use Element Objective 1-3.6. of the City's Comprehensive Plan requires that the City ensure consistency between the City's Zoning Map, and the City's Future Land Use Map; and

WHEREAS, Future Land Use Element Policy 1-3.6.4 requires the City continually review land uses within the City and to ensure appropriate Future Land Use and Zoning Map categories that are consistent and that reflect the City's vision; and

WHEREAS, the City Council has determined that various parcels of property within the City of Destin are not currently within zoning categories that are consistent with the current Future Land Use designations in place for such properties; and

WHEREAS, the City Council desires to administratively rezone the property with Okaloosa County Parcel Identification No. 00-2S-22-000-0011-003A, and depicted in Exhibit A, from a dual zoning of both Institutional and Commercial-General to Institutional (INST), only; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens;

WHEREAS, after due public notice, a public hearing was conducted by the Local Planning Agency on September 26, 2019, and its recommendations reported to the City Council; and

WHEREAS, after due public notice, a public hearing has been conducted by the City Council.

SECTION 3. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Destin, Florida, as referenced in the Land Development Code, section 7.12.01(A)2, Zoning Maps, is hereby amended to include a change of zoning map designation from Institutional (INST) and Commercial General (C-G) to Institutional (INST), only, for the parcel of land with Okaloosa County Parcel Identification Number 00-2S-22-0000-0011-003A, which is generally depicted in Exhibit A, attached hereto and incorporated herein by this reference.

SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____ 2019.

BY: _____
Gary Jarvis, Mayor

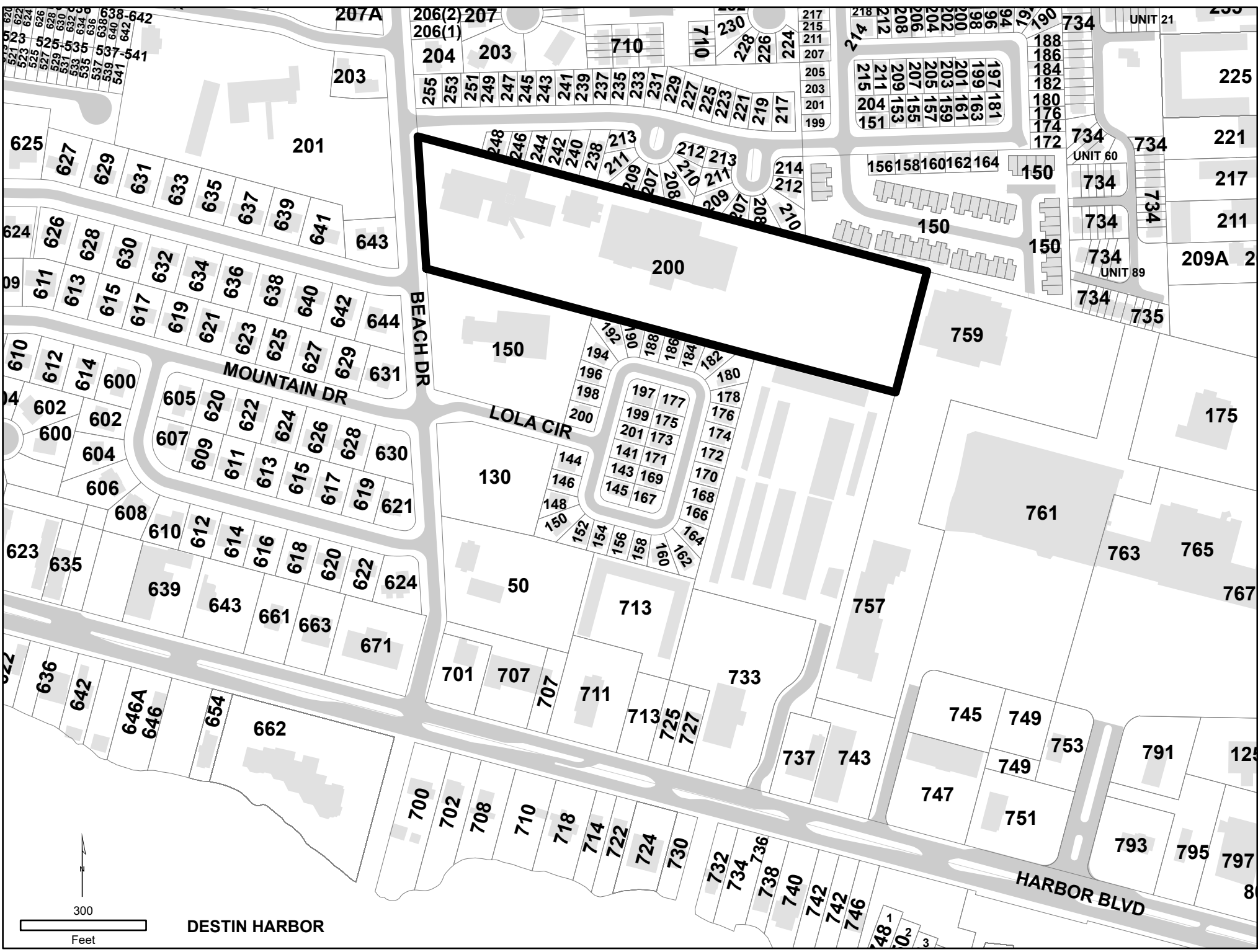
ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney, for the City of Destin, only.

Rey Bailey, City Clerk

Kimberly Kopp, City Land Use Attorney

First Reading: October 7, 2019
Second Reading: _____



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

DATE: October 15, 2019

SUBJECT: Second reading of Ordinance 19-27-LC - Relating to changes to the Zoning Map, which changes the zoning of multiple parcels from Commercial General (CG) to Town Center Mixed Use (TCMU), to match the future land use designation assigned in the Comprehensive Plan.

I. BACKGROUND:

The City Council has directed the Community Development Staff to address the existing discrepancies between the Zoning Map and the Future Land Use Map for the City of Destin, as outlined in Comprehensive Plan Objective 1-2.1.

The following timeline outlines the City's effort towards the alignment of the Zoning Map and Future Land Use Map:

- **February 26, 2019:** City Council Workshop was held to discuss the alignment of the Zoning Map and Future Land Use Map
- **March 4, 2019:** City Council directed Staff to rezone all areas to be consistent with the Comprehensive Plan, except areas 7 & 15.
- **April 18, 2019:** Staff proposed the FLUM and Zoning Map Alignment to the Local Planning Agency (LPA)
- **May 16, 2019:** LPA made the recommendation to City Council to approve the proposed alignment (without areas 7 & 15)
- **June 3, 2019:** City Council removed areas 4 & 5 from the proposed alignment for further consideration
- **June 17, 2019:** First Reading and Approval of 19-09-LC (Zoning Map Amendment), with areas 4, 5, 7, & 15 removed
- **July 1, 2019:** Second Reading and Approval of 19-09-LC.
- **July 10, 2019:** City Council Workshop to discuss the appropriate future land use

and Zoning Map designations of areas 4, 5, 7 & 15

- **July 24, 2019:** Community Development Director met with Destin United Methodist Church Administrator to discuss the property's zoning
- **August 19, 2018:** City Council directed staff to change the Future Land Use classification and Zoning of the entire United Methodist Church property to Institutional, and the Zoning of the remainder of Area 7 to Town Center Mixed Use.

II. DISCUSSION:

The zoning of Area 7 is currently zoned Commercial General and is not consistent with the Future Land Use classification in the Future Land Use Map (FLUM), which is Town Center Mixed Use (TCMU). In order to rectify this inconsistency, Area 7 (excluding the northernmost portion which is a part of the Destin United Methodist Church (DUMC) property) should be rezoned to TCMU. The entire DUMC parcel is proposed to be changed to Institutional. There are two nonconformities that will be created by this change:

1. A Storage Solution; 733 Harbor Blvd
2. Circle K Gas Station; 701 Harbor Blvd

**These nonconformities are to be addressed by classification of these uses as "Conditional" in the TCMU district.

COMPREHENSIVE PLAN CONSISTENCY:

The proposed Zoning Map and Land Development Code recommendations implement the following Comprehensive Plan policies:

- **Future Land Use Element Objective 1-3.6: Prevent Inconsistent Land Use.;**
- **Future Land Use Element Policy 1-3.6.1: Managing Future Land Use;**
and
- **Future Land Use Element Policy 1-3.6.4: Identification of Land Use and Zoning Inconsistencies.**

LPA RECOMMENDATION:

At the September 26, 2019 the LPA recommended that the City Council approve proposed Ordinance 19-27-LC to rezone Area 7, excluding the Destin United Methodist Church property, to Town Center Mixed Use.

The City Council approved the proposed Ordinance on first reading on October 7, 2019. The proposed Ordinance is currently before the City Council on second reading.

A. **Link to Strategic Goals / Objectives:**

B. **Effect on Budget (EOB):**

C. **Level of Service (LOS):**

III. **CONCLUSION:** Staff recommends approval of Ordinance 19-27-LC.

IV. **RECOMMENDED MOTION:** I move to approve Ordinance 19-27-LC on second and final reading.

Attachments:

1. Admin Rezone Ordinance 19-27-LC
(Area 7)
2. 19-27-LC_TCMU Exhibit A

ORDINANCE NO. 19-27-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATIONS OF THE PARCELS DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM COMMERCIAL GENERAL (C-G) TO TOWN CENTER MIXED USE (TCMU); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Future Land Use Element Objective 1-3.6. of the City's Comprehensive Plan requires that the City ensure consistency between the City's Zoning Map, and the City's Future Land Use Map; and

WHEREAS, Future Land Use Element Policy 1-3.6.4 requires the City continually review land uses within the City and to ensure appropriate Future Land Use and Zoning Map categories that are consistent and that reflect the City's vision; and

WHEREAS, the City Council has determined that various parcels of property within the City of Destin are not currently within zoning categories that are consistent with the current Future Land Use designations in place for such properties; and

WHEREAS, the City Council desires to administratively rezone the parcels depicted in Exhibit A, from a Commercial-General (CG) to Town Center Mixed Use (TCMU); and

WHEREAS, the parcels depicted in Exhibit A have the following Okaloosa County Parcel Identification Numbers:

00-2S-22-0000-0012-0000
00-2S-22-0000-0012-0010
00-2S-22-0701-000G-0080
00-2S-22-0701-000G-0070
00-2S-22-0701-000G-0020
00-2S-22-0701-000G-002A
00-2S-22-0701-000G-0010
00-2S-22-0700-000C-0010
00-2S-22-0700-000C-0020
00-2S-22-0000-0011-0070; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens;

WHEREAS, after due public notice, a public hearing was conducted by the Local Planning Agency on September 26, 2019, and its recommendations reported to the City Council; and

WHEREAS, after due public notice, a public hearing has been conducted by the City Council.

SECTION 3. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Destin, Florida, as referenced in the Land Development Code, section 7.12.01(A)2, Zoning Maps, is hereby amended to include a change of zoning map designation from Commercial General (C-G) to Town Center Mixed Use (TCMU), for the parcels generally depicted in Exhibit A, attached hereto and incorporated herein by this reference, which contain the following Okaloosa County Parcel Identification Numbers:

00-2S-22-0000-0012-0000
00-2S-22-0000-0012-0010
00-2S-22-0701-000G-0080
00-2S-22-0701-000G-0070
00-2S-22-0701-000G-0020
00-2S-22-0701-000G-002A
00-2S-22-0701-000G-0010
00-2S-22-0700-000C-0010
00-2S-22-0700-000C-0020
00-2S-22-0000-0011-0070.

SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____ 2019.

BY: _____
Gary Jarvis, Mayor

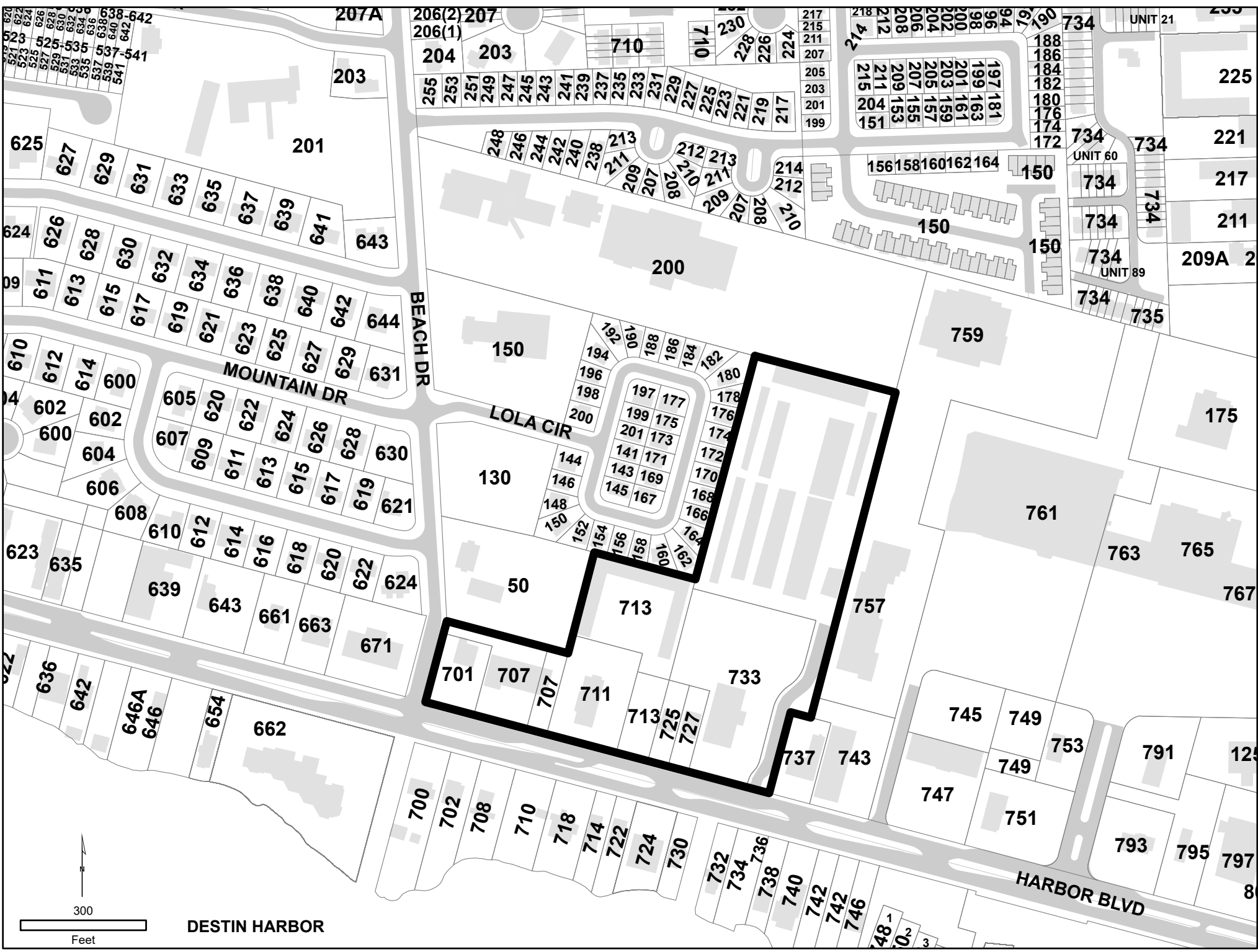
ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney, for the City of Destin, only.

Rey Bailey, City Clerk

Kimberly Kopp, City Land Use Attorney

First Reading: October 7, 2019
Second Reading: _____



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

DATE: October 15, 2019

SUBJECT: Second reading of Ordinance 19-28-LC - Consolidation of the Residential, Office, Institutional - General Development (ROI-GD) and Residential, Office, Institutional - Village Residential (ROI-VR) zoning districts.

I. BACKGROUND:

The proposed text amendment is part of the ongoing effort to align the FLUM and the Zoning Map. Furthermore, in an effort to reduce the total number of zoning districts in the City of Destin, City Council directed staff to amend the Land Development code to consolidate ROI-VR and ROI-GD, and amend the Zoning Map to change all parcels zoned ROI-GD to ROI-VR, as both of these zoning districts are focused on long-term residential development and supportive services.

II. DISCUSSION:

As mentioned, both ROI-VR and ROI-GD are both focused around long-term residential uses. ROI-VR is specifically designed to conserve long-term residential uses and does not allow any non-residential uses. ROI-GD accommodates permanent residential uses, as well as supportive uses to the neighborhoods, such as offices and institutional uses.

Staff is proposing the consolidation of ROI-GD and ROI-VR, in which all non-residential uses in the ROI-GD Zoning District would become conditional and the ROI-GD Zoning District would be eliminated. Additionally, Staff is recommending that any conditional uses would be reviewed by the LPA and approved or denied by City Council. The following outlines additional justifications for this change:

1. **Supportive Uses for Neighborhoods** – The non-residential uses which would be incorporated into the ROI-VR zoning district are utilized to support the needs of existing residential developments. Examples of such uses could be doctors' offices, daycares, drycleaners, etc.
2. **Traffic Reduction** – By introducing supportive uses to residential areas, the need to travel to heavier commercial areas located on Collector or Arterial roadways is reduced. Residents in those areas can utilize the services provided locally, and trips onto Highway 98 and similar roadways becomes unnecessary.
3. **No Nonconformities Created** – As a result of consolidating these two zoning districts, no nonconforming uses will be created. Those areas that were previously zoned ROI-VR are now granted additional uses (if conditionally approved), and no uses which are currently allowed in ROI-GD are removed.
4. **Too Many Zoning Districts** – Currently, the City of Destin has 29 zoning districts, many of which have similar functions. The consolidation of the ROI zoning districts, which both have a focus of preserving the long-term residential character of those areas, is the first step to cleaning up the multitude of zoning districts without sacrificing any rights of the citizens of Destin.
5. **Conditional Use Process** – In order to preserve the residential integrity of the ROI-VR zoning district, any non-residential use will be required to go through the conditional use process to ensure compatibility with existing neighborhoods. Under this review conditions could be placed on the site design, hours of operation, etc. Any conditional use application will be reviewed by the LPA and approved or denied by the City Council.

The Ordinance was reviewed by the LPA on September 26, 2019, and received a recommendation of approval. The City Council subsequently approved the proposed Ordinance on first reading on October 7, 2019. The Ordinance is now before the City Council on second and final reading.

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

III. CONCLUSION: Staff recommends approval of proposed Ordinance 19-28-LC.

IV. RECOMMENDED MOTION: I move to approve Ordinance 19-28-LC on second and final reading.

Attachments:

1. 19-28-LC ROI Consolidation Ordinance Oct 7 Council
2. 19-28-LC_EXHIBIT A Tables 7.2_7.3

ORDINANCE NO. 19-28-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLE 7 OF THE LAND DEVELOPMENT CODE TO ELIMINATE THE RESIDENTIAL, OFFICE AND INSTITUTIONAL-GENERAL DEVELOPMENT ZONING DISTRICT (ROI-GD) AND CONSOLIDATE IT WITH THE RESIDENTIAL, OFFICE AND INSTITUTIONAL-VILLAGE RESIDENTIAL ZONING DISTRICT; PROVIDING FOR; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council desires to align the Future Land Use Map set forth in the Comprehensive Plan with the Zoning Map set forth in the Land Development Code, consistent with Florida law, and;

WHEREAS, in an effort to reduce the total number of redundant and overlapping zoning districts in the City of Destin, the City Council directed staff to amend the Land Development code to consolidate the ROI-VR and ROI-GD zoning districts, and to amend the Zoning Map to change all parcels zoned ROI-GD to ROI-VR, because both of these zoning districts are focused on long-term residential development and supportive services; and

WHEREAS, the City Council in providing for the health, safety and welfare of its citizens finds that the Residential, Office, and Institutional-General Development zoning district should be eliminated and the uses therein should be consolidated into the existing Residential, Office, and Institutional-Village Residential zoning district; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

WHEREAS, a public hearing has been conducted after due public notice by the Local Planning Agency on September 26, 2019, and its recommendations reported to the City Council; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY

OF DESTIN, FLORIDA, AS FOLLOWS:

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol *** represents sections of the Land Development Code that have been skipped and remain unchanged.

SECTION 3. AMENDMENT OF LAND DEVELOPMENT CODE SECTION 7.12.06.

Section 7.12.06 of the Land Development Code is hereby amended as follows:

- L. ~~Residential, Office, and Institutional – General Development (ROI – GD).~~ The Residential, Office, and Institutional – General Development zoning district implements Future Land Use Element Policy 1-2.4.1, Residential, Office, and Institutional of the Comprehensive Plan.
1. ~~Purpose and intent. The Residential, Office, and Institutional – General Development zoning district shall apply to areas developed, redeveloped and/or maintained and conserved as areas that accommodate: business and professional offices; permanent single family detached or multi family attached residential dwelling units; and institutional uses. General retail sales and services are allowed but must be integrated in a planned unit development designed to support the surrounding residential neighborhoods. It is the intent of the ROI – GD zoning district to specifically not allow the following uses to be located in the district: seasonal single family detached or multi family attached residential dwelling units; commercial hotels, motels, bed and breakfast establishments, or other commercial transient living accommodations; and all non-residential uses not previously listed above.~~
 2. ~~Principal, accessory and conditional uses. Permitted, accessory and conditional uses shall include those listed in Table 7-2, Table of Allowable Uses.~~
 3. ~~Performance standards. For lot area, lot width, lot depth, height, setback, density, floor area ratio, and open space standards, please refer to Table 7-3, Table of Dimensional Regulations.~~

- N. ~~Residential, Office, and Institutional - Village Residential (ROI - VR).~~ The Residential, Office, and Institutional - Village Residential zoning district implements Future Land Use Element Policy 1-2.4.1, Residential, Office, and Institutional of the Comprehensive Plan.
1. ~~Purpose and intent. The Residential, Office, and Institutional - Village Residential zoning district shall apply to areas developed, redeveloped and/or maintained and conserved as permanent single-family detached residential dwelling units,~~ with or without limited and supportive commercial uses. It is the intent of the ROI - VR

zoning district to specifically not allow the following uses to be located in the district: seasonal single-family detached residential dwelling units; ~~seasonal or permanent or multi-family attached residential dwelling units~~; commercial hotels, motels, bed and breakfast establishments, ~~or~~ and other commercial transient living accommodations; ~~and all non-residential uses.~~

2. Principal, accessory and conditional uses. Permitted, accessory and conditional uses shall include those listed in Table 7-2, Table of Allowable Uses.
3. Performance standards. For lot area, lot width, lot depth, height, setback, density, floor area ratio, and open space standards, please refer to Table 7-3, Table of Dimensional Regulations.

SECTION 4. The revisions to Table 7-2 and Table 7-3 are attached hereto as Exhibit A, and fully incorporated herein by this reference.

SECTION 5. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 6. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 7. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____, 2019.

By: _ Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney, for the City of Destin, only.

Rey Bailey, City Clerk

Kimberly Kopp, City Land Use Attorney

First Reading: October 7, 2019

Second Reading: _____

TABLE 7-2: TABLE OF ALLOWABLE USES

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

512131 Motion picture theaters									P	P					P				P	P	P	P	P					
515 Broadcas ting, except internet									P	P					P													
516 Internet publishin g and broadcas ting									P	P	P	P	<u>C</u>		P				P	P	P	P	P					
517 Telecom municati ons									P	C													P					
5172 Wireless telecom municati ons carriers (except satellite)									P	P ₁₅					P ₁₅								P ₁₅		P ₁₅	P ₁₅		
518 ISPs, search portals, and data processin g									P	P	P	P	<u>C</u>		P				P	P	P	P	P					
519 Other									P	P	P	P	<u>C</u>		P				P	P	P	P	P					

[illegible]

[illegible]

713950 Bowling centers									P							P	P	C	P	P	P			P				P	
713990 Indoor Shooting Ranges										P															P				
713990 All other amusement and recreation industries									P			€	C	C			C	P	C	P	P	P	P	P			P	P	

[illegible]

[illegible]

[illegible]

8123 Dry cleaning and laundry services								P	P	P	P	P	<u>C</u>			P	P	P	P	P	P	P	P		P				
81233 Linen and uniform supply services								P	P																P				
812910 Pet care (except veterinar y) services								P		P	P	P	<u>C</u>		P	P	P	P	P	P	P	P	P	P					
812930 Parking lots and garages (public & private)															C				P							P			
813 Members hip associati ons and organizat ions								P	P		P	P	<u>C</u>		P	P	P	P	P	P	P	P	P	P			P		
8131 Religious organizat ions							P	P	P	P	P	P	<u>C</u>		P	P	P	P		P	P	P	P			P			

[illegible]

residential neighborhoods.
⁴ Neighborhood retail commercial goods and services shall not exceed 5,500 square feet and shall be designed primarily to serve the needs of the Crystal Beach resort area.
⁵ Only allowed on properties that have direct or secondary access to Harbor Boulevard.
⁶ Neighborhood retail commercial goods and services shall not exceed 5,500 square feet and shall be designed primarily to serve the needs of the adjacent "Old Destin" area.
⁷ Must meet minimum distance separation requirements, see Section 7.16.00 of the Land Development Code.
⁸ Must meet minimum distance separation requirements, refer to the definition of the use in question in article 3 of the Land Development Code.
⁹ Office space associated with this use shall not exceed 25 percent of the total square footage of the building.
¹⁰ Zoos are only allowed in the Industrial zoning district.
¹¹ Passive recreation includes the following as accessory uses: beach accessways, such as dune walkovers, parking lots, docks, and restroom facilities.
¹² Commercial transient living accommodations.
¹³ Used merchandise stores are restricted to only those that are classified as a nonprofit business.
¹⁴ Can only provide said services free of charge, refer to Section 7.09.02B(11) for further information.
¹⁵ Telecommunication towers are an allowable use in this zoning district subject to a hierarchy of eligibility per Section 7.19.04.A.
¹⁶ Refer to Section 7.09.02(B)12 for further information.
¹⁷ Reserved.
¹⁸ Land Use 7132 Gambling Industries and 72112 Casino Hotels shall be prohibited in all districts.
¹⁹ No sexually oriented business shall be located on any Industrial (IN) zoned parcel within the Town

Center CRA with a boundary within 330' south of the southern right-of-way boundary of Airport Road or within 330' east of the eastern right-of-way boundary of Main Street. The measurement of the minimum separation distance shall be a line perpendicular to the right-of-way of Airport Road or Main Street, as the case may be, to the nearest point of the property line of the parcel on which the Sexually Oriented Business is proposed to be located.

²⁰ No medical marijuana dispensary shall be located on any Industrial (IN) zoned parcel within the Town Center CRA with a boundary within 330 feet south of the southern right-of-way boundary of Airport Road or within 330 feet east of the eastern right-of-way boundary of Main Street. The measurement of the minimum separation distance shall be a line perpendicular to the right-of-way or Airport Road or Main Street, as the case may be, to the nearest point of the property line of the parcel on which the medical marijuana dispensary is proposed to be located. Cultivating or processing medical marijuana shall be prohibited within the City.

NOTE: Any change of use within the Harbor District Overlay that is part of an application for a certificate of appropriateness shall require conditional use approval pursuant to Section 7.12.06(DD).

TABLE 7-3: SCHEDULE OF DIMENSIONAL REQUIREMENTS IN ZONING DISTRICTS

(Dimensions are in feet)

Zoning Districts	Minimum Lot Area (sq. ft.)	Minimum Lot Size		Maximum Building Height			Setbacks			Maximum Density (units per acre)			Maximum Floor Area Ratio			Minimum Open Space (%)		
		Width	Depth	Tier 1A	Tier 2	Tier 3	Front	Side	Rear	Tier 1	Tier 2	Tier 3	Tier 1	Tier 2	Tier 3	Tier 1	Tier 2	Tier 3
BE - one d.u.	15,000	80	150	35/3 stories	N/A	N/A	20	10	10	2.90	N/A	N/A	N/A	N/A	N/A	25	N/A	N/A
LDR-V/LDR-H/M DR-V	7,500	70	100	35/3 stories	N/A	N/A	20	7½	10	5.81	N/A	N/A	N/A	N/A	N/A	25	N/A	N/A

(Y)																		
CBR - one d.u.	7,500	70	100	30/3 stories	N/A	N/A	20	7½	10	12.00/Q	N/A	N/A	N/A	N/A	N/A	30	N/A	N/A
CMU - one d.u.	7,500	70	100	35/3 stories	N/A	N/A	20	7½	10	12.00	N/A	16.00	N/A	N/A	N/A	25	N/A	30
CMU -V - one d.u.	5,000	50	100	35/3 stories	N/A	N/A	20	71/2	10	9.00	N/A	N/A	N/A	N/A	N/A	25	N/A	N/A
CMU -V - two or d.u.	None	None	None	50/4 stories	N/A	N/A	J	J	J	12.00	N/A	N/A	N/A	N/A	N/A	25	N/A	N/A
CMU -V - non d.u.	None	None	None	H	N/A	N/A	J	J	J	N/A	N/A	N/A	.50	N/A	N/A	25	N/A	N/A
SHMU - one d.u.	7,500	70	100	30/3 stories	N/A	N/A	20	7½	10	19.90/S	26.00/S	36.00	N/A	N/A	N/A	30	18/V	12/V
NHMU - one d.u.	7,500	70	100	35/3 stories	N/A	N/A	20	7½	10	19.90/T	26.00/T	36.00/T	N/A	N/A	N/A	25	18/V	12/V
GRMU - one d.u.	7,500	70	100	50/4 stories	N/A	N/A	20	7½	10	19.90/S	25.00/S	30.00	N/A	N/A	N/A	30	30	N/A

HIM U - one d.u.	7,500	70	100	35/3 storie s	N/A	N/A	20	7½	10	19.9 0/S	24.0 0/S	N/A	N/ A	N/ A	N/ A	3 0	30	N/ A
BRM U - one d.u.	7,500	70	100	35/3 storie s	N/A	N/A	20	7½	10	20.0 0	N/A	N/A	N/ A	N/ A	N/ A	2 5	30	30
MDR - V/M DR- HI - two or more d.u.	None	No ne	No ne	35/3 storie s	N/A	N/A	C/ D	C/ D	C/ D	9.99	N/A	N/A	N/ A	N/ A	N/ A	2 5	N/ A	N/ A
HDR - two or more d.u.	None	No ne	No ne	80/7 storie s	100/ 9 stori es	170/ 16 stori es/B	J	J	J	19.9 0	N/A	N/A	N/ A	N/ A	N/ A	2 5	30	30
CBN - two or more d.u.	None	No ne	No ne	50/4 storie s	N/A	N/A	20	C/ D	C/ D	6.00	N/A	N/A	N/ A	N/ A	N/ A	2 5	N/ A	N/ A
CBN - non d.u.	None	No ne	No ne	50/4 storie s	N/A	N/A	20	C/ D	C/ D	N/A	N/A	N/A	.50	N/ A	N/ A	2 5	N/ A	N/ A
CL - two or more	None	No ne	No ne	50/4 storie s	N/A	N/A	20	C/ D	C/ D	12.0 0/Q	N/A	N/A	N/ A	N/ A	N/ A	2 5	N/ A	N/ A

d.u.																		
CL - non d.u.	None	No ne	No ne	E	N/A	N/A	10	C/ D	C/ D	N/A	N/A	N/A	.50	N/ A	N/ A	2 5	N/ A	N/ A
CG - two or more d.u.	None	No ne	No ne	50/4 storie s	130/ 12 stori es	N/A	M	M	M	40.0 0	N/A	N/A	N/ A	N/ A	N/ A	2 5	30	N/ A
CG - non d.u.	None	No ne	No ne	50/4 storie s/F	130/ 12 stori es/F	N/A	M	M	M	N/A	N/A	N/A	1.3 0	N/ A	N/ A	2 5	30	N/ A
CTS	None	No ne	No ne	35/3 storie s	N/A	N/A	N	N	N	U	N/A	N/A	1.3 0	N/ A	N/ A	2 5	N/ A	N/ A
ROI- GD/R OI- TD two or more d.u.	None	No ne	No ne	35/3 storie s G	N/A	N/A	C/ D	C/ D	C/ D	12.0 0/R	N/A	N/A	N/ A	N/ A	N/ A	2 5	N/ A	N/ A
ROI- GD/R OI- TD non d.u.	None	No ne	No ne	35/3 storie s G	N/A	N/A	C/ D	C/ D	C/ D	N/A	N/A	N/A	.50	N/ A	N/ A	2 5	N/ A	N/ A
CBR - two or more	None	No ne	No ne	50/4 storie s	N/A	60/5 stori es	O	O	O	12.0 0/Q	N/A	24.0 0	N/ A	N/ A	N/ A	2 5	N/ A	30

d.u.																		
CBR - non d.u.	None	No ne	No ne	50/4 storie s	N/A	60/5 stori es	O	O	O	N/A	N/A	N/A	.50	N/ A	N/ A	2 5	N/ A	30
TCM U - one d.u.	5,000	50	100	35/3 storie s	N/A	N/A	20	5	10	9.00	N/A	N/A	N/ A	N/ A	N/ A	2 5	N/ A	N/ A
TCM U - two or more d.u.	None	No ne	No ne	50/4 storie s	N/A	N/A	M	M	M	24.0 0	N/A	N/A	N/ A	N/ A	N/ A	2 5	N/ A	N/ A
TCM U - none d.u.	None	No ne	No ne	75/6 storie s	N/A	N/A	M	M	M	N/A	NA	N/A	1.5	N/ A	N/ A	2 5	N/ A	N/ A
CMU - two or more d.u.	None	No ne	No ne	35/3 storie s	N/A	70/6 stori es	J	J	J	12.0 0	N/A	16.0 0	N/ A	N/ A	N/ A	2 5	N/ A	30
CMU - non d.u.	None	No ne	No ne	H	N/A	H	J	J	J	N/A	N/A	N/A	.50	N/ A	N/ A	2 5	N/ A	30
SHM U - two or more d.u. (short-	None	No ne	No ne	35/3 storie s/l	100/ 9 stori es	160/ 15 stori es	P	P	P	19.9 0/S	26.0 0/S	36.0 0	N/ A	N/ A	N/ A	2 5	18 /V	12 /V

term)																		
SHM U - two or more d.u. (long-term)	None	No ne	No ne	35/3 storie s/l	100/ 9 stori es	160/ 15 stori es	P	P	P	19.9 0/S	N/A	N/A	N/ A	N/ A	N/ A	2 5	18 /V	12 /V
SHM U - non d.u.	None	No ne	No ne	35/3 storie s/l	100/ 9 stori es	160/ 15 stori es	P	P	P	N/A	N/A	N/A	.60	1. 75	2. 50	2 5	18 /V	12 /V
NHM U - two or more d.u.	None	No ne	No ne	35/3 storie s	100/ 9 stori es	160/ 15 stori es	M	M	M	19.9 0/T	26.0 0/T	36.0 0/T	N/ A	N/ A	N/ A	2 5	18 /V	12 /V
NHM U - non d.u.	None	No ne	No ne	35/3 storie s	100/ 9 stori es	160/ 15 stori es	M	M	M	N/A	N/A	N/A	.60	1. 75	2. 50	2 5	18 /V	12 /V
GRM U - two or more d.u.	None	No ne	No ne	50/4 storie s	130/ 12 stori es	200/ 19 stori es	O	O	O	19.0 0/S	25.0 0/S	30.0 0	N/ A	N/ A	N/ A	2 5	30	30
GRM U - non	None	No ne	No ne	50/4 storie	130/ 12 stori	200/ 19 stori	O	O	O	N/A	N/A	N/A	1.3 0	N/ A	N/ A	2 5	30	30

d.u.				s	es	es												
HIM U - two or more d.u.	None	No ne	No ne	50/4 storie s	110/ 10 stori es	140/ 13 stori es	J	J	J	19.9 0/S	24.0 0/S	N/A	N/ A	N/ A	N/ A	2 5	30	30
HIM U - non d.u.	None	No ne	No ne	50/4 storie s	110/ 10 stori es	140/ 13 stori es	J	J	J	N/A	N/A	N/A	1.3 0	N/ A	N/ A	2 5	30	30
BRM U - two or more d.u.	None	No ne	No ne	35/3 storie s	100/ 9 stori es	180/ 17 stori es	O	O	O	20.0 0	N/A	N/A	N/ A	N/ A	N/ A	2 5	30	30
BRM U - non d.u.	None	No ne	No ne	35/3 storie s/W	100/ 9 stori es/X	180/ 17 stori es/X	O	O	O	N/A	N/A	N/A	.75 /X	N/ A	N/ A	2 5	30	30
IN	None	No ne	No ne	35/3 storie s	N/A	N/A	N	N	N	N/A	N/A	N/A	1.3 0	N/ A	N/ A	2 5	N/ A	N/ A
A	None	No ne	No ne	35/3 storie s/ K	N/A	N/A	L	L	L	N/A	N/A	N/A	1.3 0	N/ A	N/ A	2 5	N/ A	N/ A
INST	None	No ne	No ne	35/3 storie s	N/A	N/A	No ne	No ne	No ne	N/A	N/A	N/A	.50	N/ A	N/ A	2 5	N/ A	N/ A
REC	None	No	No	35/3 storie	N/A	N/A	No	No	No	N/A	N/A	N/A	.20	N/ A	N/ A	2	N/ A	N/ A

		ne	ne	s			ne	ne	ne					A	A	5	A	A
CON	None	No ne	No ne	15/1 story	N/A	N/A	No ne	No ne	No ne	N/A	N/A	N/A	.05	N/ A	N/ A	8 0	N/ A	N/ A

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

DATE: October 15, 2019

SUBJECT: Second reading of Ordinance 19-29-LC - Relating to changes to the Zoning Map, which changes the zoning of one parcel from multiple zoning districts (Recreation, Institutional, and Residential, Office, Institutional - General Development) to Institutional (INST).

I. BACKGROUND: The City Council has directed Community Development Staff to address the existing discrepancies between the Zoning Map and the FLUM, as outlined in Comp Plan Objective 1-2.1.

II. DISCUSSION: The City Council has directed Community Development Staff to address the existing discrepancies between the Zoning Map and the FLUM, as outlined in Comp Plan Objective 1-2.1.

The parcel located at 4323 Commons Blvd. West (Parcel ID No. 00-2S-22-0000-0001-B17F) has three different zoning district designations: ROI-GD, Institutional (INST), and Recreation (REC). In order to make the entire parcel consistent, staff is proposing to amend the Zoning Map to make this entire parcel Institutional. The two existing land uses are the Mattie Kelly Arts Foundation and the Aquatic Center of Destin, both of which are permitted uses in the Institutional zoning district. If approved, the future land use classifications will be changed to match through the EAR (Evaluation and Appraisal) process for the Comp Plan.

The LPA considered the proposed Ordinance on September 26, 2019 and recommended approval. The City Council approved the proposed Ordinance on first reading on October 7, 2019. The proposed Ordinance is currently before the City Council on second reading.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Staff recommends approval of Ordinance 19-29-LC.

IV. RECOMMENDED MOTION: I move to approve Ordinance 19-29-LC on second and final reading.

Attachments:

1. Admin Rezone Ordinance 19-29-LC
(MATTIE KELLY)
2. 19-29-LC_Mattie Kelly Exhibit A

ORDINANCE NO. 19-29-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATION OF THE PROPERTY DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM MULTIPLE ZONING DISTRICTS TO ONE ZONING DISTRICT; SPECIFICALLY, FROM INSTITUTIONAL (INST), RESIDENTIAL, OFFICE AND INSTITUTIONAL-GENERAL DEVELOPMENT (ROI-GD), AND RECREATIONAL (REC) TO INSTITUTIONAL (INST), ONLY; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Future Land Use Element Objective 1-3.6. of the City's Comprehensive Plan requires that the City ensure consistency between the City's Zoning Map, and the City's Future Land Use Map; and

WHEREAS, Future Land Use Element Policy 1-3.6.4 requires the City continually review land uses within the City and to ensure appropriate Future Land Use and Zoning Map categories that are consistent and that reflect the City's vision; and

WHEREAS, the City Council has determined that various parcels of property within the City of Destin are not currently within zoning categories that are consistent with the current Future Land Use designations in place for such properties; and

WHEREAS, the City Council desires to administratively rezone the property with Okaloosa County Parcel Identification No. 00-2S-22-0000-0001-B17F and depicted in Exhibit A, from multiple zoning districts to one zoning district; specifically, from Institutional (INST); Residential, Office and Institutional -General Development (ROI-GD); and Recreation (REC); to Institutional (INST), only; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens;

WHEREAS, after due public notice, a public hearing was conducted by the Local Planning Agency on September 26, 2019, and its recommendations reported to the City Council; and

WHEREAS, after due public notice, a public hearing has been conducted by the City Council.

SECTION 3. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Destin, Florida, as referenced in the Land Development Code, section 7.12.01(A)2, Zoning Maps, is hereby amended to include a change of zoning map designation from multiple zoning districts to one zoning district; specifically, from Institutional (INST); Residential, Office and Institutional -General Development (ROI-GD); and Recreation (REC); to Institutional (INST), only, for the parcel of land with Okaloosa County Parcel Identification Number 00-2S-22-0000-0001-B17F which is generally depicted in Exhibit A, attached hereto and fully incorporated herein by this reference.

SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____ 2019.

BY: _____
Gary Jarvis, Mayor

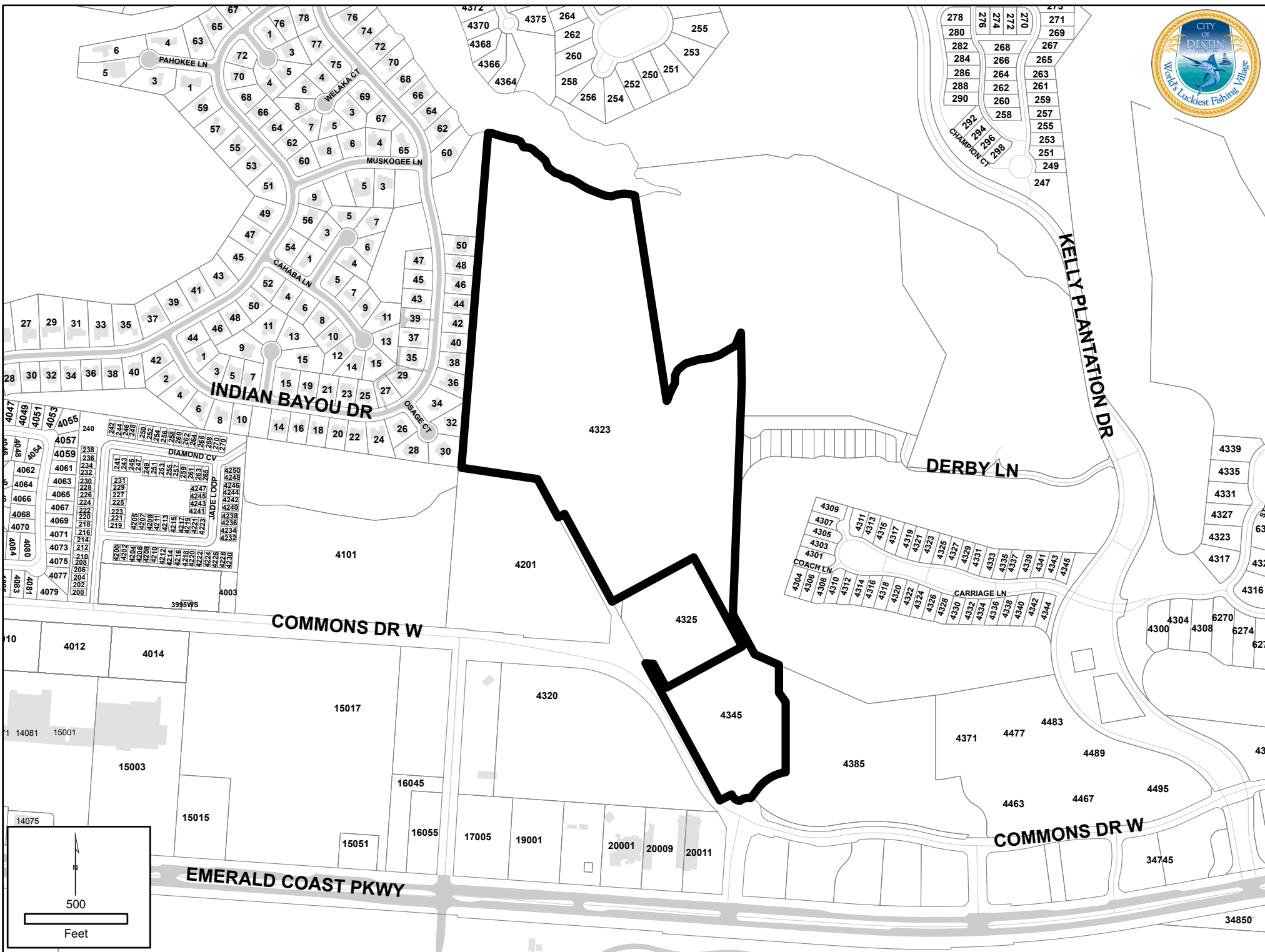
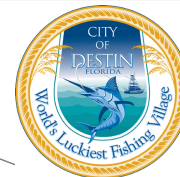
ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney, for the City of Destin, only.

Rey Bailey, City Clerk

Kimberly Kopp, City Land Use Attorney

First Reading: October 7, 2019
Second Reading: _____



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

DATE: October 15, 2019

SUBJECT: Second reading of Ordinance 19-30-CN - Livery Vessel Permitting Moratorium Extension

I. BACKGROUND: On September 16, 2019, the City Council directed staff to prepare an ordinance extending the livery vessel moratorium date set forth in adopted Ordinance 19-08-CN. As such, proposed Ordinance 19-30-CN was considered and approved by the City Council on first reading on October 7, 2019. The ordinance is now before the Council on second and final reading. Proposed Ordinance 19-30-CN would extend the livery vessel moratorium date from 11/1/2019 to 11/1/2020.

II. DISCUSSION:

The only change between existing Ordinance 19-08-CN and proposed Ordinance 19-30-CN is an extension of the moratorium date, from Nov. 1, 2019 to Nov. 1, 2020. The text of the ordinance, in part, is as follows:

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.

1. 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.

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, ~~2020~~2019.

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

III. **CONCLUSION:** Staff recommends approval of Ordinance 19-30-CN.

IV. RECOMMENDED MOTION: I move to approve Ordinance 19-30-CN on second and final reading.

Attachments:

1. Ordinance 19-08-CN Temporary
Moratorium on Livery Vessel Permits
2. Ordinance 19-30-CN

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.

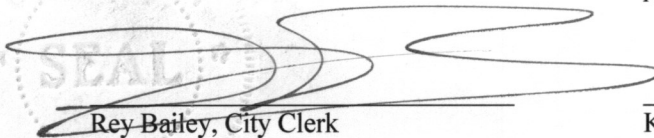
SECTION 8. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

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

Ordinance 19-30-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 TWELVE MONTH EXTENSION OF ORDINANCE 19-08-CN (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, on September 16, 2019, the City Council passed Resolution 19-21, authorizing an agreement with the Army Corps of Engineers for assistance with funding and contracting service for a Harbor Carrying Capacity Study and directing a 12 month extension of Ordinance 19-08-CN (the existing temporary moratorium on livery vessel permits); 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 ~~struckthrough~~ is language proposed to be deleted, underlined language is language proposed to be added, language that is not ~~struckthrough~~ 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, 2020~~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 __-DAY OF OCTOBER, 2019.

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney, for the City of Destin, only.

Kimberly Romano Kopp
City Land Use Attorney

Rey Bailey, City Clerk

First Reading: October 7, 2019
Second Reading:

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Matthew Pace, IT Manager
Louis Zunguze, Community Development Director
Joey Forgione, Code Compliance Manager
Noell Bell, Chief Building Inspector
Michael Burgess, Public Services Director

FROM: Webb Warren, Deputy City Manager

DATE: 10/15/2019

SUBJECT: Development Review System Software - Update

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 October 7th meeting, the following items of significance have occurred.

1.) Scanning Contract

The document scanning contract has been executed with the Vital Records Control (VRC) company based in Mobile, AL. To eliminate the need to create future paper files, desktop scanners have been purchased and are being prepped for installation. VRC has picked up the first load of sorted documents and they have been transferred to their facility.

2.) Energov Software Implementation Team

Energov has assembled its project team and **is scheduled for October 29th-31st for the official onsite kickoff of the Energov Project.** Energov staff will arrive onsite and begin to work with City of Destin staff on the beginning stages of the project.

Community Development, I.T. and Public Services have finished the pre-project

plan document to guide interactions and activities with Energov. This plan provides project management and subject matter expert information to the Energov implementation team. This plan is critical so that the team will have a consistent and organized approach to ensure efficient project management.

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 I.T. 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

I.T. continues to work with MUNIS and Energov to ensure Destin's server architecture is prepared for the Energov Software Implementation.

5.) MUNIS Financial System

The Munis financial system has been migrated into the 11.3 version. Departments are now operating within the 11.3 production environment. This transition is a critical step to preparing our operations and financial system for the Energov project.

6.) GIS Data and Interlocal agreement

The City's I.T. continues 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 have 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. Staff is excited for the October 29th kickoff meeting with Energov and will continue to provide updates to the Council as the project progresses. This will be a challenging project for staff. As with all major technology projects, there will be some unexpected challenges we will have to work through. Staff is prepared to move forward and have a target date for substantial completion of this phase of the community development portion of Energov in January 2021.

IV. RECOMMENDED MOTION: no motion necessary.

ITEM # 2019-1697

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019**TYPE OF AGENDA ITEM:** Consent Agenda

TO: City Council**THRU:** Rey Bailey, City Clerk**FROM:** Kim Montgomery, Deputy City Clerk**DATE:** October 7, 2019**SUBJECT:** Main Street Betterment Alliance, Inc. Vet's Day Run/Walk

I. BACKGROUND: The Main Street Betterment Alliance of Destin, Inc. is requesting the use of city streets to hold their Annual 5k run/walk on Saturday, November 9, 2019. They have provided all the required documentation and have notified the Okaloosa County Sheriff's Posse, who has pledged their support for traffic control; the Destin Fire Control District, and the Okaloosa County EMS Services of the upcoming event. A route map is included and the volunteers who will be helping at street intersections will also remove any debris left behind in their area.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives: I. Enhance Quality of Life

I.E. Enhance the City's Recreational Services

B. Effect on Budget (EOB): The City of Destin shall not incur any expense or revenue as a result of this request.

C. Level of Service (LOS): There is no staff requirement for this request.

III. CONCLUSION: All related and required documentation has been provided, reviewed, and approved by the City Attorney, Kyle Bauman and the City of Destin's Risk Manager, Karen Jankowski, and staff recommends approval for this request.

IV. RECOMMENDED MOTION: I move to approve the Main Street Betterment Alliance of Destin, Inc. request for use of city streets for their Annual Veteran's Day Run/Walk on November 9, 2019.

Attachments:

1. MBA Vet's Day Request



CHECKLIST FOR USE OF PUBLIC FACILITIES OR PROPERTY:

Name of Organization: MAIN STREET BETTERMENT ALLIANCE INC

Type of Event: RUN / WALK

Date(s) of Event: NOV 9, 2019

Location of Event: 311 MAIN STREET

1.* Certificate of Insurance (**Endorsement to the Policy & Acord is required.**) provided: Yes: ☒ **This is required.** Date on which provided: _____

2.* Hold Harmless (**Signed Original**) provided: Yes: ☒ **This is required.** Date on which provided: 9/24/19

3.** Permission granted from FDOT for use of State roadway (applicable only if using and closing any portion of State Highway 98) Yes _____ No _____ Date written permission granted: N/A

4.** Local law enforcement services requested: Yes ☒ **This is required.** Law enforcement officer contacted: ARNOLD BROWN

5.** Destin Fire Control District contacted: Yes ☒ **This is required.** Person contacted: MATT TAYLOR

6.** Okaloosa County Emergency Medical Services contacted: Person contacted: DARRYL WEBB Yes ☒ **This is required**

7. Please provide map of race route(s). SAME AS LAST YEAR

8. Describe steps being taken to ensure removal of all directional arrows, signage, as well as trash left on City streets upon conclusion of the event: REMOVE FLOOR RD ARROWS

9. Please provide location & pertinent information regarding sufficient and approved event participant parking for the event: N/A

Any unauthorized event participant parking is subject to being towed from private property at vehicle owner's expense

10. City Park Permit needed: Yes ☒ No ☒ If yes, please contact Lisa Firth at Destin Community Center @ 850-654-5184 to make arrangements to reserve the park.

11. Will the event be in a residential neighborhood and will there be excessive noise or light glare from the event? YES, NO THERE WILL NOT

Ronald S. S. S.
(Requester's or Acting Agent's Signature)

* **Original Certificate of Insurance and signed Hold Harmless must be provided to the City of Destin to be presented to City Council prior to their approval of the event, as well as a map of the race route.**



HOLD HARMLESS AGREEMENT

MAIN STREET BOTTLERAWAY ALLIANCE INC agrees to indemnify and hold harmless the City of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the City of Destin may suffer as a result of claims, demands, costs or judgments against it arising from the VETERANS DAY 5K to be held on NOVEMBER 9, 2019

In addition, the MAIN STREET BOTTLERAWAY ALLIANCE INC agrees to provide the City of Destin a Certificate of Insurance naming the City as an Additional Insured reflecting general liability coverage of not less than \$1,000,000.00.

MAIN STREET BOTTLERAWAY ALLIANCE INC
(Corporate Name)

Ronald J. Sandstead
Signature of President

RONALD J. SANDSTEAD, PRESIDENT
Print name and print President next to name

STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 24th day of September 2019
by Ronald J. Sandstead who is personally known by me ✓
or has produced identification _____. Type of Identification: _____.

Kimberly I. Montgomery
Signature of Notary Taking Acknowledgement
Kimberly I. Montgomery
Printed name of Notary Taking Acknowledgement

(Seal)



KIMBERLY I. MONTGOMERY
Commission # GG 174770
Expires March 5, 2022
Bonded Thru Budget Notary Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/03/2019

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Harris Insurance Services, Inc. 123 Miracle Strip Pkwy S.E. Ft. Walton Beach, FL 32548		CONTACT NAME: Whit Harris PHONE (A/C, No, Ext): (850) 244-2111 FAX (A/C, No): (850) 243-5265 E-MAIL ADDRESS: whit@harrisinsurance.com	
Phone No. (850) 244-2111 Fax No. (850) 243-5265		INSURER(S) AFFORDING COVERAGE	
INSURED Main Street Betterment Alliance Of Destin, Inc 337 Calhoun Ave Destin, FL 32541		INSURER A : NAS - North American Specialty Insurance Company	
Phone No. 850-974-9616 Fax No.		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 831984 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
NAS X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	EKG8027251-00	11/09/2019	11/10/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES
Certificate Holder is named as an Additional Insured as their interests may appear.
Coverage Location: United States & Canada
Event: Destin Vets Day 5K
All coverages expire at 12:01 a.m. Standard Time.

* The actual event dates may be limited. Please review the Scheduled Events form attached to this certificate.

CERTIFICATE HOLDER City of Destin, Florida 4200 Indian Trail Destin, FL 32541 United States Of America Phone No. Fax No.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

ADDITIONAL COVERAGE DETAILS

DATE (MM/DD/YY)

09/03/2019

INSURED

Main Street Betterment Alliance Of Destin, Inc

The following is attached to and made part of certificate number 831984.

Policy Details	Coverage	Limit	Deductible
General Liability			
Company:	North American Specialty Insurance Company		
Policy Number:	EKG8027251-00		
*Period:	11/09/2019 - 11/10/2019: 1 Day(s)		
	General Aggregate	2,000,000	
	Products / Completed Operations	1,000,000	
	Personal / Advertising Injury	1,000,000	
	Each Occurrence	1,000,000	
	Fire Legal	100,000	
	Medical Payments	5,000	
	Blanket Additional Insureds (other than city/special certs & waivers)	Included	
	City / Other Special Certificates	Excluded	
	Waiver of Subrogation	Excluded	
	Host Liquor	Excluded	
	Liquor Liability-Aggregate	Excluded	
	Liquor Liability-Each Common Cause Limit	Excluded	
	Abuse & Molestation-Aggregate	Excluded	
	Abuse & Molestation-Each Claim	Excluded	
	Terrorism	Included	

*All coverages expire at 12:01 a.m. Standard Time.

Scheduled Events

Certificate Number: 831984

Event Type	Venue	Dates	Attendees
Destin Vets Day 5K Marathons (walking, running, etc.)	American Legion 311 Main St Destin, FL 32541	11/09/2019 - 11/10/2019 at 12:01 am	125 Participants 30 Spectators

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

As per schedule on file with company.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Kim Montgomery

From: Matt Taylor <MTaylor@destinfire.com>
Sent: Wednesday, September 25, 2019 7:32 AM
To: RON SANDSTEAD
Cc: Kim Montgomery
Subject: RE: 2019 Vets Day 5K

Ron,

Thank you for notifying the Destin Fire Control District of the Annual Veterans Day 5K on November 9, 2019 from 8 to 10 am. The appropriate shift has been copied on this e-mail.

Please advise all participants to maintain an awareness for any responding emergency vehicle during all stages of the event and to immediately cede the right-of-way.

Have a great run and if you need any other assistance, please contact me.

This e-mail will serve as the Destin Fire Control District's acknowledgement of this event. Please forward it to the appropriate agencies.

*Matt Taylor, Fire Marshal
Destin Fire Control District
850-837-8413*

From: RON SANDSTEAD <ronsandstead@hotmail.com>
Sent: Monday, September 23, 2019 2:48 PM
To: Matt Taylor <MTaylor@destinfire.com>
Cc: Kim Montgomery <kmontgomery@cityofdestin.com>
Subject: 2019 Vets Day 5K

Matt Taylor
Destin Fire Control District

Mr. Taylor--

My name is Ron Sandstead and I am the president of the Main Street Betterment Alliance of Destin.

We are again having our Annual Veterans Day 5K. This is our 6th run and will be on November 9, 2019 from 8 to 10 am. We will be raising money for veteran charities.

We will begin the race at the American Legion, 311 Main Street, Destin and run north on Main to Indian Trail, east along Indian Trail for about 1/2 mile, and then back to the Legion along the same route.

Kim Montgomery

From: Darrel Welborn <dwelborn@myokaloosa.com>
Sent: Monday, September 23, 2019 6:29 PM
To: RON SANDSTEAD
Cc: Kim Montgomery
Subject: Re: 2019 Vets Day 5K

Copy sir. Good Luck with your event. Good vibes to you.

Sent from my iPhone

On Sep 23, 2019, at 15:41, RON SANDSTEAD <ronsandstead@hotmail.com> wrote:

Thank you for your question. This was just for your awareness and notification. There will not be a need for an ambulance standby.

Ron Sandstead

From: Darrel Welborn <dwelborn@myokaloosa.com>
Sent: Monday, September 23, 2019 3:22 PM
To: 'RON SANDSTEAD' <ronsandstead@hotmail.com>; Michelle Huber <mhuber@myokaloosa.com>
Cc: Kim Montgomery <kmontgomery@cityofdestin.com>
Subject: RE: 2019 Vets Day 5K

Okaloosa County Emergency Medical Services has no issues with the event. Mr. Sandstead, are you requesting an ambulance stand-by or is this just for our awareness and notification.

From: RON SANDSTEAD <ronsandstead@hotmail.com>
Sent: Monday, September 23, 2019 15:17
To: Michelle Huber <mhuber@myokaloosa.com>; Darrel Welborn <dwelborn@myokaloosa.com>
Cc: Kim Montgomery <kmontgomery@cityofdestin.com>
Subject: 2019 Vets Day 5K

Ms Huber and Mr Welborn
Okaloosa County EMS

Ms Huber and Mr Welborn--

My name is Ron Sandstead and I am the president of the Main Street Betterment Alliance of Destin.

We are having our Annual Veterans Day 5K on November 9, 2019 from 8 to 10 am. This is our 6th run to to raise money for veteran charities.

We will begin the race at the American Legion, 311 Main Street, Destin and run north on Main

Kim Montgomery

From: Arnold Brown <abrown@sheriff-okaloosa.org>
Sent: Wednesday, October 2, 2019 9:45 AM
To: Charlie Nix OCSO; RON SANDSTEAD; Terry Watkins; Terry Watkins
Cc: Kim Montgomery
Subject: RE: 2019 Vets Day 5K

I have discussed this event with Capt. Nix who provided the recommendations below. Capt. Nix further indicated that he spoke with Mr. Sandstead about the necessity for the safety at the intersections. With the understanding these intersections are manned for safety purposes, the Sheriff's Office has no immediate objections for this event. If you have any questions please feel free to call.

PS. Capt. Watkins please assure the route is driven and these intersections are manned before the event begins.

Chief Deputy Arnold L. Brown
Okaloosa County Sheriff's Office
abrown@sheriff-okaloosa.org
850-651-7410



From: Charles A. Nix <cnix@sheriff-okaloosa.org>
Sent: Monday, September 30, 2019 11:13 AM
To: Arnold Brown <abrown@sheriff-okaloosa.org>; RON SANDSTEAD <ronsandstead@hotmail.com>
Cc: Kim Montgomery <kmontgomery@cityofdestin.com>
Subject: RE: 2019 Vets Day 5K

Chief,

I've driven route and the following intersections, in addition to what is already covered, will need to be covered to ensure the safety of the participants:

Main & Emm Lou Lane
Main & Wild Oak Lane
Main & Bayview Drive
Main & N. Lakeside Drive
Bayou Drive (Ron has it on the list but both side)
Main & Planet Drive
Indian Trail & Indigo Circle (both east and west)

If the volunteers can cover these intersections also, it will increase the safety measures of the event. All intersections must be covered before the event starts and must remain covered until last of the participants have cleared each intersection.

Please let me know if you need anything else.



START : AMERICAN LEGION ON MAIN STREET TO;
 INDIAN TRAIL. TURN AROUND AT MESA RD AND
 BACK TO THE AMERICAN LEGION ON MAIN ST. TO
 FINISH

Kim Montgomery

From: Karen Jankowski
Sent: Monday, October 7, 2019 9:01 AM
To: Kyle Bauman; Kim Montgomery
Cc: Rey Bailey
Subject: RE: MSBA - Vet's Day Run/Walk Approval

Looks like it is in order. Thank you.

Karen Jankowski
HR/Risk Mgr

From: Kyle Bauman <kbauman@asglegal.com>
Sent: Wednesday, October 2, 2019 2:02 PM
To: Kim Montgomery <kmontgomery@cityofdestin.com>; Karen Jankowski <kjankowski@cityofdestin.com>
Cc: Rey Bailey <rbailey@cityofdestin.com>
Subject: RE: MSBA - Vet's Day Run/Walk Approval

This one looks good.

Thanks,
Kyle

Kyle S. Bauman, Esq.

Anchors Smith Grimsley
a Professional Limited Company
Attorneys and Counselors at Law
[909 Mar Walt Drive, Ste. 1014](#)
Fort Walton Beach, Florida [32547](#)
(850) 863-4064
(850) 862-1138 (fax)
kbauman@asglegal.com

CONFIDENTIAL

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From: Kim Montgomery <kmontgomery@cityofdestin.com>
Sent: Wednesday, October 2, 2019 10:39 AM
To: Kyle Bauman <kbauman@asglegal.com>; Karen Jankowski <kjankowski@cityofdestin.com>

Cc: Rey Bailey <rbailey@cityofdestin.com>
Subject: MSBA - Vet's Day Run/Walk Approval

Please review for legal sufficiency and reply to this email.

Thanks!

Kimberly I. Montgomery | Deputy City Clerk
City of Destin | 4200 Indian Bayou Trail
Destin, FL 32541 | (P) 850.837.4242



Please visit our web site at www.cityofdestin.com/cssurvey to complete a customer service survey. We appreciate your honest opinion and will take it into consideration to help us improve our services. Thank you for your feedback.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

****Please be aware, the associated cost for public records is \$.15 per page for one-sided copies, \$.20 for two-sided copies, and \$21.00 per hour after the first 15-minutes; for time spent on research.****

“Please Note: Florida has a very broad public records law. Most written communications to or from the City of Destin officials are public records available to the public and media upon request. Your e-mail address and communications may therefore be subject to public disclosure.”

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Michael Burgess, Public Services Director

DATE: 09/18/19

SUBJECT: Request approval of contract extension for the Asphalt Services with H&T Contractors

I. BACKGROUND: The Public Services Department has limited manpower and is not equipped to perform asphalt services. For these more comprehensive projects it is necessary to outsource the work to vendors who have the equipment and manpower. H & T Contractors, LLC has satisfactorily provided these services under the current miscellaneous asphalt continuing services contract which was effective December 20, 2017.

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

A. Link to Strategic Goals / Objectives: Organizational Excellence, III. A. 2.

B. Effect on Budget (EOB): \$400,000 in estimated work was approved in the FY20 budget for concrete services.

C. Level of Service (LOS): No change.

III. CONCLUSION: This action allows for the second of four possible contract extensions for the miscellaneous asphalt services provider.

IV. RECOMMENDED MOTION: I move that the contract extension for miscellaneous asphalt services be extended for one year from November 1, 2019 to September 30, 2020 for H & T Contractors, LLC and authorize the City Manager to execute the contract on behalf of the City.

Attachments:

1. H _ T Contractors, LLC 2017-2018
Misc Concrete Services
2. 09-14-2017 Original Bid Document
for Asphaltic Services
3. asphalt contract ext

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

On December 7, 2017 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of H&T Contractors, LLC., herein referred to as the **Contractor**, to supply miscellaneous asphaltic concrete services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

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

1. Entire Contract:

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

2. Intent of Contract:

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

3. Term of Contract and Time Extensions:

This contract will be in effect from October 1, 2017 through September 30, 2018 and is for supplying the City with miscellaneous asphaltic concrete services.

4. Time for Performance:

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

5. Compensation:

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

6. Changes in the Work:

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

7. Insurance:

Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, Auto Liability

Insurance, Builder's Risk Insurance, all with companies and in the form and amounts acceptable to the City. Said certificates of insurance of contractor are attached hereto and made a part hereof by reference. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors.

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

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

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

12. Termination for Default:

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

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

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

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

13. Termination for Convenience:

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

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

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

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

15.2 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or

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

15.3 Sovereign Immunity

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

15.4 Construction

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

15.5 Jury Trial Waiver

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

15.6 Attorney's Fees

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

15.7 Notices

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

15.8 Public Records

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

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

As to the City:

Carisse LeJeune
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

H&T Contractors, , LLC
376 Ben King Road
Freeport, FL 32439

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 20th day of December, 2017.

ATTEST:

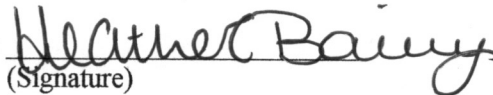

Rey Bailey
City Clerk

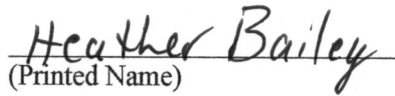
CITY OF DESTIN

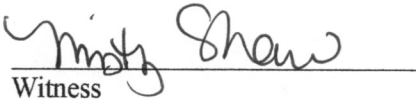
By: 
Carisse LeJeune
City Manager

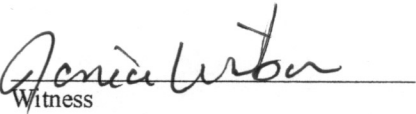
SEAL

H&T Contractors, LLC
CONTRACTOR:

By: 
(Signature)


(Printed Name)


Witness


Witness

Its: 
(Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/12/2017

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 Daniels Commercial Insurance, LLC 248 W. Garden St. Pensacola FL 32502		CONTACT NAME: Daniels Commercial Insurance, LLC PHONE (A/C, No., Ext): 850-308-7710 FAX (A/C, No.): 850-308-7716 E-MAIL ADDRESS: service@dcinsllc.com		
INSURED H&T Contractors, LLC P.O. Box 9 Freeport FL 32439-0009		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: BITCO General Insurance Corporation		20095
		INSURER B: Great American Insurance Company		16691
		INSURER C: AGCS Marine Insurance Company		22837
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:** 764942720**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y		CLP3651026	3/10/2017	3/10/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ PIP	Y		CAP3651027	3/10/2017	3/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000			TUU025584705	3/10/2017	3/10/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3651025	3/10/2017	3/10/2018	☒ 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	Contractor's Equipment Leased/Rented Equipment			MXI93076089	3/10/2017	3/10/2018	Equipment Floater Max per Item Schedule on File \$300,000

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

RE: Request for Bids (RFB) No. 18-01-PS, Miscellaneous Asphaltic Concrete Continuing Services Contract. Certificate holder is an Additional Insured as respects General Liability & Automobile Liability if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT
BID FORM

PART I Bid submitted by:

Company: H&T Contractors, L.L.C.

Address: 376 Ben King Road

City & State: Freeport, Florida Zip Code: 32439

Telephone: () 850-835-0231 Fax: () 850-835-5123 E-Mail jerry@h-tcontractors.com

Number of Years in Business: 9.5 years, since April 15, 2008

PART II Bidding RFB No. 18-01-PS, Miscellaneous Asphaltic Concrete Continuing Services Contract, as follows:

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Constructions, Maintenance and Utility Operations, current edition. All construction, methods of measurement, and basis of payment shall be in accordance with Division II and III of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition, copies of which are available from the Florida Department of Transportation.

1. Contractor must be FDOT MOT certified.
2. Contractor must be properly licensed by the state to perform underground utility and excavation work.

Item No.	Description SEE ATTACHED AMENDED SOV	Unit	Unit Price
1	2" Type SP - 12.5 Asphalt Concrete Superpave (Coarse)	SY	
2	1 1/2" Type SP - 12.5 Asphalt Concrete Superpave (Fine)	SY	
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	
4	Milling of existing asphalt (average 1 in depth)	SY	
5	Milling of existing asphalt (average 2 in depth)	SY	
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	
11	Prime Coat	SY	
12	Tack Coat	SY	
13	Asphalt Cut with Abrasive Blade	LF	

14	Concrete Cut with Abrasive Blade	LF	
15	Silt Fence	LF	
16	Straw Waddle	LF	
17	Manhole Adjustment	EACH	
18	Valve Box Adjustment	EACH	
19	Removal of Concrete over 6 inches	SY	
20	Removal of Asphalt up to 4 inches thick	SY	
21	Removal of Asphalt over 4 inches	SY	
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	
23	Clear & Grub	SY	
24	Debris Hauling	CY	
25	Tree trimming	HR	
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	
27	Guardrail (FDOT Index 400)	LF	
28	Mobilization	LUMP	
29	12" inch RCP provided, delivered, and installed	LF	
30	15" inch RCP provided, delivered, and installed	LF	
31	18" inch RCP provided, delivered, and installed	LF	
32	24" inch RCP provided, delivered, and installed	LF	
33	30" inch RCP provided, delivered, and installed	LF	
34	36" inch RCP provided, delivered, and installed	LF	
35	42" inch RCP provided, delivered, and installed	LF	
36	48" inch RCP provided, delivered, and installed	LF	
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	
45	Concrete Headwall or Drainage Structure	CY	
46	Mitered end section – medium 12 inches to 15 inches	EACH	
47	Mitered end section – large 18 inches to 24 inches	EACH	
48	Concrete flume (4 in thick)	SY	
49	Inlet Apron (4 in thick)	SY	
50	Raise existing inlet (assume 3 in adjustment)	EACH	
51	Lower existing inlet (assume 3 in adjustment)	EACH	
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	
53	Excavation and Haul Off	CY	
54	Well Points	DAY	
55	Grout (joint)	EACH	

56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	
57	Swale Installation (grading)	CY	
58	Concrete Collar (any size)	EACH	
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	
61	6 inch Drain pipe	LF	
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	
64	Concrete Sidewalk - 4 inches thick installed	SY	
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	
66	Concrete Type "D" Curb fiber reinforced	LF	
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	
70	American Disabilities Act (ADA) truncated dome mat installation	SF	
71	Traffic Control (MOT) cost	DAY	
72	Bermuda Sod installed	SY	
73	St Augustine Sod installed	SY	
74	Centipede Sod installed	SY	
75	Irrigation Repair	HR	

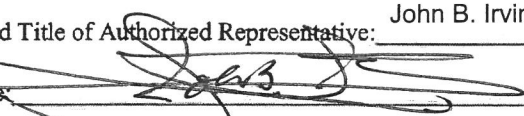
To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

PART III Certifications:

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

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

Signature and Certification:

Name and Title of Authorized Representative: John B. Irvin, IV, CFO
 Signature:  (Print or Type)
 Date of Bid: November 2, 2017

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

Item No.	Description	Unit	Unit Price
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse)	SY	9.50
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine)	SY	8.50
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	7.00
4	Milling of existing asphalt (average 1 in depth)	SY	3.00
5	Milling of existing asphalt (average 2 in depth)	SY	4.00
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	9.50
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	8.50
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	7.00
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	3.50
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	3.00
11	Prime Coat	SY	.75
12	Tack Coat	SY	.75
13	Asphalt Cut with Abrasive Blade	LF	4.00
14	Concrete Cut with Abrasive Blade	LF	4.00
15	Silt Fence	LF	2.00
16	Straw Waddle	LF	3.00
17	Manhole Adjustment	EACH	400.00
18	Valve Box Adjustment	EACH	150.00
19	Removal of Concrete over 6 inches	SY	7.50
20	Removal of Asphalt up to 4 inches thick	SY	6.00
21	Removal of Asphalt over 4 inches	SY	6.00
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	12.00
23	Clear & Grub	SY	.22
24	Debris Hauling	CY	12.00
25	Tree trimming	HR	150.00
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	150.00
27	Guardrail (FDOT Index 400)	LF	125.00
28	Mobilization	LUMP	2,500.00
29	12" inch RCP provided, delivered, and installed	LF	28.00
30	15" inch RCP provided, delivered, and installed	LF	29.00
31	18" inch RCP provided, delivered, and installed	LF	34.00
32	24" inch RCP provided, delivered, and installed	LF	42.00
33	30" inch RCP provided, delivered, and installed	LF	55.00
34	36" inch RCP provided, delivered, and installed	LF	65.00
35	42" inch RCP provided, delivered, and installed	LF	90.00
36	48" inch RCP provided, delivered, and installed	LF	120.00
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	20.00
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	22.00
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	25.00
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	30.00
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	38.00
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	47.00
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	85.00
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	95.00

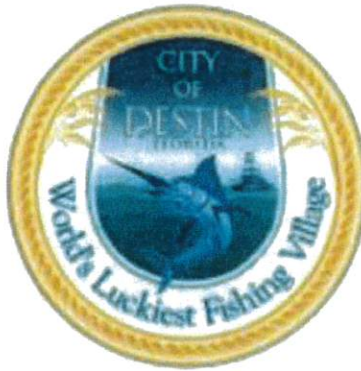
45	Concrete Headwall or Drainage Structure	CY	600.00
46	Mitered end section – medium 12 inches to 15 inches	EACH	800.00
47	Mitered end section – large 18 inches to 24 inches	EACH	4,000.00
48	Concrete flume (4 in thick)	SY	48.00
49	Inlet Apron (4 in thick)	SY	48.00
50	Raise existing inlet (assume 3 in adjustment)	EACH	1,000.00
51	Lower existing inlet (assume 3 in adjustment)	EACH	800.00
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	600.00
53	Excavation and Haul Off	CY	8.00
54	Well Points	DAY	3,500.00
55	Grout (joint)	EACH	500.00
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	8.00
57	Swale Installation (grading)	CY	10.00
58	Concrete Collar (any size)	EACH	400.00
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	200.00
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	400.00
61	6 inch Drain pipe	LF	15.00
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	2,500.00
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	48.00
64	Concrete Sidewalk – 4 inches thick installed	SY	43.00
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	15.00
66	Concrete Type "D" Curb fiber reinforced	LF	25.00
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	18.00
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	18.00
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	17.00
70	American Disabilities Act (ADA) truncated dome mat installation	SF	40.00
71	Traffic Control (MOT) cost	DAY	1,500.00
72	Bermuda Sod installed	SY	5.40
73	St Augustine Sod installed	SY	6.75
74	Centipede Sod installed	SY	3.30
75	Irrigation Repair	HR	75.00

76	Type "C" inlet installed (depth 6-10 ft)	EACH	4,000.00
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	6,000.00
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	2,500.00

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

END OF BID FORM

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 18-01-PS
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT



City of Destin, Florida
August 2017

A handwritten signature in black ink, appearing to read "Carisse LeJuene", is written over a horizontal line.

Carisse LeJuene
City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT
BID FORM

PART I Bid submitted by:

Company: H&T Contractors, L.L.C.

Address: 376 Ben King Road

City & State: Freeport, Florida Zip Code: 32439

Telephone: () 850-835-0231 Fax: () 850-835-5123 E-Mail jerry@h-tcontractors.com

Number of Years in Business: 9.5 years, since April 15, 2008

PART II Bidding RFB No. 18-01-PS, Miscellaneous Asphaltic Concrete Continuing Services Contract, as follows:

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Constructions, Maintenance and Utility Operations, current edition. All construction, methods of measurement, and basis of payment shall be in accordance with Division II and III of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition, copies of which are available from the Florida Department of Transportation.

1. Contractor must be FDOT MOT certified.
2. Contractor must be properly licensed by the state to perform underground utility and excavation work.

Item No.	Description SEE ATTACHED AMENDED SOV	Unit	Unit Price
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse)	SY	
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine)	SY	
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	
4	Milling of existing asphalt (average 1 in depth)	SY	
5	Milling of existing asphalt (average 2 in depth)	SY	
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	
11	Prime Coat	SY	
12	Tack Coat	SY	
13	Asphalt Cut with Abrasive Blade	LF	

14	Concrete Cut with Abrasive Blade	LF	
15	Silt Fence	LF	
16	Straw Waddle	LF	
17	Manhole Adjustment	EACH	
18	Valve Box Adjustment	EACH	
19	Removal of Concrete over 6 inches	SY	
20	Removal of Asphalt up to 4 inches thick	SY	
21	Removal of Asphalt over 4 inches	SY	
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	
23	Clear & Grub	SY	
24	Debris Hauling	CY	
25	Tree trimming	HR	
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	
27	Guardrail (FDOT Index 400)	LF	
28	Mobilization	LUMP	
29	12" inch RCP provided, delivered, and installed	LF	
30	15" inch RCP provided, delivered, and installed	LF	
31	18" inch RCP provided, delivered, and installed	LF	
32	24" inch RCP provided, delivered, and installed	LF	
33	30" inch RCP provided, delivered, and installed	LF	
34	36" inch RCP provided, delivered, and installed	LF	
35	42" inch RCP provided, delivered, and installed	LF	
36	48" inch RCP provided, delivered, and installed	LF	
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	
45	Concrete Headwall or Drainage Structure	CY	
46	Mitered end section – medium 12 inches to 15 inches	EACH	
47	Mitered end section – large 18 inches to 24 inches	EACH	
48	Concrete flume (4 in thick)	SY	
49	Inlet Apron (4 in thick)	SY	
50	Raise existing inlet (assume 3 in adjustment)	EACH	
51	Lower existing inlet (assume 3 in adjustment)	EACH	
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	
53	Excavation and Haul Off	CY	
54	Well Points	DAY	
55	Grout (joint)	EACH	

56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	
57	Swale Installation (grading)	CY	
58	Concrete Collar (any size)	EACH	
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	
61	6 inch Drain pipe	LF	
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	
64	Concrete Sidewalk - 4 inches thick installed	SY	
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	
66	Concrete Type "D" Curb fiber reinforced	LF	
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	
70	American Disabilities Act (ADA) truncated dome mat installation	SF	
71	Traffic Control (MOT) cost	DAY	
72	Bermuda Sod installed	SY	
73	St Augustine Sod installed	SY	
74	Centipede Sod installed	SY	
75	Irrigation Repair	HR	

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

PART III Certifications:

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

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

Signature and Certification:

Name and Title of Authorized Representative: Heather Bailey, Managing Member
 Signature: Heather Bailey (Print or Type)
 Date of Bid: September 14, 2017

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

Item No.	Description	Unit	Unit Price
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse)	SY	9.50
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine)	SY	8.50
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	7.00
4	Milling of existing asphalt (average 1 in depth)	SY	3.00
5	Milling of existing asphalt (average 2 in depth)	SY	4.00
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	9.50
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	8.50
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	7.00
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	3.50
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	3.00
11	Prime Coat	SY	.75
12	Tack Coat	SY	.75
13	Asphalt Cut with Abrasive Blade	LF	4.00
14	Concrete Cut with Abrasive Blade	LF	4.00
15	Silt Fence	LF	2.00
16	Straw Waddle	LF	3.00
17	Manhole Adjustment	EACH	400.00
18	Valve Box Adjustment	EACH	150.00
19	Removal of Concrete over 6 inches	SY	7.50
20	Removal of Asphalt up to 4 inches thick	SY	6.00
21	Removal of Asphalt over 4 inches	SY	6.00
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	12.00
23	Clear & Grub	SY	.22
24	Debris Hauling	CY	12.00
25	Tree trimming	HR	150.00
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	150.00
27	Guardrail (FDOT Index 400)	LF	125.00
28	Mobilization	LUMP	2,500.00
29	12" inch RCP provided, delivered, and installed	LF	28.00
30	15" inch RCP provided, delivered, and installed	LF	29.00
31	18" inch RCP provided, delivered, and installed	LF	34.00
32	24" inch RCP provided, delivered, and installed	LF	42.00
33	30" inch RCP provided, delivered, and installed	LF	55.00
34	36" inch RCP provided, delivered, and installed	LF	65.00
35	42" inch RCP provided, delivered, and installed	LF	90.00
36	48" inch RCP provided, delivered, and installed	LF	120.00
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	20.00
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	22.00
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	25.00
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	30.00
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	38.00
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	47.00
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	85.00
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	95.00

45	Concrete Headwall or Drainage Structure	CY	600.00
46	Mitered end section – medium 12 inches to 15 inches	EACH	800.00
47	Mitered end section – large 18 inches to 24 inches	EACH	4,000.00
48	Concrete flume (4 in thick)	SY	48.00
49	Inlet Apron (4 in thick)	SY	48.00
50	Raise existing inlet (assume 3 in adjustment)	EACH	1,000.00
51	Lower existing inlet (assume 3 in adjustment)	EACH	800.00
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	600.00
53	Excavation and Haul Off	CY	8.00
54	Well Points	DAY	3,500.00
55	Grout (joint)	EACH	500.00
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	8.00
57	Swale Installation (grading)	CY	10.00
58	Concrete Collar (any size)	EACH	400.00
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	200.00
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	400.00
61	6 inch Drain pipe	LF	15.00
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	2,500.00
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	48.00
64	Concrete Sidewalk – 4 inches thick installed	SY	43.00
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	15.00
66	Concrete Type "D" Curb fiber reinforced	LF	25.00
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	18.00
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	18.00
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	17.00
70	American Disabilities Act (ADA) truncated dome mat installation	SF	40.00
71	Traffic Control (MOT) cost	DAY	1,500.00
72	Bermuda Sod installed	SY	5.40
73	St Augustine Sod installed	SY	6.75
74	Centipede Sod installed	SY	3.30
75	Irrigation Repair	HR	75.00

76	Type "C" inlet installed (depth 6-10 ft)	EACH	4,000.00
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	6,000.00
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	2,500.00

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

END OF BID FORM

Conceptual Quantities for Typical Asphalt Paving Project

DEMOLITION	QTY	UNIT
Clear & Grub	2,700	SY
Tree Trimming	20	Per Hr
Removal of Asphalt up to 4" thick	4,000	SY
Removal of Sand Clay Base 6" thick	4,000	SY
Asphalt Cut with Abrasive Blade	200	LF
Removal of Concrete Ribbon Curb	300	SY

PAVING	QTY	UNIT
2" Type SP-12.5 Asphalt Concrete Superpave (Coarse)	2300	SY
1 1/2" Type SP-12.5 Asphalt Concrete Superpave (Fine)	1000	SY
1" Type SP-9.5 Asphalt Concrete Overlay (Fine)	700	SY
Milling of Existing Asphalt (average 1" depth)	1,000	SY
Milling of Existing Asphalt (average 1" depth)	1,750	SY
Prime Coat	4,070	SY
Tack Coat	2,750	SY
6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	2,700	SY
8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	1,300	SY
Stabilized Subbase 12"	500	SY

TRAFFIC MAINTENANCE	QTY	UNIT
Traffic Control (MOT) cost	30	Day

CONCRETE	QTY	UNIT
Concrete Sidewalk 4" thick, installed	1,500	SY
Concrete Ribbon Curb, 12" wide X 8" deep	2,450	LF
Type C Inlet	2	EA

SOD & EROSION CONTROL			QTY	UNIT
Soding			700	SY
Fill Dirt provided, delivered, spread and compacted on grade			120	CY
Hay Bales			20	EA
Swale Installaion (grading)			75	CY
Silt Fence			2200	LF
MISCELLANEOUS			QTY	UNIT
Irrigation heads			50	EA
Manhole Adjustment			6	EA
Valve Box Adjustment			10	EA
Irrigation Piping			1300	LF

ATTACHMENT #1

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 18-01-PS,

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES 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 to the City of Destin, FL.

2. This sworn statement is submitted by H&T Contractors, LLC whose
business address is 376 Ben King Road, Freeport, FL 32439

and (if applicable) Federal Employer Identification Number (FEIN) is 26-2414585 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Heather Bailey and my relationship to the entity named
above is Managing Member

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.

City of Destin, Florida

RFB No. 18-01-PS, Miscellaneous Asphaltic Concrete Continuing Services Contract

Page 2 of 2, Attachment #1, Public Entity Crimes Statement

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.)

Heather Bailey
(Signature)

Date: September 14, 2017

STATE OF FLORIDA
COUNTY OF WALTON

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 14th day of September, 2017, and is personally known to me, or has provided _____ as identification.

Janice Wilson
Notary Public

My Commission expires:



Janice Wilson
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG064385
Expires 4/29/2021

ATTACHMENT #2

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 18-01-PS,

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

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: H&T Contractors, LLC

ADDRESS: 376 Ben King Road

CITY: Destin STATE: FL ZIP CODE: 32439

TELEPHONE NUMBER: 850-835-0231

SIGNATURE: Heather Bailey DATE: 09/14/2017

NAME (TYPED OR PRINTED): Heather Bailey

TITLE: Managing Member



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

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

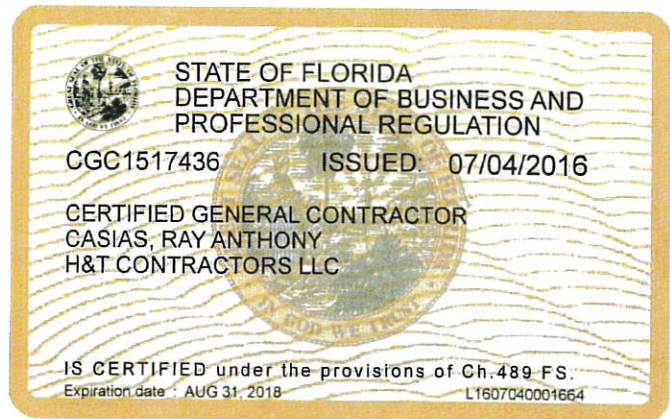
(850) 487-1395

**CASIAS, RAY ANTHONY
H&T CONTRACTORS LLC
15199 HWY 331 BUSINESS
PO BOX 9
FREEPORT FL 32439**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

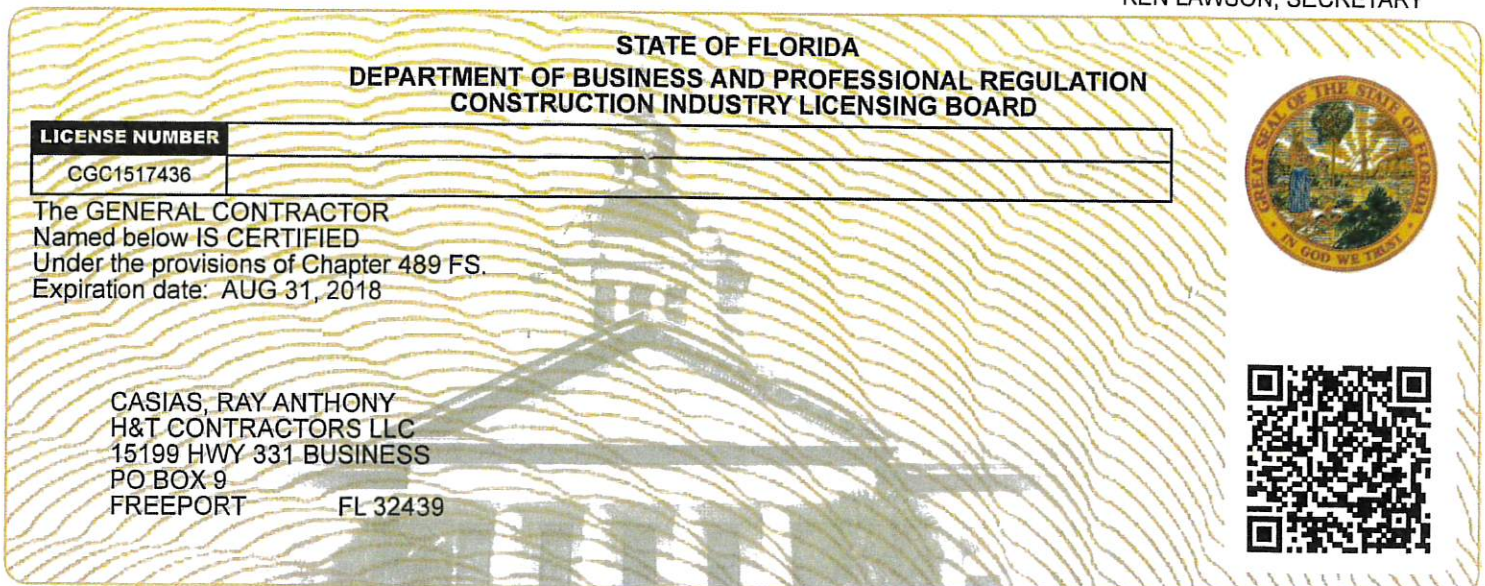
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



ISSUED: 07/04/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607040001664



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

RACHEL D. CONE
INTERIM SECRETARY

May 9, 2017

H & T CONTRACTORS, LLC
PO BOX 9
FREEPORT FL 32439

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2018. However, the new application is due **4/30/2018**.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, SIDEWALK

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cj

ADDENDUM #1

**CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT**

SEPTEMBER 5, 2017

This addendum forms a part of the Contract Documents and modifies the original bid documents dated August 21, 2017. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so shall subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project. Clarifications for questions below:

Clarification:

1. The current bid documents shall be revised **from:** "The City intends to enter into contract with multiple service providers in order to meet seasonal demand for these services." **To:** The City intends to enter into contract with one service provider.
2. The bid item list has been modified to include additional items. Use the attached list to submit pricing for bidding purposes.
3. A calendar day timeline will be negotiated for each work order to allow for proper time to complete the work items, these timelines will on occasion have hard completion dates as well as liquidated damages of \$500.00 per day.

The bid opening date is Thursday, September 14, 2017, at 2 pm.

END OF ADDENDUM #1

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

Receipt of Addendum #1 is hereby acknowledged:

JOHN B. IRVIN, IV
Print Name


Signature

9/05/2017
Date

ADDENDUM #2

**CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT**

SEPTEMBER 7, 2017

This addendum forms a part of the Contract Documents and modifies the original bid documents dated August 21, 2017. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so shall subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project. Clarifications for questions below:

Contractor Question:

- With there being no quantity given, Will you explain what the basis of award will be and how the city intends to calculate the award?

Response:

- The scoring for this award will be done utilizing the Conceptual Quantities for Typical Asphalt Paving Project as listed in the bid packet. The submitted unit pricing will be applied to these quantities allowing for weighted totals. Any items that are not listed in the Conceptual Quantities for Typical Asphalt Paving Project will be tallied as one unit and then summed into the final total. The grand total will be utilized to identify the lowest bidder which if deemed responsive will then be submitted to the City of Destin Bid Committee for concurrence.
- Please utilize the checklist within the bid packet to verify that all necessary documents are being provided for bid submission.

The bid opening date is Thursday, September 14, 2017, at 2 pm.

END OF ADDENDUM #2

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

Receipt of Addendum #2 is hereby acknowledged:

JOHN B. IRVIN, IV
Print Name


Signature

9/07/2017
Date

ADDENDUM #3

**CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT**

SEPTEMBER 11, 2017

This addendum forms a part of the Contract Documents and modifies the original bid documents dated August 21, 2017. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so shall subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project. Clarifications for questions below:

Contractor Question:

- The Checklist on page 4 of the bid documents lists under number 14 for a bid bond or cashier's check, is a bid bond required for this contract?

Response:

- No bid bond or cashier's check is required for the submittal a bid for the Miscellaneous Asphaltic Concrete Continuing Services Contract bid.

The bid opening date is Thursday, September 14, 2017, at 2 pm.

END OF ADDENDUM #3

A copy of this Addendum #3 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #3 is hereby acknowledged:

JOHN B. LAVIN, IV

Print Name



Signature

9/11/2017

Date

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

H&T Contractors, L.L.C.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☒ Partnership
☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ **P**
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

376 Ben King Road, P.O. Box 9

City, state, and ZIP code

Freeport, Florida 32439

Requester's name and address (optional)

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number

or

Employer identification number

26

2414585

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).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

9/14/2017

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

H&T Contractors, LLC
Current Work to Complete

<u>JOB</u>	<u>Amount to Complete</u>	<u>General Contractor/ Owner</u>
South Walton Utility	\$ 1,520,892.00	South Walton Utility Co., Inc.
The ARC of Emerald Coast	\$ 244,545.00	Lord & Son Construction. Inc.
Beginnings Preschool	\$ 50,539.00	Beauchamps Commercial, LLC
Building T	\$ 191,665.00	Crossland Construction, Inc.
Crestview Crossing	\$ 623,835.00	Design/Build Systems, Inc.
Dixie Electric Car	\$ 141,745.00	Design/Build Systems, Inc.
Fire House No. 1	\$ 107,028.00	Lord & Son Construction. Inc.
FWB Medical Center	\$ 392,233.00	J.E. Dunn Construction Company
Golf Course Drive	\$ 165,889.00	City of Ft. Walton Beach, FL
HVAC Pipe Replacement	\$ 13,924.00	Bayou Mechanical, Inc.
McKinnon Bridge	\$ 153,145.00	Walton County, FL
New Bama Steel	\$ 82,061.00	Design/Build Systems, Inc.
Magnolia Renalus Medical	\$ 2,725.00	Hanto & Clarke
Reserve at Washington Point	\$ 2,307,589.00	Moss & Associates, LLC
Rosemary Beach	\$ 104,982.00	Lord & Son Construction. Inc.
Tiger Point	\$ 2,956,520.00	Benning Construction Company
	<u>\$ 9,059,317.00</u>	

OKALOOSA COUNTY TAX COLLECTOR
BEN ANDERSON

2017 - 2018
OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT
STATE OF FLORIDA

RECEIPT NO. 3600100745937
EXPIRES SEPTEMBER 30, 2018

BUSINESS NAME H AND T CONTRACTORS LLC
RAY ANTHONY CASIAS QUALIFIER

TYPE OF BUSINESS Regulated

BUSINESS ADDRESS 376 BEN KING RD
FREEPORT, FL 32439

MAKE CHECKS PAYABLE TO: Okaloosa County Tax Collector
P.O. Box 1387, Niceville, FL 32588

H AND T CONTRACTORS LLC
PO BOX 9
FREEPORT, FL 32439

OKALOOSA COUNTY
Tax Collector
View Your Account Online

Scan Here



Scan Here

SUPPLEMENTAL

RENEWAL

NEW BUSINESS

TRANSFER

ORIGINAL TAX

AMOUNT

PENALTY

COLLECTION COST

TOTAL

0.00

35.00

0.00

0.00

0.00

35.00

X

SIGN AND DISPLAY AS REQUIRED

I SWEAR THAT THIS LOCAL BUSINESS TAX RECEIPT IS MADE FOR
THE BUSINESS OR PROFESSION INDICATED HEREON AND IS TRUE
AND CORRECT. THE APPLICATION MUST COMPLY WITH STATE AND
LOCAL ORDINANCE, INCLUDING ZONING.

Paid 0-17004456

35.00

07/10/2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2017

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
Daniels Commercial Insurance, LLC
248 W. Garden St.
Pensacola FL 32502

CONTACT NAME: Daniels Commercial Insurance, LLC
PHONE (A/C, No, Ext): 850-308-7710 FAX (A/C, No): 850-308-7716
E-MAIL ADDRESS: service@dcinsllc.com

INSURED
H&T Contractors, LLC
P.O. Box 9
Freeport FL 32439-0009

H&TCONT-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :BITCO General Insurance Corporation	20095
INSURER B :Great American Insurance Company	16691
INSURER C :AGCS Marine Insurance Company	22837
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 764942720

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y		CLP3651026	3/10/2017	3/10/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ PIP	Y		CAP3651027	3/10/2017	3/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			TUU025584705	3/10/2017	3/10/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3651025	3/10/2017	3/10/2018	☒ 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	Contractor's Equipment Leased/Rented Equipment			MXI93076089	3/10/2017	3/10/2018	Equipment Floater Max per Item Schedule on File \$300,000

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

RE: Request for Bids (RFB) No. 18-01-PS, Miscellaneous Asphaltic Concrete Continuing Services Contract. Certificate holder is an Additional Insured as respects General Liability & Automobile Liability if required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of November 2019 is between the City of Destin, Florida, a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and H & T Contractor's, LLC. The purpose of this agreement is to extend for one year a contract for services dated December 20, 2017 between the City of Destin and H & T Contractor's, LLC to provide miscellaneous asphaltic services for the City.

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

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

It is expressly agreed by the parties that this contract is an extension to the Contract dated December 20, 2017 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein. **This is the 2nd of 4 possible extensions.**

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

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

Witnesses:

(Signature)

(Signature)

Witnesses:

(Signature)

CITY OF DESTIN

By: _____
Lance Johnson
City Manager

ATTEST: _____
REY BAILEY
City Clerk

H & T Contractor's, LLC

By: _____
(Signature)

(Name & Title)

ATTEST:

(Signature)

(Signature)

(Name & Title)

Distribution: 1 Original to – City Clerk, Vendor
1 Copy to – PS, Fin, Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Michael Burgess, Public Services Director

DATE: 09/18/19

SUBJECT: Request approval of contract extension for Fencing Services with SH Hayes Enterprises

I. BACKGROUND: The Public Services Department has limited manpower and is not equipped to perform fencing services. For these more comprehensive projects it is necessary to outsource the work to vendors who have the equipment and manpower. S. H. Hayes Enterprises, LLC has satisfactorily provided these services under the current miscellaneous fencing continuing services contract which was effective June 5, 2017.

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

A. Link to Strategic Goals / Objectives: Organizational Excellence, III. A. 2.

B. Effect on Budget (EOB): \$5,000 was approved in the FY20 budget for fencing services.

C. Level of Service (LOS): No change.

III. CONCLUSION: This action allows for the third of four possible contract extensions for the miscellaneous fencing services provider.

IV. RECOMMENDED MOTION: I move that the contract extension for miscellaneous fencing services be extended for one year from November 1, 2019 to September 30, 2020 for S. H. Hayes Enterprises, LLC and authorize the City Manager to execute the contract on behalf of the City.

Attachments:

1. S.H. Hayes Enterprises LLC 2017-2018 Contract - Misc Fencing
2. Original bid document for Misc Fencing - SH Hayes
3. fencing contract ext

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS FENCING MAINTENANCE CONTINUING SERVICES CONTRACT

On June 5th, 2017 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of S. H. Hayes Enterprises, LLC herein referred to as the **Contractor**, to supply miscellaneous fencing maintenance services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS FENCING CONTINUING SERVICES CONTRACT:

1. Entire Contract:

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

2. Intent of Contract:

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

3. Term of Contract and Time Extensions:

This contract will be in effect from June 5, 2017 through September 30, 2018 and is for supplying the City with fencing maintenance services.

4. Time for Performance:

The Contractor agrees to provide fencing maintenance services for the satisfactory approval and acceptance by the City.

5. Compensation:

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

6. Changes in the Work:

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

7. Insurance:

Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, Auto Liability

Insurance, Builder's Risk Insurance, all with companies and in the form and amounts acceptable to the City. Said certificates of insurance of contractor are attached hereto and made a part hereof by reference. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors.

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

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

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

12. Termination for Default:

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

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

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

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

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

13. Termination for Convenience:

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

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

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and nowhere else.

15.2 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or

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

15.3 Sovereign Immunity

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

15.4 Construction

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

15.5 Jury Trial Waiver

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

15.6 Attorney's Fees

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

15.7 Notices

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

15.8 Public Records

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

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

As to the City:

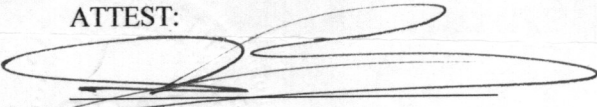
Carisse LeJeune
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

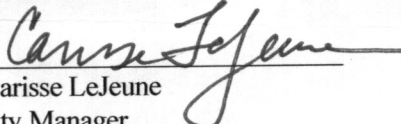
S. H. Hayes Enterprises, LLC
707 West 8th Street Circle
Lynn Haven, FL 32444

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 23rd day of JULY, 2017.

ATTEST:

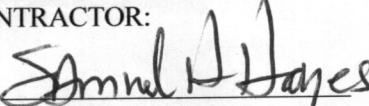

Rey Bailey
City Clerk

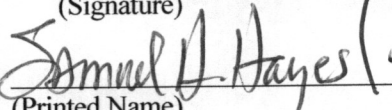
CITY OF DESTIN

By: 
Carisse LeJeune
City Manager

SEAL

S. H. Hayes Enterprises, LLC
CONTRACTOR:

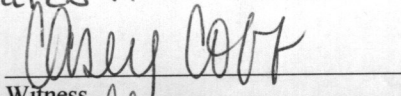
By: 
(Signature)


(Printed Name)

Its: Co-owner
(Title)


Witness

Karen P. Fontaine


Witness
Casey Cobb

PART III Certifications:

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

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

Signature and Certification:

Name and Title of Authorized Representative: _____

Sammy Hayes
(Print or Type)

Signature: _____

Sammy Hayes

Date of Bid: _____

April 6, 2017

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

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

END OF BID FORM

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 17-14-PS,
MISCELLANEOUS FENCING CONTINUING SERVICES**

BID FORM

PART I Bid submitted by:

Company: S.H. Hayes Enterprises LLC
 Address: 707 West 8th Street Circle
 City & State: Lynn Haven, FLA. Zip Code: 32444
 Telephone: (850-326-5471) Fax: () N/A

E-mail address: shayes1218@yahoo.com

Number of Years in Business: 1 year in business under this name (15 years in business as Safety-Hayes Const)
39 years experience

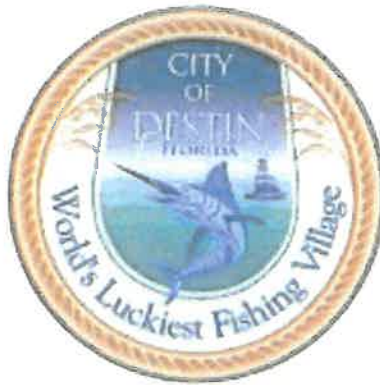
PART II Bidding RFB No. 17-14-PS, MISCELLANEOUS FENCING CONTINUING SERVICES, as follows:

Work will include both chain link and wood fencing of varying styles. Types of fencing will include sports, backstops, safety, privacy, security, and other miscellaneous fencing.

ITEM	PRICE
1. Labor Cost per hour	<u>(2 man crew) \$40 each</u> \$ <u>80.00</u>
2. Materials and Supplies:	
Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus <u>0</u> %. Preference may be given to contractors providing materials at cost. The contractor must supply materials invoices upon request.	
3. Equipment costs, if any:	\$ <u>0</u>
4. Please list any additional costs associated with the above services and materials:	
<u>0</u>	\$ <u>0</u>
	\$ <u>0</u>
	\$ <u>0</u>
	\$ <u>0</u>
	\$ <u>0</u>
	\$ <u>0</u>

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

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 17-14-PS
MISCELLANEOUS FENCING CONTINUING SERVICES



City of Destin, Florida
April 2017

A handwritten signature in blue ink that reads "Carisse LeJeune". The signature is fluid and cursive, written over a horizontal line.

Carisse LeJeune
City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

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NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for a Miscellaneous Fencing Continuing Services Contract. Scope of Work will include, but not be limited to miscellaneous fencing work focusing on new installation and repair of City property. This will be a full-service one-year contract with options for four additional one-year extensions not to exceed five years. Successful Bidder shall be required to supply the City with copies of current Liability Insurance and Workmen's Compensation coverage. An original and 6 copies of the bid must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked "**RFB No. 17-14-PS, 'MISCELLANEOUS FENCING CONTINUING SERVICES CONTRACT'**", no later than 2:00 p.m. CST, on Thursday, April 6, 2017 at which time they will be opened and read aloud. Bidders should contact the City Clerk's office to obtain either an electronic or paper version of the Bid documents. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Carisse LeJeune
City Manager

CHECKLIST

The following items must be provided in order for your bid to be considered responsive

- 1. Completed bid form**
- 2. Years in business**
- 3. Location of business**
- 4. Previous Work experience**
- 5. Availability**
- 6. Insurance Documents (Worker's Compensation)**
- 7. Copy of State license (if required for job)**
- 8. Copy of City license (if business office is located in Destin)**
- 9. Copy of Completed W-9 Form**
- 10. Completed Public Entity Form**
- 11. Completed Drug Free Form**
- 12. Addenda (if applicable)**
- 13. Bid Bond or Cashier's Check (if requested)**
- 14. Other documents as requested in bid package**

CITY OF DESTIN, FLORIDA

**REQUEST FOR BIDS (RFB) NO. 17-14-PS
MISCELLANEOUS FENCING CONTINUING SERVICES**

- I. **PURPOSE:** The purpose of RFB No. 17-14-PS is to secure sealed Bids for a miscellaneous fencing continuing services contract focusing on new installation and repair of City property. The initial contract will be effective upon Council approval through September 30, 2017. The contract will have renewal options for four (4) additional one (1) year extensions. This Request for Bid is for miscellaneous fencing work occurring within the contract frame of 5 years. The City cannot guarantee any volume of work.
- II. **SCOPE OF WORK:** The Scope of Work will include, but not be limited to miscellaneous fencing work for City property. The contractor will be responsible for furnishing all tools, machines, equipment, labor and incidentals necessary to complete the work.
- III. **BID REQUIREMENTS:** Each Bid shall indicate, in the following order, the **mandatory** information outlined below:
- A. Completed Bid Form
 - B. Number of years the firm has been performing fencing work
 - C. Location of Firm
 - D. Previous work experience
 - E. Current work commitments
 - F. Availability
 - G. Each Bid shall contain evidence of proper licensing to perform required services in the State, County, and City
 - H. Completed Request for Taxpayer Identification Number and Certification (W-9) Form
 - I. Copies of Workman's Compensation insurance
 - J. Each Bid shall contain a completed Public Entity Crime Form (Attachment #1)
 - K. Each Bid shall contain a completed Drug-Free Workplace Certification (Attachment #2)

Failure to provide any of the above listed mandatory information may result in the elimination of the Bid from consideration.

IV. SUBMITTAL REQUIREMENTS: Bids shall be submitted as follows:

- A. **Bid Form.** The Bid Form contained within this RFB shall precede the **mandatory** information required in **Section III. Bid Requirements**. Any additional information submitted in support of the Bid shall follow the required information.
- B. **Public Entity Crime Form.** Each Bid shall contain a completed Public Entity Crime Form (Attachment #1) pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any 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.
- C. **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.
- D. **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.
- E. **Drug - Free Workplace Program.** Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more 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 an Attachment #2 certification form with the RFB submittal.
- F. **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. CT, on Thursday, April 6, 2017. Bids may be mailed or delivered to the Office of the City Clerk at the address below. An original and six (6) copies of the Bid shall be submitted in a sealed envelope clearly marked "**RFB No. 17-14-PS, MISCELLANEOUS FENCING CONTINUING SERVICES CONTRACT**" and note the time and date of the opening. Regardless of method of delivery, each responder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Bids offered or received after the time set for the Bid Opening will be rejected and returned unopened to the Bidder

MAILING AND HAND-DELIVERY ADDRESS:

City of Destin
ATTN: City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

- G. Bid Opening. Bids are presently scheduled to be opened publicly and read aloud at 2:00 p.m. CT, on Thursday, April 6, 2017 in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida. The City of Destin Bid Committee will then review all Bids and forward their recommendation to the City Council for award.
- H. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 17-14-PS may be directed to the individuals below:
- | | | |
|--------------------------------|----|-------------------------------------|
| <u>For Technical Questions</u> | OR | <u>For Administrative Questions</u> |
| Timothy L. Pietenpol | | Rey Bailey, City Clerk |
| City of Destin | | City of Destin |
| 4200 Indian Bayou Trail | | 4200 Indian Bayou Trail |
| Destin, Florida 32541 | | Destin, Florida 32541 |
| (850) 837-4242 | | (850) 837-4242 |
- I. Contact Prohibition: All prospective Proposers are hereby instructed **NOT** to contact any member of the City of Destin City Council, City Manager, or City of Destin staff member other than the Authorized City Contact Person identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.
- J. Responsive Bids. Only those Bids fulfilling all requirements outlined in this RFB will be considered.
- K. 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 bidder(s) when it serves the best interest of the City.
- L. Final Offer. The Bid, as submitted, will be considered to be the last and final offer. The Bid shall remain binding one hundred twenty (120) calendar days after the closing date of the request.
- M. 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 readvertise 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.

- N. Insurance. The successful Bidder shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of \$1,000,000 for combined single limit and Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors. The successful Bidder shall produce proof of insurance in the types and amounts required by the City, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The City shall be named as an additional insured party and all binders, policies or certificates of insurance shall provide for at least ten days notice to the City of any cancellation or amendment to any of the binders, policies or certificates.
- O. Provide a completed Request for Taxpayer Identification Number and Certification (W-9) Form

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 17-14-PS,
MISCELLANEOUS FENCING CONTINUING SERVICES

BID FORM

PART I Bid submitted by:

Company: S.H. Hayes Enterprises LLC
 Address: 707 West 8th Street Circle
 City & State: Lynn Haven, FLA. Zip Code: 32444
 Telephone: (850-326-5471) Fax: () N/A

E-mail address: shayes1218@yahoo.com

Number of Years in Business: 1 year in business under this name (15 years in business as Behety-Hayes Const)
39 years experience

PART II Bidding RFB No. 17-14-PS, MISCELLANEOUS FENCING CONTINUING SERVICES, as follows:

Work will include both chain link and wood fencing of varying styles. Types of fencing will include sports, backstops, safety, privacy, security, and other miscellaneous fencing.

<u>ITEM</u>	<u>PRICE</u>
1. Labor Cost per hour	<u>(2 man crew) #40 each</u> \$ <u>80.00</u>
2. Materials and Supplies:	
Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus <u>0</u> %. Preference may be given to contractors providing materials at cost. The contractor must supply materials invoices upon request.	
3. Equipment costs, if any:	\$ <u>0</u>
4. Please list any additional costs associated with the above services and materials:	
<u>0</u>	\$ <u>0</u>
	\$ <u>0</u>
	\$ <u>0</u>
	\$ <u>0</u>
	\$ <u>0</u>

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

PART III Certifications:

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

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

Signature and Certification:

Name and Title of Authorized Representative: _____

Sammy Hayes
(Print or Type)

Signature: _____

Sammy Hayes

Date of Bid: _____

April 8, 2017

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

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

END OF BID FORM

ATTACHMENT #1

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 17-14-PS,

MISCELLANEOUS FENCING CONTINUING SERVICES

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 Miscellaneous Fencing
Continuing Services
2. This sworn statement is submitted by S.H. Hayes Enterprises LLC whose
business address is 707 West 8th Street Circle, Lynn Haven, Fla 32444
- and (if applicable) Federal Employer Identification Number (FEIN) is 81-2507644 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Sammy Hayes and my relationship to the entity named
above is owner

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.

City of Destin, Florida

RFB No. 17-14-PS, MISCELLANEOUS FENCING CONTINUING SERVICES

Page 2 of 2, Attachment #1, Public Entity Crimes Statement

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)

True 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.

F 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)

F 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)

Never 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.)

Samuel H. Hays
(Signature)

Date: 4/4/17

STATE OF FLORIDA
COUNTY OF Bay

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 4th day of April, 2017, and is personally known to me, or has provided FL Driver License identification.

Karen P. Fontaine
Notary Public

My Commission expires: 4/17/20



ATTACHMENT #2

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 17-14-PS,

MISCELLANEOUS FENCING CONTINUING SERVICES

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: S.H. Hayes Enterprises L.L.C.

ADDRESS: 707 West 8th Street Circle

CITY: Lynn Haven

STATE: Fla

ZIP CODE: 32444

TELEPHONE NUMBER: 850-326-5471

SIGNATURE: Sammy Hayes

DATE: _____

NAME (TYPED OR PRINTED): Sammy Hayes

TITLE: owner

S.H. Hayes Enterprises, LLC

707 W 8th Street Cir

Lynn Haven, FL

850-326-5471

Shayes6018@gmail.com

Previous Work Experience

I was a senior maintenance mechanic in construction of the federal prison in Marianna, FL from 1988-1997. I was trained as a Contracting Officer Technical Representative. I completed projects that included 12' high #9-gauge security chain link fence around the perimeter of a 57-acre compound. I installed hundreds of feet of this security fencing. I built cages in the segregation areas to separate inmates. I ran split rail fencing along the roadways to control traffic flow. I erected several wood privacy fences to hide unsightly areas. I have run wood privacy fences in several FHA and HUD funded projects in Callaway, FL for Sudduth Realty. I built the backstops at the Five Point Recreation Center ballfields near Vernon, FL. I erected baseball field fencing in the outfields in Bluefield, VA. I completed a contract for FDOT replacing 12 miles of 5' high fencing on the property line of I-10 in Walton county. I completed 162 miles of fence repair after hurricane Ivan in the Pensacola area all the way to Ponce De Leon in 2005, for FDOT. I have erected several white vinyl fences on Holiday Isle in Destin. I have installed razor wire to tops of chain link projects for added security. I ran chain link and razor wire at Homestead, FL for a federal detention center. I have used steel, wooden and concrete posts while fencing. I have also built brick columns and 4x4 rail property line fencing to include stone fencing.

Current Work Experience

We currently hold the miscellaneous concrete repair contract with Destin, FL. But we have exhausted this year's funding for this project. It will renew in October.

We are currently engaged to a 1.5-month project with Anderson Columbia to extend shoulders on I-10 in Jackson County.

We are working on a small project replacing 10' high boundary fencing at the I-10 rest area in Leon county for HDR/ICA in Chipley, FL. (2-week project)

Availability

We are available now to start any fencing projects that the city may need to be done.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/03/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If 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 People First Insurance 1325-G Gause Blvd Slidell LA 70458		CONTACT NAME: Kimberly Cook PHONE (A/C, No, Ext): 985-445-1244 E-MAIL ADDRESS: kim@pfiinsurance.com FAX (A/C, No):	
INSURED S. H. Hayes Enterprises, LLC 707 W. Ath Circle LynnHaven FL 32444		INSURER(S) AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: First Comp INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** S.H.17040315462079 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	MWC0096518-01	06/20/2016	06/20/2017	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Concrete Contractor

CERTIFICATE HOLDER

CANCELLATION

City of Destin
4200 Indian Bayou Trail

Destin

FL 32541

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/03/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If 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 Sims Insurance Agency 410 North Waukesha Street Bonifay FL 32425		CONTACT NAME: Mike Sims PHONE (A/C, No, Ext): (850) 547-5411 E-MAIL ADDRESS: kbarfieldsia@embarqmail.com FAX (A/C, No): (850) 547-5412	
INSURED S H Hayes Enterprises LLC PO Box 206 Chipley FL 32428		INSURER(S) AFFORDING COVERAGE INSURER A: Auto Owners Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			78711962	05/04/2016	05/04/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			5067739900	04/04/2017	04/04/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Class Code(s): Concrete Construction: Fence Erection: Lawn Care Services.

CERTIFICATE HOLDER**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
Mike Sims A243771

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of November 2019 is between the City of Destin, Florida, a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and S. H. Hayes Enterprises, LLC. The purpose of this agreement is to extend for one year a contract for services dated June 7, 2016 between the City of Destin and S. H. Hayes Enterprises, LLC. to provide miscellaneous fencing services for the City.

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

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

It is expressly agreed by the parties that this contract is an extension to the Contract dated June 7, 2016 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein. **This is the 3rd of 4 possible extensions.**

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

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

Witnesses:

CITY OF DESTIN

(Signature)

By: _____
Lance Johnson
City Manager

(Signature)

ATTEST: _____
REY BAILEY
City Clerk

Witnesses:

S. H. Hayes Enterprises, LLC

(Signature)

By: _____
(Signature)

(Name & Title)

ATTEST:

(Signature)

(Signature)

(Name & Title)

Distribution: 1 Original to – City Clerk, Vendor
1 Copy to – PS, Fin, Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Michael Burgess, Public Services Director

DATE: 096/18/19

SUBJECT: Request approval of contract extension for Stormwater Maintenance with Florida Septic & Sewer

I. BACKGROUND: The Public Services Department is not equipped nor does it have adequate personnel to perform major stormwater maintenance. For these more comprehensive projects, it is necessary to outsource the work to vendors who have the equipment and manpower. Florida Septic & Sewer Service, Inc. has satisfactorily provided these services under the current miscellaneous storm water continuing services contract, which went into effect September 17, 2015.

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

A. Link to Strategic Goals / Objectives: Organizational Excellence, III.A.1, III. A. 2.

B. Effect on Budget (EOB): \$60,000 was approved in the FY 20 budget for miscellaneous storm water maintenance.

C. Level of Service (LOS): No change.

III. CONCLUSION: This action allows for the fourth of four possible contract extensions for the miscellaneous storm water maintenance continuing services provider.

IV. RECOMMENDED MOTION: I move that the contract extension for miscellaneous storm water maintenance services be extended for one year from November 1, 2019 to September 30, 2020 for Florida Septic & Sewer Service Inc., and authorize the City Manager to execute the contract on behalf of the City.

Attachments:

1. FL Septic _ Sewer 2015 - 2016
Contract Miscellaneous Stormwater
2. Original bid document for Misc
Stormwater - FL Septic & Sewer
3. Stormwater maintenance contract ext

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS STORMWATER MAINTENANCE CONTINUING SERVICES CONTRACT

On September 8, 2015 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of Florida Septic & Sewer Service, Inc. herein referred to as the **Contractor**, to supply miscellaneous stormwater maintenance services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS STORMWATER MAINTENANCE CONTINUING SERVICES CONTRACT:

1. Entire Contract:

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

2. Intent of Contract:

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

3. Term of Contract and Time Extensions:

This contract will be in effect from October 1, 2015 through September 30, 2016 and is for supplying the City with stormwater maintenance services.

4. Time for Performance:

The Contractor agrees to provide stormwater maintenance services for the satisfactory approval and acceptance by the City.

5. Compensation:

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

6. Changes in the Work:

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

7. Insurance:

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

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

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

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

12. Termination for Default:

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

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

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

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

13. Termination for Convenience:

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

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

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

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

15.2 Severability

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

15.3 Sovereign Immunity

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

15.4 Construction

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

15.5 Attorney's Fees

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

15.6 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:

15.7 Public Records

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

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

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

As to the City:

Greg Kisela
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

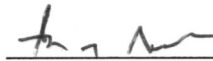
Florida Septic & Sewer Service, Inc.
PO Box 7076
150 Industrial Park Road # 2
Destin, FL 32540

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this 17th day of September, 2015.

ATTEST:

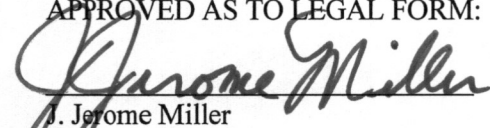

Rey Bailey
City Clerk

CITY OF DESTIN

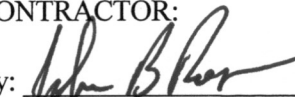
By: 
Greg Kisela
City Manager

SEAL

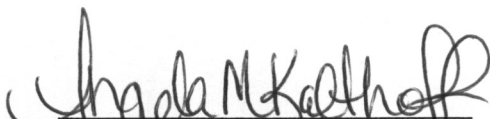
APPROVED AS TO LEGAL FORM:


J. Jerome Miller
City Attorney

Florida Septic & Sewer Service, Inc.
CONTRACTOR:

By: 
(Signature)

John B. Rogers
(Printed Name)


Witness


Witness

Its: Manager
(Title)

EXHIBIT A

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 15-11-PS,
MISCELLANEOUS STORMWATER MAINTENANCE CONTINUING SERVICES

BID FORM

PART I Bid submitted by:

Company: Florida Septic & Sewer Service, Inc.
Address: P.O. Box 7076 - 150 Industrial Park Rd #2
City & State: Destin, FL Zip Code: 32540
Telephone: () 850-837-7200 Fax: () 850-654-4791
Number of Years in Business: 32

PART II Bidding RFB No. 15-11-PS, MISCELLANEOUS STORMWATER MAINTENANCE CONTINUING SERVICES, as follows:

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Constructions, Maintenance and Utility Operations, current edition. All construction, methods of measurement, and basis of payment shall be in accordance with Division II and III of the Florida Department of Transportation Standard Specifications for Road And Bridge Construction, current edition, copies of which are available from the Florida Department of Transportation.

ITEM

UNIT PRICE

1. Hourly cost associated with stormwater maintenance
2. Materials and Supplies:

\$ 305.00

Materials and supplies will be billed at contractor's wholesale price or contractors wholesale price plus 20%. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request.

3. Equipment costs, if any:

Included in above hourly
rate

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

4. Contractor is required to provide disposal area. City owned property and right of ways are not authorized without both the Public Services Director and City Manager's written authorization.

5. Any modifications to specified work must be authorized in writing by the Public Services Director.

6. Please list any additional costs associated with the above services and materials:

Disposal - if not provided
area by city

\$ 475.00 per load
\$ _____
\$ _____

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

PART III Certifications:

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

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

Signature and Certification:

Name and Title of Authorized Representative: _____

John Bryan Rogers
(Print or Type)

Signature: _____

John B Rogers

Date of Bid: _____

7-7-15

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

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

END OF BID FORM

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 15-11-PS,
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The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: John Bryan Rogers
(Print or Type)

Signature: [Handwritten Signature]

Date of Bid: 7-7-15

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

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END OF BID FORM

ATTACHMENT #1

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 15-11-PS,

MISCELLANEOUS STORMWATER MAINTENANCE CONTINUING SERVICES

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 15-11-PS
2. This sworn statement is submitted Florida Septic & Sewer Service whose
business address is 150 Industrial Park Rd #2
Destin FL 32541
- and (if applicable) Federal Employer Identification Number (FEIN) is 592439611 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is John Bryan Rogers and my relationship to the entity named
above is as General Manager

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.

City of Destin, Florida

RFB No. 15-11-PS, MISCELLANEOUS STORMWATER MAINTENANCE CONTINUING SERVICES

Page 2 of 2, Attachment #1, Public Entity Crimes Statement

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.

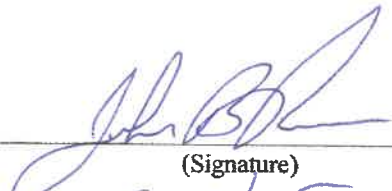
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ 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: 7-14-15

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 14 day of July, 2015, and is personally known to me, or has provided Divorce license as identification.

My Commission expires:


Notary Public Maritza Campbell



ATTACHMENT #2

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 15-11-PS,

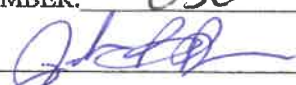
MISCELLANEOUS STORMWATER MAINTENANCE CONTINUING SERVICES

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: Florida Septic & Sewer Service, Inc.
ADDRESS: P.O. Box 7076 150 Industrial Park Rd #2
CITY: Destin STATE: FL ZIP CODE: 32541
TELEPHONE NUMBER: 850-837-7200
SIGNATURE:  DATE: 7-14-15
NAME (TYPED OR PRINTED): John Bryan Rogers
TITLE: General Manager

**Request for Taxpayer
Identification Number and Certification****Give Form to the
requester. Do not
send to the IRS.**Print or type
See Specific Instructions on page 2.**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.**Florida Septic & Sewer Service, Inc.****2** Business name/disregarded entity name, if different from above**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
- ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
- Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
- ☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)**P.O. Box 7076****6** City, state, and ZIP code**Destin, FL 32540**

Requester's name and address (optional)

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

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

Social security number

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

or

Employer identification number

5	9	-	2	4	3	9	6	1	1
---	---	---	---	---	---	---	---	---	---

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 on page 3.

**Sign
Here**Signature of
U.S. person ▶*Angela M. Kothoff*

Date ▶

*7/7/15***General Instructions**

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 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?* on page 2.

By signing the filled-out form, you:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/8/2014

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If 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 OMS INSURANCE GROUP, LLC P.O. Box 2 Lakeland FL 33802	CONTACT NAME: Kim Pittman PHONE (A/C No. Ext.): (863) 688-1751 E-MAIL ADDRESS: riskmanagement@omsgroup.com FAX (A/C No.): (863) 683-0521														
INSURED Florida Septic & Sewer Service, Inc. P O Box 7076 Destin FL 32540	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Bridgefield Employers Ins Co</td><td>10701</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Bridgefield Employers Ins Co	10701	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: CL1410701806

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐	N/A		0830-43635	11/29/2014	11/29/2015	WC STATUTORY LIMITS 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

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

CERTIFICATE HOLDER

City of Destin
Publix Services Department
4200 Indian Bayou Trail
Destin, FL 32541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeffrey Miles/TBRAD

ACORD 25 (2010/05)

INS025 (201005) 01

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OKALOOSA COUNTY TAX COLLECTOR
BEN ANDERSON

2014 - 2015
OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT
STATE OF FLORIDA

RECEIPT NO. 111340709188
EXPIRES SEPTEMBER 30, 2015

FACILITIES/
MACHINES ROOMS SEATS EMPLOYEES

TYPE OF BUSINESS Business Tax Receipt Regulated

BUSINESS ADDRESS 150 INDUSTRIAL PARK RD UNIT 2
DESTIN, FL 32541

MAKE CHECKS PAYABLE TO: Okaloosa County Tax Collector
P.O. Box 1387, Niceville, FL 32588

FLORIDA SEPTIC & SEWER SERVICE
FLORIDA SEPTIC & SEWER SERVICE INC
PO BOX 7076
DESTIN, FL 32540

OKALOOSA COUNTY
Tax Collector
View Your Account Online



Scan Here

Scan Here

SUPPLEMENTAL

RENEWAL

NEW BUSINESS

TRANSFER

ORIGINAL TAX 0.00

35.00

AMOUNT 0.00

PENALTY 0.00

COLLECTION COST 0.00

TOTAL 35.00

X

SIGN AND DISPLAY AS REQUIRED

I SWEAR THAT THIS LOCAL BUSINESS TAX RECEIPT IS MADE FOR
THE BUSINESS OR PROFESSION INDICATED HEREON AND IS TRUE
AND CORRECT. THE APPLICATION MUST COMPLY WITH STATE AND
LOCAL ORDINANCE, INCLUDING ZONING.

Paid 97-14001372 35.00 07/17/2014

OKALOOSA COUNTY TAX COLLECTOR
BEN ANDERSON

2014 - 2015
OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT
STATE OF FLORIDA

RECEIPT NO. 111340709188
EXPIRES SEPTEMBER 30, 2015

FACILITIES/
MACHINES ROOMS SEATS EMPLOYEES

TYPE OF BUSINESS Business Tax Receipt Regulated

BUSINESS ADDRESS 150 INDUSTRIAL PARK RD UNIT 2
DESTIN, FL 32541

MAKE CHECKS PAYABLE TO: Okaloosa County Tax Collector
P.O. Box 1387, Niceville, FL 32588

FLORIDA SEPTIC & SEWER SERVICE
FLORIDA SEPTIC & SEWER SERVICE INC
PO BOX 7076
DESTIN, FL 32540

OKALOOSA COUNTY
Tax Collector
View Your Account Online



Scan Here

Scan Here

SUPPLEMENTAL

RENEWAL

NEW BUSINESS

TRANSFER

ORIGINAL TAX 0.00

35.00

AMOUNT 0.00

PENALTY 0.00

COLLECTION COST 0.00

TOTAL 35.00

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THE BUSINESS OR PROFESSION INDICATED HEREON AND IS TRUE
AND CORRECT. THE APPLICATION MUST COMPLY WITH STATE AND
LOCAL ORDINANCE, INCLUDING ZONING.

Paid 97-14001372 35.00 07/17/2014

Post in a Conspicuous Place

Local Business Tax Receipt

City of Destin, Florida

ISSUED TO: FLORIDA SEPTIC & SEWER SERVICE
LOCATION: 150 INDUSTRIAL PARK ROAD 2

YEAR:
2015

LICENSE NO:
594

CONTRACTORS & SUB-CONTRACTORS
All Other Contractors

OWNER/AGENT: ROGERS, JOHN B.
DATE ISSUED: 08/11/2014
EXPIRE DATE: 09/30/2015

EMPLOYEES
9.00

FEE PAID: 50.00

MAILING ADDRESS:
FLORIDA SEPTIC & SEWER SERVICES, INC.
POST OFFICE BOX 7076
DESTIN, FL 32540-7076

1026

THIS RECEIPT DOES NOT, IN AND OF ITSELF, INDICATE OR CONFER COMPLIANCE WITH LOCAL, STATE OR FEDERAL CODES. IT IS THE OBLIGATION OF THE BUSINESS ENTITY NAMED ABOVE TO INDEPENDENTLY CONFIRM COMPLIANCE WITH APPLICABLE LAND DEVELOPMENT, ZONING AND OTHER CODES OF CITY AND OTHER APPLICABLE JURISDICTIONS.

Post in a Conspicuous Place

Local Business Tax Receipt

City of Destin, Florida

ISSUED TO: FLORIDA SEPTIC & SEWER SERVICE
LOCATION: 150 INDUSTRIAL PARK ROAD 2

YEAR:
2015

LICENSE NO:
595

SERVICES
SERVICES-MISCELLANEOUS

OWNER/AGENT: ROGERS, JOHN B.
DATE ISSUED: 08/11/2014
EXPIRE DATE: 09/30/2015

EMPLOYEES
9.00

FEE PAID: 100.00

MAILING ADDRESS:
FLORIDA SEPTIC & SEWER SERVICES, INC.
POST OFFICE BOX 7076
DESTIN, FL 32540-7076

1026

THIS RECEIPT DOES NOT, IN AND OF ITSELF, INDICATE OR CONFER COMPLIANCE WITH LOCAL, STATE OR FEDERAL CODES. IT IS THE OBLIGATION OF THE BUSINESS ENTITY NAMED ABOVE TO INDEPENDENTLY CONFIRM COMPLIANCE WITH APPLICABLE LAND DEVELOPMENT, ZONING AND OTHER CODES OF CITY AND OTHER APPLICABLE JURISDICTIONS.



46-6Q-00011

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit**

OSTDS Service - SDS*

Issued To: Florida Septic & Sewer Service, Inc.
150 Industrial Park Road, Suite 2
Destin, FL 32540

Mail To: John Bryan Rogers (Florida Septic & Sewer, Inc)
P. O. Box 7076
Destin, FL 32540

Owner: Florida Septic & Sewer, Inc (Rogers, John Bryan)

SDS Trucks: 3

TTS Trucks: 0

The facility shown above has been inspected by a duly authorized representative of the Department of Health, and was found in conformance with those rules promulgated by the department under the authority of chapters 381, 386 and 489 part III, Florida Statutes, and set forth in Rule 64E-6, Florida Administrative code.

This permit grants authority to operate the above referenced facility, service, or system in conformance with department rules and the conditions of operation shown below. This permit is revocable, upon service of notice, when it is determined by the department that the operational conditions and department standards are not being maintained.

Stabilization Tanks shall contain aeration or mixing devices which will ensure thorough agitation and mixing of lime with the waste as specified in Chapter 6, EPA 625/1-79-011, Process Design Manual for Septage Treatment and Disposal. The pH of the stabilized septage shall not be landspread until it has fallen below 12.5.

46-BID-2710611

County: **Okaloosa**
Amount Paid: \$ 356.00
Date Paid: 03/19/2015
Issued Date: 04/01/2015

Permit Expires On: 03/31/2016

Issued By:
Department of Health in Okaloosa County
221 Hospital Drive NE
Fort Walton Beach, FL 32548

(850) 833-9247

*OSTDS Service Permit Abbreviations: **SDS** - Septage Disposal Service **TTS** - Temporary Tank Service **LAS** - Land Application Site
ATUM - ATU Maintenance Entity **LSF** - Lime Stabilization Facility **TM** - Tank Manufacturer

Original Customer: Florida Septic & Sewer Service, Inc. (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE

Florida Septic & Sewer Service, Inc.
P.O. Box 7076
Destin, FL 32540
850-837-7200 ph 850-654-4791 fax
flaseptic@hotmail.com

July 14, 2015

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Re: Bid 15-11-PS

To Whom It May Concern-

Florida Septic & Sewer Service, Inc. has been a locally owned business serving the surrounding cities and counties for more than 30 years. We offer both commercial and residential cleaning, repairs, installations and maintenance for septic systems as well as storm drain systems.

We supply 24 hours emergency service to our customers if needed with an arrival time of approx. 1 hour from the time of call in. We have multiple vehicles in our fleet as well a staff of highly experienced technicians who have work for our company for many years.

Please feel free to contact me if there are any questions or concerns.

Thank you-


Bryan Rogers

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of November 2019 is between the City of Destin, Florida, a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Florida Septic & Sewer Services, Inc. The purpose of this agreement is to extend for one year a contract for services dated September 17, 2015 between the City of Destin and Florida Septic & Sewer Services, Inc. to provide miscellaneous stormwater maintenance services for the City.

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

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

It is expressly agreed by the parties that this contract is an extension to the Contract dated September 17, 2015 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein. **This is the 4th of 4 possible extensions.**

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

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

Witnesses:

CITY OF DESTIN

(Signature)

By: _____
Lance Johnson
City Manager

(Signature)

ATTEST: _____
REY BAILEY
City Clerk

Witnesses:

Florida Septic & Sewer Services, Inc.

(Signature)

By: _____
(Signature)

(Name & Title)

ATTEST:

(Signature)

(Signature)

(Name & Title)

Distribution: 1 Original to – City Clerk, Vendor
1 Copy to – PS,, Fin, Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019**TYPE OF AGENDA ITEM:** Consent Agenda

TO: City Council**THRU:** Lance Johnson, City Manager**FROM:** Michael Burgess, Public Services Director**DATE:** 10/14/2019**SUBJECT:** Request approval of contract extension for median maintenance with Gulf Coast Environmental Contractors, Inc.

I. BACKGROUND: The Public Services Department has limited manpower and is not equipped to perform median maintenance services. For these more comprehensive projects it is necessary to outsource the work to vendors who have the equipment and manpower. Gulf Coast Environmental Contractors, Inc. has satisfactorily provided these services under the current miscellaneous median maintenance continuing services contract which was effective September 18, 2017.

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

A. Link to Strategic Goals / Objectives: Organizational Excellence, III. A. 2.

B. Effect on Budget (EOB): \$180,000 in estimated work was approved in the FY20 budget for median maintenance. However, work on US98 normally conducted under this contract have been temporarily suspended due to ongoing construction.

C. Level of Service (LOS): No change.

III. CONCLUSION: This action allows for the third of four possible contract extensions for the median maintenance provider.

IV. RECOMMENDED MOTION: I move that the contract extension for miscellaneous median maintenance be extended for one year from November 1, 2019 to September 30, 2020 for Gulf Coast Environmental Contractors, Inc., and authorize the City Manager to execute the contract on behalf of the City.

Attachments:

1. Gulf Coast Environmental Contractors
Inc contract prices bids
2. Original bid document for Misc ROW
Median Maintenance - Gulf Coast
complete RFP
3. Median contract ext

CITY OF DESTIN, FLORIDA

17-40

CONTRACT

**MISCELLANEOUS RIGHT OF WAY/MEDIAN
LANDSCAPE MAINTENANCE CONTINUING SERVICES CONTRACT**

On September 18, 2017, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of GULF COAST ENVIRONMENTAL CONTRACTORS, INC. herein referred to as the **Contractor**, to supply miscellaneous right of way (ROW) and median landscape maintenance services for City projects. The Bid Packet, Addenda, Contractor's Bid Submission and Contractor's Cost Schedule as submitted on the Bid Form for the terms of their engagement are included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein, though if there is any conflict in terms, the terms of this agreement supersede the terms contained within Exhibit "A".

1. Entire Contract:

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

2. Intent of Contract:

This contract is to maintain the safest, cleanest, healthiest and most aesthetically pleasing Right of Ways (ROW) and medians, as designated by the City. Not all Right of Ways and medians located within the City are to be maintained under this agreement. This includes but not limited to; daily removal of litter and debris; meeting or exceeding all relevant FDOT and other governmental maintenance standards for turf, ornamental plants/trees and planting beds; maintaining healthy plants and mitigating unwanted pests. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Time Extensions:

This contract is for one year, and shall be in effect from October 1, 2017, through September 30, 2018. This contract may be renewed, for one year increments, up to four times if mutually agreed upon by both parties in writing.

4. Time for Performance:

The Contractor agrees to provide right of way landscaping services as required for the satisfactory approval and acceptance by the City.

5. Compensation:

All payments upon contract are contingent upon the Contractor's Work being acceptable to the City. Remuneration shall be made in twelve equal monthly payments in accordance with the terms of this Contract and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor. Payments shall only be made upon the City's receipt of a properly itemized invoice for the previous month's work. Work performed for any portion of a fiscal year shall be paid monthly upon the City's receipt of a properly itemized

invoice and shall be based on the prorated portion of the annual contract amount.

6. Changes in the Work:

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

7. Insurance:

Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, Auto Liability Insurance, Builder's Risk Insurance, all with companies and in the form and amounts acceptable to the City.

7.1 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. Said certificates of insurance of contractor are attached hereto as Exhibit "B".

If any part of the Work is sublet, similar insurance shall be provided by and on behalf of any subcontractors. Contractor is responsible for providing the City with all proofs of insurance on behalf of the subcontractors.

8. Indemnification:

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

9. Licensing:

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

10. Cancellation:

This contract may be canceled by either party with a thirty day written notice and is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due

hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

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

12. Termination for Default:

The Contract shall remain in force for the full period specified, and until the City Manager or her designee determines that all requirements and conditions have been satisfactorily met, and the City Manager or her 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 shall have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required, or to 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 shall give the Contractor five (5) days' notice, whereupon the Contract shall be terminated, unless the Contractor cures the failure to perform to the satisfaction of the City Manager.

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

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

13. Termination for Convenience:

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

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

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

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

15.2 Venue

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

15.3 Mechanic's Liens

The Contractor shall indemnify and save harmless the City against all liens and claims of mechanics and materialman furnishing labor and materials in the performance of this contract.

15.4 Severability

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

15.5 Sovereign Immunity

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

15.6 Construction

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

15.7 Attorney's Fees

In any dispute relating to this contract, each party shall be responsible for their own respective attorney's fees and costs, whether such action is brought at law, in equity, or via statute (federal or state).

15.8 Public Records.

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

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.
- E. Contact the City Clerk if Contractor has any questions or concerns about Contractor's duties regarding public records.

15.9 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, AND FOR ANY LAWSUIT RELATED IN ANYWAY TO THE PERFORMANCE OF, OR FORMATION OF THIS AGREEMENT.

15.10 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:

Carisse LeJeune
City of Destin
4200 Indian Bayou Trail

As to the Contractor:

Insert Name
Insert Company Name
Insert Street Address

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 29th day of SEPTEMBER, 2017.

CITY OF DESTIN

By: Carisse LeJeune
Carisse LeJeune, City Manager

ATTEST

Rey Bailey
Rey Bailey, City Clerk

SEAL

APPROVED AS TO LEGAL FORM:

Approved Via Attached Email
Jeff Burns, City Attorney

CONTRACTOR: GULF COAST ENVIRONMENTAL CONTRACTORS, INC.

[Signature]
Witness

By: [Signature]
(Signature)
Tracy Hayes
(Printed Name)

[Signature]
Witness

Its: President
(Title)

RESOLUTION 17-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, ACCEPTING AND ADOPTING THE FISCAL YEAR 2018 RIGHT-OF-WAY MAINTENANCE CONTRACT BETWEEN THE CITY OF DESTIN AND GULF COAST ENVIRONMENTAL CONTRACTORS, INC.; PROVIDING FOR AN EFFECTIVE DATE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT FOR AND ON BEHALF OF THE CITY OF DESTIN.

WHEREAS, The City of Destin desires to maintain the medians and/or right-of-ways along certain travel corridors; and

WHEREAS, the City has invested a substantial amount of funds in the landscaping plants and infrastructure in these areas; and

WHEREAS, the City does not have the personnel and equipment required to perform these services; and

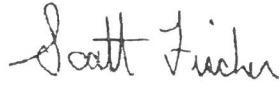
WHEREAS, The City solicited bids from qualified contractors to perform these services on behalf of the City; and

WHEREAS, the Bid Committee reviewed all bid submissions and found Gulf Coast Environmental Contractors, Inc. to be the lowest, responsible and responsive bidder;

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 Gulf Coast Environmental Contractors, Inc. to provide routine landscape maintenance of specified medians and/or right-of-ways within the Destin City Limits, effective on October 1, 2017 for a twelve month period ending September 30, 2018.

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.

SO DONE THIS THE 18TH DAY OF SEPTEMBER 2017
By:



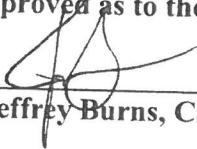
Scott Fischer, Mayor

ATTEST:



Rey Bailey, City Clerk

Approved as to the form and legal sufficiency:



Jeffrey Burns, City Attorney

BID FORM for RFB 18-02-REC**PART I** Bid submitted by:Company: Gulf Coast Environmental Contractors, Inc.Primary Contact's Name & Title: Scott Hayes, ManagerAddress: 1765 E. Nine mile Rd. Suite 1, #110City & State: Pensacola, FL Zip Code: 32514Telephone: (850) 433-6770 Fax: (850) 435-9326Number of Years in Business: 16 Email: Gcec@cox.net**PART II** Bidding RFB No. 18-02-REC, Miscellaneous Right of way Maintenance Continuing Services Contract:

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Construction, Maintenance and Utility Operations, current edition.

Section I (List your proposed annual cost (bid) for each of the six (6) locations listed as well as the total for all 8 locations.)

1. **US HIGHWAY 98** (FROM THE MARLER BRIDGE TO AIRPORT ROAD) This includes all landscaped medians and specified roadside ROW areas.

\$ 46,550.00

2. **US HIGHWAY 98** (FROM AIRPORT ROAD TO MATTHEW BLVD.) This includes all landscaped medians and specified roadside ROW areas.

\$ 27,350.00

3. **US HIGHWAY 98** (FROM MATTHEW BLVD. TO KEL WEN CIRCLE) This includes all landscaped medians and specified roadside ROW areas.

\$ 14,550.00

4. **US HIGHWAY 98** (FROM KEL WEN CIRCLE TO THE WALTON COUNTY LINE) This includes all landscaped medians and specified roadside ROW areas.

\$ 46,550.00

5. **MOUNTAIN DRIVE:** From Stahlman Avenue to Benning Drive to include all medians and all roadside ROWs to the south of Mountain Drive between the sidewalk and Mountain Drive; to include all roadside ROWs to the north of Mountain Drive; to include the Benning Dr./Mountain Dr. roundabout and to include the ROW areas extending approximately 200 feet to the north, 200 feet to the south and 200 feet to the east of the Benning Dr./Mountain Dr. roundabout-intersection.

\$ 9,500.00

6. **MAIN STREET:** From Harbor Blvd/HWY 98 to approximately 150 feet north of the Airport Road/Main Street intersection to include the area of Main St. in front of the American Legion. This includes all medians and all roadside ROWs between the sidewalk and Main Street.

\$ 5,000.00

7. **LEGION DRIVE:** From Main Street to Beach Drive to include all medians and all roadside ROWs between the sidewalk and Legion Drive.

\$ 2,000.00INITIALS of PROPOSER: JCH

8. **AIRPORT ROAD:** From Harbor Blvd./Highway 98 to Main Street to include all medians, and to include all roadside ROWs between the sidewalk and Airport Road.

\$ 17,500.⁰⁰

6. **SCENIC HIGHWAY 98:** (Crystal Beach) From Matthew Blvd. to the Walton County Line to include all specified medians and to include all specified roadside ROW's between the sidewalk and Scenic Hwy. 98 and to include all specified City owned parking areas along Scenic Hwy 98.

\$ 11,000.⁰⁰

Section I Total

\$ 180,000.⁰⁰

BID FORM CONTINUED ON NEXT PAGE

PROCEED TO SECTION II

INITIALS of PROPOSER.

JCH

Section II (List your bid for item B, item C and item D below.)

RFB: 18-02-REC

MISCELLANEOUS REQUIREMENTS:

- A. Contractor shall provide the designated City point of contact person with weekly maintenance reports.
- B. Hourly staff charge for miscellaneous Irrigation, Median and Right of way Repairs that is beyond the scope of the general maintenance agreement: *Prior written authorization by the City's designated representative is required prior to any work commencing.*

\$ 65.00 Per staff hour worked

- C. Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus 15 %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices for all materials and supplies consumed along with an itemized invoice. The City reserves the right to purchase items if obtainable at a lower cost than can be provided by contractor to perform work. *Prior written authorization by the City's designated representative is required prior to any work commencing.*

- D. Flat rate to replace damaged/malfunctioning irrigation heads (labor & materials.) \$ 25.00 per irrigation head.

Tracy Hayes, President
Bid Authorized By (Name and Title)

[Signature]
Authorized Bidder's Signature

8/23/17
Date

END OF BID FORM

INITIALS of PROPOSER: Jett

ATCH. 2

BID SUMMARY

RFB NO. 18-02-REC: Miscellaneous ROW/Median Landscape Maintenance Contract

	<u>ITEM</u>	<u>BRIGHTVIEW</u> (Current Contractor)	<u>GCEC, INC.</u> (Recommended)	<u>ZIIC, INC.</u>	<u>CURRENT</u> <u>CONTRACT</u>
A	TOTAL BID AMOUNT TO (ANNUAL):	\$208,431	\$180,000	\$193,421	\$ 187,788
B	Bid form	Yes	Yes	Yes	
C	List of Personnel	Yes	Yes	Yes	
D	References provided	Yes	Yes	Yes	
E	Pest Control License	Yes	Yes	Yes	
F	Public Entity Crime form	Yes	Yes	Yes	
G	Joint Ventures Agreements	No	No	No	
H	Drug free workplace signed	Yes	Yes	Yes	
I	FDOT REQUIREMENTS (Addendum)	Yes	Yes	Yes	
J	Will provide weekly reports to City	Yes	Yes	Yes	
*	<i>The following items are for additional services outside the scope of the contract: such as repairing landscape damage caused by vehicle accidents in ROWs.</i>				
K	*Hourly Staff rate for Miscellaneous work outside the scope of the contract:	\$50/ hour	\$65/ hour	\$65/ hour	\$35/hour
L	*Cost Plus ____% for miscellaneous materials used:	30%	15%	35%	20%
M	*Flat rate to replace irrigation head, including labor and materials:	\$35 per head	\$25 per head	\$20 per head	N/A

BID FORM for RFB 18-02-REC

RFB: 18-02-REC

PART I Bid submitted by:

Company: Gulf Coast Environmental Contractors, Inc.
Primary Contact's Name & Title: Scott Hayes, Manager
Address: 1765 E. Nine Mile Rd Suite 1, #110
City & State: Pensacola, FL Zip Code: 32514
Telephone: (850) 433-6770 Fax: (850) 435-9326
Number of Years in Business: 16 Email: Gcec@cox.net

PART II Bidding RFB No. 18-02-REC, Miscellaneous Right of way Maintenance Continuing Services Contract:

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Construction, Maintenance and Utility Operations, current edition.

Section I (List your proposed annual cost (bid) for each of the six (6) locations listed as well as the total for all 8 locations.)

1. **US HIGHWAY 98** (FROM THE MARLER BRIDGE TO AIRPORT ROAD) This includes all landscaped medians and specified roadside ROW areas. \$ 46,550.00
2. **US HIGHWAY 98** (FROM AIRPORT ROAD TO MATTHEW BLVD.) This includes all landscaped medians and specified roadside ROW areas. \$ 27,350.00
3. **US HIGHWAY 98** (FROM MATTHEW BLVD. TO KEL WEN CIRCLE) This includes all landscaped medians and specified roadside ROW areas. \$ 14,550.00
4. **US HIGHWAY 98** (FROM KEL WEN CIRCLE TO THE WALTON COUNTY LINE) This includes all landscaped medians and specified roadside ROW areas. \$ 46,550.00
5. **MOUNTAIN DRIVE:** From Stahlman Avenue to Benning Drive to include all medians and all roadside ROWs to the south of Mountain Drive between the sidewalk and Mountain Drive; to include all roadside ROWs to the north of Mountain Drive; to include the Benning Dr./Mountain Dr. roundabout and to include the ROW areas extending approximately 200 feet to the north, 200 feet to the south and 200 feet to the east of the Benning Dr./Mountain Dr. roundabout-intersection. \$ 9,500.00
6. **MAIN STREET:** From Harbor Blvd/HWY 98 to approximately 150 feet north of the Airport Road/Main Street intersection to include the area of Main St. in front of the American Legion. This includes all medians and all roadside ROWs between the sidewalk and Main Street. \$ 5,000.00
7. **LEGION DRIVE:** From Main Street to Beach Drive to include all medians and all roadside ROWs between the sidewalk and Legion Drive. \$ 2,000.00

INITIALS of PROPOSER: SCH

8. **AIRPORT ROAD:** From Harbor Blvd./Highway 98 to Main Street to include all medians, and to include all roadside ROWs between the sidewalk and Airport Road.

\$ 17,500.00

6. **SCENIC HIGHWAY 98:** (Crystal Beach) From Matthew Blvd. to the Walton County Line to include all specified medians and to include all specified roadside ROW's between the sidewalk and Scenic Hwy. 98 and to include all specified City owned parking areas along Scenic Hwy 98.

\$ 11,000.00

Section I Total

\$ 180,000.00

BID FORM CONTINUED ON NEXT PAGE

PROCEED TO SECTION II

INITIALS of PROPOSER:

IC+H

Section II (List your bid for item B, item C and item D below.)**MISCELLANEOUS REQUIREMENTS:**

- A. Contractor shall provide the designated City point of contact person with weekly maintenance reports.
- B. Hourly staff charge for miscellaneous Irrigation, Median and Right of way Repairs that is beyond the scope of the general maintenance agreement: *Prior written authorization by the City's designated representative is required prior to any work commencing.*

\$ 65.00 Per staff hour worked

- C. Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus 15 %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices for all materials and supplies consumed along with an itemized invoice. The City reserves the right to purchase items if obtainable at a lower cost than can be provided by contractor to perform work. *Prior written authorization by the City's designated representative is required prior to any work commencing.*

- D. Flat rate to replace damaged/malfunctioning irrigation heads (labor & materials.) \$ 25.00 per irrigation head.

Tracy Hayes, President
 Bid Authorized By (Name and Title)

[Signature]
 Authorized Bidder's Signature:

8 / 23 / 17
 Date:

END OF BID FORM

INITIALS of PROPOSER: Jett

**Gulf
Coast
Environmental
Contractors, Inc.**



Office (850) 433-6770

Cell (850) 776-9712

Fax (850) 435-9326

1765 E. Nine Mile Road, Suite 1, #110 Pensacola, FL 32514

LIST OF EQUIPMENT

Mowers (36 Units)

<i>Quantity</i>	<i>Model #</i>	<i>Description</i>
1	STT61V-27CH	61" Scag Mower
6	STT61-35BVAC	61" Scag Mower
1	STT-35BVAC	72" Scag Mower
1	STC52-27CVSS	52" Scag Mower
2	THP19-KAE523	52" Walk behind Toro Mower
8	STT61V-35BVAC	61" Scag Mower
12	STT11-61V-35BV	61" Scag Mower
1	STT11-72V-35BV	72" Scag Mower
1	SMT-52V	52" Scag Mower
1	ECX180CKA21000	21" Ex-Mark self-propelled Mower
1	ECS180CKA30000	30" Ex-Mark self-propelled Mower
1	911174	21" Gravely self-propel mower

Weed Eaters (28 Units)

<i>Quantity</i>	<i>Model #</i>	<i>Description</i>
24	FS110R	Stihl
4	FS90R	Stihl

Edgers (16 Units)

<i>Quantity</i>	<i>Model #</i>	<i>Description</i>
6	FC95	Stihl
10	FC90	Stihl

Blowers (19 Units)

<i>Quantity</i>	<i>Model #</i>	<i>Description</i>
17	BR600 Magnum	Stihl
1	F9025	Billy Goat
1	BG55z	Stihl

Hedge Trimmers (9 Units)

<i>Quantity</i>	<i>Model #</i>	<i>Description</i>
4	HL100k	Stihl
4	HS45	Stihl
1	HL90	Stihl

Backpack Sprayers (6 Units)

<i>Quantity</i>	<i>Model #</i>	<i>Description</i>
6	5620	Stihl (4 gal.)

Pole saw (2 Units)

<i>Quantity</i>	<i>Model #</i>	<i>Description</i>
1	HT101	Stihl
1	HT130	Stihl

Chainsaw (2 Units)

<i>Quantity</i>	<i>Model #</i>	<i>Description</i>
1	P3314	Poulan
1	MS 193	Stihl

Concrete Equipment (3 Units)

<i>Quantity</i>	<i>Description</i>
1	Norton Concrete Saw
1	Stihl Handheld Concrete Saw
1	Portable Concrete Mixer
Several	Concrete Finishing Tools

Heavy Equipment (2 Units)

<i>Quantity</i>	<i>Model #</i>	<i>Description</i>
1	RTV900	Kubota w/ 100 gal. spray tank system
1	S800TX	Vermeer Mini Skid Steer

Vehicles (15 Units)

<i>Quantity</i>	<i>Model #</i>	<i>Description</i>
1	W4500	GMC w/ Landscape Bed
3	2500	2006 Chevrolet Extended Cab
1	3500	2007 Chevrolet w/ Utility Bed
2	2500	2013 Chevrolet Extended Cab
1	F150	2013 Ford Extended Cab
1	2500	2008 Chevrolet Extended Cab
1	F250	2008 Ford F250 Extended Cab
1	3500	2003 Chevrolet w/ Flat Bed
1	2500	2003 Chevrolet w/ Utility Bed
1	F250	2003 Ford w/ Utility Bed
1	F700	1992 Ford Dump Truck
1	12 Passenger Econoline	2010 Ford Van

Trailers (18 Units)

<i>Quantity</i>	<i>Model #</i>	<i>Description</i>
1	20' Heavy Duty	2017 Big Tex Heavy Duty Trailer
1	18'	2006 Big Tex Utility Trailer
1	16'	2007 Big Tex Utility Trailer
1	14'	2006 Big Tex Utility Trailer
1	10'	2006 Big Tex Utility Trailer
1	7' x 14' Dump	2014 Big Tex Dump Trailer
2	14'	2014 Big Tex Utility Trailer
2	7' x 16' Enclosed	2014 Freedom Enclosed Trailer

Trailers (18 Units), continued...

<i>Quantity</i>	<i>Model #</i>	<i>Description</i>
3	7' x 20' Enclosed	2015 Freedom Enclosed Trailer
3	7' x 16' Enclosed	2017 Freedom Enclosed Trailer
1	16'	2017 Big Tex Utility Trailer
1	18'	2017 Big Tex Utility Trailer

Several Shovels, Rakes, Easy Grabbers, other small handheld tools & equipment, etc.

Additional equipment to be purchased & rented or leased, as necessary.

**Gulf
Coast
Environmental
Contractors, Inc.**



1765 E. Nine Mile Road, Suite 1, #110 Pensacola, FL 32514

Office (850) 433-6770

Cell (850) 776-9712

Fax (850) 435-9326

STAFFING LEVELS & PROCEDURES TO ENSURE QUALITY SERVICE

Staff-

Tracy Hayes President 16 Years Experience

- **Limited Commercial Landscape Study, Course Completed 10/2001**
- **Member of Florida Nursery, Growers & Landscape Association**

Scott Hayes Project Manager/Quality Control 21 Years Experience

- **Member of Florida Nursery, Growers & Landscape Association**
- **Hazardous Material Technician, Course Completed 3/2004**
- **CPR Certified, Course Completed 3/2004**
- **Limited Commercial Landscape Study, Course Completed 12/2011**
- **Landscape Continuing Education, 4 Credits Completed 12/2012**
- **Landscape Continuing Education, 4 Credits Completed 12/2013**
- **Landscape Continuing Education, 4 Credits Completed 12/2014**
- **Landscape Continuing Education, 4 Credits Completed 12/2015**
- **Landscape Continuing Education, 4 Credits Completed 12/2016**

Kyle Brown Office Manager/Quality Control 10 Years Experience

- **Bachelor of Science Degree, Completed 5/2001**
- **Limited Commercial Landscape Study, Course Completed 12/2013**
- **Limited Commercial Fertilizer Applicator, Certification Received 12/2013**
- **FL Green Industries Best Management Practices, Course Completed 12/2013**
- **Landscape Continuing Education, 4 Credits Completed 12/2014**
- **Landscape Continuing Education, 4 Credits Completed 12/2015**
- **Landscape Continuing Education, 4 Credits Completed 12/2016**
- **State of Florida Licensed Commercial Applicator, Certificated Received 11/2015**
- **FDOT Maintenance of Traffic (MOT), Course Completed 6/2017**

Lauren Merts Office Assistant 3 Years Experience

- **High School Diploma**
- **Bachelor of Science Degree, scheduled for completion May 2017**

Tim McDonough Equipment Operator/Chemical Applicator 23 Years Experience

- **High School Diploma**
- **Limited Commercial Landscape Study, Course Completed 12/2013**
- **FL Green Industries Best Management Practices, Course Completed 12/2013**
- **Limited Commercial Fertilizer Applicator, Certification Received 12/2013**
- **Landscape Continuing Education, 4 Credits Completed 12/2014**
- **FDOT Maintenance of Traffic (MOT), Course Completed 12/2013**
- **Landscape Continuing Education, 4 Credits Completed 12/2015**
- **Landscape Continuing Education, 4 Credits Completed 12/2016**

Rodney Tanton Chemical Applicator 6 Years Experience

- **High School Diploma**

Terry Lucas Supervisor/Chemical Applicator 10 Years Experience

- **High School Diploma**
- **FL Green Industries Best Management Practices, Course Completed 12/2013**
- **Limited Commercial Fertilizer Applicator, Certification Received 1/2014**

Raul Mosqueda Crew Foreman 14 Years Experience

- **High School Diploma**
- **FDOT Certified Driver (Medical Card)**

Mario Celio Crew Foreman 10 Years Experience

- **High School Diploma**

Richard Rice Crew Foreman 15 Years Experience

- **High School Diploma**

Steven Davis Crew Foreman 10 Years Experience

- **High School Diploma**

Brandon Jones Crew Foreman 5 Years Experience

- **High School Diploma**

Fermin Guzman Crew Foreman 11 Years Experience

- **High School Diploma**

Fernando Hernandez Crew Foreman 10 Years Experience

John Marshall Crew Foreman 7 Years Experience

Juan Torres Jr. Crew Foreman 7 Years Experience

Kevin Ellis Mechanic 33 Years Experience

- **High School Diploma**
- **33 Years on-the-job Training**

Herbert Pilon Mechanic 30 Years Experience

- **High School Diploma**
- **Certified Welder & Fabrication, Pensacola State College**
- **Certified Small Engine Technician, NAS Pensacola**
- **30 Years on-the-job Training**

25+ Positions General Labor Ranges from 1-15 Years Experience

Procedures to Ensure Services, as specified-

All work is coordinated through our Office Manager. The Office Manager and the Project Manager are responsible for overseeing the work of all crews. They will visit each site serviced on a regular basis to verify that all assignments are being completed as required. They will ensure that all contract specifications are met, as well as ensure the quality of service that has been provided.

On the Destin contract, we intend to assign 1 full time, 5 person crew to routinely service all sites. This crew will consist of 1 Crew Foreman & 4 General Laborers. In addition, we will assign 1 full time employee for trash pick up, chemical spraying & irrigation repair. Additional employees and crews may be added, as necessary.

All employees have cell phones for communication. We also have 2 mechanics on staff and on call to handle any equipment issues, either on site or in shop. The mechanics ensure that the crew's equipment has as little down time as possible, thus allowing the crews to work more efficiently.



LIST OF SIMILAR WORK PERFORMED FOR OTHER ORGANIZATIONS

- 1. Contract Owner:** Broadspectrum
Contact Name: Mark Norris
Address: 3050 Copter Road, Pensacola, FL 32514
Telephone: 850-728-8949
Fax: 850-494-1860
Email: mark.norris@broadspectrum.com

Contract Description: Mowing & Litter Removal on FDOT Right of Ways
Dates of Service: 2016 - CURRENT
Total Value of Contract: \$300,000.00 +
- 2. Contract Owner:** City of Pensacola Neighborhood Services
Contact Name: Bill Kimball
Address: 222 West Main Street, Pensacola, FL 32502
Telephone: 850-380-9583
Fax: 850-436-5199
Email: bkimball@cityofpensacola.com

Contract Description: Admiral Mason Storm Water Park Maintenance
Dates of Service: 2015 - CURRENT
Total Value of Contract: \$30,000.00+

Contract Description: Zone 1 Landscaping Maintenance
Dates of Service: 2015 - CURRENT
Total Value of Contract: \$300,000.00+

Contract Description: CRA Park Landscaping Maintenance Contract
Dates of Service: 2015 - CURRENT
Total Value of Contract: \$100,000.00+

Contract Description: Grounds Maintenance at Quadrant III City Parks
Dates of Service: 2012 - 2014
Total Value of Contract: \$150,000.00+

Contract Description: Grounds Maintenance at Quadrant IV City Parks
Dates of Service: 2012 - 2014
Total Value of Contract: \$150,000.00+

3. Contract Owner: Gulf Power Southern Company
Contact Name: Kyle Coon
Address: One Energy Pl, Pensacola, FL 32520
Telephone: 850-572-9691
Fax: 850-444-6822
Email: klcoon@southernco.com

Contract Description: Landscape Maintenance at Various Sites
Dates of Service: 2015 - CURRENT
Total Value of Contract: \$125,000.00 +

Contract Description: Emergency Landscape Repair at Various Sites
Dates of Service: 2014 - CURRENT
Total Value of Contract: \$ 20,000.00+

4. Contract Owner: Escambia County Parks & Recreation
Contact Name: Adam Reed
Address: 1651 East Nine Mile Rd, Pensacola, FL 32514
Telephone: 850-475-5220
Fax: 850-475-5224
Email: awreed@co.escambia.fl.us & awreed@myescambia.com

Contract Description: Grounds Maintenance at Emerald Shores Subdivision
Dates of Service: 2009 - CURRENT
Total Value of Contract: \$125,000.00+

Contract Description: Grounds Maintenance at Southwest Complex & Baars Field
Dates of Service: 2017 - CURRENT
Total Value of Contract: \$ 50,000.00+

Contract Description: Grounds Mowing & Trimming for Athletic Parks
Dates of Service: 2014 – 2016
Total Value of Contract: \$125,000.00+

Contract Description: Grounds Mowing & Trimming throughout Escambia County
Dates of Service: 2004 – 2006
Total Value of Contract: \$800,000.00+

5. Contract Owner: School District of Okaloosa County
Contact Name: Steve Bolton
Address: 461 W. School Ave, Crestview, FL 32536
Telephone: 850-833-3534
Fax: 850-833-4176
Email: boltons@mail.okaloosa.k12.fl.us & boltons@okaloosaschools.com

School District of Okaloosa County, continued...

Contract Description: **Grounds Maintenance Services at Multiple Schools**
Dates of Service: **2013 - 2017**
Total Value of Contract: **\$1,000,000.00+**

Contract Description: **Grounds Maintenance Services at County Schools**
Dates of Service: **2010 – 2012**
Total Value of Contract: **\$500,000.00+**

**Gulf
Coast
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Fax (850) 435-9326

1765 E. Nine Mile Road, Suite 1, #110 Pensacola, FL 32514

COMPANY REFERENCES

- 1. Contract Owner:** Broadspectrum
Contact Name: Mark Norris
Address: 3050 Copter Road, Pensacola, FL 32514
Telephone: 850-728-8949
Fax: 850-494-1860
Email: mark.norris@broadspectrum.com

Contract Description: Mowing & Litter Removal on FDOT Right of Ways
Dates of Service: 2016 - CURRENT
Total Value of Contract: \$300,000.00 +
- 2. Contract Owner:** City of Pensacola Neighborhood Services
Contact Name: Bill Kimball
Address: 222 West Main Street, Pensacola, FL 32502
Telephone: 850-380-9583
Fax: 850-436-5199
Email: bkimball@cityofpensacola.com

Contract Description: Admiral Mason Storm Water Park Maintenance
Dates of Service: 2015 - CURRENT
Total Value of Contract: \$30,000.00+

Contract Description: Zone 1 Landscaping Maintenance
Dates of Service: 2015 - CURRENT
Total Value of Contract: \$300,000.00+

Contract Description: CRA Park Landscaping Maintenance Contract
Dates of Service: 2015 - CURRENT
Total Value of Contract: \$100,000.00+

Contract Description: Grounds Maintenance at Quadrant III City Parks
Dates of Service: 2012 - 2014
Total Value of Contract: \$150,000.00+

Contract Description: Grounds Maintenance at Quadrant IV City Parks
Dates of Service: 2012 - 2014
Total Value of Contract: \$150,000.00+

3. **Contract Owner:** Gulf Power Southern Company
Contact Name: Kyle Coon
Address: One Energy Pl, Pensacola, FL 32520
Telephone: 850-572-9691
Fax: 850-444-6822
Email: klcoon@southernco.com
- Contract Description:** Landscape Maintenance at Various Sites
Dates of Service: 2015 - CURRENT
Total Value of Contract: \$125,000.00 +
- Contract Description:** Emergency Landscape Repair at Various Sites
Dates of Service: 2014 - CURRENT
Total Value of Contract: \$ 20,000.00+
4. **Contract Owner:** Escambia County Parks & Recreation
Contact Name: Adam Reed
Address: 1651 East Nine Mile Rd, Pensacola, FL 32514
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Fax: 850-475-5224
Email: awreed@co.escambia.fl.us & awreed@myescambia.com
- Contract Description:** Grounds Maintenance at Emerald Shores Subdivision
Dates of Service: 2009 - CURRENT
Total Value of Contract: \$125,000.00+
- Contract Description:** Grounds Maintenance at Southwest Complex & Baars Field
Dates of Service: 2017 - CURRENT
Total Value of Contract: \$ 50,000.00+
- Contract Description:** Grounds Mowing & Trimming for Athletic Parks
Dates of Service: 2014 – 2016
Total Value of Contract: \$125,000.00+
- Contract Description:** Grounds Mowing & Trimming throughout Escambia County
Dates of Service: 2004 – 2006
Total Value of Contract: \$800,000.00+
5. **Contract Owner:** School District of Okaloosa County
Contact Name: Steve Bolton
Address: 461 W. School Ave, Crestview, FL 32536
Telephone: 850-833-3534
Fax: 850-833-4176
Email: boltons@mail.okaloosa.k12.fl.us & boltons@okaloosaschools.com

School District of Okaloosa County, continued...

Contract Description: **Grounds Maintenance Services at Multiple Schools**
Dates of Service: **2013 - 2017**
Total Value of Contract: **\$1,000,000.00+**

Contract Description: **Grounds Maintenance Services at County Schools**
Dates of Service: **2010 – 2012**
Total Value of Contract: **\$500,000.00+**

Additional References Submitted, Upon Request.

ADDENDUM #1

**CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 18-02-REC
MISCELLANEOUS RIGHT-OF-WAY/MEDIAN LANDSCAPE MAINTENANCE
AUGUST 9, 2017**

This addendum forms a part of the Contract Documents and modifies the original bid dated July 25, 2017. Acknowledge receipt of this addendum in the space provided on this form. Failure to do so may subject the Bidder to disqualification. The following items shall become a part of the bidding documents for the above referenced project. Clarifications for questions below:

Contractors must hold a valid FDOT Maintenance of Traffic certification and provide evidence of the certification with their bid submittal.

END OF ADDENDUM #1

A copy of this Addendum #1 signed and acknowledged shall precede the mandatory submittal information required in RFB 18-02-REC.

Receipt of Addendum #1 is hereby acknowledged:

Tracy Hayes
Print Name

Tracy Hayes
Signature

8/9/17
Date



This Certifies that
Kyle M. Brown

Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Intermediate Course.

Date Expires: 06/20/2021

Instructor: John Swift

Certificate # 30215

FDOT Provider # 36

T2 Center/University of Florida

Phone: 352-273-1685

2100 NE Waldo Road

Gainesville,

T2cct.ce.ufl.edu

dkpage@ufl.edu



University of Florida
Transportation Institute
Florida Transportation Technology
Center (TTC)
UNIVERSITY OF FLORIDA

Certificate of Completion

Kyle M. Brown

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Intermediate Course.**

06/20/2021

Date Expires

36

FDOT Provider #

John Swift

Instructor

30215

Certificate #

UF University of Florida
Transportation Institute
Florida Transportation Technology
Transfer (T2) Center
UNIVERSITY of FLORIDA

T2 Center/University of Florida
2100 NE Waldo Road
Gainesville,
T2cft.ce.ufl.edu
dkpage@ufl.edu



For more information about Temporary Traffic
Control (TTC) or to verify this certificate

www.motadmin.com

Certificate of Completion

Tim McDonough

**Has Completed a Florida Department of Transportation
Approved Maintenance of Traffic (MOT) Intermediate
Course.**

11/20/2018

Expiration Date

36

FDOT Provider #

John Swift

Instructor

3301

Certificate #

UF University of Florida
Transportation Institute
*Florida Transportation Technology
Transfer (T2) Center*
UNIVERSITY of FLORIDA

T2 Center/University of Florida
2100 NE Waldo Road
Gainesville, FL
T2ctt.ce.ufl.edu
dkpage@ufl.edu



For more information about Maintenance
of Traffic (MOT) or to verify this
www.motadmin.com

OKALOOSA COUNTY TAX COLLECTOR
BEN ANDERSON

2016 - 2017
OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT
STATE OF FLORIDA

RECEIPT NO. 260430724183
EXPIRES SEPTEMBER 30, 2017

BUSINESS NAME GULF COAST ENVIRONMENTAL

TYPE OF BUSINESS Non-Regulated

BUSINESS ADDRESS 18 SIMON COURT
NOT LOCAL, FL 32505

MAKE CHECKS PAYABLE TO: Okaloosa County Tax Collector
P.O. Box 1387, Niceville, FL 32588

GULF COAST ENVIRONMENTAL
1765 E NINE MILE RD STE 1, #110
PENSACOLA, FL 32514

OKALOOSA COUNTY
Tax Collector
View Your Account Online



Scan Here

Scan Here

SUPPLEMENTAL	
RENEWAL	
NEW BUSINESS	
TRANSFER	0.00
ORIGINAL TAX	35.00
	0.00
AMOUNT	
PENALTY	3.50
COLLECTION COST	0.00
TOTAL	38.50

Paid 315-16001201 38.50 10/13/2016

X

SIGN AND DISPLAY AS REQUIRED

I SWEAR THAT THIS LOCAL BUSINESS TAX RECEIPT IS MADE FOR
THE BUSINESS OR PROFESSION INDICATED HEREON AND IS TRUE
AND CORRECT. THE APPLICATION MUST COMPLY WITH STATE AND
LOCAL ORDINANCE, INCLUDING ZONING.

BUSINESS TAX LICENSE

CITY OF CHIPLEY
STATE OF FLORIDA

No: 01690.1

The business identified below is licensed to engage in or manage the business, profession or occupation of:
SERVICES

Outside City Limits

*in the CITY OF CHIPLEY for the period beginning October 01, 2016
and ending September 30, 2017*

GULF COAST ENVIR. CONT., INC.
1765 E NINE MILE RD STE 1
PENSACOLA FL 32514-5480

Issued: October 17, 2016

Clerk/Cashier

NOTE: A PENALTY IS IMPOSED IF YOU DO NOT KEEP THIS LICENSE EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.

All business tax receipts expire September 30 of each year.

Contact our office either by phone at (850) 438-6500 ext 3252 or by email at

BUSINESS TAX RECEIPT
ESCAMBIA COUNTY, FL

JANET HOLLEY, CFC
Tax Collector

THIS BUSINESS TAX RECEIPT EXPIRES
SEPTEMBER 30, 2017

THE ISSUANCE OF THIS RECEIPT DOES
NOT ENSURE COMPETENCY

2016 / 2017

HOLDER IS HEREBY AUTHORIZED TO ENGAGE IN
THE BUSINESS, PROFESSION, OR OCCUPATION OF

LANDSCAPING/TREE SURGERY

**1765 E NINE MILE RD
SUITE STE 1 #110**

Paid 10/17/2016 Receipt #160-16-00215206 28.88

NO. **73349**

GROUP **30130**

TOTAL **28.88**

**GULF COAST ENVIRONMENTAL CONTRACTOR
1765 E NINE RD STE 1 #110
PENSACOLA, FL 32514**

This business tax receipt is in addition to and not in lieu of any other license
required by law or municipal ordinance and is subject to regulation
of zoning, health, contractor licensing, and other laws and codes.

OWNER: HAYES TRACY C/HAYES SCOTT

All business tax receipts expire September 30 of each year.

Contact our office either by phone at (850) 438-6500 ext 3252 or by email at

BUSINESS TAX RECEIPT
ESCAMBIA COUNTY, FL

JANET HOLLEY, CFC
Tax Collector

THIS BUSINESS TAX RECEIPT EXPIRES
SEPTEMBER 30, 2017

THE ISSUANCE OF THIS RECEIPT DOES
NOT ENSURE COMPETENCY

2016 / 2017

HOLDER IS HEREBY AUTHORIZED TO ENGAGE IN
THE BUSINESS, PROFESSION, OR OCCUPATION OF

CONCRETE CONTRACTOR

**1765 E NINE MILE RD
SUITE STE 1 #110**

Paid 10/17/2016 Receipt #160-16-00215206 28.88

NO. **73350**

GROUP **30110**

TOTAL **28.88**

**GULF COAST ENVIRONMENTAL CONTRACTOR
1765 E NINE MILE RD STE 1 #110
PENSACOLA, FL 32514**

This business tax receipt is in addition to and not in lieu of any other license
required by law or municipal ordinance and is subject to regulation
of zoning, health, contractor licensing, and other laws and codes.

OWNER: HAYES TRACY/NELSON CARL/HAYES SCOTT, HAYES

CITY OF PENSACOLA, FLORIDA

Ashton J. Hayward, Mayor

ACCOUNT # 121543

**LOCATION 251 E JOHNSON AVE
PENSACOLA, FL 32514**

030000 Motor Vehicle Permit-Outside

Post in Conspicuous Place

LOCAL BUSINESS TAX

2016 - 2017

EXPIRES : 09/30/2017

RECEIPT # 109877

OWNER(S): HAYES TRACY C

**GULF COAST ENVIROMENTAL CONTRACTOR
1765 E NINE MILE RD
SUITE 1 # 110
PENSACOLA, FL 32514**

2016 2017 **SANTA ROSA COUNTY BUSINESS TAX RECEIPT**

RECEIPT NUMBER 155-16-00205122

ACCOUNT NO.
10558

MACHINES 9024 ROOMS SEATS EMPLOYEES 8
BUSINESS TYPE SERVICE (SERVICE /LANDSCAPE-LAWN)

EXPIRES
SEPTEMBER 30, 2017

BUSINESS
ADDRESS

1765 E NINE MILE RD STE 1
SUITE #110
PENSACOLA, FL 32514
GULF COAST ENVIRONMENTAL
HAYES TRACY
GULF COAST ENVIRONMENTAL
1765 E NINE MILE RD STE 1, #110
PENSACOLA, FL 32514

RENEWAL

AMOUNT 33.75
PENALTY 3.38

TOTAL 37.13

STAN COLIE NICHOLS, TAX COLLECTOR
SANTA ROSA COUNTY, FLORIDA

THIS DOCUMENT HAS A TWO COLOR BACKGROUND AND A WATERMARK BACKSIDE

2016 2017 **SANTA ROSA COUNTY BUSINESS TAX RECEIPT**

RECEIPT NUMBER 155-16-00205122

ACCOUNT NO.
10557

MACHINES 9041 ROOMS SEATS EMPLOYEES
BUSINESS TYPE SUB CONTRACTOR (SUB CONTRACTOR/CONCRETE)

EXPIRES
SEPTEMBER 30, 2017

BUSINESS
ADDRESS

1765 E NINE MILE RD STE 1
SUITE #110
PENSACOLA, FL 32514
GULF COAST ENVIRONMENTAL
HAYES TRACY
GULF COAST ENVIRONMENTAL
1765 E NINE MILE, STE 1, #10
PENSACOLA, FL 32514

RENEWAL

AMOUNT 11.25
PENALTY 1.13

TOTAL 12.38

STAN COLIE NICHOLS, TAX COLLECTOR
SANTA ROSA COUNTY, FLORIDA

CITY OF MOBILE BUSINESS LICENSE

Mobile, Alabama

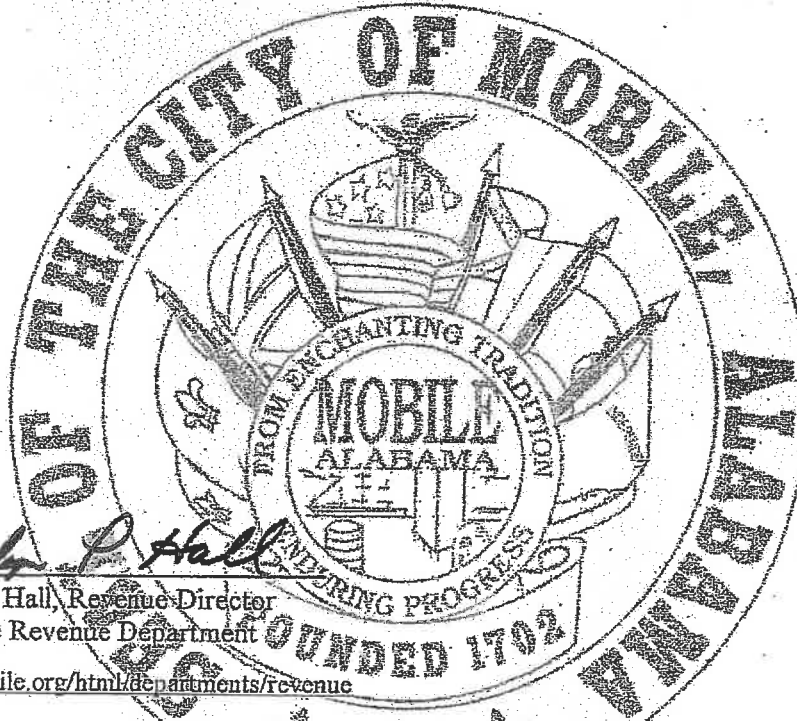
POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

GULF COAST ENVIRONMENTAL CONT M
1765 EAST NINE MILE RD STE 1
PENSACOLA FL

YEAR	LICENSE NO.
2017	084787
ISSUED	EXPIRES
01/13/2017	12/31/2017

238999 CONSTRUCTION - SPECIAL TRADES
561730 LAWN AND GARDEN SERVICE(S)



Gwendolyn P. Hall
Gwendolyn P. Hall, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/html/departments/revenue

GULF COAST ENVIRONMENTAL CONT M
1765 EAST NINE MILE RD STE 1
PENSACOLA FL 32514

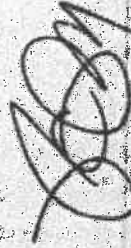
State of Florida

Woman Business Certification

Gulf Coast Environmental Contractors, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

07/15/2016 to 07/15/2018



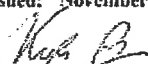
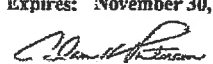
Chad Duggill, Secretary
Florida Department of Management Services



Office of Supplier
DIVERSITY

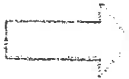
This card is your license. It authorizes you, the license holder, to purchase and apply Restricted Use Pesticides (RUPs). Please sign your card and keep it with you when applying or purchasing RUPs.



Florida Department of Agriculture and Consumer Services Pesticide Certification Office Commercial Applicator License License # CM23915	
BROWN, KYLE MICHAEL 1765 E NINE MILE RD SUITE 1, #110 PENSACOLA, FL 32514	<u>Categories</u> 3, 6, 5A
Issued: November 11, 2015  Signature of Licensee	Expires: November 30, 2019  ADAM H. PUTNAM, COMMISSIONER
The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.	

To renew a pesticide applicator license, applicators must first become recertified. Recertification is accomplished by either retaking the certification exams or accumulating Continuing Education Units (CEUs). See Table 2 in the Pesticide Applicator Certification and Licensing in Florida handbook located at <http://www.fda.usda.gov/pesticide-applicator-cert/licensing.pdf> for information on Recertification.

The bottom two cards are for your Authorized Purchasing Agents (APAs). Please sign the card in the space provided and give to your APA to sign. APAs are authorized to purchase RUPs.



**For questions, comments or concerns,
Contact us at:**

Florida Department of Agriculture and
 Consumer Services
 Pesticide Certification Office
 3125 Conner Blvd, Bldg 8
 Tallahassee, FL 32399-1650

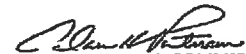
Phone: (850) 617-7870
 Fax: (850) 617-7895

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date File No. Expires
January 25, 2017 LC181742 December 31, 2017

THE COMMERCIAL LANDSCAPE MAINT. HOLDER NAMED BELOW
HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR
THE PERIOD EXPIRING: December 31, 2017

SCOTT DARWIN HAYES
1765 E NINE MILE RD STE 1 # 110
PENSACOLA, FL 32514


ADAM H. PUTNAM, COMMISSIONER

Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

SCOTT DARWIN HAYES
COMMERCIAL LANDSCAPE MAINT. HOLDER

LC181742

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING December 31, 2017


COMMISSIONER Signature

Wallet Card - Fold Here

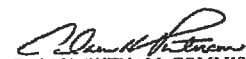
BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date File No. Expires
January 25, 2017 LC212270 December 31, 2017

THE COMMERCIAL LANDSCAPE MAINT. HOLDER NAMED BELOW
HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR
THE PERIOD EXPIRING: December 31, 2017

KYLE MICHAEL BROWN
1765 E NINE MILE RD STE 110
PENSACOLA, FL 32514

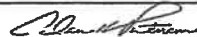

ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

KYLE MICHAEL BROWN
COMMERCIAL LANDSCAPE MAINT. HOLDER

LC212270

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING December 31, 2017


COMMISSIONER Signature

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date File No. Expires
January 25, 2017 LC212268 December 31, 2017

THE COMMERCIAL LANDSCAPE MAINT. HOLDER NAMED BELOW
HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR
THE PERIOD EXPIRING: December 31, 2017

TIMOTHY JOHN MCDONOUGH
1765 E NINE MILE RD STE 1 # 110
PENSACOLA, FL 32514


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

TIMOTHY JOHN MCDONOUGH
COMMERCIAL LANDSCAPE MAINT. HOLDER

LC212268

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING December 31, 2017


COMMISSIONER Signature

Wallet Card - Fold Here

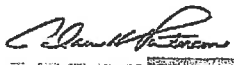
BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date December 24, 2013 File No. LF212632 Expires December 25, 2017

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: December 25, 2017

TIMOTHY JOHN MCDONOUGH
251 E JOHNSON
PENSACOLA, FL 32514


COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

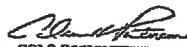
TIMOTHY JOHN MCDONOUGH

LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF212632

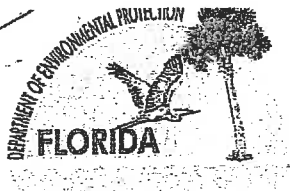
HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING December 25, 2017

Signature


COMMISSIONER

Wallet Card - Fold Here

BUREAU OF ENTOMOLOGY & PEST CONTROL
3125 CONNER BLVD, SUITE N
TALLAHASSEE, FLORIDA 32399-1650



Environmental Protection

2600 Blair Stone Road, M.S. 3570
Tallahassee, Florida 32399-2400

UF IFAS

UNIVERSITY of FLORIDA

GI-BMP Trainee ID: GV26849
Certification date: 12/11/2013

Congratulations on successfully completing the Florida Green Industries Best Management Practices Training Program. Your certificate of completion and wallet card are attached. If there are errors in the certificate, or if we can be of further assistance, please contact the GI-BMP Office of the Florida-Friendly Landscaping™ Program at gi.bmp@ifas.ufl.edu or (352) 273-4517.

Please note that this training certificate alone does not authorize you to apply fertilizer commercially after January 1, 2014. You must take additional steps to become licensed for commercial fertilizer application in the state of Florida. The Limited Urban Commercial Fertilizer Applicator Certification (state "fertilizer license") is issued by the Florida Department of Agriculture and Consumer Services (FDACS).

Apply online: <https://acsecomm.freshfromflorida.com>. The certificate number from this document is required to apply for Fertilizer Applicator Certification. For assistance contact: The Bureau of Entomology and Pest Control, (850) 617-7997

If your test score is 90% or greater, you may be eligible to become a GI-BMP Instructor:
http://fyn.ifas.ufl.edu/professionals/instructor_program.html

Test Score: 93%

Timothy J. McDonough
251 E Johnson Ave
Pensacola, FL 32514

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Timothy J. McDonough

GV26849-1

Certificate #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

GV26849

Trainee ID #



GV26849-1

Certificate #

GV26849

Trainee ID #

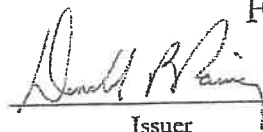
Certificate of Training Best Management Practices Florida Green Industries

UF IFAS
UNIVERSITY of FLORIDA

The undersigned hereby acknowledges that

Timothy J. McDonough

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.


Issuer

C. Stevenson
Instructor

12/11/2013
Date of Class


DEF Program Administrator

Not valid without seal

Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
December 23, 2013	LF212621	December 24, 2017

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: December 24, 2017

KYLE MICHAEL BROWN
8619 N DAVIS HWY APT 1D
PENSACOLA, FL 32514


ADAM H. PUTNAM, COMMISSIONER

BUREAU OF ENTOMOLOGY & PEST CONTROL

KYLE MICHAEL BROWN

LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF212621

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING December 24, 2017

Signature


COMMISSIONER

Wallet Card - Fold Here

BUREAU OF ENTOMOLOGY & PEST CONTROL
3125 CONNER BLVD, SUITE N
TALLAHASSEE, FLORIDA 32399-1650



Department of Environmental Protection

2600 Blair Stone Road, M.S. 3570
Tallahassee, Florida 32399-2400

UF IFAS

UNIVERSITY of FLORIDA

GI-BMP Trainee ID: GV26822
Certification date: 12/11/2013

Congratulations on successfully completing the Florida Green Industries Best Management Practices Training Program. Your certificate of completion and wallet card are attached. If there are errors in the certificate, or if we can be of further assistance, please contact the GI-BMP Office of the Florida-Friendly Landscaping™ Program at gi.bmp@ifas.ufl.edu or (352) 273-4517.

Please note that this training certificate alone does not authorize you to apply fertilizer commercially after January 1, 2014. You must take additional steps to become licensed for commercial fertilizer application in the state of Florida. The Limited Urban Commercial Fertilizer Applicator Certification (state "fertilizer license") is issued by the Florida Department of Agriculture and Consumer Services (FDACS).

Apply online: <https://aesecomm.freshfromflorida.com>. The certificate number from this document is required to apply for Fertilizer Applicator Certification. For assistance contact: The Bureau of Entomology and Pest Control, (850) 617-7997

If your test score is 90% or greater, you may be eligible to become a GI-BMP Instructor:
http://fyn.ifas.ufl.edu/professionals/instructor_program.html

Test Score: 98%

Kyle M. Brown
Gulf Coast Environmental Contractors, Inc.
18 Simon Ct
Pensacola, FL 32505

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Kyle M. Brown

GV26822-1

Certificate #

GV26822

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM



GV26822-1

Certificate #

GV26822

Trainee ID #

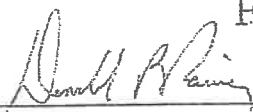
Certificate of Training Best Management Practices Florida Green Industries

UF IFAS
UNIVERSITY of FLORIDA

The undersigned hereby acknowledges that

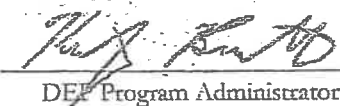
Kyle M. Brown

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.


Issuer

C. Stevenson
Instructor

12/11/2013
Date of Class


DEP Program Administrator

Not valid without seal

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
January 13, 2014	LF212744	December 28, 2017

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: December 28, 2017

TERRY MICHAEL LUCAS
18 SIMON CT
PENSACOLA, FL 32505


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

TERRY MICHAEL LUCAS

LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF212744

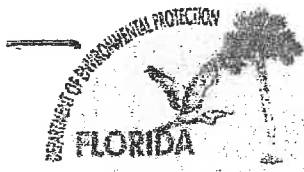
HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING December 28, 2017

Signature


COMMISSIONER

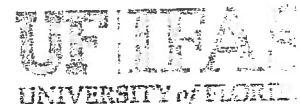
Wallet Card - Fold Here

BUREAU OF ENTOMOLOGY & PEST CONTROL
3125 CONNER BLVD, SUITE N
TALLAHASSEE, FLORIDA 32399-1650



Department of Environmental Protection

2600 Blair Stone Road, M.S. 3570
Tallahassee, Florida 32399-2400



GI-BMP Trainee ID: GV27334
Certification date: 12/24/2013

Congratulations on successfully completing the Florida Green Industries Best Management Practices Training Program. Your certificate of completion and wallet card are attached. If there are errors in the certificate, or if we can be of further assistance, please contact the GI-BMP Office of the Florida-Friendly Landscaping™ Program at gi.bmp@ifas.ufl.edu or (352) 273-4517.

Please note that this training certificate alone does not authorize you to apply fertilizer commercially after January 1, 2014. You must take additional steps to become licensed for commercial fertilizer application in the state of Florida. The Limited Urban Commercial Fertilizer Applicator Certification (state "fertilizer license") is issued by the Florida Department of Agriculture and Consumer Services (FDACS).

Apply online: <https://aesecomm.freshfromflorida.com>. The certificate number from this document is required to apply for Fertilizer Applicator Certification. For assistance contact The Bureau of Entomology and Pest Control, (850) 617-7997

If your test score is 90% or greater, you may be eligible to become a GI-BMP Instructor:
http://fyn.ifas.ufl.edu/professionals/instructor_program.html

Test Score: 88%

Terry M. Lucas
Gulf Coast Environmental Contractors, Inc.
18 Simon Ct
Pensacola, FL 32505

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Terry M. Lucas

GV27334-1

Certificate #

GV27334

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM



GV27334-1

Certificate #

GV27334

Trainee ID #

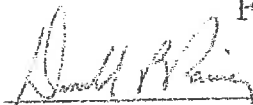
Certificate of Training Best Management Practices Florida Green Industries



The undersigned hereby acknowledges that

Terry M. Lucas

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

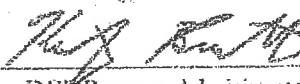

Issuer

D. Rainey

Instructor

12/24/2013

Date of Class


DIE Program Administrator

Not valid without seal

ATTACHMENT 1

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 Tracy Hayes, President of Gulf Coast Environmental Contractors, Inc. whose business address is:
1705 E. Nine Mile Rd. Suite 1, #110 Pensacola, FL 32514

and (if applicable) Federal Employer Identification Number (FEIN) is 59-3735172. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Tracy Hayes 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

INITIALS of PROPOSER: JCH

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.)

INITIALS of PROPOSER: JCH

Tracy Taylor
Authorized Signature

8/23/17
Date

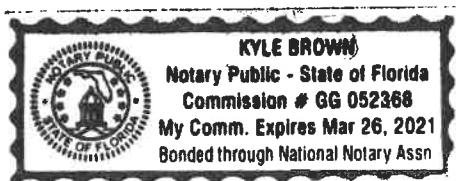
RFB: 18-02-REC

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 23 day of August, 20 17, and is
personally known to me, or has provided
_____ as identification.

KB (Seal)
Signature of Person Taking Acknowledgement

Kyle Brown
Printed Name of Person Taking Acknowledgement

Notary Public My Commission expires: 03-26-21



INITIALS of PROPOSER: SC H

**Gulf
Coast
Environmental
Contractors, Inc.**



1765 E. Nine Mile Road, Suite 1, #110 Pensacola, FL 32514

Office (850) 433-6770

Cell (850) 776-9712

Fax (850) 435-9326

August 21, 2017

City of Destin

4200 Indian Bayou Trail

Destin, FL 32541

RE: RFB No. 18-02-REC, page 6 of 25, Item F. Disclosure & Item G. Joint Ventures

Item F-

Gulf Coast Environmental Contractors, Inc. is not affiliated with any officer, director, or agent who is also a public officer or an employee of the City of Destin. Gulf Coast Environmental Contractors, Inc. is not owned by any City officers or employees.

Item G-

Gulf Coast Environmental Contractors, Inc. is not submitting its bid as a joint venture.

Respectfully submitted,



Tracy Hayes

President

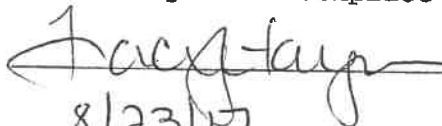
DRUG-FREE WORKPLACE CERTIFICATION

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:

8/23/17

COMPANY:

STREET ADDRESS:

CITY, STATE:

Gulf Coast Environmental Contractors, Inc.
1765 E. Nine Mile Rd. Ste. 1, #110
Pensacola, FL

INITIALS of PROPOSER:

JCH

**Gulf
Coast
Environmental
Contractors, Inc.**



Office (850) 433-6770

Cell (850) 776-9712

Fax (850) 435-9326

1765 E. Nine Mile Road, Suite 1, #110 Pensacola, FL 32514

INTRODUCTION

Gulf Coast Environmental Contractors, Inc. is a 100% Woman-Owned Corporation, organized under the laws of the State of Florida, July 2001. Our office is located in Pensacola, Florida, Escambia County. The Company currently has a total of 41 full time employees and 2 part time employees. All personnel, vehicles, and equipment are commercially equipped for safety and commercially insured. Our crews are experienced, professionally trained, uniformed and fully equipped. We are certified and licensed by the State of Florida and FDOT. In addition, our employees have undergone and successfully completed Level 2 background screenings. We also possess a TWIC badge, granted by the Department of Homeland Security, which allows our Company access to the nations maritime facilities. Gulf Coast Environmental Contractors, Inc. will travel anywhere within a 200 mile radius.

Gulf Coast Environmental Contractors, Inc. specializes in all aspects of Lawn Care, Landscaping, Tree & Shrub Trimming/Removal & Irrigation services. We also perform Concrete Installation work such as Driveways, Sidewalks, Retaining walls, Curb and Gutter, etc. We have been providing these services in the Gulf Coast Panhandle Region for over sixteen (16) years.

The majority of our contracts are with City, County, and other Governmental entities. We have held numerous contracts during the last 16 years with agencies such as the City of Pensacola, Escambia County Board of Commissioners, and the Mobile Housing Board, etc. Our contracts range anywhere from \$100.00 to \$1+ million in size, in which all work is inspected by either City, County, or State officials.

COMPANY INFORMATION

Legal Name: Gulf Coast Environmental Contractors, Inc.

Physical Address: 251 East Johnson Avenue, Pensacola, FL 32514

Mailing Address: 1765 East Nine Mile Road, Suite 1, #110 Pensacola, FL 32514

Point of Contact: Scott Hayes, Project Manager Kyle Brown, Office Manager
Cell 850-776-9968 OR Cell 850-776-9712
Scott.gcec@cox.net Kyle.gcec@cox.net

Business Size: Small Woman-Owned Business

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

Gulf Coast Environmental Contractors, Inc.

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

1765 E. Nine Mile Rd., Suite 1, 110

6 City, state, and ZIP code

Pensacola, FL 32514

Requester's name and address (optional)

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

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

Social security number

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

or

Employer identification number

5	9	-	3	7	3	5	1	7	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶ **08/23/2017**

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 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? on page 2.

By signing the filled-out form, you:

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

Lucas Insurance

1259 W. Nine Mile Rd.
Pensacola, FL 32534

August 18, 2017

To Whom It May Concern:

Gulf Coast Environmental Contractors, Inc. located in Pensacola, FL, has been insured with Lucas Insurance for over 10 years. There are no issues with their ability to be insured for the required limits concerning the Destin Project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bryan Madril', with a long horizontal flourish extending to the right.

Bryan Madril
Account Executive

* these are our current limits.



Limits to be extended, if awarded Destin contract.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If 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 Lucas Commercial Insurance, Inc 1259 W Nine Mile Rd Pensacola FL 32534	CONTACT NAME: Laura Pace PHONE (A/C, No. Ext): (850) 476-2733 FAX (A/C, No): (850) 476-2753 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A Arch Specialty Ins Co</td> <td>21199</td> </tr> <tr> <td>INSURER B Mercury Indemnity of America</td> <td>11201</td> </tr> <tr> <td>INSURER C Markel Insurance Co</td> <td>38970</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Arch Specialty Ins Co	21199	INSURER B Mercury Indemnity of America	11201	INSURER C Markel Insurance Co	38970	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															
INSURED Gulf Coast Environmental Contractors, Inc. 1765 E. Nine Mile Rd., Ste 1, #110 Pensacola FL 32514															

COVERAGES

CERTIFICATE NUMBER: CL1741102156

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			B1117713	4/20/2017	4/20/2018	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
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GENERAL AGGREGATE	\$ 2,000,000																				
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	\$																				
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			BA090000005012	3/20/2017	3/20/2018	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC0014382-06	10/5/2016	10/5/2017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>☒ PER STATUTE</td> <td>☐ OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	☒ PER STATUTE	☐ OTH-ER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
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E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			

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

Blanket Additional Insured, Primary and Non-Contributing, and Waiver of Subrogation applies if required by written contract with respects to GL.

CERTIFICATE HOLDER

Gcec@cox.net

Information Only

XXXXXXXXXX
 XXXXXXXXXXXX
 XXXXXXXXXXXX

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

Laura Pace/PACE

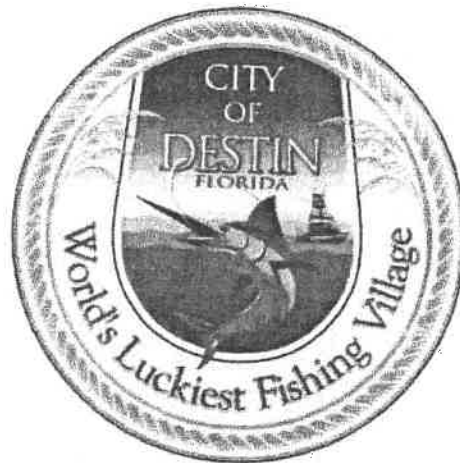
Laura Pace

CITY OF DESTIN, FLORIDA

RFB: 18-02-REC

REQUEST FOR BIDS (RFB) NO. 18-02-REC

**MISCELLANEOUS RIGHT OF WAY AND MEDIAN LANDSCAPE MAINTENANCE
CONTINUING SERVICES CONTRACT**



City of Destin, Florida
July 25, 2017


Carisse LeJeune
City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

INITIALS of PROPOSER: JCH

Checklist

The following items must be provided in order for your bid to be considered responsive

- ✓ 1. Completed bid form: Complete all requested bid information.
- ✓ 2. Years in business: Number of years your firm has been providing landscape maintenance services. 16
- ✓ 3. Location of business: Physical address of your business (and corporate office and corporate office if applicable)
- ✓ 4. Previous Work experience: List of similar work your firm performed for other organizations.
- ✓ 5. Availability: The date your firm is would be able to commence work. Monday, 10/2/17
- ✓ 6. Proof of your firm's ability to obtain required Workman's Compensation Insurance.
- ✓ 7. Completed W-9 [available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>]
- ✓ 8. Size and makeup of the crew you will assign to fulfilling the contract requirements.
- ✓ 9. Proof of adequate liability insurance
- ✓ 10. Copy of State license (if required for job)
- X 11. Copy of City license (if business office is located in Destin)
- ✓ 12. Completed Public Entity Form [ATTACHMENT 1]
- ✓ 13. Completed Drug Free Form [ATTACHMENT 2]
- ✓ 14. Signed Addenda (if applicable)
- ✓ 15. Month-by-Month chemical & fertilization program
- ✓ 16. Three Business References Minimum: Including Company name, address, telephone and contact person.
- ✓ 17. Other documents as requested in bid package

INITIALS of PROPOSER: JCH

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General map of areas to be maintained.	page 19

INITIALS of PROPOSER: JCH

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for Miscellaneous Right-of-Way (ROW) & Median Landscape Maintenance. This is a Continuing Services Contract for specified City managed properties with a one year term renewable for four additional one-year terms not to exceed five years. The Scope of Work will include, but not be limited to miscellaneous ROW landscape maintenance services to include; providing all tools, machinery, equipment, labor, incidentals, credentials and licensing required to complete the work. The successful Bidder shall be required to supply the City with copies of current Liability Insurance and Workmen's Compensation coverage. 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 No. 18-02-REC, MISCELLANEOUS ROW & MEDIAN LANDSCAPE MAINTENANCE CONTINUING SERVICES CONTRACT"**, along with the name, return address and telephone number of the bidder, no later than 2:00 p.m. CST, on Thursday, ~~August 24, 2017~~ at which time they will be opened and read aloud. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Carisse LeJeune
City Manager

INITIALS of PROPOSER: SCt

- I. PURPOSE:** The purpose of RFB No. 18-02-REC is to secure sealed Bids for providing right-of-way (ROW) and Median landscape maintenance services for specified city controlled properties. The City seeks a contractor to provide the best quality landscape maintenance service available at the most economical price. Service and good workmanship are of primary concern. Work includes but is not limited to keeping the specified property well groomed, free of litter and debris. No bid will be accepted if it offers lower standards of material and/or workmanship than is described herein.
- II. TERM:** Term of contract shall be one (1) year beginning October 1, 2017 and ending September 30, 2018 unless mutually modified and agreed upon in writing by both parties. This contract may be renewed for up to four (4) additional one (1) year terms upon the execution of a written amendment to the contract by both parties.
- III. PERFORMANCE:** It is the intention of the City to purchase landscape maintenance services as specified herein from a reputable source of supply that will give prompt and convenient service. Any failure of the successful bidder to comply with these conditions may be cause for termination of the contract upon notice by the City.
- All laborers must wear DOT approved safety vests and all vehicles parked along the ROW must be marked with traffic cones and "appropriate signage such as "Men Working" signs to be posted when performing any work adjacent to the ROWs. All landscape maintenance shall be in full compliance with the State of Florida "Manual of uniform Standards for Design, Construction and Maintenance for Streets and Highways."
- IV. SPECIFICATIONS QUESTIONS:** Any bidder in doubt as to the true meaning of any part of the specifications or related documents may submit a written request to the City for interpretation thereof. Requests for clarification must be received by the City no later than 12:00 p.m. on Thursday August 17, 2017. The bidder submitting the clarification request will be responsible for its prompt delivery, requests received after 12:00 p.m. on Thursday August 17, 2017 will not be accepted by the City. Clarification requests received prior to the deadline will be addressed by the City through an addendum, a copy of which will be provided to each registered bidder receiving a set of bid documents for RFB 18-02-REC.
- V. EXAMINATION OF SITES:** Before submitting its proposal, the bidder shall visit the locations where the proposed work will be performed in order to familiarize themselves with the nature and extent of the work and any local conditions that may in any way affect the work to be done, and the equipment, materials and labor required.
- VI. QUALIFICATIONS:**
- Bidders must have the capability to perform contracted maintenance on a timely basis and with proper equipment and supervision. The successful bidder must adhere to maintenance procedures and schedules as set forth, failure to do so shall result in contract cancellation.
- City reserves the right to make such investigations as they may deem necessary to establish the competency and financial ability of any Bidder to perform the work and if, after investigations, the evidence of Bidder's competency or financial ability is not satisfactory, the City reserves the right to reject said bid.
- 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 will not be considered.
- A. Bid Form. Your completed Bid Form (form contained within this RFB) shall precede all other required documents.

INITIALS of PROPOSER: JC

- 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. An accurate, up-to-date listing of the bidder's current maintenance equipment, including brands and model numbers. The City also requires a listing of commercial as well as residential accounts, including main contact person and phone number. Failure to include all data requested above with your bid submission may eliminate your company from the bidding process. The City reserves the right to inspect all maintenance equipment prior to contract award and to request your most recent corporate financial statement for review.
- C. References. A list of not less than three (3) references similar both in scope and type of property maintained 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 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 (Attachment #1) 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.
- X 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 an Attachment #2 certification form with the RFB submittal.
- 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, **August 24, 2017**. Bids may be mailed or delivered to the Office of the City Clerk at the address below. An original and five (5) copies of the Bid shall be submitted in a sealed envelope clearly marked "**RFB No. 18-02-REC, MISCELLANEOUS ROW/MEDIAN LANDSCAPE MAINTENANCE**" and note the time and date of the opening. Regardless of method of delivery, each responder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Bids offered or received after the time set for the Bid Opening will be rejected and returned unopened to the Bidder

INITIALS of PROPOSER: JCt

MAILING AND HAND-DELIVERY ADDRESS:

RFB: 18-02-REC

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, August 24, 2017 in the City of Destin, City Hall Council Chambers, 4200 Indian Bayou Trail, Destin, Florida. The City of Destin Bid Committee will then 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. 18-02-REC may be directed to the individuals below:

For Technical Questions

Andy Fette, Parks Supervisor
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 650-1241
afette@cityofdestin.com

OR

For Administrative Questions

Rey Bailey, City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242

- 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 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.

INITIALS of PROPOSER: JCF

- 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 \$3,000,000 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 is to be specifically included as additional 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 with a thirty (30) day notice of cancellation, ten (10) days' notice if cancellation is for nonpayment of premium.
- b. 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 renewed) or prior.
- c. The City shall be shown as an Additional Insured with a Waiver of Subrogation where appropriate.
- 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.

INITIALS of PROPOSER: *JCH*

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. RFB: 18-02-REC

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

- T. Special Conditions. Contractor agrees, should any portion(s) of the specified ROW's and/or medians associated with this RFB become unmaintainable due to any reason whatsoever including, but not limited to, roadway improvement projects, roadway repairs, utility improvements, utility repairs and natural disasters, to reduce their monthly invoice to reflect work that was not performed due to extenuating circumstances in these areas.

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SERVICE DESCRIPTION AND SPECIFICATIONS

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Construction, Maintenance and Utility Operations, current edition.

- I. TURF MAINTENANCE:** All turf within the assigned areas are to be maintained by the contractor in a manner and frequency to ensure compliance with all related FDOT and City standards at all times.

A. MOWING

Turf shall be cut on a "weekly" basis from March 1st to September 30th. Turf shall be mowed the first and third weeks of each month from October 1st to February 28th. Turf shall be mowed at a height of 1 to 4 inches as conditions dictate. No more than one third of the grass blade is to be removed when cutting.

Contractor shall be responsible for controlling excessive grass clippings within turf or mulched bed areas.

- B. EDGING:** Edging of all hardscapes and planting beds within the assigned areas are to be maintained by the contractor in a manner and frequency to ensure compliance with all related FDOT and City standards at all times.

Contractor shall be responsible for edging all curbs and walkways with a metal blade edger on a "weekly" basis from March 1st to September 30th and during the first and third weeks of each month from October 1st to February 28th. Turf bed lines are to be edged every other week with a metal blade edger. All completed edges will have a perpendicular appearance between turf and hardlines, and turf and bedlines.

Blowers will be used to clean sidewalks, curbs, and streets of organic material caused by mowing and edging. Clippings are never to be blown into the roadway or storm water drainage system.

C. MONOFILAMENT TRIM

After each weekly mowing operation, the Contractor shall use a string trimmer or similar machine to maintain grass and/or weeds that cannot be mowed with large machinery.

D. FERTILIZATION

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous turf. Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy turf.

E. TURF WEED CONTROL

Weeds are to be controlled in turf areas by mechanical, physical and chemical methods on a regular basis

INITIALS of PROPOSER: *JCH*

to ensure that all Turf areas have a maintained weed free appearance.

RFB: 18-02-REC

F. ANT CONTROL

Contractor shall be responsible for the control of Fire Ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after Fire Ants have been killed.

G. pH ADJUSTMENT

Contractor is responsible for adjusting improper pH as needed by applying up to 50 pounds per 1000 square feet of lime or up to 10 pounds of sulfur per 1000 square feet.

H. INSECT & DISEASE CONTROL

Landscape maintenance contractor shall be responsible for "weekly" inspections of the entire property and treatment of any insect or disease related problem, including mole crickets, armyworms and grubs.

I. WATER

Contractor shall be responsible for damage to items that were not reported to the City Point of Contact in writing, and will be responsible for replacement of these items.

Contractor shall be responsible for monitoring the moisture levels in turf areas and reporting any problems, in writing to the City Point of Contact.

II. SHRUB AND GROUNDCOVER MAINTENANCE: All shrubs and groundcover within the assigned areas are to be maintained by the contractor in a manner and frequency to ensure compliance with all related FDOT and City standards at all times.

A. PRUNING

All shrubs shall be hand pruned on a regular basis to remove dead and damaged wood to allow for natural development of plant material, and to create the effect intended by the City of Destin Guidelines. Pruning shall be performed through the growing months to keep the plant material aesthetically pleasing, within its boundaries and in compliance with FDOT and City standards. If necessary deep hand pruning and/or structure pruning shall be performed "once a year" during the dormant months. Structure pruning shall be defined as using hand pruners, hand saws, and/or loppers to prune old wood and prune behind multiple breaks to maintain proper proportions, promote interior growth, and an aesthetically pleasing appearance. Removal of up to 50% of the height and foliage of plants shall take place during these pruning's if conditions present its self.

B. FERTILIZATION

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous shrubs. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy shrubs.

C. BED WEED CONTROL

Weeds shall be controlled in bed areas on a regular basis by mechanical, physical and chemical

INITIALS of PROPOSER: *scf*

methods. **Bed areas should have a maintained weed free appearance.**

D. INSECT AND DISEASE CONTROL

Contractor shall be responsible for "weekly" inspections of the entire property and treatment of any insect or disease related problems.

E. WATER

Contractor shall be responsible for monitoring the moisture levels in bed areas and reporting any problems, in writing, that may be present during the maintenance visit.

Contractor shall be responsible for damage to plants that were not reported to the City of

III. TREE MAINTENANCE: All trees within the assigned areas are to be maintained by the contractor in a manner and frequency to ensure compliance with all related FDOT and City standards at all times.

A. PRUNING

Contractor shall be responsible for maintaining all trees such that no branches/limbs will overhang on sidewalks and parking areas lower than eight feet from the ground. Lower branching on all trees shall be pruned as needed, to keep them elevated to a uniform height and in compliance with all FDOT and City standards. Maximum height for this pruning shall be no more than fifteen (15) feet. Trees located in natural area shall be pruned only when their growth habit effects formal, maintenance areas. Limbs and branches are to be removed from property. All sucker growth from trunk and base of trees shall be removed "as needed" or as required to maintain a clean appearance.

Contractor will be responsible for pruning all ornamental trees such as, but not limited to, Wax Myrtles, Crape Myrtles, Photinias, American Hollies, Fosteri Hollies, Savannah Hollies, Burfordii Hollies, Nellie-R-Stevens Hollies, Ligustrums, East Palatka Hollies, Tree form Oleanders. Pruning will include the shaping of all heads, removal of conflicting branches and removal of interior sucker growth.

Palm Pruning:

All Palms shall be pruned "Annually" and as needed to remain in compliance with FDOT and City standards. Pricing shall be included in original bid proposal. and shaped as required, removing dead fronds and spent seed pods. Palms should not be severely pruned. All Palms should be pruned at a 90 degree angle, no "carrot topping." Palms are to be thoroughly detailed with all fronds trimmed to lateral position and removal of all seed heads.

B. FERTILIZATION

Contractor shall follow Palm tree fertilization frequencies listed in guidelines. Contractor is required to notify City Point of Contact and make recommendations, in writing, of all other trees that may need supplemental fertilization. Palms are to be fertilized as called for using fertilizers especially formulated for Palms.

C. pH ADJUSTMENT

INITIALS of PROPOSER: *JCH*

If needed contractor is responsible for adjusting improper pH by applying up to 50 pounds per 1000 square feet of lime or up to 10 pounds of sulfur per 1000 square feet.

D. INSECT AND DISEASE CONTROL

Contractor shall be responsible for "weekly" inspections of the entire property and treatment of any insect or disease related problems.

E. WATER

Contractor shall be responsible for monitoring the moisture levels in bed areas and reporting any problems in writing that may be present during the maintenance visit.

Contractor shall be responsible for damage to trees that were not reported to the City of Destin in writing, and will be responsible for replacement of these items. Contractor shall not be responsible for the watering of any trees unless plant material is under warranty.

F. STAKING

Staked trees shall be re-staked and adjusted as often as necessary. Stakes shall be adjusted and/or removed when deemed appropriate by Contractor. However, trees that need to be re-staked utilizing specialized equipment and crews shall be done at a mutually agreed upon price, submitted in writing for review and approval.

IV. MULCHING FOR TREE AND SHRUB BED AREAS

- A.** Contractor will be responsible for one (1) complete application of grade A pine straw mulch which will occur in the month of February. Mulch is to be spread at a minimum depth of 3 inches such that none of the old or previously laid mulch is visible.

Contractor is responsible for accurate measurement of all bed areas and tree circles as part of the bid process. **Contractor is responsible for spot mulching of any bare soil areas that have resulted due to underestimation of mulch or landscape maintenance performance i.e., mower damage around bed lines, etc.**

All bales are to be red in color and free of sticks, pine cones, and other debris when the installation is complete.

B. TRENCHING

Bed line edges shall be trenched and beveled at a depth of three inches along bed areas that are bordered by sidewalks, curbs. All beds bordered by turf shall be defined by creating a 1" beveled trench, with smooth, symmetrical, and parallel bed lines. A 3" deep trench is not required along turf bed lines. Tree well root ball rings within turf areas are to be made uniform in diameter to be consistent with similar varieties within that location.

V. GENERAL SITE MAINTENANCE: TRASH, WEED CONTROL AND DEBRIS DISPOSAL

INITIALS of PROPOSER: JCH

A. CLEAN UP PROCEDURES

As a part of each "Daily" maintenance visit, a general clean-up program will occur. The clean-up program shall involve daily policing of all maintained areas for the removal of paper, cans, bottles, sticks, cigarette butts, leaves, and other debris.

B. WEED CONTROL

All specified planting beds, parking lot areas, curb and gutters, driveways and parkways areas shall be maintained weed free.

C. DISPOSAL OF DEBRIS

All debris shall be disposed of offsite.

D. SEVERE WEATHER CLEAN UP

In the event of a natural disaster, such as a hurricane or tornado, the Contractor shall not be responsible for any clean-up operation outside of the agreed maintenance contract. If City of Destin elects, they may request that the maintenance contractor utilize dedicated man hours for the purpose of severe weather clean up.

E. TYPICAL WEATHER CLEAN UP

Contractor shall be responsible for debris cleanup deposited by typical weather conditions.

VI.**PLANT MATERIAL DISPOSAL****A. REMOVAL**

Dead plant material, not requiring general tree surgeon practices for removal shall be removed and disposed of immediately by the Contractor.

B. REPLACEMENT

The Contractor shall contact and advise the Owner, in writing, of possible replacements. Plant replacement necessitated by negligence of the Contractor shall be the sole responsibility of the Contractor.

VII.**IRRIGATION SYSTEMS****A. IRRIGATION INSPECTION**

Contractor agrees to monitor, adjust and manage all automatic irrigation systems as to proper frequency, duration, and operation of supplemental watering. Contractor shall be responsible for performing minor adjustments and services such as: flow control, radius adjustment, nozzle cleaning, sprinkler height, and level adjustment as a part of this contract.

Contractor shall provide City timely notification of malfunctions or damage to the system's integrity beyond the basic maintenance requirements of the contract. Contractor shall provide a written proposal

INITIALS of PROPOSER:

JCH

including itemized costs to the City. Upon City's approval, Contractor shall effect the repairs agreed upon and upon completion of work submit an itemized invoice including staffing hours, quantity, types and costs of materials used to complete the repairs. Should it be determined that damage is cause of negligence by the Contractor, the Contractor shall pay the cost of such repair. Cost may be paid directly by Contractor or deducted from payments due to the Contractor.

Contractor shall be responsible for performing a complete irrigation evaluation at Commencement of Contract and monthly thereafter. Contractor shall be required to furnish City of Destin Point of Contact with a summary of each clock and zone operation after each inspection. Contractor shall furnish recommendations for repair and improvements to the systems with an itemized cost for proposed work. Irrigation clocks shall have each zone identified within thirty (30) days of Commencement of Contract.

VIII.

FERTILIZATION, HERBICIDE AND INSECTICIDE USE

- A. All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with label and instructions. Applications must comply with all state and federal regulations. The specifications are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide label, the label instructions shall govern.
- B. Contractor will be responsible for applying chemicals and fertilizers. The following rates are general guidelines and are to be used as such. Contractor is totally responsible for furnishing the City of Destin with healthy, vigorous plant material throughout the term of the contract.
- C. Chemical forms may vary with weather conditions.
- D. Contractor will be responsible for controlling any insect, disease, or nutrient problems that may occur during the year.
- E. The Contractor will be responsible for taking general and micro-nutrient tests of turf and shrub bed areas when deemed necessary. The City of Destin Point of Contact shall receive copies of test results and a list of actions to be taken by Contractor to correct all problems identified by the report within 45 days of the execution of the contract.
- F. The Contractor will be responsible for making any extra visits necessary during the year to correct any problems which may occur during the duration of the contract.
- G. Contractor will be responsible for applications of any other nutrients that should be applied to maintain a balanced soil
- H. Contractor will take full responsibility for replacing any plant material that is damaged by improper application or lack of timely application of nutrients that are necessary to maintain healthy plant material

IX.

Weekly Activity Reports

Contractor must email a Weekly Activity Summary Report to the City's liaison each Monday. The report must specify the date, location, all routine and non-routine services completed during the previous week. It shall also include a description of work required but not performed by the contractor and the reason why the work was not completed. Reports shall also include any issues and/or problems encountered

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during the previous week.

X.

Deductions

The City shall withhold payment for work required of the contractor but not performed by the contractor in any given month during the term of the contract.

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City of Destin Right of Way and Medians

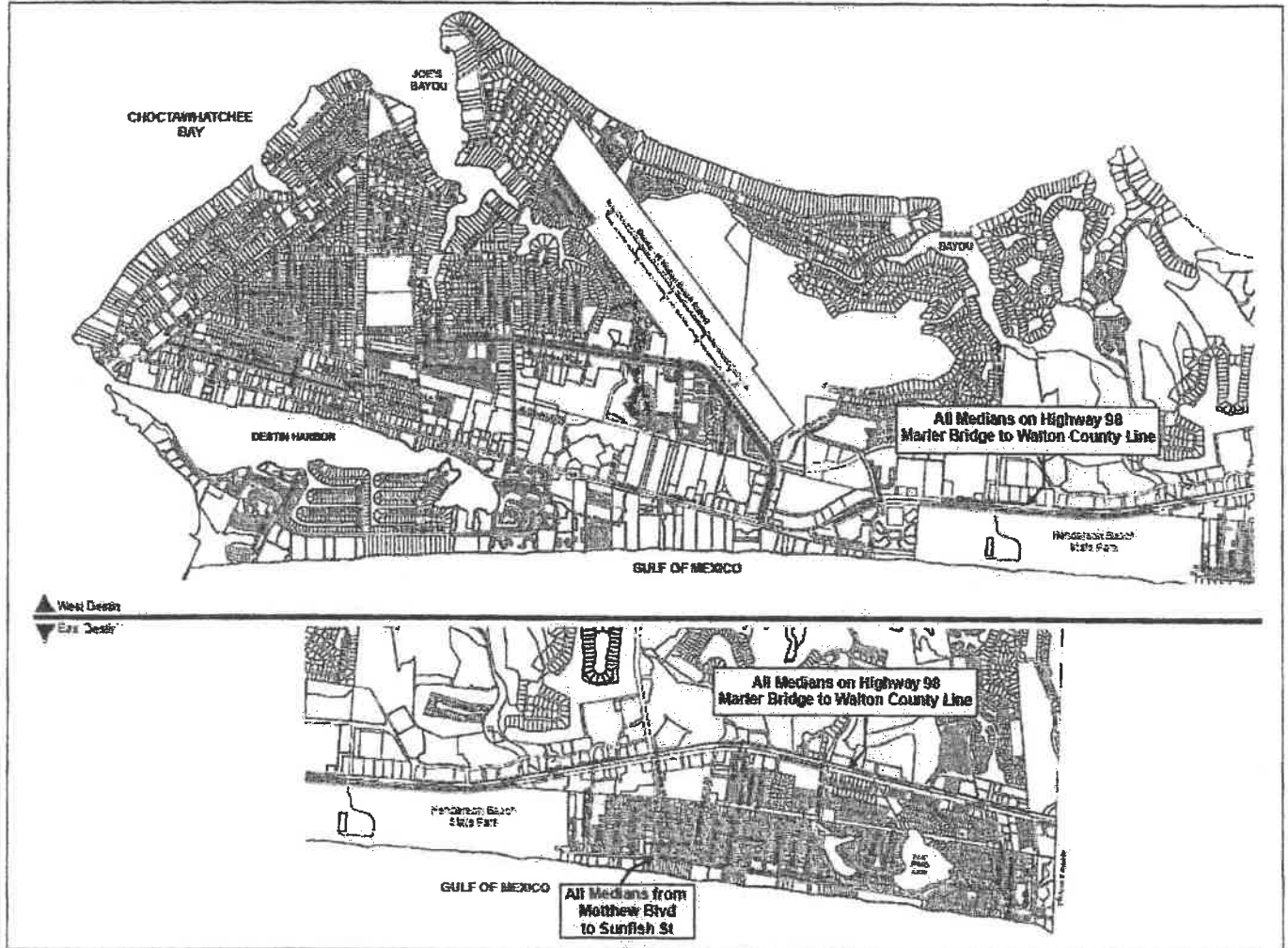
LANDSCAPE MAINTENANCE ITEMIZED FUNCTION FREQUENCIES REQUIREMENTS

FUNCTION	FREQUENCY (PER YEAR)
Mow	48
Edge (Bedlines)	24
Edge (Hardlines) <i>Must meet FDOT requirements</i>	48
Monofilament Trim	48
Bed Weed Control	48
Shrub/Groundcover Trim <i>Must meet FDOT requirements</i>	12
Tree Pruning <i>Must meet FDOT requirements</i>	PER FDOT Requirements
Palm Pruning <i>Must meet FDOT requirements</i>	1 Minimum
Debris Policing and Disposal (all Properties)	Daily
Ant Control	48
Insect/Disease Control	52
Irrigation Inspection (Visually During Each Service)	52
Palm Fertilization	1
Tree Fertilization	As needed
Shrub Fertilization	As needed
Groundcover Fertilization	As needed
Bermuda Turf Fertilization	6
Turf Weed Control	52

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JCH

General Map of Contracted ROW/Median Maintenance Areas



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Florida

State of

Department of Agriculture and Consumer Services
Bureau of Entomology and Pest Control

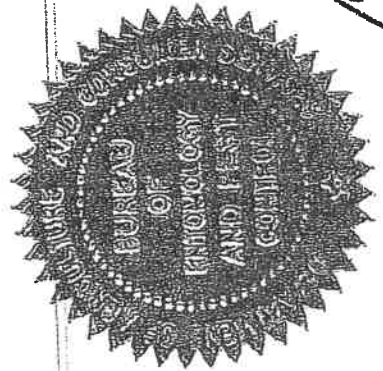
CERTIFIED PEST CONTROL OPERATOR

Number: JF158553

JOHN LESTER LIGHTSEY

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

General Household Pest and Rodent Control, Lawn and Ornamental, Termite and Other WDO Control



*in conformity with an Act of the Legislature of the State of Florida regulating the
practice of Pest Control and imposing penalties for violations.*

*In Testimony Whereof, Witness this
signature at Tallahassee, Florida on June 29, 2009*

Charles H. Bronson
Chief Bureau of Entomology and Pest Control

Charles H. Bronson

Charles H. Bronson
Commissioner of Agriculture

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Eric Ludgate

GV8272-1

GV8272

Certificate #

Trainee ID #

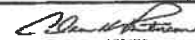
**GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM**

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

**ERIC CHRISTOPHER LUDGATE
CERTIFIED PEST CONTROL OPERATOR**

JF127388

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING June 1, 2018


COMMISSIONER

Signature

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

877-97 ENSEC

877-973-6732

WWW.ENSEC.NET

SERVICE@PEST.COM


 BillTo
GCEC

 ServiceAddress
City Of Destin
Sections #1-4 Hwy 98
Section #8 Airport Rd
Section #7 Legion Rd

ENCL. BRANCH

OnSite Contact Info

LAWN CARE							TREE SHRUB CARE					OTHER LAWN SERVICES						\$ /Service Month
Fertilization	Insect Control	Fungicide	Potassium	Pre-emergent weed	Post-emergent weed	Price	Fertilization	Insect control	Disease control	Horticultural Oil	Price	Fire Ant	Top Dressing	Aeration	Lime	Other(See Special Recommendations)	Price	
January							January					January						0
February	✓			✓	✓		February					February						0
March							March					March						0
April	✓	✓		✓	✓		April					April						0
May							May					May						0
June	✓	✓		✓	✓		June					June						0
July							July					July						0
August	✓	✓		✓	✓		August					August						0
September							September					September						0
October	✓	✓		✓	✓		October					October	✓					0
November							November					November						0
December	✓			✓	✓		December					December						0
Lawn SubTotal						\$ 0.00	Tree Shrub SubTotals				\$ 0.00	Other Subtotal					\$ 0.00	

SPECIAL RECOMMENDATIONS

Price includes treatment of all irrigated median turf areas in sections #1-4, all median turf areas and all areas between sidewalk and street for section #7, and all median turf areas and all areas between sidewalk and street for section #8. Turf program includes fertilization, weed control, turf damaging insect control, and fungicide as needed. October fire ant treatment is a one time treatment(fipronil) that lasts 52 weeks that includes turf and bed areas. Alternative fire ant treatment would be extinguish plus. This would require 4 treatments annually and would run \$4288(\$1072 x 4) for turf areas only.



Rep Signature *[Signature]* date 8/21/17 Customer Signature date 8/21/17

Lawn Subtotal \$ 0.00
Tree Shrub Subtotal \$ 0.00
Other Subtotal \$ 0.00
Payment Terms 12 \$ 0.00
Total Annual Service Amt \$ 0.00

The Bermuda lawn care program consists of six standard treatments to be applied in every other month intervals. The following outlines products and rates that comprise each application. Macronutrient and micronutrient rates are in pounds per thousand square feet.

October: .75 pounds Nitrogen, .5 pounds of Potassium, Bifen I/T(insecticide), Simazine(pre emergent for winter annual weeds), MSM(broadleaf weed control), and Lontrel(broadleaf weed control).

December: .5 pounds of Potassium, Simazine(pre emergent for winter annual weeds), MSM(broadleaf weed control), and Lontrel(broadleaf weed control).

February: .25 pounds of Nitrogen, .5 pounds of Potassium, Prodiamine(pre emergent for summer weeds), MSM(broadleaf weed control), and Speedzone Southern(broadleaf weed control).

April: .75 pounds of Nitrogen, .25 pounds of Potassium, Iron 4oz, Bifen I/T(insecticide), Prodiamine(pre emergent), MSM(broadleaf weed control), and Speedzone Southern(broadleaf weed control).

June: .75 pounds of Nitrogen, .25 pounds of Potassium, Iron 4 oz, Triple Crown(mole cricket preventative and contact insecticide), Certainty(broadleaf and sedge control), and Speedzone Southern(broad leaf weed control).

August: .75 pounds of Nitrogen, .25 pounds of Potassium, Iron 4 oz, Bifen I/T(insecticide), Celsius(broadleaf and grassy weed control), and Speedzone Southern(broadleaf weed control).

Applications of fungicide and additional broadleaf or grassy weed controls will be applied as needed. T-Methyl and Pillar are the fungicides most commonly used. A supplemental granular fertilization may be required to combat dollar spot fungus. If necessary a granular 19-0-6 will be applied to stimulate growth and improve color. This will be applied at a 1 pound N rate.

Fire ant application is either one annual treatment of Fipronil at a 2lb/1000 sq feet rate, or 4 quarterly treatments of Extinguish Plus Ant Bait.



August 23, 2017

The following are commercial business references where we provide lawn care service:

Banana Bay

Jay Helms 205-249-0248

City of Pensacola Parks

Bill Kimball 850-380-9583

Admiral Mason Park

Plaza De Luna Park

Plaza De Ferdinand Park

Gulf Power

Kyle Coon 850-572-9691

Treatment to Gulf Power facilities in the following Florida cities:

Pensacola, Crestview, Fort Walton Beach, Niceville, Destin, Panama City Beach, Panama City, Chipley, Defuniak Springs, and Milton.

Additional references are available upon request.

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of November 2019 is between the City of Destin, Florida, a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Gulf Coast Environmental Contractors, Inc. The purpose of this agreement is to extend for one year a contract for services dated September 18, 2017 between the City of Destin and Gulf Coast Environmental Contractors, Inc. to provide median maintenance for the City.

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

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

It is expressly agreed by the parties that this contract is an extension to the Contract dated September 18, 2017 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein. **This is the 2nd of 4 possible extensions.**

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

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

Witnesses:

(Signature)

(Signature)

Witnesses:

(Signature)

CITY OF DESTIN

By: _____
Lance Johnson
City Manager

ATTEST: _____
REY BAILEY
City Clerk

Gulf Coast Environmental Contractors, Inc.

By: _____
(Signature)

(Name & Title)
ATTEST:

(Signature)

(Signature)

(Name & Title)

Distribution: 1 Original to – City Clerk, Vendor
1 Copy to – PS, Fin, Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Michael Burgess, Public Services Director

DATE: 10/15/19

SUBJECT: Request approval for contract extension for HVAC and other mechanical services

I. BACKGROUND: The Public Services Department has limited manpower and is not equipped to perform mechanical services. For these more comprehensive projects it is necessary to outsource the work to vendors who have the equipment and manpower. D & D has satisfactorily provided these services under the current miscellaneous mechanical continuing services contract which was effective October 1, 2018.

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

A. Link to Strategic Goals / Objectives: Organizational Excellence, III. A. 2.

B. Effect on Budget (EOB): \$10,000 in estimated work was approved in the FY20 budget for mechanical services.

C. Level of Service (LOS): No change.

III. CONCLUSION: This action allows for the second of four possible contract extensions for the miscellaneous mechanical services provider.

IV. RECOMMENDED MOTION: I move that the contract extension for miscellaneous mechanical services be extended for one year from November 1, 2019 to September 30, 2020 for D & D and authorize the City Manager to execute the contract on behalf of the City.

Attachments:

1. D & D Air Conditioning 2019
Contract
2. Original bid document for Misc
Mechanical - D&D
3. HVAC contract ext

CITY OF DESTIN, FLORIDA

CONTRACT

**MISCELLANEOUS MECHANICAL SERVICES
CONTINUING SERVICES CONTRACT**

On October 1st, 2018 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of D & D AIR CONDITIONING, HEATING & ELECTRICAL SERVICES herein referred to as the **Contractor**, to supply miscellaneous mechanical services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS MECHANICAL SERVICES CONTINUING SERVICES CONTRACT:

1. Entire Contract:

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

2. Intent of Contract:

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

3. Term of Contract and Time Extensions:

This contract will be in effect from October 1, 2018 through September 30, 2019 and is for supplying the City with miscellaneous mechanical services. This contract may be renewed, for one year increments, up to four times if mutually agreed upon by both parties in writing.

4. Time for Performance:

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

5. Compensation:

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

6. Changes in the Work:

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

7. Insurance:

Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the

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

7.1 Evidence of Insurance:

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

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

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

12. Termination for Default:

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

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

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

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

13. Termination for Convenience:

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

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

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

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

15.2 Venue

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

15.3 Mechanic's Liens

The Contractor shall indemnify and save harmless the City against all liens and claims of mechanics and materialman furnishing labor and materials in performance of this contract.

15.4 Severability

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

15.5 Sovereign Immunity

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

15.6 Construction

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

15.7 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their own respective attorney's fees and costs, whether such action is brought at law, in equity, or via statute.

15.8 Public Records

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

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

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- b) Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- c) 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.
- d) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- e) 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.

15.9 Jury Trial Waiver

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

15.10 Notices

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

As to the City:

Lance A. Johnson, Interim City Manager

4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

D & D Air Conditioning, Heating & Electrical

Services
P.O. Box 5239
Destin, Florida 32540

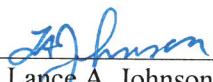
IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 18th day of October, 2018.

ATTEST:

CITY OF DESTIN



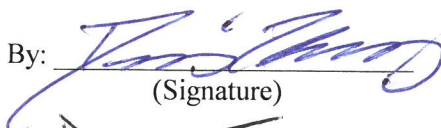
Rey Bailey
City Clerk

By: 

Lance A. Johnson
Interim City Manager

SEAL

D & D Air Conditioning, Heating & Electrical Services
CONTRACTOR:

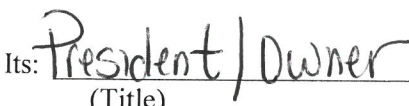
By: 

(Signature)
Dennis Thomas

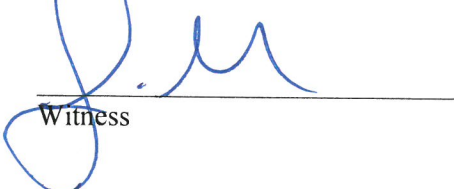
(Printed Name)



Witness

Its: 

(Title)



Witness

Bid Form Page 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 18-13-PS,
MISCELLANEOUS MECHANICAL SERVICES CONTINUING SERVICES CONTRACT
BID FORM

PART I Bid submitted by:

Company: D&D Air Conditioning, Heating & Electrical Services

Address: PO Box 5239

City & State: Destin, FL Zip Code: 32540

Telephone: () (850) 650-3995 Fax: () (850) 650-4454 E-Mail admin@dndservices.com

Number of Years in Business: 21 Years

PART II Bidding RFB No. 18-13-PS, Miscellaneous Mechanical Services Continuing Services Contract, as follows:

<u>ITEM</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
1. Labor		
a. Mechanical Service Work per hour		\$ <u>65.00</u>
b. Additional labor costs per service call		\$ <u>35.00</u>
2. Materials and Supplies		
Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus <u>20</u> %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request. The City reserves the right to purchase items if obtainable at a lower cost than can be provided by contractor to perform the requested work.		
3. Please list any additional costs associated with the above services and materials:		
<u>New R-22 Refrigerant (price per pound) NOTE: price varies with demand</u>		\$ <u>55.00</u>
<u>New 410A Refrigerant (price per pound)</u>		\$ <u>18.00</u>
<u>Refrigerant Recovery Fee (price per job) IF REQUIRED</u>		\$ <u>25.00</u>
<u>Vacuum Pump Fee (price per job) IF REQUIRED</u>		\$ <u>15.00</u>
<u>Torch Material (price per job) IF REQUIRED</u>		\$ <u>15.00</u>
<u>Trip Fee (price per job)</u>		\$ <u>35.00</u>
<u>System Maintenance - Filters, Belts, Cleaning Drain line (price per system)</u>		\$ <u>55.00</u>

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

PART III Certifications:

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

Bid Form Page 2

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

Signature and Certification:

Name and Title of Authorized Representative: Dennis Thomas President/Owner

Signature:  (Print or Type)

Date of Bid: August 30, 2018

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

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

END OF BID FORM



(850) 650-3995

*A/C Contractor • Electrical Contractor • Commercial & Residential Service
Licensed • CAC057538 • EC13001418 • Insured
P.O. Box 5239 Destin, FL 32540 • 130 Benning Drive Destin, FL 32541
(850) 650-3995*

**City of Destin
ATTN: City Clerk
4200 Indian Bayou Trail
Destin, FL 32541**

Request for Bid (RFB) No. 18-13-PS

**MISCELLANEOUS MECHANICAL SERVICES
CONTINUING SERVICES CONTRACT**

Bid Opening: August 30, 2018 2:00pm CST

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Bid Form Page 1

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 18-13-PS,
MISCELLANEOUS MECHANICAL SERVICES CONTINUING SERVICES CONTRACT
BID FORM**

PART I Bid submitted by:

Company: D&D Air Conditioning, Heating & Electrical Services

Address: PO Box 5239

City & State: Destin, FL Zip Code: 32540

Telephone: () (850) 650-3995 Fax: () (850) 650-4454 E-Mail admin@dndservices.com

Number of Years in Business: 21 Years

PART II Bidding RFB No. 18-13-PS, Miscellaneous Mechanical Services Continuing Services Contract, as follows:

<u>ITEM</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
1. Labor		
a. Mechanical Service Work per hour		\$ <u>65.00</u>
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2. Materials and Supplies		
Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus <u>20</u> %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request. The City reserves the right to purchase items if obtainable at a lower cost than can be provided by contractor to perform the requested work.		
3. Please list any additional costs associated with the above services and materials:		
<u>New R-22 Refrigerant (price per pound) NOTE: price varies with demand</u>		\$ <u>55.00</u>
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To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

PART III Certifications:

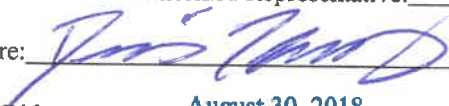
In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested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

Bid Form Page 2

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

Signature and Certification:

Name and Title of Authorized Representative: Dennis Thomas President/Owner

Signature:  (Print or Type)

Date of Bid: August 30, 2018

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

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

END OF BID FORM

Number of years in business

D&D Air Conditioning, Heating & Electrical Services was established in October 1997 and has been providing commercial and residential mechanical services in Destin for 21 years.

Location of business

D&D Air Conditioning, Heating & Electrical Services is locally owned and operates from 130 Benning Drive in Destin, Florida.

Previous work experience

- ◆ Service, Retrofit, Maintenance or Installation of HVAC systems in over 1000 residential homes in Destin
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for The City of Destin
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for The Destin Fire Station
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for The City of Fort Walton Beach
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Destin Commons
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Realty House Commercial Properties
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Alan Courtney Construction, Inc.
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Victory Real Estate
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Stoltz Property
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Destin Real Estate
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Holiday Inn Resort
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Jay Odom Group
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Boeing
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for 98 Palms Plaza
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Uptown Station
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Plantation Commons
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Highland Park
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Emily Odom Institute
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC for Destin Healthcare and Rehabilitation
- ◆ Condominium Installation, Service, Maintenance & Retrofit of HVAC for Destin Gulfgate
- ◆ Condominium Installation, Service, Maintenance & Retrofit of HVAC for Waterview Towers
- ◆ Condominium Installation, Service, Maintenance & Retrofit of HVAC for Club Destin
- ◆ Condominium Installation, Service, Maintenance & Retrofit of HVAC for Aegean
- ◆ Condominium Installation, Service, Maintenance & Retrofit of HVAC for Silver Dunes
- ◆ Further References Available Upon Request

Availability

D&D Air Conditioning, Heating & Electrical Services employs a full staff of service technicians and installations specialists with a fully equipped service fleet of vehicles. Our normal hours of operation are from 8am to 5pm, Monday thru Friday. We also offer emergency service for preferred customers.

Current Work Commitments

- ◆ Contract commitment for Commercial Maintenance & Service of HVAC for The City of Fort Walton Beach
- ◆ Contract commitment for Commercial Maintenance & Service of HVAC for The Boeing Company
- ◆ Contract commitment for Maintenance & Service for over 50 Commercial Businesses
- ◆ Contract commitment for Residential Maintenance for over 45 customers
- ◆ Provide Installation, Maintenance, Retrofit and Service of HVAC systems to residential customers

General Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/23/2018

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 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 Priority One Insurance Services 98 Beal Parkway Fort Walton Beach, FL 32548		CONTACT NAME: Jason Clark PHONE (A/C, No, Ext): (850) 244-1066 E-MAIL: admin@p-1ins.com ADDRESS:		FAX (A/C, No): (850) 275-0135
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Nationwide-Allied		42579
		INSURER B: Auto Owners		18988
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		ACPLZC5945215745	08/28/2018	08/28/2019	EACH OCCURRENCE \$ 1,000,000.00
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person) \$ 5,000.00
	☒ POLICY ☐ PRO-JECT ☐ LOC					PERSONAL & ADV INJURY \$ 1,000,000.00
	OTHER:					GENERAL AGGREGATE \$ 2,000,000.00
						PRODUCTS - COMP/OP AGG \$ 2,000,000.00
						\$
B	AUTOMOBILE LIABILITY		51-368913-00	08/28/2018	08/28/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	☒ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N				PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

License Holder Dennis W Thomas
Class B Air Conditioning CAC057538 Electrical EC13001418

CERTIFICATE HOLDER

City of Destin Building Department
4200 Indian Bayou Trail

Destin, FL

32541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jason Clark
JASON CLARK C080977-FL

ACORD 25 (2014/01)

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Workers Compensation Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2017

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.

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PRODUCER Acentria, Inc - Destin Office 4634 Gulfstarr Drive Destin FL 32541		CONTACT NAME PHONE (A/C No. Ext): 850-650-1950 FAX (A/C No): 850-650-9288 E-MAIL ADDRESS: mail@acentria.com	
INSURED HR, Inc. dba Simple HR Alternate Employer: DWD Ventures, Inc. dba D&D Air Conditioning, Heating & Electrical Svcs 36474 Emerald Coast Pkwy., Bldg. B Destin FL 32541		INSURER(S) AFFORDING COVERAGE INSURER A: Normandy Insurance Company, Inc. NAIC # 13012 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 271881009

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) Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	NHFL0013502018	1/1/2018	1/1/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers' Compensation coverage is provided by contract to all employees of HR, Inc., dba Simple HR assigned to the Alternate Employer, shown above. Coverage does not apply to any employees not approved and assigned to HR, Inc., dba Simple HR to the Alternate Employer effective 1/1/2018. *10 days notice of cancellation applies in the event of nonpayment of premium.

CERTIFICATE HOLDER

CANCELLATION

City of Destin 200 Indian Bayou Trail Destin FL 32541	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

ACORD 25 (2016/03)

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State of Florida Mechanical Licenses

	RICK SCOTT, GOVERNOR	JONATHAN ZACHEM, SECRETARY	
 STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD THE CLASS B AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES THOMAS, DENNIS W D&D A/C HEATING & ELECTRICAL SERVICES 130 BENNING DRIVE DESTIN FL 32541 LICENSE NUMBER: CAC057538 EXPIRATION DATE: AUGUST 31, 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.			

Okaloosa County Mechanical License

OKALOOSA COUNTY TAX COLLECTOR
BEN ANDERSON

2018 - 2019

OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT
STATE OF FLORIDA

RECEIPT NO. 110030705386

EXPIRES SEPTEMBER 30, 2019

BUSINESS NAME D AND D AIR CONDITIONING HEATING AND ELECT

TYPE OF BUSINESS Regulated

BUSINESS ADDRESS 130 BENNING DRIVE
DESTIN, FL 32541

MAKE CHECKS PAYABLE TO: Okaloosa County Tax Collector
P.O. Box 1387, Niceville, FL 32558

OKALOOSA COUNTY
Tax Collector
View Your Account Online



Scan Here

Scan Here

SUPPLEMENTAL
RENEWAL
NEW BUSINESS
TRANSFER 0.00
ORIGINAL TAX 35.00
0.00
AMOUNT
PENALTY 0.00
COLLECTION COST 0.00
TOTAL 35.00

DWD VENTURES INC
PO BOX 5239
DESTIN, FL 32540-5239

Paid 0-18005110 35.00 07/09/2018

X

SIGN AND DISPLAY AS REQUIRED

ISWEAR THAT THIS LOCAL BUSINESS TAX RECEIPT IS MADE FOR
THE BUSINESS OR PROFESSION INDICATED HEREON AND IS TRUE
AND CORRECT. THE APPLICATION MUST COMPLY WITH STATE AND
LOCAL ORDINANCE, INCLUDING ZONING.

Law requires this receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so, the business shall be subject to the payment of another tax for the same business, profession, or occupation.

Pursuant to State Law, all Business Tax Receipts shall be issued and validated by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the business tax for the delinquent establishment.

This Receipt is a business tax only. It does not permit the licensee to violate any existing regulatory or zoning laws of the state, county, or cities nor does it exempt the business from any other tax or permits that may be required by law.

The applicant must comply with state laws and local ordinances, including zoning.

Please contact the Property Appraiser's office for information about tangible property taxes.

Failure to pay a business tax within 150 days of the initial notice can result in a civil penalty of up to \$250.

OFFICE LOCATIONS & HOURS

Office	Location	M	T	W	T	F
Crestview	The Brackin Building 302 N Wilson Stc 101	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5
Shalimar	1250 N Eglin Pkwy Suite 101	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5
Eglin AFB	310 Van Matre Ave Bldg 210	8-4:30	8-4:30	8-4:30	8-4:30	8-4:30
Hurlburt Field	120 Simpson Ave, Rm 111	8-4:30	8-4:30	8-4:30	8-4:30	8-4:30
Niceville	701 E John Sims Pkwy	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5
Destin	4012 Commons Dr W Unit 122	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5

Please direct any questions to our Customer Service Processing Center at (850) 651-7300, #829 from your cell phone, toll-free 1-877-TAGS-R-US (1-877-824-7787), website www.OkaloosaTax.com or email at WebMaster@OkaloosaTax.com.



BEN ANDERSON
Tax Collector, Okaloosa County

www.OkaloosaTax.com

To report tax fraud call 855-489-8477 (4TX-TIPS)



City of Destin Business Tax Receipt

Post in a Conspicuous Place

Local Business Tax Receipt

City of Destin, Florida

ISSUED TO: D & D A/C HEATING & ELECTRICAL
LOCATION: 130 BENNING DRIVE

YEAR: 2018
BUS ID NO 2037

CONTRACTORS & SUB-CONTRACTORS
Mechanical Contractor

OWNER/AGENT: THOMAS, DENNIS W.
DATE ISSUED: 09/18/2017
EXPIRE DATE: 09/30/2018

.00
FEE PAID: 75.00

MAILING ADDRESS:
D & D A/C HEATING & ELECTRICAL SERVICES
P.O. BOX 5239
DESTIN, FL 32540-5239

1535

THIS RECEIPT DOES NOT, IN AND OF ITSELF,
INDICATE OR CONFER COMPLIANCE WITH LOCAL,
STATE OR FEDERAL CODES. IT IS THE OBLIGATION
OF THE BUSINESS ENTITY NAMED ABOVE TO IN-
DEPENDENTLY CONFIRM COMPLIANCE WITH APPLICA-
LAND DEVELOPMENT, ZONING AND OTHER CODES OF
THE CITY AND OTHER APPLICABLE JURISDICTIONS

Public Entity Form Page 1**ATTACHMENT #1****CITY OF DESTIN, FLORIDA****REQUEST FOR BIDS RFB No. 18-13-PS,****MISCELLANEOUS MECHANICAL SERVICES CONTINUING SERVICES 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 RFB No. 18-13-PS
Miscellaneous Mechanical Services Continuing Services Contract
2. This sworn statement is submitted by D&D Air Conditioning, Heating & Electrical Services whose business
address is Physical: 130 Benning Drive Destin, FL 32541 Mailing: PO Box 5239 Destin, FL 32540
and (if applicable) Federal Employer Identification Number (FEIN) is 59-346-4019 (If the entity has
no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Dennis Thomas and my relationship to the entity named
above is President / Owner

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. of Destin,
Florida.

Public Entity Form Page 2

RFB No. 18-13-PS, Miscellaneous Mechanical Services Continuing Services Contract
Page 2 of 2, Attachment #1, Public Entity Crimes Statement

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

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

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

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

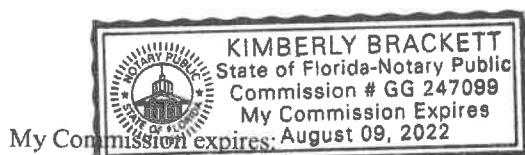
____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person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

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

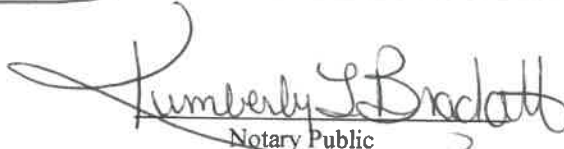

(Signature)
Date: 08/29/2018

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 29 day of August, 2018, and is personally known to me, or has provided _____ as identification.



08/09/2022


Notary Public

Drug Free Form

ATTACHMENT #2

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 18-13-PS,

MISCELLANEOUS MECHANICAL SERVICES CONTINUING SERVICES CONTRACT

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: D&D Air Conditioning, Heating & Electrical Services

ADDRESS: PO Box 5239

CITY: Destin STATE: FL ZIP CODE: 32540

TELEPHONE NUMBER: (850) 650-3995

SIGNATURE:  DATE: 08/29/2018

NAME (TYPED OR PRINTED): Dennis Thomas

TITLE: President / Owner

W-9

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	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.																				
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. DWD Ventures, Inc.																						
2 Business name/disregarded entity name, if different from above D&D Air Conditioning, Heating & Electrical Services																						
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. PO Box 5239 Destin, FL 32540		Requester's name and address (optional)																				
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 <i>How to get a TIN</i>, later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																						
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.		Social security number <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> </tr> </table> OR Employer identification number <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">5</td> <td style="width: 10%;">9</td> <td style="width: 10%;">-</td> <td style="width: 10%;">3</td> <td style="width: 10%;">4</td> <td style="width: 10%;">6</td> <td style="width: 10%;">4</td> <td style="width: 10%;">0</td> <td style="width: 10%;">1</td> <td style="width: 10%;">9</td> </tr> </table>											5	9	-	3	4	6	4	0	1	9
5	9	-	3	4	6	4	0	1	9													
Sign Here Signature of U.S. person ► <i>[Signature]</i>		Date ► 7/10/18																				
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.																						

Cat. No. 10231X

Form W-9 (Rev. 11-2017)

Addenda

D&D Air Conditioning, Heating & Electrical Services partners with SimpleHR, an Employee Management Solution for staffing. SimpleHR implements drug testing, which insures a drug-free workplace.

In reference to the scope of work stated in section II of the bid, the company is not a licensed plumbing contractor. All plumbing work will be sub-contracted if required to fulfill contract obligation.

The company is an authorized dealer of numerous HVAC equipment distributors including Carrier, York and Trane. We have established a reputation of prompt, efficient and professional service of the highest quality. We welcome the opportunity to continue to serve the City of Destin.


Dennis Thomas
President / Owner

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of November 2019 is between the City of Destin, Florida, a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and D & D. The purpose of this agreement is to extend for one year a contract for services dated October 1, 2018 between the City of Destin and D & D Air Conditioning, Heating and Electrical Services to provide miscellaneous mechanical services for the City.

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

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

It is expressly agreed by the parties that this contract is an extension to the Contract dated December 20, 2017 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein. **This is the 2nd of 4 possible extensions.**

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

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

Witnesses:

(Signature)

(Signature)

Witnesses:

(Signature)

CITY OF DESTIN

By: _____
Lance Johnson
City Manager

ATTEST: _____
REY BAILEY
City Clerk

D & D Air Conditioning, Heating and
Electrical Services

By: _____
(Signature)

(Name & Title)
ATTEST:

(Signature)

(Signature)

(Name & Title)

Distribution: 1 Original to – City Clerk, Vendor
1 Copy to – PS, Fin, Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 21, 2019

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: 1) FDEP/Norriego Point land use conference.

I. BACKGROUND: On Tuesday October 8, 2019 Councilman Destin, City Attorney Bauman, Land Use Attorney Kopp and City Manager Johnson met with FDEP Director of State Lands Callie DeHaven and other FDEP representatives to discuss the City's use of the newly created state sovereign lands. FDEP's chief concern centered around making one or more of the embayment areas available to recreational boaters to use for beaching their vessels.

II. DISCUSSION:

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

III. CONCLUSION:

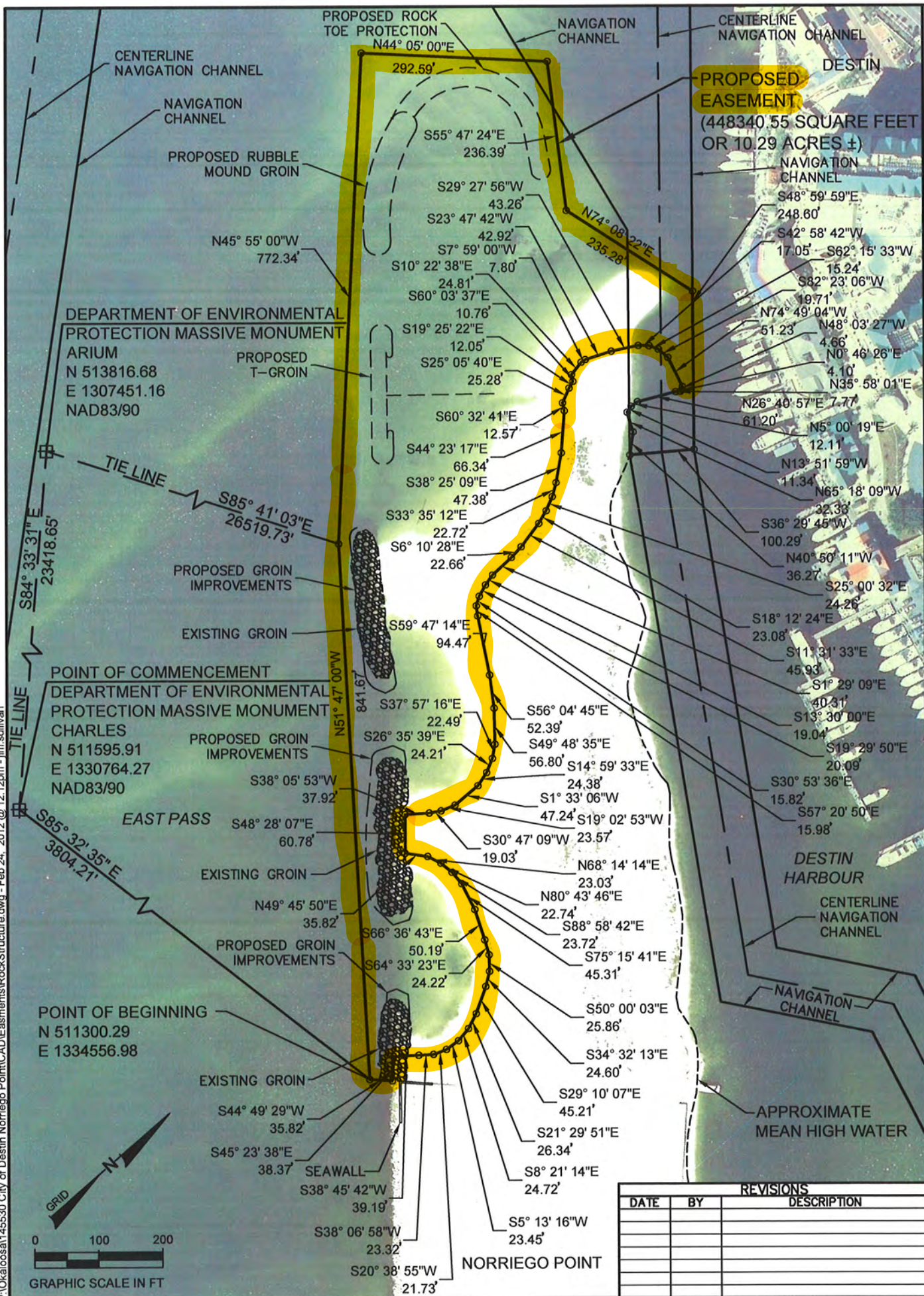
IV. RECOMMENDED MOTION:

Attachments:

- 1. Attachment No. 17 - Public Use Easements with Highlights
- 2. BOT ESMT 41650 - DMID 372076

Attachment No. 17
Public Use Easements

P:\Okaloosa\145530 City of Destin Norriego Point\CAD\Easements\RockStructure.dwg - Feb 24, 2012 @ 12:12pm - jim.sullivan



NORRIEGO POINT STABILIZATION PROJECT
SOVEREIGN SUBMERGED LANDS EASEMENT
OKALOOSA COUNTY, FLORIDA

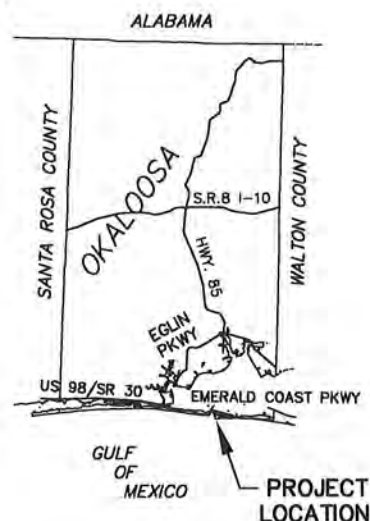
COASTAL PLANNING & ENGINEERING, INC.
PH: (901) 391-6102
FAX: (901) 391-6116
2401 N.W. BOCA RATON BOULEVARD
BOCA RATON, FLORIDA 33431
www.CoastalPlanning.net
C.O.A. FL #4623



DATE: 2/23/12
BY: KMG/JES
COMM NO.: 145530
SHEET: 1 OF 4

REVISIONS		
DATE	BY	DESCRIPTION

PROJECT LOCATION MAPS



NOTES:

1. LANDS WERE NOT ABSTRACTED FOR EASEMENTS, OWNERSHIP, OR RIGHTS-OF-WAY.
2. THIS IS NOT A FIELD SURVEY. THIS IS NOT A BOUNDARY SURVEY. THIS SKETCH IS TO ACCOMPANY LEGAL DESCRIPTION ONLY. NOT FOR CONSTRUCTION PURPOSES.
3. THE DISTANCES, COORDINATES, AND BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM 1983/90, MERCATOR PROJECTION, SHOWN IN US SURVEY FEET.
4. EXISTING UTILITIES AND IMPROVEMENTS, IF ANY, HAVE NOT BEEN LOCATED.
5. THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. ALL BEARINGS ARE BASED ON GRID NORTH AS ESTABLISHED BY NATIONAL OCEAN SERVICE.
8. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=200' OR SMALLER.
9. MEAN HIGH WATER ELEVATION WAS DETERMINED USING THE LAND BOUNDARY INFORMATION SYSTEM "LABINS" INTERNET WEBSITE. THE PUBLISHED MEAN HIGH WATER ELEVATION IS 0.73' NAVD . BASED ON THE 1983-2001 TIDAL EPOCH. THE PUBLISHED TIDE INTERPOLATION POINT IDENTIFICATION NUMBER IS 872-9511.
10. FEDERAL CHANNEL LOCATION TAKEN FROM USACE, MOBILE DISTRICT, "DESTIN FLORIDA, WEST PASS TO SANTA ROSA SOUND, EAST PASS, PROPOSED DREDGING & DISPOSAL LOCATION, SHEETS 2 AND 3 OF 13, MARCH 2008".

CERTIFICATION :

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF THE DESCRIPTION OF THE DESCRIBED PUBLIC EASEMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS DELINEATED UNDER MY DIRECTION. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN RULES 5J-17.050 THRU 5J-17.052 FAC, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTE 472.027.

COASTAL PLANNING & ENGINEERING, INC.

Michael Lowie
MICHAEL LOWIEC
FLORIDA REGISTERED SURVEYOR #6846

2/24/2012
DATE

LEGEND & ABBREVIATIONS:

C.O.A.	CERTIFICATE OF AUTHORIZATION
COMM	COMMISSION
FAC	FLORIDA ADMINISTRATIVE CODE
FL.	FLORIDA
HWY.	HIGHWAY
INC.	INCORPORATED
NAD	NORTH AMERICAN DATUM
NAVD	NORTH AMERICAN VERTICAL DATUM
NO.	NUMBER
PKWY	PARKWAY
PH.	PHONE
S.R.	STATE ROUTE
US	UNITED STATES

REVISIONS		
DATE	BY	DESCRIPTION

NORRIEGO POINT STABILIZATION PROJECT
SOVEREIGN SUBMERGED LANDS EASEMENT
OKALOOSA COUNTY, FLORIDA

COASTAL PLANNING & ENGINEERING, INC.

2001 N.W. BOCA RATON BOULEVARD
BOCA RATON, FLORIDA 33431

C.O.A. FL. #4028



DATE:
2/23/12

BY:

KMG/JES

COMM NO.:

145530

SHEET:

2 OF 4

LEGAL DESCRIPTION :

A PARCEL OF SUBMERGED LAND LYING ADJACENT TO THE SHORELINE FROM SECTION 26 TOWNSHIP 2 SOUTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CONTROL MONUMENT "CHARLES", HAVING FOR ITS COORDINATES N 511595.91 E 1330764.27 IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE; THENCE SOUTH 85 DEGREES 32 MINUTES 35 SECONDS EAST, (BEARINGS ARE BASED ON A BEARING OF NORTH 84 DEGREES 33 MINUTES 31 SECONDS WEST BETWEEN CONTROL MONUMENTS "CHARLES" AND "ARIUM"), A DISTANCE OF 3804.21 FEET TO THE POINT OF BEGINNING, HAVING FOR ITS COORDINATES N 511300.29 E 1334556.98;

THENCE NORTH 51 DEGREES 47 MINUTES 00 SECONDS WEST, A DISTANCE OF 841.67 FEET TO A POINT, FURTHER DESCRIBED, AS BEING SOUTH 85 DEGREES 41 MINUTES 03 SECONDS EAST, A DISTANCE OF 26519.73 FEET FROM AFORE MENTIONED MONUMENT "ARIUM" HAVING FOR ITS COORDINATES N 513816.68 E 1307451.16 IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE;

THENCE NORTH 45 DEGREES 55 MINUTES 00 SECONDS WEST, A DISTANCE OF 772.34 FEET TO A POINT.

THENCE NORTH 44 DEGREES 05 MINUTES 00 SECONDS EAST, A DISTANCE OF 292.59 FEET TO A POINT;

THENCE SOUTH 55 DEGREES 47 MINUTES 24 SECONDS EAST, A DISTANCE OF 236.39 FEET TO A POINT;

THENCE NORTH 74 DEGREES 08 MINUTES 22 SECONDS EAST, A DISTANCE OF 235.28 FEET TO A POINT IN THE NORTHEAST LINE OF THE NAVIGATION CHANNEL;

THENCE SOUTH 48 DEGREES 59 MINUTES 59 SECONDS EAST, WITH SAID NORTHEAST LINE OF THE NAVIGATION CHANNEL A DISTANCE OF 248.60 FEET TO A POINT;

THENCE SOUTH 36 DEGREES 29 MINUTES 45 SECONDS WEST, A DISTANCE OF 100.29 FEET TO A POINT;

THENCE WITH THE APPROXIMATE MEAN HIGH WATER LINE THE FOLLOWING COURSES:

NORTH 40 DEGREES 50 MINUTES 11 SECONDS WEST, A DISTANCE OF 36.27 FEET TO A POINT;

NORTH 65 DEGREES 18 MINUTES 09 SECONDS WEST, A DISTANCE OF 32.33 FEET TO A POINT;

NORTH 13 DEGREES 51 MINUTES 59 SECONDS WEST, A DISTANCE OF 11.34 FEET TO A POINT;

NORTH 05 DEGREES 00 MINUTES 19 SECONDS EAST, A DISTANCE OF 12.11 FEET TO A POINT;

NORTH 26 DEGREES 40 MINUTES 57 SECONDS EAST, A DISTANCE OF 61.20 FEET TO A POINT;

NORTH 35 DEGREES 58 MINUTES 01 SECONDS EAST, A DISTANCE OF 7.77 FEET TO A POINT;

NORTH 00 DEGREES 46 MINUTES 26 SECONDS EAST, A DISTANCE OF 4.10 FEET TO A POINT;

NORTH 48 DEGREES 03 MINUTES 27 SECONDS WEST, A DISTANCE OF 4.66 FEET TO A POINT;

NORTH 74 DEGREES 49 MINUTES 04 SECONDS WEST, A DISTANCE OF 51.23 FEET TO A POINT;
SOUTH 82 DEGREES 23 MINUTES 06 SECONDS WEST, A DISTANCE OF 19.71 FEET TO A POINT;
SOUTH 62 DEGREES 15 MINUTES 33 SECONDS WEST, A DISTANCE OF 15.24 FEET TO A POINT;
SOUTH 42 DEGREES 58 MINUTES 42 SECONDS WEST, A DISTANCE OF 17.05 FEET TO A POINT;
SOUTH 29 DEGREES 27 MINUTES 56 SECONDS WEST, A DISTANCE OF 43.26 FEET TO A POINT;
SOUTH 23 DEGREES 47 MINUTES 42 SECONDS WEST, A DISTANCE OF 42.92 FEET TO A POINT;
SOUTH 07 DEGREES 59 MINUTES 00 SECONDS WEST, A DISTANCE OF 7.80 FEET TO A POINT;
SOUTH 10 DEGREES 22 MINUTES 38 SECONDS EAST, A DISTANCE OF 24.81 FEET TO A POINT;
SOUTH 60 DEGREES 03 MINUTES 37 SECONDS EAST, A DISTANCE OF 10.76 FEET TO A POINT;
SOUTH 19 DEGREES 25 MINUTES 22 SECONDS EAST, A DISTANCE OF 12.05 FEET TO A POINT;
SOUTH 25 DEGREES 05 MINUTES 40 SECONDS EAST, A DISTANCE OF 25.28 FEET TO A POINT;
SOUTH 60 DEGREES 32 MINUTES 41 SECONDS EAST, A DISTANCE OF 12.57 FEET TO A POINT;
SOUTH 44 DEGREES 23 MINUTES 17 SECONDS EAST, A DISTANCE OF 66.34 FEET TO A POINT;
SOUTH 38 DEGREES 25 MINUTES 09 SECONDS EAST, A DISTANCE OF 47.38 FEET TO A POINT;
SOUTH 33 DEGREES 35 MINUTES 12 SECONDS EAST, A DISTANCE OF 22.72 FEET TO A POINT;
SOUTH 25 DEGREES 00 MINUTES 32 SECONDS EAST, A DISTANCE OF 24.26 FEET TO A POINT;
SOUTH 18 DEGREES 12 MINUTES 24 SECONDS EAST, A DISTANCE OF 23.08 FEET TO A POINT;
SOUTH 11 DEGREES 31 MINUTES 33 SECONDS EAST, A DISTANCE OF 45.93 FEET TO A POINT;
SOUTH 06 DEGREES 10 MINUTES 28 SECONDS EAST, A DISTANCE OF 22.66 FEET TO A POINT;
SOUTH 01 DEGREES 29 MINUTES 09 SECONDS EAST, A DISTANCE OF 40.31 FEET TO A POINT;
SOUTH 13 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 19.04 FEET TO A POINT;
SOUTH 19 DEGREES 29 MINUTES 50 SECONDS EAST, A DISTANCE OF 20.09 FEET TO A POINT;
SOUTH 30 DEGREES 53 MINUTES 36 SECONDS EAST, A DISTANCE OF 15.82 FEET TO A POINT;
SOUTH 57 DEGREES 20 MINUTES 50 SECONDS EAST, A DISTANCE OF 15.98 FEET TO A POINT;
SOUTH 59 DEGREES 47 MINUTES 14 SECONDS EAST, A DISTANCE OF 94.47 FEET TO A POINT;
SOUTH 56 DEGREES 04 MINUTES 45 SECONDS EAST, A DISTANCE OF 52.39 FEET TO A POINT;
SOUTH 49 DEGREES 48 MINUTES 35 SECONDS EAST, A DISTANCE OF 56.80 FEET TO A POINT;
SOUTH 37 DEGREES 57 MINUTES 16 SECONDS EAST, A DISTANCE OF 22.49 FEET TO A POINT;
SOUTH 26 DEGREES 35 MINUTES 39 SECONDS EAST, A DISTANCE OF 24.21 FEET TO A POINT;
SOUTH 14 DEGREES 59 MINUTES 33 SECONDS EAST, A DISTANCE OF 24.38 FEET TO A POINT;
SOUTH 01 DEGREES 33 MINUTES 06 SECONDS WEST, A DISTANCE OF 47.24 FEET TO A POINT;

REVISIONS		
DATE	BY	DESCRIPTION

NORRIGO POINT STABILIZATION PROJECT
SOVEREIGN SUBMERGED LANDS EASEMENT
OKALOOSA COUNTY, FLORIDA

COASTAL PLANNING & ENGINEERING, INC.

2441 N.W. BOCA RATON BOULEVARD
BOCA RATON, FLORIDA 33431

PH: (954) 361-8102
FAX: (954) 361-8116

C.O.A. FL. #4025



DATE:

2/23/12

BY:

KMG/JES

COMM NO.:

145530

SHEET:

3 OF 4

LEGAL DESCRIPTION CONTINUED:

SOUTH 19 DEGREES 02 MINUTES 53 SECONDS WEST,
A DISTANCE OF 23.57 FEET TO A POINT;
SOUTH 30 DEGREES 47 MINUTES 09 SECONDS WEST,
A DISTANCE OF 19.03 FEET TO A POINT;
SOUTH 38 DEGREES 05 MINUTES 53 SECONDS WEST,
A DISTANCE OF 37.92 FEET TO A POINT;
SOUTH 48 DEGREES 28 MINUTES 07 SECONDS EAST,
A DISTANCE OF 60.78 FEET TO A POINT;
NORTH 49 DEGREES 45 MINUTES 50 SECONDS EAST,
A DISTANCE OF 35.82 FEET TO A POINT;
NORTH 68 DEGREES 14 MINUTES 14 SECONDS EAST,
A DISTANCE OF 23.03 FEET TO A POINT;
NORTH 80 DEGREES 43 MINUTES 46 SECONDS EAST,
A DISTANCE OF 22.74 FEET TO A POINT;
SOUTH 88 DEGREES 58 MINUTES 42 SECONDS EAST,
A DISTANCE OF 23.72 FEET TO A POINT;
SOUTH 75 DEGREES 15 MINUTES 41 SECONDS EAST,
A DISTANCE OF 45.31 FEET TO A POINT;
SOUTH 66 DEGREES 36 MINUTES 43 SECONDS EAST,
A DISTANCE OF 50.19 FEET TO A POINT;
SOUTH 64 DEGREES 33 MINUTES 23 SECONDS EAST,
A DISTANCE OF 24.22 FEET TO A POINT;
SOUTH 50 DEGREES 00 MINUTES 03 SECONDS EAST,
A DISTANCE OF 25.86 FEET TO A POINT;
SOUTH 34 DEGREES 32 MINUTES 13 SECONDS EAST,
A DISTANCE OF 24.60 FEET TO A POINT;
SOUTH 29 DEGREES 10 MINUTES 07 SECONDS EAST,
A DISTANCE OF 45.21 FEET TO A POINT;
SOUTH 21 DEGREES 29 MINUTES 51 SECONDS EAST,
A DISTANCE OF 26.34 FEET TO A POINT;
SOUTH 08 DEGREES 21 MINUTES 14 SECONDS EAST,
A DISTANCE OF 24.72 FEET TO A POINT;
SOUTH 05 DEGREES 13 MINUTES 16 SECONDS WEST,
A DISTANCE OF 23.45 FEET TO A POINT;
SOUTH 20 DEGREES 38 MINUTES 55 SECONDS WEST,
A DISTANCE OF 21.73 FEET TO A POINT;
SOUTH 38 DEGREES 06 MINUTES 58 SECONDS WEST,
A DISTANCE OF 23.32 FEET TO A POINT;
SOUTH 38 DEGREES 45 MINUTES 42 SECONDS WEST,
LEAVING THE APPROXIMATE MEAN HIGH WATER LINE
A DISTANCE OF 39.19 FEET TO A POINT.
THENCE SOUTH 45 DEGREES 23 MINUTES 38
SECONDS EAST, A DISTANCE OF 38.37 FEET TO A
POINT IN THE SOUTHERLY PROJECTED NORTHWEST
LINE OF THE ADJACENT SEAWALL;
THENCE SOUTH 44 DEGREES 49 MINUTES 29
SECONDS WEST WITH SAID PROJECTED NORTHWEST
LINE, A DISTANCE OF 35.82 FEET TO THE POINT OF
BEGINNING; CONTAINING 448340.55 SQUARE FEET OR
10.29 ACRES MORE OR LESS.

**NORRIEGO POINT STABILIZATION PROJECT
SOVEREIGN SUBMERGED LANDS EASEMENT
OKALOOSA COUNTY, FLORIDA**

COASTAL PLANNING & ENGINEERING, INC.

2481 NW BOCA RATON BOULEVARD
BOCA RATON, FLORIDA 33431
PH: (561) 391-3182
FAX: (561) 391-3119
C.O.A. #40238
www.CoastalPlanning.net



DATE:

2/23/12

BY:

KMG/JES

COMM NO.:

145530

SHEET:

4 OF 4

REVISIONS		
DATE	BY	DESCRIPTION

TFI Cover Sheet

DISPOSITION ID _____

DM ID# _____

Document Type: Trustees of the Internal Improvement Trust Fund Instruments

Instrument: ☐ Deed ☐ Lease ☒ Easement ☐ Permit ☐ Management Agreement

☐ Use Agreement ☐ Disclaimer ☐ Quitclaim ☐ Dedication ☐ Release

☐ Acts of Legislation ☐ Other

Instrument Number: 41650

Extension: 000

File Number: 6264

Document Date: 10/17/13

Consideration: _____

Water Body: East Pass Inlet / Old Pass Lagoon

Reservations / Reverter: N/Y

Submerged Land: ☒ (Y) _____ (N) _____

Original County: Okaloosa

Section: 25 and 26

Township: 02 S

Range: 23 W

Total Area / Area Unit: 12.37 ☒ (A) Acreage (S) Square Feet

Comments: BOT FILE NUMBER: 460237591

DATE PREPPED: 11/22/13

FLIP CARD INDEX: _____

PI INVENTORY # _____

☐ On MAA queue for Rescan or Additional Pgs

The information on this page was collected during the prep phase of scanning and is an aid for data entry. Please refer to the document for actual information.

This Instrument Prepared By:
Tiana Brown
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT

BOT FILE NO. 460237591
EASEMENT NO. 41650
PA NO. 0175572-003-JC

(6264-46)

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to City of Destin, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, if any, contained in the following legal description:

A parcel of sovereignty submerged land in Sections 25 and 26,
Township 02 South, Range 23 West, in East Pass Inlet and Old Pass Lagoon,
Okaloosa County, as is more particularly described
and shown on Attachment A, dated July 13, 2013.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from August 22, 2013, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for shoreline stabilization (construction of seawalls and T-head groins) and Grantee shall not engage in any activity except as described in the State of Florida Department of Environmental Protection Consolidated Joint Coastal Permit No. 0175572-003-JC, dated June 24, 2013, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement. Nothing herein shall be construed to preclude use of the easement lands for public park and recreational purposes, including the making of improvements relating thereto, as provided for in the Memorandum of Understanding By and Between Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and City of Destin, Florida, dated December 5, 2012, as may be amended for time to time.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. **INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS:** The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. **ASSIGNMENT OF EASEMENT:** This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

10. **TERMINATION:** The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. All notices required to be given to Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Destin, Florida
Attention: Mr. Steve Schmidt
4200 Indian Bayou Trail
Destin, Florida 32541

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

11. **TAXES AND ASSESSMENTS:** The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

12. **REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES:** If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in Item 10 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

13. **ENFORCEMENT OF PROVISIONS:** No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. **RECORDATION OF EASEMENT:** The Grantee, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen (14) days after receipt, and shall provide to the Grantor within ten (10) days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and pages at which the easement is recorded.

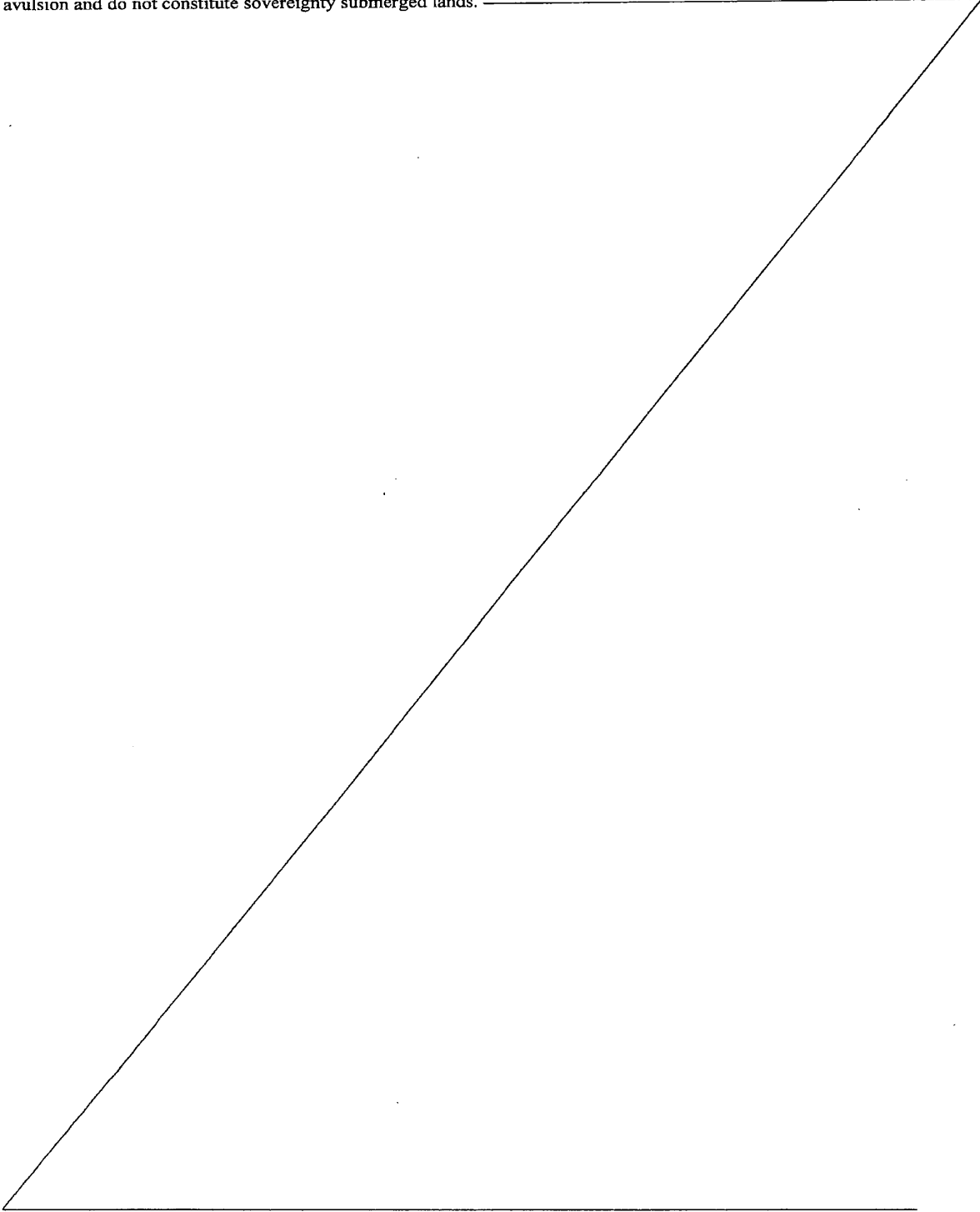
15. **AMENDMENTS/ MODIFICATIONS:** This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

16. **USACE AUTHORIZATION:** Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

17. **ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS:** No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent of the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

18. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

19. ACCRETION INTEREST: In further consideration of the issuance of this easement by the Grantor, Grantee consents to the construction and maintenance of the structures authorized hereunder and expressly waives any right, title or interest in and to any accretions or additions to Grantee's shoreline resulting from any activity approved herein, provided, however, that Grantee does not waive any claim that it may now have that all or a portion of easement lands were lost to avulsion and do not constitute sovereignty submerged lands.



WITNESSES:

Michelle Brady
Original Signature

Michelle Brady
Print/Type Name of Witness

Kathy C Griffin
Original Signature

Kathy C Griffin
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

(SEAL)

BY: Cheryl C McCall
Cheryl C. McCall, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 17th day of October, 2013, by
Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State
of Florida She is personally known to me.

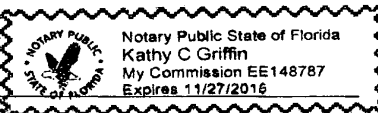
APPROVED AS SUBJECT TO PROPER EXECUTION:

Kathy C Griffin 9/12/13
DEP Attorney Date

Kathy C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:



Commission/Serial No.

WITNESSES:

James Wood
Original Signature

JAMES WOOD
Typed/Printed Name of Witness

David O. Campbell
Original Signature

DAVID O. CAMPBELL
Typed/Printed Name of Witness

STATE OF FLORIDA
COUNTY OF OKALOOSA

City of Destin, Florida (SEAL)

BY: Sarah Seever
Original Signature of Executing Authority

Sarah Seever
Typed/Printed Name of Executing Authority

Mayor
Title of Executing Authority

"GRANTEE"

The foregoing instrument was acknowledged before me this 7th day of OCTOBER, 2013, by
Sarah Seever as Mayor, for and on behalf of City of Destin, Florida. She is personally known to me or who has produced
_____, as identification.

My Commission Expires:

MARCH 5, 2014

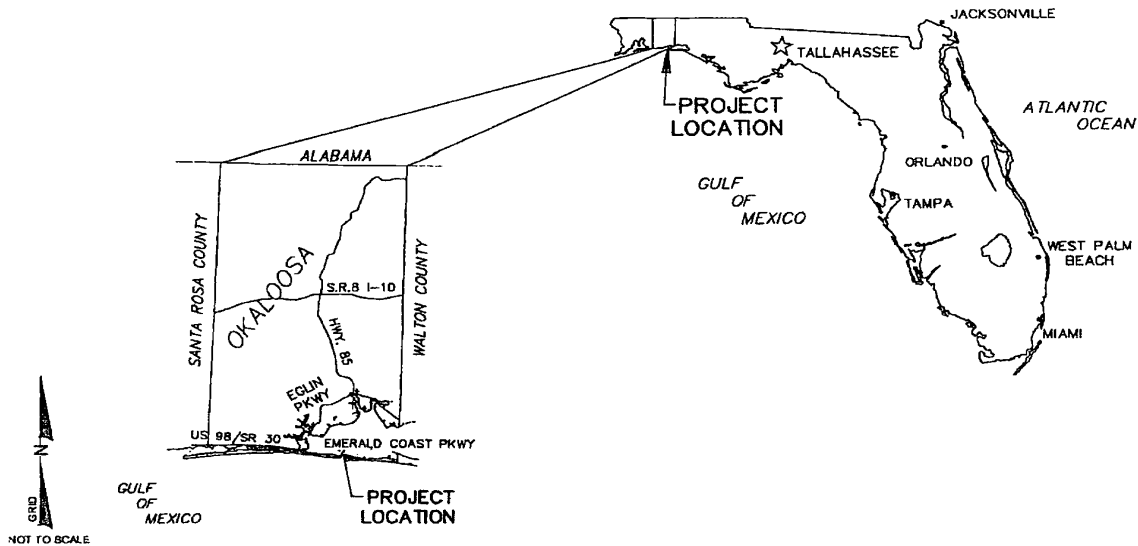
Commission/Serial No. DD955774

REYNALDO BAILEY
Notary Public, State of FLORIDA

REYNALDO BAILEY
Printed, Typed or Stamped Name



PROJECT LOCATION MAPS



**NORRIEGO POINT STABILIZATION PROJECT
SOVEREIGN SUBMERGED LANDS PUBLIC EASEMENT SKETCH AND DESCRIPTION
OKALOOSA COUNTY, FLORIDA**

COASTAL PLANNING & ENGINEERING, INC.
2401 N.W. BOCA RATON BOULEVARD
BOCA RATON, FLORIDA 33431
PH (561) 394-4192
FAX (561) 394-4116
www.CoastalPlanning.net
C.O.G. # 14025

DATE: 2/23/12

REVISIONS		
DATE	BY	DESCRIPTION
04242012	KMG	ADD SURVEY DATE AND GEOTUBE
04242012	KMG	ADD AERIAL NOTE
04252012	KMG	ADD DREDGE AREA
04252012	KMG	ADD LOCATION PAGE
04302012	KMG	ADD NOTES 14 AND 15
11302012	KMG	MOVE PROPOSED GROINS
11302012	KMG	UPDATE EASEMENT LOCATION
12192012	GK	UPDATE EASEMENT LOCATION
07092013	KMG	UPDATE SECTIONS 10 25 & 26
09182013	KMG	MOVE PROJECT LOCATION ARROW

BY: KMG/JES
COMM NO.: 145530
SHEET: 1 OF 5

P:\Okaloosa\145530 City of Destin Norriego Point\CAD\Easements\RockStructure revised 091813.dwg Sep 18, 2013 @ 1:53pm - Kithia Gooding

LEGAL DESCRIPTION :

A PARCEL OF SUBMERGED LAND LYING ADJACENT TO THE SHORELINE FROM SECTIONS 25 & 26 TOWNSHIP 2 SOUTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CONTROL MONUMENT "CHARLES", HAVING FOR ITS COORDINATES N 511595.91 E 1330764.27 IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE; THENCE SOUTH 85 DEGREES 32 MINUTES 35 SECONDS EAST, (BEARINGS ARE BASED ON A BEARING OF NORTH 84 DEGREES 33 MINUTES 31 SECONDS WEST BETWEEN CONTROL MONUMENTS "CHARLES" AND "ARIUM"), A DISTANCE OF 3804.21 FEET TO THE POINT OF BEGINNING, HAVING FOR ITS COORDINATES N 511300.29 E 1334556.98;

THENCE NORTH 51 DEGREES 47 MINUTES 00 SECONDS WEST, A DISTANCE OF 841.67 FEET TO A POINT; FURTHER DESCRIBED, AS BEING SOUTH 85 DEGREES 41 MINUTES 03 SECONDS EAST, A DISTANCE OF 26519.73 FEET FROM AFORE MENTIONED MONUMENT "ARIUM" HAVING FOR ITS COORDINATES N 513816.68 E 1307451.16 IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE; THENCE NORTH 53 DEGREES 50 MINUTES 53 SECONDS WEST, A DISTANCE OF 793.98 FEET TO A POINT; THENCE NORTH 39 DEGREES 17 MINUTES 59 SECONDS EAST, A DISTANCE OF 340.31 FEET TO A POINT; THENCE SOUTH 79 DEGREES 33 MINUTES 57 SECONDS EAST, A DISTANCE OF 251.54 FEET TO A POINT IN THE NORTHEAST LINE OF THE NAVIGATION CHANNEL; THENCE SOUTH 88 DEGREES 19 MINUTES 11 SECONDS EAST, WITH SAID NORTHEAST LINE OF THE NAVIGATION CHANNEL A DISTANCE OF 248.86 FEET TO A POINT; THENCE SOUTH 48 DEGREES 59 MINUTES 59 SECONDS EAST, WITH SAID NORTHEAST LINE OF THE NAVIGATION CHANNEL A DISTANCE OF 248.60 FEET TO A POINT; THENCE SOUTH 57 DEGREES 49 MINUTES 23 SECONDS EAST, WITH SAID NORTHEAST LINE OF THE NAVIGATION CHANNEL A DISTANCE OF 197.90 FEET TO A POINT; THENCE SOUTH 30 DEGREES 07 MINUTES 08 SECONDS WEST, A DISTANCE OF 129.27 FEET TO A POINT; THENCE WITH THE MEAN HIGH WATER LINE THE FOLLOWING COURSES:
NORTH 73 DEGREES 41 MINUTES 48 SECONDS WEST, A DISTANCE OF 14.08 FEET TO A POINT;
NORTH 55 DEGREES 51 MINUTES 34 SECONDS WEST, A DISTANCE OF 14.31 FEET TO A POINT;
NORTH 61 DEGREES 17 MINUTES 39 SECONDS WEST, A DISTANCE OF 9.72 FEET TO A POINT;
NORTH 76 DEGREES 19 MINUTES 53 SECONDS WEST, A DISTANCE OF 36.88 FEET TO A POINT;
NORTH 65 DEGREES 34 MINUTES 33 SECONDS WEST, A DISTANCE OF 20.57 FEET TO A POINT;
NORTH 57 DEGREES 46 MINUTES 53 SECONDS WEST, A DISTANCE OF 19.59 FEET TO A POINT;
NORTH 47 DEGREES 09 MINUTES 11 SECONDS WEST, A DISTANCE OF 25.27 FEET TO A POINT;
NORTH 34 DEGREES 54 MINUTES 00 SECONDS WEST, A DISTANCE OF 19.70 FEET TO A POINT;
NORTH 23 DEGREES 29 MINUTES 27 SECONDS WEST, A DISTANCE OF 22.01 FEET TO A POINT;
NORTH 24 DEGREES 27 MINUTES 51 SECONDS WEST, A DISTANCE OF 21.05 FEET TO A POINT;
NORTH 26 DEGREES 59 MINUTES 51 SECONDS WEST, A DISTANCE OF 21.97 FEET TO A POINT;

NORTH 40 DEGREES 50 MINUTES 11 SECONDS WEST, A DISTANCE OF 36.27 FEET TO A POINT;
NORTH 65 DEGREES 18 MINUTES 09 SECONDS WEST, A DISTANCE OF 32.33 FEET TO A POINT;
NORTH 13 DEGREES 51 MINUTES 59 SECONDS WEST, A DISTANCE OF 11.34 FEET TO A POINT;
NORTH 05 DEGREES 00 MINUTES 19 SECONDS EAST, A DISTANCE OF 12.11 FEET TO A POINT;
NORTH 26 DEGREES 40 MINUTES 57 SECONDS EAST, A DISTANCE OF 61.20 FEET TO A POINT;
NORTH 35 DEGREES 58 MINUTES 01 SECONDS EAST, A DISTANCE OF 7.77 FEET TO A POINT;
NORTH 00 DEGREES 46 MINUTES 26 SECONDS EAST, A DISTANCE OF 4.10 FEET TO A POINT;
NORTH 48 DEGREES 03 MINUTES 27 SECONDS WEST, A DISTANCE OF 4.66 FEET TO A POINT;
NORTH 74 DEGREES 49 MINUTES 04 SECONDS WEST, A DISTANCE OF 51.23 FEET TO A POINT;
SOUTH 82 DEGREES 23 MINUTES 06 SECONDS WEST, A DISTANCE OF 19.71 FEET TO A POINT;
SOUTH 62 DEGREES 15 MINUTES 33 SECONDS WEST, A DISTANCE OF 15.24 FEET TO A POINT;
SOUTH 42 DEGREES 58 MINUTES 42 SECONDS WEST, A DISTANCE OF 17.05 FEET TO A POINT;
SOUTH 29 DEGREES 27 MINUTES 56 SECONDS WEST, A DISTANCE OF 43.26 FEET TO A POINT;
SOUTH 23 DEGREES 47 MINUTES 42 SECONDS WEST, A DISTANCE OF 42.92 FEET TO A POINT;
SOUTH 07 DEGREES 59 MINUTES 00 SECONDS WEST, A DISTANCE OF 7.80 FEET TO A POINT;
SOUTH 10 DEGREES 22 MINUTES 38 SECONDS EAST, A DISTANCE OF 24.81 FEET TO A POINT;
SOUTH 60 DEGREES 03 MINUTES 37 SECONDS EAST, A DISTANCE OF 10.76 FEET TO A POINT;
SOUTH 19 DEGREES 25 MINUTES 22 SECONDS EAST, A DISTANCE OF 12.05 FEET TO A POINT;
SOUTH 25 DEGREES 05 MINUTES 40 SECONDS EAST, A DISTANCE OF 25.28 FEET TO A POINT;
SOUTH 60 DEGREES 32 MINUTES 41 SECONDS EAST, A DISTANCE OF 12.57 FEET TO A POINT;
SOUTH 44 DEGREES 23 MINUTES 17 SECONDS EAST, A DISTANCE OF 66.34 FEET TO A POINT;
SOUTH 38 DEGREES 25 MINUTES 09 SECONDS EAST, A DISTANCE OF 47.38 FEET TO A POINT;
SOUTH 33 DEGREES 35 MINUTES 12 SECONDS EAST, A DISTANCE OF 22.72 FEET TO A POINT;
SOUTH 25 DEGREES 00 MINUTES 32 SECONDS EAST, A DISTANCE OF 24.26 FEET TO A POINT;
SOUTH 18 DEGREES 12 MINUTES 24 SECONDS EAST, A DISTANCE OF 23.08 FEET TO A POINT;
SOUTH 11 DEGREES 31 MINUTES 33 SECONDS EAST, A DISTANCE OF 45.93 FEET TO A POINT;
SOUTH 06 DEGREES 10 MINUTES 28 SECONDS EAST, A DISTANCE OF 22.66 FEET TO A POINT;
SOUTH 01 DEGREES 29 MINUTES 09 SECONDS EAST, A DISTANCE OF 40.31 FEET TO A POINT;
SOUTH 13 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 19.04 FEET TO A POINT;
SOUTH 19 DEGREES 29 MINUTES 50 SECONDS EAST, A DISTANCE OF 20.09 FEET TO A POINT;
SOUTH 30 DEGREES 53 MINUTES 36 SECONDS EAST, A DISTANCE OF 15.82 FEET TO A POINT;

REVISIONS		
DATE	BY	DESCRIPTION
04242012	KMG	ADD SURVEY DATE AND GEOTUBE
04242012	KMG	ADD AERIAL NOTE
04252012	KMG	ADD DREDGE AREA
04252012	KMG	ADD LOCATION PAGE
04302012	KMG	ADD NOTES 14 AND 15
11302012	KMG	MOVE PROPOSED GROINS
11302012	KMG	UPDATE EASEMENT LOCATION
12192012	GK	UPDATE EASEMENT LOCATION
07092013	KMG	UPDATE SECTIONS TO 25 & 26
09182013	KMG	MOVE PROJECT LOCATION ARROW

NORRIEGO POINT STABILIZATION PROJECT
SOVEREIGN SUBMERGED LANDS PUBLIC EASEMENT SKETCH AND DESCRIPTION
OKALOOSA COUNTY, FLORIDA

COASTAL PLANNING & ENGINEERING, INC.
P.O. BOX 21470
8061 W. BOCA RATON BOULEVARD
BOCA RATON, FLORIDA 33431
C.O.A. # 4428
www.CoastalPlanning.net



DATE:

2/23/12

BY:

KMG/JES

COMM NO.:

145530

SHEET:

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P:\Okaloosa\145530 City of Destin\Norrige Point\CAD\Easements\Rock Structures - revised_091812.dwg - Sep 18, 2013 @ 1:59pm - Mirha Godding

LEGAL DESCRIPTION CONTINUED:

SOUTH 57 DEGREES 20 MINUTES 50 SECONDS EAST,
A DISTANCE OF 15.98 FEET TO A POINT;
SOUTH 59 DEGREES 47 MINUTES 14 SECONDS EAST,
A DISTANCE OF 94.47 FEET TO A POINT;
SOUTH 56 DEGREES 04 MINUTES 45 SECONDS EAST,
A DISTANCE OF 52.39 FEET TO A POINT;
SOUTH 49 DEGREES 48 MINUTES 35 SECONDS EAST,
A DISTANCE OF 56.80 FEET TO A POINT;
SOUTH 37 DEGREES 57 MINUTES 16 SECONDS EAST,
A DISTANCE OF 22.49 FEET TO A POINT;
SOUTH 26 DEGREES 35 MINUTES 39 SECONDS EAST,
A DISTANCE OF 24.21 FEET TO A POINT;
SOUTH 14 DEGREES 59 MINUTES 33 SECONDS EAST,
A DISTANCE OF 24.38 FEET TO A POINT;
SOUTH 01 DEGREES 33 MINUTES 06 SECONDS WEST,
A DISTANCE OF 47.24 FEET TO A POINT;
SOUTH 19 DEGREES 02 MINUTES 53 SECONDS WEST,
A DISTANCE OF 23.57 FEET TO A POINT;
SOUTH 30 DEGREES 47 MINUTES 09 SECONDS WEST,
A DISTANCE OF 19.03 FEET TO A POINT;
SOUTH 38 DEGREES 05 MINUTES 53 SECONDS WEST,
A DISTANCE OF 37.92 FEET TO A POINT;
SOUTH 48 DEGREES 28 MINUTES 07 SECONDS EAST,
A DISTANCE OF 60.78 FEET TO A POINT;
NORTH 49 DEGREES 45 MINUTES 50 SECONDS EAST,
A DISTANCE OF 35.82 FEET TO A POINT;
NORTH 68 DEGREES 14 MINUTES 14 SECONDS EAST,
A DISTANCE OF 23.03 FEET TO A POINT;
NORTH 80 DEGREES 43 MINUTES 46 SECONDS EAST,
A DISTANCE OF 22.74 FEET TO A POINT;
SOUTH 88 DEGREES 58 MINUTES 42 SECONDS EAST,
A DISTANCE OF 23.72 FEET TO A POINT;
SOUTH 75 DEGREES 15 MINUTES 41 SECONDS EAST,
A DISTANCE OF 45.31 FEET TO A POINT;
SOUTH 66 DEGREES 36 MINUTES 43 SECONDS EAST,
A DISTANCE OF 50.19 FEET TO A POINT;
SOUTH 64 DEGREES 33 MINUTES 23 SECONDS EAST,
A DISTANCE OF 24.22 FEET TO A POINT;
SOUTH 50 DEGREES 00 MINUTES 03 SECONDS EAST,
A DISTANCE OF 25.86 FEET TO A POINT;
SOUTH 34 DEGREES 32 MINUTES 13 SECONDS EAST,
A DISTANCE OF 24.60 FEET TO A POINT;
SOUTH 29 DEGREES 10 MINUTES 07 SECONDS EAST,
A DISTANCE OF 45.21 FEET TO A POINT;
SOUTH 21 DEGREES 29 MINUTES 51 SECONDS EAST,
A DISTANCE OF 26.34 FEET TO A POINT;
SOUTH 08 DEGREES 21 MINUTES 14 SECONDS EAST,
A DISTANCE OF 24.72 FEET TO A POINT;
SOUTH 05 DEGREES 13 MINUTES 16 SECONDS WEST,
A DISTANCE OF 23.45 FEET TO A POINT;
SOUTH 20 DEGREES 38 MINUTES 55 SECONDS WEST,
A DISTANCE OF 21.73 FEET TO A POINT;
SOUTH 38 DEGREES 06 MINUTES 58 SECONDS WEST,
A DISTANCE OF 23.32 FEET TO A POINT;
SOUTH 38 DEGREES 45 MINUTES 42 SECONDS WEST,
LEAVING THE MEAN HIGH WATER LINE
A DISTANCE OF 39.19 FEET TO A POINT.
THENCE SOUTH 45 DEGREES 23 MINUTES 38
SECONDS EAST, A DISTANCE OF 38.37 FEET TO A
POINT IN THE SOUTHERLY PROJECTED NORTHWEST
LINE OF THE ADJACENT SEAWALL;
THENCE SOUTH 44 DEGREES 49 MINUTES 29
SECONDS WEST WITH SAID PROJECTED NORTHWEST
LINE, A DISTANCE OF 35.82 FEET TO THE POINT OF
BEGINNING; CONTAINING 539026.65 SQUARE FEET OR
12.37 ACRES MORE OR LESS.

REVISIONS		
DATE	BY	DESCRIPTION
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**NORRIGEO POINT STABILIZATION PROJECT
SOVEREIGN SUBMERGED LANDS PUBLIC EASEMENT SKETCH AND DESCRIPTION
OKALOOSA COUNTY, FLORIDA**

COASTAL PLANNING & ENGINEERING, INC.
2481 N.W. BOCA RATON BOULEVARD
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P: (561) 391-4102
F: (561) 391-4116
C.O.A. #C 4022



DATE: 2/23/12
BY: KMG/JES
COMM NO.: 145530
SHEET: 4 OF 5

NOTES:

1. DATE OF APPROXIMATE MEAN HIGH WATER SURVEY, GEOTUBE AND GROIN LOCATION: FEBRUARY 6, 2012 AND FEBRUARY 7, 2012.
2. LANDS WERE NOT ABSTRACTED FOR EASEMENTS, OWNERSHIP, OR RIGHTS-OF-WAY.
3. THIS IS NOT A FIELD SURVEY. THIS IS NOT A BOUNDARY SURVEY. THIS SKETCH IS TO ACCOMPANY LEGAL DESCRIPTION ONLY. NOT FOR CONSTRUCTION PURPOSES.
4. THE DISTANCES, COORDINATES, AND BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM 1983/90, MERCATOR PROJECTION, SHOWN IN US SURVEY FEET.
5. EXISTING UTILITIES AND IMPROVEMENTS, IF ANY, HAVE NOT BEEN LOCATED.
6. THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
7. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. ALL BEARINGS ARE BASED ON GRID NORTH AS ESTABLISHED BY NATIONAL OCEAN SERVICE.
9. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=200' OR SMALLER.
10. MEAN HIGH WATER ELEVATION WAS DETERMINED USING THE LAND BOUNDARY INFORMATION SYSTEM "LABINS" INTERNET WEBSITE. THE PUBLISHED MEAN HIGH WATER ELEVATION IS 0.73' NAVD. BASED ON THE 1983-2001 TIDAL EPOCH. THE PUBLISHED TIDE INTERPOLATION POINT IDENTIFICATION NUMBER IS 872-9511.
11. FEDERAL CHANNEL LOCATION TAKEN FROM USACE, MOBILE DISTRICT, "DESTIN FLORIDA, WEST PASS TO SANTA ROSA SOUND, EAST PASS, PROPOSED DREDGING & DISPOSAL LOCATION, SHEETS 2 AND 3 OF 13, MARCH 2008".
12. AERIAL OBTAINED FROM LABINS DATED 2009.
13. CONTROL MONUMENTS ARIUM AND CHARLES WERE OBTAINED FROM FDEP SECOND ORDER SUPPLEMENTARY CONTROL.
14. THIS EASEMENT IS DESIGNED TO FOLLOW STATE LANDS EASEMENTS REQUIREMENTS 0960.
15. APPROXIMATE DREDGE VOLUME TO BE REMOVED IS 7500CY.

LEGEND & ABBREVIATIONS:

C.O.A.	CERTIFICATE OF AUTHORIZATION
COMM	COMMISSION
FAC	FLORIDA ADMINISTRATIVE CODE
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FL	FLORIDA
HWY.	HIGHWAY
INC.	INCORPORATED
NAD	NORTH AMERICAN DATUM
NAVD	NORTH AMERICAN VERTICAL DATUM
NO.	NUMBER
PKWY	PARKWAY
PH.	PHONE
S.R.	STATE ROUTE
US	UNITED STATES
LABINS	LAND BOUNDARY INFORMATION SYSTEMS
USACE	UNITED STATES ARMY CORPS OF ENGINEERS
	DREDGE AREA
	EXISTING GROIN
	SECOND ORDER MONUMENT

CERTIFICATION :

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE DESCRIBED PUBLIC EASEMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS DELINEATED UNDER MY DIRECTION. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN RULES 5J-17.050 THRU 5J-17.052 FAC, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTE 472.027.

COASTAL PLANNING & ENGINEERING, INC.

MICHAEL LOWIEC
FLORIDA REGISTERED SURVEYOR #6846

9/24/2013
DATE

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5 OF 5