

**REGULAR MEETING
DESTIN CITY COUNCIL
DECEMBER 2, 2019
ANNEX COUNCIL CHAMBERS
6:00 PM**

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

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 November 7, 2019 City Council Strategic Visioning Session

2. 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)

3. CITY MANAGER REPORTS

A. Engineering Update - Two Lane Roadway

B. Purchase Authorization for GPS Surveying Equipment

C. Low Speed Vehicle (LSV) Policy and Revised LSV Map

D. Electrical Services - Continuing Services Contract

E. Generator Maintenance Services - Continuing Services Contract

F. Pest Control - Continuing Services Contract

G. Recommendation of Volkert Engineering to provide Traffic Engineering Assessment for the Stahlman Avenue/US98 intersection and vicinity

H. Recommendation to select Volkert Engineering to design a guardrail system for a portion of Airport Road

I. Request for direction from City Council on amendments to Short-Term Rental Ordinance and the invocation of Pending Ordinance Doctrine

J. Announcements

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

A. Presentation by Public Works & Safety Committee Chairman, Surtax Expenditure Request

- B. Presentation - Mr. Joseph Raines, Vice President/General Manager, Lamar Advertising

5. PUBLIC HEARINGS

- A. Second reading of Ordinance 19-31-LC - Relating to changes to the Zoning Map, which changes the zoning district of one parcel to match the land use designation assigned in the Future Land Use Map of the Comprehensive Plan.
- B. First reading of Ordinance 19-34-LC relating to changes to the Zoning Map, which changes the zoning of one parcel from Residential, Office Institutional - Tourist Development (ROI-TD) to Commercial General (CG)
- C. First reading of Ordinance 19-35-LC relating to changes to the Zoning Map, which changes the zoning of one parcel from Bay Estates (BE) to Recreation (REC)
- D. First reading of Ordinance 19-36-LC relating to the creation of a "lot split" procedure, which is an addition to the subdivision of land procedures as laid out in Article 2 of the Land Development Code
- E. First reading of Ordinance 19-37-LC amending relating to the consolidation of the Residential, Office, Institutional - General Development (ROI-GD) and Residential Office, Institutional - Village Residential (ROI-VR) zoning districts.
- F. First reading of Ordinance 19-38-LC relating to the use of wheeled vehicles on public and private areas of the beach, which amends Section 11.08.02 of the Land Development Code,.

6. *CONSENT AGENDA (No public comments)

- A. Minutes of Standing Committees/Board Meetings
- B. Request approval to purchase FY 20 Budgeted Equipment - 5 Pick-Up Trucks
- C. Development Review System Software - Update

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

- A. Councilmember Braden
- B. Councilmember Ramswell
- C. Councilmember Menchel
- D. Councilmember Overdier
 - 1) Appointment of Mr. Frank McDonough to the Town Center CRA Advisory Committee
- E. Councilmember Marler
- F. Councilmember Destin
- G. Councilmember Morgan
 - 1) Raising water level at Lake Coleman
- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney

1) Executive Session - Announcement

“Special Executive Session of the City Council in the case of Pointe Mezzanine, LLC vs. City of Destin, Case # 2019-CA-003733 F in Okaloosa County Circuit Court will be held on Monday, December 9, 2019, at 5:30 pm, in the City Hall Annex Council Chambers.”

2) Researching Project Manager/Consultant options for the Undergrounding of Utilities project

3) Contract Addendum

8. ADJOURN

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
STRATEGIC VISIONING WORKSHOP
DESTIN CITY COUNCIL
NOVEMBER 7, 2019
9:00 AM

The Mayor and Council for the City of Destin met in special session in the Destin Community Center with the following members and staff present:

Destin City Council

Mayor Gary Jarvis

Councilmember Parker Destin

Councilmember Rodney Braden

Councilmember Cyron Marler

Councilmember Skip Overdier

Councilmember Prebble Ramswell

Councilmember Steven Menchel

Destin City Staff

City Manager Lance Johnson

City Engineer John Geurin

Code Compliance Manager Joey Forgione

Deputy Public Services Director Tim Pietenpol

Deputy City Manager Webb Warren

Principal Planner Lauren Witt

Senior Administrative Coordinator Lorraine Berrish

Library Director Wen Livingston

Stormwater Manager Sara Sims

Land Use Attorney Kimberly Kopp

City Clerk Rey Bailey

Public Services Director Michael Burgess

Parks/Recreation Director Lisa Firth

IT Manager Matthew Pace

Building Official Noell Bell

Finance Director Bragg Farmer

HR Manager Karen Jankowski

Deputy Parks/Rec Director Scott Berrish

City Attorney Kyle Bauman

Facilitator

Buz Eddy

1. Welcome Introduction – Overview of the Day

The City Manager welcomed everyone to the workshop. After introductions of all meeting participants, the City Manager and the meeting facilitator Mr. Buz Eddy provided a brief overview of the workshop, discussed its overall objective and reinforced what needs to be accomplished during this time.

2. Where Are We as an Organization?

A) Organizational Accomplishments for 2019

The City Manager and Deputy City Manager provided the following presentation:

Office of the City Manager

- Kicked off Energov Project
 - ❖ Scanning documents

- ❖ Representative from Community Development, IT, Code Compliance, Public Services, Clerk's Office and City Manager's Office working together
- ❖ The organization is documenting their processes and finding ways to streamline our workflow and improve our work product
- Simplified the Paid Parking process
 - ❖ Drastically reduced staff time to manage paid parking
 - ❖ Increased revenue for parking improvements
- Civic Clerk Agenda System
 - ❖ Numerous new employees have been incorporated into the system in 2019 and is learning our agenda process
 - ❖ Increased use by the organization as well as required training for the system
- Wage & Classification Study
 - ❖ Increases to minimum market for job class
 - ❖ Staffing levels – recruited and filled 15 full-time positions
- Process Maps and Workflows within City Departments
 - ❖ All departments analyzing workflows and processes within their departments
 - ❖ Lays foundation for systematic processes to be implemented within Energov and other systems
- CIP & Special Projects
 - ❖ Joe's Bayou Recreational Area
 - In December 2016, grant application submitted for NRDA - Restoration Project. This \$12 million project will improve access to the existing boat ramp, enhance recreational amenities, and enhance and restore the topography and natural resources at Joe's Bayou Recreation Area and Mattie Kelly Park and Nature Walk. Grant to be managed by FDEP
 - ❖ Clement Taylor Park Renovations – Status:
 - OCBOC approved application submittal to US Dept of Treasury on 9-3-10. Initial Treasury review comments received, and replies sent. Awaiting Treasury to award the grant and then will enter into sub-recipient agreement with County
 - ❖ Captain Royal Melvin Heritage Park & Plaza
 - Final design plans approved by Florida Communities Trust (FCT). OCBOC approved application submittal to Treasury on 9-3-19. Initial Treasury review comments received, and replies sent. Awaiting Treasury to award the grant and then will enter into sub-recipient agreement with County
 - ❖ Created the Public Beach Initiative in 2019 that has resulted in \$8.5 million in initial commitment to beach property purchase
 - HAAS Center is compiling economic/job data and survey to help secure Triumph funding through the application process
 - Data will drive final application

Public Information Office

- Increased presence with social media. The City continues to see growth on social media. Over 9,210 followers and 8,900 likes on Facebook
- The City launched Nextdoor to boost neighborhood communication, with targeted audiences of over 2,700 residents
- Staff has also been in contact with Get the Coast, a digital media outlet covering government initiatives
- Increased presence with print media

- Increased cooperation with strategic partners and other organizations such as the US Census Bureau

IT Highlights

- Installed a new virtual server backbone to support the Energov software package and increased capacity of cloud backups
- Upgraded our MUNIS financial system to the latest 11.3 version to provide enhanced tools for the organization
- Office 365 migration for all users to increase organizational productivity and sustainability in disaster scenarios (in progress). Also provides much improved real-time collaboration in office documents
- Short-Term Rental application process improvements
- Improved mobility and communication resources for Code Compliance
- IT has created a knowledge-based system that continue to grow with articles to help employees with everyday IT needs

City Help Desk – FY 2019

- Requests through website

CATEGORY	SUBMITTED	CLOSED
Active City Projects	9	10
Beach and Harbor	58	60
Building Licenses & Permits	33	33
Code Compliance	102	102
Garbage Service/Debris	13	13
Miscellaneous	26	24
Parks and Recreation	18	19
Public Records Request	69	94
Streets and Sidewalks	68	72
TOTAL	396	426

Code Compliance Office

- Code Enforcement changed to Code Compliance and moved within the City Manager's Office
- New Staff: Harbor Waterways Compliance Officer and Beach Compliance Officer
- Expanded hours of operation to include weekends
- New protocols to better handle after hours Code Compliance issues
- Increased visibility: striping & light bars on vehicles and mobile offices
- Tech Advances: Code Compliance now equipped with in-car computers and printers to increase efficiency and effectiveness
- Between 10/01/18 thru 09/30/19: 1894 registrations, \$303,325 (STR, LTR, Livery Vessels, Beach Vendors)
- Between 10/01/18 thru 09/30/19: 2746 cases, equaling 4640 code cases and 6693 activities

<u>Code Compliance Registrations</u>		<u>Affected Areas</u>
Short-Term Rentals	1010	South of US Hwy 98
Long-Term Rentals	393	North and South of US Hwy 98
Livery	450	South of US Hwy 98
Beach Vendor	41	South of US Hwy 98

Community Development Department

- Realignment of the Comprehensive Plan/Land Development Code: 467 of 468 parcels successfully rezoned (99.78%)
- 1,250 lien search requests
- 3640 responses to property information and general inquiries
- 18,500 documentation and maintenance of records
- 3380 visitor signs in's responded with customer service
- 25 ordinances proposed by staff (3 by applicants); 24 were adopted by Council

Finance Department

- Government Finance Officer Association Certification of Achievement for Excellence in Financial Reporting – Awarded to the City for the 25th consecutive year
- Expanded the budget process to provide more review time for City Council and staff. Hosted 3 budget workshops
- Distinguished Budget Award – Awarded to the City for the 16th year in a row
- Paid Parking Project – Staff assistance and management of process
- MUNIS Financial System Upgrade – Staff assistance and training

Office of the City Clerk

- The Clerk's staff provided administrative support for 128 evening meetings totaling approximately 256 hours; and which required production of 128 sets of minutes
- The Clerk's Office completed and distributed meeting minutes within 10 business days following the meeting 96.8% of the time
- Minutes of meetings were approved by appropriate bodies without challenges or corrections 97.6% of the time
- Quarterly inventory of records database reveals timely destruction of obsolete records accomplished 100% of the time
- Public records provided within 3 business days of request 96.6% of the time. The 3-day standard is consistent with the standard set by most other local municipalities

Library

- 54,000-plus visitors in 2019
- 1,500-plus patrons attended programs and STEAM focused special events during the summer reading program
- 204 children and teens signed up for summer reading logs and kept track of their reading. The Rotary Club of Destin sponsored the summer reading program for 2019
- Code Club (started in the Fall of 2016). Every class has been filled to capacity since its inception
- Art hanging system was added to the library with a rotating exhibit from local artists

- New and expanded collections of e-materials including eBooks, eAudio books, digital magazines, Lynda.com, and Brain Fuse (learning and tutoring platforms). E-material checkouts have increased 84% from 2018
- Moveable shelving fixtures replaced static shelving which allows flexible use of library space

Parks and Recreation Department

- On-leash Dog Pilot Program was successful and expanded. We now have 5 neighborhood leased dog friendly parks
- Parks crew cover Beach Parks and Boardwalk from dawn to dusk to better serve our residents and visitors
- Replaced decking and rails at June White Decker, Crystal Shores
- Resurfaced walking track at Morgan's Sports Center
- Installed Earth Network Outdoor Lighting Alert System at Morgan's Sports Center
- FY 2019 Rentals and Registrations
 - ❖ Morgan Sports Center
 - Rentals - \$42,975.10
 - 18 Tournaments - \$55,757.84
 - Adult Program Registrations – 631
 - Children Program Registrations - 688
 - ❖ Buck Destin Park
 - Rentals - \$5,190.50
 - ❖ Joe's Bayou Boat Launch
 - Ramp Fees - \$85,283.00
 - Commercial Passes - \$2,060.00
 - Non-Resident Passes - \$5,125.00
 - Resident 2nd Passes - \$1,305.00
 - ❖ Community Center
 - Rentals - \$22,787.72
 - Adult Program Registrations – 712
 - Children Program Registrations – 895
 - Volunteer Hours – 2,654
 - ❖ Clement Taylor Park
 - Rentals - \$2,464.70

Public Service Department

- Secured amendment from NFWF to use remaining grant monies to fund two new stormwater projects – Calhoun Avenue and Cross Street
- Five major paving projects were completed – Mattie M. Kelly Blvd, Stahlman Avenue (98 to Kelly Street), Gulf Shore Drive (98 to Sandpiper Cove), Restaurant Row and Scenic Hwy 98 (Restaurant Row to 98)
- Public parking lots re-striped: Morgan's Sports Center, Destin Cemetery, City Hall Annex and City Hall
- 1405 feet of sidewalk has been repaired or replaced throughout the City
- All Public Services staff has completed FEMA Emergency Management Training Modules for the Incident Command System (ICS) and the National Incident Management System. Supervisory staff in our Public Works Division have completed both the Debris Management Plan Development course as well as the Debris Operations course

- Embraced new technologies to streamline our processes
 - ❖ Digital on-line fillable permit application forms
 - ❖ Using cell phone apps to collect field data and import it into our geographical Information System (GIS)
 - ❖ Using updated aerial photograph to conduct infrastructure assessments (in progress)
- Permitting process started on two park projects – Construction of Royal Melvin Heritage Park and Clement Taylor Park
- Street Miles Swept – 230 miles removing approximately 75 cy of debris. Replaced over 400 signs
- Work Orders Received/Works Orders completed within 5 days
 - ❖ 933 work orders received
 - ❖ 692 completed within 5 days
 - ❖ Completion percentage – 75%
 - ❖ Rights-of-Way Permits Processed – 246
 - ❖ Main Street/City Hall Banner Poles Installation- Artwork Banners placed
- Added signage to all paid parking lots as well as added parking signs to help address parking issues on Stahlman/Sibert
- Emergency washout repair at Joe's Bayou
- Installation of two new transit stops
- Assisted Beach Safety installation of new lifeguard stands at Norriego Point
- Initiated a monthly safety training program for Public Services staff
- Truncated domes replaced – 100-plus installed

3. Where Are We Going?

A) Council and Mayor Key Initiatives and Projects

1) **Beach Re-nourishment**

- a. Establish a schedule with permitting and funding factored in.**
- b. Must keep East Pass open**

Councilmember Overdier wants the City to be proactive and work with the Army Corps of Engineer (ACOE), Okaloosa County, State and other appropriate agencies to be placed on regular schedule for beach re-nourishment and dredging rather than waiting until the beach is washed away before taking action. He stated that regular dredging is necessary to keep East Pass open and avoid involvement in litigations which only slows down the process.

Mr. Eddy emphasizes that the permitting process is very difficult. Early application is necessary to get on a regular schedule; and that if they have to put up matching money, it would be much easier to do it incrementally.

The City Attorney noted they have been in two permit administrative challenges. The City prevailed on the permit challenge to the City of Destin's permit. The challenge to the Army Corps of Engineer (ACOE) permit is still pending; however, it is a similar case and so they anticipate a similar result. He also stated that the City is working with the ACOE to expedite the process. The City has received some indications they may be able to dredge at the beginning of the year. It will be under the City of Destin permit, which would require disposal on the Holiday Isle beaches. They plan on modifying their permits after they get through with this process because these permits have left them exposed to administrative challenges under their present condition. They also anticipate ACOE and FDEP willing to work with the City to get on a 5 to 7-year dredge schedule.

2) Public Beach Access

- a. Pull trigger on land purchase.**
- b. Establish public access corridor along areas with private ownership**

The Mayor noted that they have approximately \$6.8 million earmarked for this initiative. The initial plan was to get as much money as possible before deciding which property to purchase; however, some Council members feel they need to start doing it now rather than later in order to get more things accomplished. He also stated that they are waiting for the Triumph funding as well as the report from the HAAS Center. They have submitted the preliminary application to Triumph; but before they could submit a complete application, they would need the result of the HAAS study to determine the return on investment and the economic impact of public beach park.

The Mayor suggests they go ahead and spend a portion of the available money to purchase some of the properties, some of which are located next to existing beach access points, since they do not now when Triumph funding will be available. He also stated that working with the federal government could be an arduous process; and that being able to provide beach access as early as next year would encourage and excite the residents.

Councilmember Destin suggests they preserve every advantage they have to be able to obtain the Triumph funding; adding they need this money in order to obtain their number one and number two options. However, he would be willing to support purchasing smaller properties that are already located adjacent to the property they already have as long as it does not exhaust their existing funds.

Ms. Sandy Trammell, a Destin resident, suggests the City pursue leasing some of the land with the option to buy when they receive the money from Triumph.

The Mayor noted there was a property owner who offered that option, but the City did not consider it. He also stated that when the HAAS Center produces their report, they would have a much clearer picture of all their available options.

Councilmember Braden suggests trying to lock in the price of some of the properties they have on the list now until the Triumph money becomes available.

According to the City Attorney, there are potential arrangements they could explore in entering into contingency agreement with property owners. If directed by Council, they could explore contingency contracts with property owners pending the availability of future funds.

The Finance Director suggests they do not limit themselves to the \$2 million the City has already committed; adding that if the right property becomes available and it is a good deal, they should go for it. He also stated that if the Triumph funding is still a few years away, the City would have enough time to accumulate additional money in their reserved funds.

Mr. Eddy stated that the City should try to communicate with the County Administration, the Triumph Board, and the HAAS Center staff the dilemma they are facing with the rising prices and with the parcels becoming less and less available.

Councilmember Destin recommends they discuss instructing staff and the City Attorney to try to negotiate some contingency contract with property owners at a future Council meeting.

3) Traffic

a. Develop a plan to improve level of service

b. Work with MPO and FDOT

4) Implement Destin Crosstown Connector (two lanes)

Mr. Eddy stated that traffic is always a big issue, especially during the summer season in Destin; and that it has come up more often in his discussion with individual Council members. He added that the Destin Crosstown Connector has become quite a controversial subject.

According to the Mayor, even though the crosstown connector is quite a controversial issue, he feels the Council came up with a real good compromise and staff is working hard to get a two-lane design done for the road. He stated they need to expedite this process so that the Council could approve the project soon. He also noted that when he and the City Manager met with FDOT Secretary Gainer, they were told the \$2.7 million funding for the project would still be available once the City approves the final design for the project. He added that two County Commissioners assured him TDC funding would also be available.

The City Manager announced that staff would be bringing back a list of qualified engineering firms willing to take on that project at the first meeting in December.

Councilmember Destin explained they are not redesigning the entire project. They are simply making some adjustments to the current design; and so, they would be using some of their continuing services contractors for this project.

Mr. Eddy stated that when talking about the crosstown connector, they need to consider other factors such enforcement, traffic calming and traffic circles because they are creating a parallel facility to US Hwy 98.

Ms. Trammell mentioned that one of the things that contribute to the traffic problems especially during the summertime are people that are speeding up and then slowing down while trying to find places because they do not know exactly where they are going. Other cities handled this situation by numbering their traffic lights to make it easier for people to find places. It also makes giving direction much easier.

Councilmember Ramswell agreed with the numbering system, adding she had mentioned the same thing to Mr. Eddy when they met. She stated that the idea of having wayfinding signs that are numbered, such as Exit 1, Exit 2 and so forth, is much more convenient.

Councilmember Menchel noted that when he was a member of the Public Works and Safety Committee a few years ago, they suggested the numbering system for the streets because they felt it makes a lot of sense. He asked if they need FDOT's permission to install the numbered signs.

Mr. Burgess stated that since FDOT owns the right-of-way and they installed the signs, they would probably need to obtain their permission to put up numbered signs; however, he would investigate it to make sure.

Mr. Shane Moody of the Destin Chamber of Commerce stated they tried to undertake this initiative with the mile markers signs several years ago; but FDOT did not approve. They also tried to get Gulf Power to approve putting signs up on the power poles, but they also refused.

5) Underground Utilities

a. Implement in phases

b. Plant street trees immediately thereafter

The Mayor noted that in their negotiations with the new owner of the Gulf Power Company, one of the key issues being discussed is undergrounding the Destin utilities beginning in US Hwy 98.

According to Councilmember Destin, the single largest vision he has for the City of Destin is undergrounding the utilities and streetscaping. He stated that the City has approved too many large buildings, garish designs and signage. Their only option to bring back the charm they have lost is to underground the utilities and fill US Hwy 98 with Live Oaks and native landscaping. This would also provide added protections during severe weather. He continued they need to make an ambitious, multi-year investment in their infrastructure and aesthetics to be able to jump start the development and redevelopment in Destin and back the higher-level visitors they have lost.

6) Short-Term Rentals

7) 24/7 Code Enforcement

a. Body cameras for Code Enforcement

Mr. Eddy stated that people are building big houses along the beach and using the VRBO or Airbnb. A lot of people are showing up at houses to have a great time, but what they are doing are not exactly conducive to single-family home next door who wants the quiet enjoyment of their property. The idea of 24/7 code enforcement schedule to enforce short-term rental regulation was frequently mentioned during his conversation with each member of the Council.

The Mayor noted that the newly appointed Short-Term Rental Task Force are currently meeting on a regular basis to address some of these issues.

Councilmember Menchel stated they talked about additional manpower at the previous Council meeting; at which time he suggested a 6:00 PM to 2:00 AM shift because they need the coverage after midnight to take care of the noise and parking issues. He also stated that safety issue is not a big concern because if the code compliance officers need some assistance, they could always coordinate with the Sheriff's Office.

According to the City Manager, the Code Compliance Manager is interested in adding a later shift, possibly till 2:00 AM. However, the purpose of this Visioning Session is to prepare for FY 2021. If they implement this plan for the upcoming tourist season, they would need to do a budget amendment because there would be a need for some additional staff and probably an additional vehicle to cover the extra shift.

The Mayor stated that anything that happens after midnight is not normally related to trash or illegal parking, and so it ought to be the responsibility of the Sheriff's Department, not the City's Code Compliance Department.

Councilmember Braden stated that the Code Compliance officers need to issue more citations that warning tickets to discourage code violators.

Councilmember Marler suggests they consider having their Code Compliance officers attend some law enforcement standard courses to give them a better education and a little more

insight on how to approach people and how to react to certain situations from the law enforcement point of view.

Councilmember Menchel stated they could ride also along with the Sheriff's deputies to learn these things.

Councilmember Menchel also mentioned that several violations involve repeat offenders. He recommends considering some sort of elevated penalties for the repeat offenders.

The City Manager noted this is one of the issues currently being addressed by the Short-Term Rental Task Force; and that it would involve some amendments to the current ordinance. The goal is to get the amendments approved by Council prior to the start of the tourist season.

The Code Compliance Manager Joey Forgione discussed the following proposed schedule for the Code Compliance Department:

	SAT	SUN	MON	TUE	WED	THUR	FRI
Admin			8-5	8-5	8-5	8-5	8-5
Day Shift			6-3	6-3	6-3	6-3	6-3
Night Shift	3-11	3-11	3-11			3-11	3-11
Harbor Unit	7-4	7-4	7-4			7-4	7-4
Beach Unit	7-12	7-12					7-12

Mr. Forgione also noted that he has coordinated through the Sheriff's Office having a deputy to provide some assistance to the code enforcement officers on night shift duties, if necessary, when following up on a noise complaint.

8) Charge for parking near access points.

a. Destin to maintain beach near the access points (i.e., trash pick-up and raking)

Councilmember Ramswell stated that she had seen significant deterioration in the condition of the beach in terms of raking and trash. The beach was raked nearly daily when Sandman used to provide this service. Now it is a big deal if the beach is raked once every two weeks. The beach is their main feature and their number one tourist generator. They need to take pride in their beaches. They need to find a solution to this issue.

The Mayor asked the City Manager to discuss this issue with the County. One solution maybe to ask the TDC to set aside the money they would normally use to pay someone to manage the beaches and transfer the money to the City and let the City handle it.

9) Streamlining permitting

a. Not by relaxing rules but by getting to applicants quicker with the information they need.

b. Certain conditional permits do not have to go back to Council

Councilmember Braden stated that he hears complaints from a lot of contractors that it takes forever to obtain a permit in Destin.

Mr. Eddy noted that the Community Development Department staff is developing a system whereby a developer can find out the current status of their development application and the steps to be taken to expedite their permitting process. The system would provide more coordination, increase transparency and improve the process.

According to Deputy City Manager Webb Warren, it is one of the City's top priorities, and that City staff is very dedicated to this project as they expect to see significant improvement in the process. It is going to be a difficult process since they are changing the way they do business. It could take a year to get through the first phase because it is a monumental phase.

Building Official Noell Bell explained that implementing the new software is the key. There will be a checklist built into the system. It asks for information that the applicant would need to produce in order to go forward with the permitting process. The review time for staff will be a lot shorter because everyone will receive the information at the same time instead of being passed on from one division or department to another.

The Mayor asked when they could expect the system to take effect.

According to Mr. Warren, it is going to be a 12-14-month process to get through phase one. They are currently ahead of schedule but there are a lot more to do. They have been working with Okaloosa County as the County is also considering implementing a similar system.

Councilmember Destin noted they are channeling approximately \$400,000 into the Community Development Department for the next 1 ½ year from short-term rental fee increases. That money can also be utilized to hire more staff involved in permitting.

The City Manager stated they could expect improvements during the 12-14-month phase one period. The processes they have been working on are already in place. It includes some benchmark data for how long it should take to process each individual permit as each permit is different. This data will allow them to determine whether they are meeting their goal.

The Human Resources Manager noted there are still two positions open in the Building Department. It has not been easy getting people to fill those positions because it is currently a job seekers' market and they are losing people before they could recruit and interview them. They have made some offer, but the persons declined the offer.

Councilmember Destin stated that he understands they are competing with the private sector and so he supports giving staff the resources necessary to make compensations more competitive. He suggests re-addressing the issue with regards to compensation.

According to Mr. Eddy, another issue that came up during his discussion with the Council was the possibility of a code amendments for conditional use permit. Once the condition is met whether it should go back to Council for approval or if it can be handled at staff level.

The Mayor stated that he would prefer the latter because the Council's job is to legislate. City staff is the expert on this matter; and so, they should administrate the process. He added this is an issue they should discuss at a future Council meeting.

The Land Use Attorney stated it is the Council's prerogative to establish a policy in this regard; however, the Community Development Director is happy with the current procedure since

they do not have an excessive number of conditional use permits coming in that would fill the Council's agenda. She added the Council can always change the policy if necessary.

10) Complete Heritage Park Project Village Inn

No discussion

11) Establish regular communication with City Manager.

- a. Need system to follow up on items raised by Council and citizens.**
- b. Check minutes of committee meetings immediately to see what follow up is needed.**
- c. Check contracts to be sure vendors are providing services they are being paid to provide**

Mr. Eddy stated that this item involves meeting minutes of volunteer committees and boards. Sometimes the Council does not see the minutes until much later and so action items are not immediately addressed.

Councilmember Menchel stated that many citizens devote a lot of time on these committees. Motions are made and captured in the minutes. Since these minutes must be approved by the committees, it would take at least a month before Council sees them. They do not have a process in place currently for the committees to immediately convey the information to the City Council unless the members call their individual Council member and provide them the information. He also stated that as the previous chairman of the Public Works and Safety Committee, once the committee adopted a motion, he would ask to get on the Council's agenda to address important issues.

The City Clerk noted they make it a point to provide draft copies of the minutes to Council once they are completed; normally within days following a committee meeting. These minutes are considered draft until approved by the committee.

Councilmember Menchel remarked that in many cases some members of the Council do not read the draft minutes. He continued they need to establish a standard operating procedure to get important information to Council as quickly as possible. They need to inform the chair of each committee that they can get on the Council's meeting agenda and address any of their committee's action before the City Council.

Councilmember Menchel also stated they need to establish some sort of mechanism to quickly share more information to the Council, and that the spreadsheet the City Manager developed is a good start. However, they need to automate it to provide Council immediate access to it. This would alleviate members of the Council having to asked a lot of questions regarding the status of certain projects at Council meetings.

According to the City Manager, they are currently working on a technical solution to providing the spreadsheet "live" instead of just sending a .pdf version of it to Council once a week. The process will allow members of the Council to log in and review the material.

Councilmember Menchel also requested that more items, such as special meetings and events, be placed on the Council's Outlook Calendar,

The City Clerk noted he used to be able to update the Outlook calendar for several of the Council member who requested it. The new system requires him to have permission to access and input information into everyone's calendar. He would coordinate this matter with the IT Manager.

12) Need grant writer on staff. Need engineering consultant with expertise in underground wiring phasing and funding

The City Manager noted that this position has been advertised. The position involves a combination of grant writing and project management.

Councilmember Destin stated the undergrounding of the utilities is a massive project. They would need to have a project manager whose sole responsibility is to manage this project for the City over the next 10 years. It would require a lot of coordination with landowners, attorneys, the Gulf Power Company and other utility companies. This person can either be an outside consultant that they would have to pay on a contract basis, or a City employee with a sole duty of handling this project for several years. He would like to discuss how they would finance this position at future Council meetings.

According to Councilmember Braden, the new grant writer would need to handle this project similar to the way the previous grant writer handled the Heritage Park project. Once this project commences, someone would need to provide the Council a status update at every Council meeting.

Councilmember Destin stated that the project manager's responsibility should be segregated from the grant writer's responsibility because this project would be too much for one person to handle. Undergrounding the utilities is a highly specialized project and it would be almost impossible to find a project manager who is also a grant writer. He added that a grant writer's sole purpose should be pursuing grants for the City.

The City Manager agreed that undergrounding is a separate issue; and that they do not have the in-house capability to handle the project. He also stated he has temporarily placed the new City Engineer to be the point person for the project until they either hire a staff member or contract with an outside entity to manage the project.

Councilmember Destin noted that everything is contingent upon the City's franchise agreement with Gulf Power as to the amount they should earmark from the franchise fees they collect for the undergrounding. They would also need to budget for landscaping and staffing resources that go along with moving the project forward. He continued that he expects the franchise negotiations with Gulf Power to continue to next year. He recommends planning to make sure they either fund the project through the franchise fees or through their general revenue so that when the project starts, they would have money available from one source or another.

13) Need wider sidewalks. FDOT money is available

14) Finance needs to be more cooperative with Council

No discussion.

15) Look at restricting boat and RV parking in front and side yards

16) Improve entrances to Destin from east and Mid-Bay Bridge

17) Develop unified wayfinding signs and rekindle adopt-a-street program. Install hangers on streetlight poles for decorative and informative banners

Councilmember Ramswell addressed items 16 and 17 above. She stated this is about beautifying and creating a unifying theme in Destin. They could do such things as making all the street poles at certain style, adding drawing of a marlin or a dolphin on street signs, or something that would alert people they are in Destin.

The Building Official noted that the Community Development Director is currently working on a presentation on wayfinding signs and planned on bringing it to Council once it is completed.

The Mayor noted that the TDC is in the process of doing a County-wide wayfinding project. It involves a substantial amount of money which would include a “Welcome to Destin” sign on the Mid-Bay Bridge.

Mr. Warren noted that the City’s Public Information Manager and other members of staff have been working with the County to make sure they are not running a parallel process.

18) Need staff to take initiative in bringing matters to Council – “They don’t need to wait for us to see a problem.”

Councilmember Ramswell would like staff to feel free to bring ideas, or something that they feel would make a certain process more efficient, to the attention of the City Council and not wait until a problem occurs before doing so. She stated they want staff and the City to be successful and they want to be able to empower staff to do certain things.

- 19) Install boardwalk under bridge to north and east to encourage further development of harbor side**
- 20) Build parking garage with retail on first floor and with a charge for parking**
- 21) Height limits to 5 rather than 13 stories**

The Mayor recommends they address the above 3 items at the same time since they all fit together with their discussion about redevelopment.

Councilmember Marler stated there have been various complaints about inadequate parking in the harbor. He pointed out that according to the easement agreement between the City and various harbor property owners, the City and the property owners are to do whatever is necessary to provide sufficient parking, including building parking garages. He continued that they have the adequate land to start building parking garages, but they have never tried to pursue it. He added that providing adequate parking is the City’s responsibility based on the easement agreement they signed with the property owners.

Councilmember Marler also noted that paid parking is now the norm, and that the City and most of the properties in Destin are now charging for parking. He stated that they need to come up with a system that is consistent and fair for everybody. The City currently charges \$5, while other properties charge \$10 to \$20 for parking. He added that visitors might find parking in Destin too expensive and decide to go somewhere else.

The Mayor stated that they would eventually need multi-story parking garages specially if they are talking about redevelopment of the harbor district as well as redevelopment between

Mountain Drive and US Hwy 98. They should start working on the funding and making other plans ahead of time.

The Mayor stated that establishing height limit to 5 rather than 13 stories is already included in the comprehensive plan they just approved.

Ms. Bell noted that the height limit in the comprehensive plan is 6 stories or 75 feet in both the North and South Harbor District.

Principal Planner Lauren Witt added that the only exception to that rule is if there is an existing development order which could be subject to the previous rule in existent at the time it was issued.

22) Install traffic calming features on certain neighborhood streets

23) Need more boat ramps and parking

24) Control signage. Amortization of certain existing signs particularly in western part of the city

4. Public Comments

Mr. Greg Darden of Structured Parking Solution stated that the parking issue is not all about the lack of parking. It is also about behavioral control, wayfinding signage and street improvements. He noted that the RFP the City Council put out over a year ago was not all about parking improvements. It was also about looking for a team that could make recommendations and perhaps provide transportation improvements that included parking, and that his company was selected to provide that service. They provided the City Council a forward-looking contract, and that the first thing they suggested on their report was to allow them to do some parking study and report back to Council. The process stalled for a lot of good reasons, but they are still available if called upon by the City.

Mr. Mike Raim, a Destin resident, noted that many of the roads in Destin are not striped. They also have bike lanes and “no passing” signs that are no longer visible. He stated that adequate and good street striping helps slow down traffic.

Mr. Raim expressed the need to establish rules relating to golf carts. There have been many violations including children that are not old enough to drive a vehicle but are driving a golf cart on the street. He also stated that by State statute, golf carts or SLV are not allowed on major roads or highways.

Mr. Raim noted that when short-term rental was first allowed to exist in his neighborhood at Bay Estates, there were 17 vehicles parked on the street during the first weekend of their existence. It has taken 2 ½ years to disallow short-term rentals in his community. He recommends that when anyone sells a piece of property, there should be a notification given to perspective buyers that no short-term rentals are allowed in the neighborhood.

Mr. Raim also stated he is a member of the Harbor CRA Advisory Committee and they supported building parking garages a few years ago; however, he does not think parking garages sell very well. He added that the Marler Street Parking Lot is never full except during special events such as the Destin Seafood Festival.

Ms. Sandy Trammell, a Destin resident, would like to see the re-establishment of the Environmental Committee. She also stated they need to consider a ban on plastic bags. They do not belong on recycling and that many cities are already banning plastic bags. She would like the City to address the short-term rentals situation north of US Hwy 98 as they also have problems in that part of town. She urges the City's Code Compliance Department to write more citations and impose higher fines. She also expressed the need to train the City's volunteer committees and generate a process whereby actions of the committees are taken to Council immediately. She also noted that the parking area behind the Destin Community Center seems to be full all the time, and that they should start there if they are thinking about building a parking garage. Another perfect location for a parking garage is the area near Destin Elementary School.

Ms. Leigh Moore, representing the Howard Group, stated that the City Council will be making a very difficult decision regarding the underground initiatives and the comprehensive plan rewrite. Undergrounding utilities on US Hwy 98 is a must because that is where most of the commerce happen. They also believe the cost for undergrounding has come down substantially and so now is the time to move forward with it.

Ms. Moore also stated that the City's code with regards to permitting needs to be clear, predictable and easily understood by people wanting to develop or redevelop and are willing to adhere to the code and follow the City's vision. The process also needs to be extremely fast.

Ms. Moore urged the City to be more assertive about architectural guidelines, signage control, landscaping requirements and lighting; adding they could have control and guidelines in place and still allow property owners and developers to be creative. They also feel the City could bring existing development into compliance. They could provide everybody an amortization period to bring their signage, landscaping and lighting into compliance with the new code.

Ms. Peggy Vinson stated that his company, Vinson's Investment Properties, serves as a consultant for metropolitan cities. Some of the things the City is undertaking will put them on a time scale with other metropolitan areas. Destin is so sophisticated, but they can offer something that would complement Destin. The City has all the watersports; but what they need is an ice-skating rink as there is nothing nicer than seeing young people learning to ice skate. Funding has already been established for it as private funding will always be available for the City. Hospitals are already on board with the ice-skating concept because families can do it for their health.

The Mayor noted it is not just about an ice-skating rink, but a multi-sports complex that would basically replace a community center. It would provide all the same services including basketball, volleyball. and indoor soccer. They would also be able to hold conventions. It is something they would need to consider into the future. It would require a public-private partnership. He added that as Destin continues to grow, they will need to provide more things to their residents and visitors. .

Mr. Freedlander of the Pensacola Arena Development Partners stated they are developers of public-private partnerships; and that they have proposed the development of a multi-use Convention/Sports Center at Escambia County. They take responsibility for the design, construction, financing, maintenance and operation of the project, as well as seeking Triumph funding for the project. He provided a brief overview of the project and then offered their assistance to the City of Destin.

Lunch Break 12 – 12:30

Following the break, Councilmember Menchel noted there are some items that he brought up during his one-on-one discussion with Mr. Eddy that were not included on the list.

The Mayor gave Councilmember Menchel the opportunity to discuss those items.

Councilmember Menchel proceeded to discuss the TDC funding of the Sheriff's contract; stating there are other money available for law enforcement purposes that they have not capitalized on. The Sheriff's contract just went up considerably this year. He reiterated that 80 percent of the calls for service in the City of Destin are for tourists. The City of Destin should not continue to pay such a large sum of money for law enforcement when 8 out of 10 calls are for tourists. They were not able to pursue more money from the TDC this year because their budget process was already completed; but the need to make sure they collect that money next year. He also stated that the City has never factored in the cost of the building Sheriff's deputies are currently utilizing; adding it would need to be considered as the Sheriff's Office continues to raise their rates for services they provide to the City.

Councilmember Menchel stated that the other topic is about having continuity with the lighting along US Hwy 98. Each block has a different color light. They also have the new lighting as part of the 3R project, but they still have a lot of dark areas on US Hwy 98.

5. Prioritization of Initiatives and Projects

Mr. Eddy stated that all the objectives the Mayor and Council identified have all been listed on the board. He gave each elected official a set of "dots" (one dot equals one vote) and asked them to select their priority objectives for implementation by placing one dot per objective they wish to support. The projects will be prioritized by the number of votes received.

Yellow dot = Priority #1 (Most important)
Green dot = Priority #2
Blue dot = Priority #3

Voting on prioritization of objectives resumes.

The results of the voting are as follows. The number and type of votes received are identified in parentheses following each objective.

- 1) Public Beach Access (1, 1, 1, 1, 1, 1)
 - a. Cleanup/Raking/Maintenance
- 2) Undergrounding Utilities (1, 1, 1, 1, 1)
 - a. Streetscaping
- 3) Short-Term Rentals (2, 2, 2, 2)
 - a. Control "where"
 - b. More "violations" – North of Hwy 98
 - c. Consider report from committee
 - d. Repeat offenders
 - 1) Elevated penalties
 - 2) Pull the business tax receipt

- 4) Grant Writer (2, 2, 3, 3, 3)
 - a. Advertise
- 5) TDC funds for Sheriff (1, 2, 3, 3)
- 6) Multi-use Convention/Sports/Community Center (1, 1)
- 7) Traffic (2, 2, 2)
 - a. Complete 2-lane connector
- 8) Boardwalk under the Bridge (1, 2, 3)
 - a. Install and encourage development of harbor side
- 9) Parking Garage – (1, 2)
 - a. Build
 - b. Retail on first floor
 - c. Charge for parking
- 10) Beach Re-nourishment – Planning Schedule (2, 2, 3)
- 11) Communication (1, 3)
 - a. Streamline permitting
 - b. List of priority projects (status)
 - c. Regular meetings with the City Manager
- 12) Control signage. Amortization of certain signs particularly in West Destin (2, 3, 3)
- 13) Wayfinding (1, 3)
 - a. Unified process
 - b. Adopt-A-Street
 - c. Hangers and informative banners on street poles
- 14) Golf Cart/LSV Rules (2)
- 15) Continuity streetlights (2)
 - a. LEDs
- 16) Improve entrances to Destin from the east and Mid-Bay Bridge (3, 3)
- 17) Striping Streets (3)
- 18) Committee Training (3)
- 19) Sidewalks (3)
 - a. Wider
 - b. More walkable
- 20) Reestablish Environmental Committee
- 21) Boat and RV parking restrictions in front and side yards
- 22) Height limits to 5 rather than 13 stories
- 23) More boat ramps and parking

- 24) Install traffic calming features on neighborhood streets
- 25) Architectural guidelines
- 26) Install traffic calming features on certain neighborhood streets
- 27) Need more boat ramps and parking
- 28) Control signage. Amortization of certain existing signs particularly in western part of the city

6. Public Comments

Ms. Karen Lugo, a short-term rental owner, stated that listening to the conversation of the Short-Term Rental Task Force, what seems to be the solution to the issues identified are not being addressed. The City's leverage points are the property management companies and the homeowners' associations (HOA). The Task Force seems to have decided not to regulate the HOAs. She stated there are good and bad property management companies. It has taken her years to find an excellent property manager in Destin. She stated that it does not matter how many citations they issue, unless they are talking to people at the local units where either the HOA or the property managers have created the contract with the renter it would be very difficult to address and really resolve the problems that are identified. A lot would be accomplished if the Task Force were talking to a group of liaisons from HOAs and property management companies. She stated that she has been encouraging property managers to get more involved. She further stated that not all short-term rental owners make a lot of money. She has put in \$300,000 in her two homes over the last few years mostly due to a lot of moisture damage, and that she does not expect to see any profit any time soon. She added that she and most of the short-term rental owners love what they are doing and want to be part of the solution, but they have not been fully represented at the Task Force.

7. Closing Comments

Having no further business at this time, the meeting was adjourned at 2:45 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2019

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Lance Johnson, City Manager
Bragg Farmer, Finance Director

FROM: Michael Burgess, Public Services Director

DATE: 11/12/2019

SUBJECT: Engineering Update - Two Lane Roadway

I. BACKGROUND: Council has requested an update on the progress of our Continuing Services contract for the design of a two-lane roadway that connects Beach Dr and Benning Drive.

As the initial estimates for this project could exceed \$200,000 for design and \$2,000,000 for construction, (Florida statute threshold limits set by the 1973 Consultant Competitive Negotiations Act (CCNA) for using a continuing services consultant,) staff recommends that an RFQ be advertised for design services as soon as possible.

II. DISCUSSION: Kyle Bauman will provide a summary of the 1973 CCNA requirements and their applicability to this project.

A. Link to Strategic Goals / Objectives: Objectives: 3A.-Implement multiple innovative methods of transportation throughout the city
3B2.-Construct roadways as alternatives to Highway 98

B. Effect on Budget (EOB): No budget has been established for this project.

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

III. CONCLUSION: No action is required at this time.

IV. RECOMMENDED MOTION: I move to authorize the City Manager to publish a Request for Qualifications for Design Services for the two-lane roadway connecting Beach Drive and Benning Drive and to bring back recommendations to Council for their consideration

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager
Bragg Farmer, Finance Director

FROM: Michael Burgess, Public Services Director

DATE: 11/20/19

SUBJECT: Purchase Authorization for GPS Surveying Equipment

I. BACKGROUND: The Department of Public Services requested funding to purchase new GPS surveying equipment. Funding for this equipment was approved in the FY20 budget.

II. DISCUSSION: The Department of Public Service's Leica GPS surveying equipment is over 10 years old. This new equipment will receive signals from a greater number of GPS satellites therefore improving accuracy and its usability adjacent to structures and under trees.

A. Link to Strategic Goals / Objectives: Objectives:

2B, Implement a stormwater management plan that maintains water quality in support of our fishing and tourism industries.

2C, Implement strategies and policies that encourage xeriscape, open space, and a robust tree canopy throughout the city.

3A, Implement multiple innovative methods of transportation throughout the city.

4B, Improve public use and safety of city parks, waterways and harbor.

6A, Beautify the city's streets through landscaping, streetscaping, streetlighting, and attractive signage.

B. Effect on Budget (EOB): The new GPS equipment will be \$24,928.00 and is an FY20 budgeted item.

C. Level of Service (LOS): This equipment will be used to develop the City's

first street sign inventory, sidewalk inventory and will be utilized to update the storm sewer inventory among other projects.

III. CONCLUSION: The Department of Public Services requires this equipment to carry out several of its key processes.

City staff is familiar with both Leica GPS technology hardware and software. Though this is not the lowest-cost option, staff recommends the purchase of this equipment due to its reliability, ease of use and positive customer service experiences.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to purchase new GPS surveying equipment from FLT Geosystems in the amount of \$24,928.00.

Attachments:

1. Leica Quote Nov 2019
2. Trimble SP Quote
3. Trimble R10 Quote
4. EMS Hiper VR Quote



FLT Geosystems
809 Progresso Dr.
Ft. Lauderdale, FL 33304
Tel: 800-327-0775 Fax: 954-462-4121



Quotation

Customer

Company: City of Destin
Contact: Cecil Jackson
Email:
Phone:
Fax:

Address:
City: Destin
State: Florida
Zip:
Account:

Dates

Quote Issued: 11/12/2019

Leica GS18T with CS20 Basic Controller

Part Number	Product Description	Quantity	List Price	Discounted Price	TOTAL
855304	Leica GS18 T LTE & UHF Performance SmartAntenna (NAFTA)	1	\$ 20,120.00	\$ 16,096.00	\$ 16,096.00
856074	LOP60, GLONASS option, enables GLONASS tracking on a GS18 receiver.	1	\$ 1,280.00	\$ 1,024.00	\$ 1,024.00
856075	LOP61, Galileo option, enables Galileo tracking on GS18 receiver.	1	\$ 1,280.00	\$ 1,024.00	\$ 1,024.00
834668	GAT27, Multiband LTE antenna	1	\$ 150.00	\$ 120.00	\$ 120.00
799190	GEB331, Li-Ion battery, 12.2V/2.8Ah, rechargeable, for CS20.	4	\$ 190.00	\$ 152.00	\$ 608.00
799187	GKL341, Charger Prof 5000. Charges up to 4 batteries, including power cable.	1	\$ 820.00	\$ 656.00	\$ 656.00
752292	GLS30, telescopic carbon GNSS pole with 5/8" screw. Snap locks at 1.80m and 2.00m. Includes circular bubble	1	\$ 500.00	\$ 400.00	\$ 400.00
767880	GHT63, Clamp arrangement for attaching the GHT62 holder to all poles.	1	\$ 150.00	\$ 120.00	\$ 120.00
807157	GHT66, Holder attaching a CS20 with a GHT63 clamp to a pole. GHT63 is not included.	1	\$ 130.00	\$ 104.00	\$ 104.00
6003686	1 yr Viva GNSS (GS1X) Basic CCP	1	\$ 160.00	\$ 128.00	\$ 128.00
876476	CS20 Field Controller	1	\$ 3,350.00	\$ 2,680.00	\$ 2,680.00
827698	Leica Captivate - Measure & Stakeout for CS20.	1	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00
827699	CS20 - Measure and Stake to Line	1	\$ 250.00	\$ 200.00	\$ 200.00
855306	GVP734 GNSS Rover Hard Container	1	\$ 150.00	\$ 120.00	\$ 120.00
6009619	1 yr CS20 Basic CCP	1	\$ 560.00	\$ 448.00	\$ 448.00

Sub Total: \$ 24,928.00

Delivery, configuration and training included.

Quotation Valid for 30 days.

Order Information

FLT Geosystems Inc.
Jacksonville, Florida 32225

Attn: Jerry Hooker
Tel: 904-631-4930

Email: jhooker@fltgeosystems.com

Terms & Conditions

Offer subject to Leica Geosystems terms & conditions, available at:
https://portal.leica.com/US_GT-Cs_of_Sales.txt

Full Software License Agreement:

<http://leica-geosystems.com/about-us/compliance-standards/legal-documents>



Quote #5440

Quotation

Prepared For:

City of Destin

Prepared By:

GPServ a division of Duncan-Parnell

621 Brookhaven Dr

Orlando, FL 32803

Attn: Michael Burgess

Ph: 8508376869

Email:

Quote Date: 11/14/2019

Attn: Joe Weaver

Ph: 727-385-8855

Email: joe@gpserv.com

Expiration Date: 12/14/2019

Line Number	Item ID	Item Description	Quantity	Optional	Unit Price	Extended Price
1	94334-50	SP80 GNSS Single Rcvr UHF 430-470 TRx	1	No	\$13,995.00	\$13,995.00
2	94334-00	SP80 GNSS Single Rcvr	1	No	\$0.00	\$0.00
Item Note Key Features: 240 GNSS Channels; Patented Z-Blade Technology; Patented Strobe Correlator for reduced GNSS multi-path; NMEA output; Anti-theft protection; 3.5G cellular modem; swappable batteries; 2 year warranty.						
3	92673-00	SP60/80 UHF Kit (410-470MHz 2W TRx)	1	No	\$0.00	\$0.00
4	CSTM20191114024783628	Includes composite range pole and carryiny bag	1	No	\$0.00	\$0.00
5	CSTM20191114024741784	Includes hardshell carry case	1	No	\$0.00	\$0.00
6	CSTM20191114024880870	Includes two year warranty	1	No	\$0.00	\$0.00
7	RG3-G01-003	SPN Ranger 3XC ABC Cam WWAN SP GNSS	1	No	\$5,299.00	\$5,299.00
8	67501-08	Ranger 3 Pole Bracket	1	No	\$155.00	\$155.00
9	CSTM20191114025844592	Includes delivery, config and onsite system orientation	1	No	\$0.00	\$0.00
10	SURVEY HARDWARE DISCOUNT	Survey Customer Discount	1	No	(\$4,862.00)	(\$4,862.00)
11	FRT	Freight	1	No	\$65.00	\$65.00

Pre-Tax Total: \$14,652.00

Delivery Instructions:



A division of **Duncan
Parnell**

Quote #5440

Quotation

*****Credit card payments will not be accepted on invoices greater than \$5,000.00*****

*****Optional Items are not included in Pre-Tax Total*****

*****SALES TAX NOT INCLUDED IN QUOTE AND WILL BE ADDED AT TIME OF ORDER*****

*****Please make P.O. Payable to Duncan-Parnell*****

ACCEPTED BY: _____ DATE: _____ PO: _____



Quote #5439

Quotation

Prepared For:

City of Destin

Attn: Michael Burgess

Ph: 8508376869

Email:

Quote Date: 11/14/2019

Prepared By:

GPServ a division of Duncan-Parnell

621 Brookhaven Dr

Orlando, FL 32803

Attn: Joe Weaver

Ph: 727-385-8855

Email: joe@gpserv.com

Expiration Date: 12/14/2019

Line Number	Item ID	Item Description	Quantity	Optional	Unit Price	Extended Price
1	R10-102-60-01	Trimble R10-2 410-470 MHz Radio	1	No	\$6,500.00	\$6,500.00
2	R10-CFG-002-40	R10-2 Config Level R10 LT Base & Rover	1	No	\$16,490.00	\$16,490.00
3	101071-00-01	Power Supply & Cord for Dual Bat Charger	1	No	\$95.00	\$95.00
4	RG3-G01-003	SPN Ranger 3XC ABC Cam WWAN SP GNSS	1	No	\$5,299.00	\$5,299.00
5	67501-08	Ranger 3 Pole Bracket	1	No	\$155.00	\$155.00
6	5128-00	2m GPS Carbon Fiber Rover Rod	1	No	\$337.00	\$337.00
7	CSTM20191114023340299		1	No	\$0.00	\$0.00
8	SURVEY HARDWARE DISCOUNT	Survey Customer Discount	1	No	(\$5,777.00)	(\$5,777.00)
9	FRT	Freight	1	No	\$55.00	\$55.00

Pre-Tax Total: \$23,154.00

Delivery Instructions:

Credit card payments will not be accepted on invoices greater than \$5,000.00

Optional Items are not included in Pre-Tax Total

SALES TAX NOT INCLUDED IN QUOTE AND WILL BE ADDED AT TIME OF ORDER

Please make P.O. Payable to Duncan-Parnell

ACCEPTED BY: _____ DATE: _____ PO:



Lengemann



Surveying Equipment • GPS • Construction Lasers • Machine Control • Drafting Supplies • Repairs • Rentals

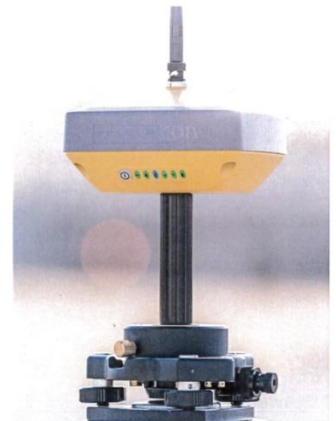
November 13, 2019

Michael G. Burgess MS, PH, CSM, CFM
 Director of Public Services & Emergency Manager
 4200 Indian Bayou Trail
 Destin, FL 32541

Michael:

Here are your prices for GNSS rover system you are interested in:

	List Price	Your Price
NEW Topcon Hiper VR Rover with UHF Radio kit	\$11,370.00	\$ 9,665.00
1016578-13 ASSY,HIPER-VR W/R2LITE UHF(NO CELL)		
14-008016-04LF CABLE,POWER 5PIN ODU TO SAE + FERRITE		
1005555-01 POWER SUPPLY 12V 5A W/ SAE CONN		
1005793-01 CABLE, POWER 3 PIN US		
14-008005-03 CABLE REC TO SERIAL DB9		
1013602-01 CABLE,LOW DROP,USB A/USB uB(1.5m)		
22-050908-01 POLE, 2M FIXED HT RANGE (GNSS)		
30-050501-01 ANT,RUBBER DUCK 440-470MHZ HIPER PRO		
1026837-01 HARD CASE, HIPER VR		
1027034-01 BOX, SHIPPING HiPer VR		
1027035-01 OAF, DEFAULT, HiPer VR		
1029639-01 OAF+, 226 CH, ALL CONSTELLATIONS	\$ 4,650.00	\$ 3,950.00
Galileo, BeiDou, QZSS and SBAS		
10Hz RADIO+LL RTK & Network Corrections		
1027035-11 OAF-U, HiPER VR, Add TILT	\$ 1,020.00	\$ 850.00
FC5000 Geo 4G LTE Windows 10 Tablet	\$ 2,245.00	\$ 1,995.00
Magnet Field GIS, Optical and GPS	\$ 1,610.00	\$ 1,395.00
Pole Bracket and Bipod	\$ 225.00	\$ 195.00
TOTAL	\$21,120.00	\$18,050.00



These prices include delivery and two days of on-site training. **PLEASE ADD ANY APPLICABLE SALES TAXES.**
 Thanks as always!

Roger

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2019**TYPE OF AGENDA ITEM:** Special Presentation**TO:** City Council**THRU:** Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Catherine Card, Public Information Manager**FROM:** Michael Burgess, Public Services Director**DATE:** 10/25/19**SUBJECT:** Low Speed Vehicle (LSV) Policy and Revised LSV Map

I. BACKGROUND: On August 21, 2006, City Council passed a motion directing the Public Works/Safety Committee (PW/S) and staff to draft a City Golf Cart Policy for the use of golf carts (motorized vehicles) in the public right-of-way. The Committee presented its recommended Golf Cart Policy to Council on November 6, 2006. On December 4, 2006, Council adopted and implemented the PW/S Committee recommended Golf Cart Policy. On January 2, 2007, Council reaffirmed the Committee's recommended Golf Cart Policy. Since its adoption, numerous questions and issues about the policy continue. Several developments have occurred prompting the necessity of an update to City Council and the general public.

City staff recently updated and amended the policy for our growing community and added a map for clarification of where LSVs can be safely and legally operated. On September 9, 2019, the PW/S Committee reviewed an update to the Low Speed Vehicle Policy formerly known as the Golf Cart Policy endorsed the policy text updates and proposed map revisions and requested this information be shared with council.

II. DISCUSSION: Originally nine policies were set in place. Policy numbers 1 and 2 align with Florida statute and remain aligned with Florida statute. No changes to these policies are proposed.

Policy # 1 Golf carts shall not be operated on any pedestrian facility.

Reference F.S. 316.1995 “Driving upon sidewalk or Bicycle path.” Policy # 1 is clear in the state statutes; however, the city can make policy more restrictive than state statutes but not less restrictive.

Policy # 2 Golf carts shall not be operated on any public road. Reference F.S. 316.212 “Operation of golf carts on certain roadways.” Policy # 2 is clear in the state statutes; however, the statutes allow for certain exceptions that currently do not exist within the city limits – based on traffic characteristics, best safety practices, speed, volume, road classification. These exceptions could also allow an uninsured and a non licensed driver (age 14) to operate a golf cart on public roads. The city’s liability to allow this exception is incalculable and unacceptable. The committee and staff recommend against these exceptions because the city does not have the codes and physical infrastructure in place nor the personnel to regulate and enforce any other variation of this policy, at this time.

There are no proposed changes to policies #1 and #2.

Policies 3, 4 and 5 are clarification statements.

Policy # 3 A standard golf cart IS NOT a Low Speed Vehicle (LSV). Policy # 3 This action will clearly state, so there is no confusion, that these terms are NOT one and the same. A golf cart is defined as “a motor vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour.”

[F.S.320.01(22)] A low speed vehicle is defined as “any four wheeled electric vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour, including neighborhood electric vehicles. Low speed vehicles must comply with the safety standards in 49 C.F.R. s. 571.500 and F.S. 316.2122. [F.S.320.01(42)]

There is no change proposed to this policy.

Policy # 4 City Council shall designate certain roadways as Low Speed Vehicle accessible (all roads in the city limits except U.S. Hwy 98/S.R. 30, Airport Road, Main Street – south of Airport Road, Mountain Drive, Palmetto Drive, Marler Drive, Melvin Drive, Azalea Drive, Beach Drive – south of Mountain Drive, Benning Drive – south of Azalea Drive, Stalham Avenue – south of Azalea Drive, Gulf Shore Drive – north of Shoreline Towers entry, Two Trees Road (Indian Bayou Trail) – south of Commons Drive). Policy # 4 This action will clearly define certain parameters and areas in which to operate a low speed vehicle based on traffic characteristics, best safety practices, speed, volume, road classification as required in F.S. 316.2122 “Operation of a Low Speed Vehicle on certain roadways”.

In this update Policy 4 is requested to be amended to allow LSVs to travel on Commons Drive (city owned segment), 1. Airport Road between Main Street and Commons Drive, 2. Main Street north of 98 Palms Boulevard and 3. Indian Bayou Trail (formerly Two Trees Road) to City Hall. The Levels of Service for these roadways have changed since 2006 as Commons Drive did not exist at that point in time, Airport Road was three-lane roadway, and Main Street was a five-lane road section. The addition of these four roadways would provide a connection within the city from Crystal Beach to Old Destin.

A new feature of this update is the creation of a color map to show LSV friendly roadways. The map has also be updated to show signalized crossings of US Highway 98 that tie in with LSV friendly city streets.

Policy # 5 A properly modified golf cart that complies with the conditions set forth in F.S. 316.2122 “Operation of a Low Speed Vehicle on certain roadways” becomes an LSV. These may be driven on streets designated as Low Speed Vehicle Accessible. Policy # 5 A properly modified golf cart that complies with the conditions set forth in F.S. 316.2122 then ceases to be a golf cart and becomes a low speed vehicle. Low Speed Vehicles that complies with the conditions set forth in F.S. 316.2122 are legal to drive on designated roads under State law already in place and increase possibilities for small local area multimodal enhancements, i.e. small neighborhood tram services to and from public beach accesses and reduces the City’s liability. A golf cart that does not meet the minimum safety standards set by federal and state regulations for an LSV is not considered to be safe and is prohibited by the state for public street use.

There is no change proposed to this policy.

Policies 6, 7, 8 and 9 are coordination efforts in-house and with other agencies.

Policy # 6 Provide for public education & information campaign to promote public awareness for the City’s current policy. Erect signage around the City stating that motorized vehicles on pedestrian ways are prohibited under F.S. 316.1995. Erect signage around the City showing the designated LSV friendly roads. Policy # 6 This action will provide a critical continuing step in developing the physical infrastructure to enforce the policies and to move forward. Inform Law Enforcement of city policy for enforcement purposes.

Policy # 7 Provide for regulatory enforcement by the City’s Code Enforcement Department as well as all federal, state & local law enforcement officials.

There is no change proposed to policies 6 and 7. Staff is continuing to provide public education, information and updates as well as coordinating with local law enforcement.

Policy # 8 Provide for an interlocal agreement with Okaloosa & Walton Counties to evaluate and designate LSV friendly roadways contiguous with the city boundaries. Policy # 8 This action will provide a seamless policy and enforcement with the neighboring counties.

Okaloosa County has agreed to allow LSVs in accordance with Florida Statute to drive on roadways posted 35 miles per hour or less. Walton County already allows LSVs on its local roads.

Policy # 9 Recommend that City Council direct City staff to coordinate with the Division of Motor Vehicles (DMV) to provide a location in the city for the purposes of registration, inspection and licensing the LSVs.

The Florida Department of Motor Vehicles (DMV) provides registration inspection and licensing LSVs at the Commons Drive DMV location.

The committee reviewed and recommended approval of the update on September 9, 2019 meeting.

Several published studies show a net environmental benefit in air quality & noise reduction for the use of LSVs however it is unclear how or if existing traditional vehicle traffic behaviors will be modified by the introduction of LSVs. It is also unclear how or if LSVs will impact traditional trip generation modeling.

A. Link to Strategic Goals / Objectives:

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

C. Level of Service (LOS): There will be no anticipated change in the LOS for the roads not affected by the policies.

III. CONCLUSION: The policy has been successful for many years and due to upgraded levels of service of Airport Road and Main Street, the construction of Commons Drive (city owned segment) and the signalization at US98/Indian Bayou Trail would safely allow the expansion of the use of LSVs to provide

connectivity to the majority of the city.

IV. RECOMMENDED MOTION: I move that Council rescind the current "Golf Cart Policy" and further move to adopt the revised Low Speed Vehicle Policy and Map which reflect applicable Florida State Statutes.

Attachments:

1. City of Destin Proposed LSV Policy for Council
2. Current Golf Cart Policy
3. Proposed LSV Map 2019
4. City Council Minutes 12-04-2006
5. City Council Minutes 01-02-2007
6. PW_PS Minutes 10-08-2019



City of Destin Golf Cart and LSV Policy

Updated September 2019

CITY COUNCIL POLICY ADOPTION FOR GOLF CART AND LOW SPEED VEHICLES (LSV) A COMPLETE COPY CAN BE MADE AVAILABLE UPON REQUEST

Policy 1 - Golf carts shall not be operated on any pedestrian facility. Reference F.S. 316.1995
"Driving upon sidewalk or bicycle path"

Policy 2 - Golf carts shall not be operated on any public road. Reference F.S. 316.212
"Operation of golf carts on certain roadways"

Policy 3 - A standard golf cart **IS NOT** a Low Speed Vehicle (LSV)

What is the difference?

A golf cart is defined in section F.S. 320.01 (22)
as "a motor vehicle that is designed and manufactured for operation
on a golf course for sporting or recreational purposes and that is not
capable of exceeding speeds of 20 MPH."



A low speed vehicle (LSV) is a vehicle with a top speed greater than 20 MPH, but not greater than 25 MPH. LSV's must be registered, titled and insured with personal injury protection (PIP) and property damage liability (PDL) insurance. Any person operating an LSV must have a valid driver license. LSV's may only be operated on streets where the posted speed limit is 35 MPH or less, or on roads designated as LSV friendly.

To title and register an LSV, bring the following documents to the
Okaloosa County Tax Collector Office located at:
4012 Commons Drive W Suite 122
Destin, FL 32541
850.651.7300

You must provide the following documentation:

- *Manufacturer's Certificate of Origin
- *Form HSMV 82040 (Application for Title) flhsmv.gov/forms
- *Proof of Florida insurance, minimum \$10,000 PDL and \$10,000 PIP
- *Identification - driver license, ID card or passport
- *Payment for applicable fees such as title, plate, and registration

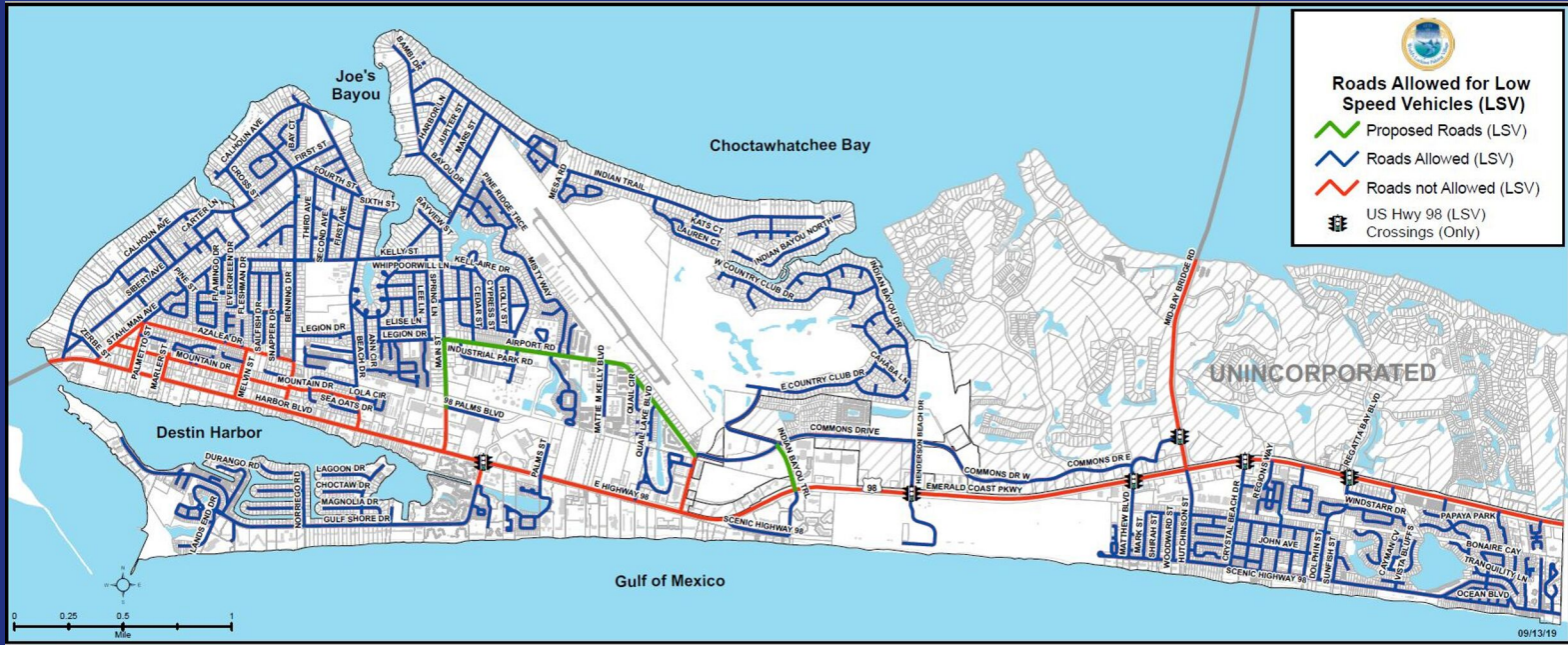


For more information, visit flhsmv.gov/low-speedvehicles

Can I drive my golf cart on U.S. Hwy 98 or any streets in Destin?

No, golf carts cannot be operated on any public street or pedestrian facility (sidewalk). A properly modified Low Speed Vehicle that complies with conditions set forth in Florida Statute 316.2122 "Operation of a Low Speed Vehicle on certain roadways" may be driven on streets that designated as Low Speed Vehicle accessible.

Policy 4 - City Council shall designate certain roadways as Low Speed Vehicle Accessible. All roads in the city limits except U.S. Hwy 98/S.R. 30, Mountain Drive, Palmetto Street, Marler Street, Melvin Street, Azalea Drive, Beach Drive (south of Mountain Drive), Benning Drive (south of Azalea Drive), Stahlman Avenue (south of Azalea Drive), Gulf Shore Drive (north of Shoreline Towers entry), **Main Street (south of 98 Palms Blvd)**. Roadways removed from this list include **Airport Road (Commons Drive to Main Street)**, **Main Street (north of 98 Palms Blvd)**, and **Indian Bayou Trail (Commons Drive to Hwy 98)**



Policy 5 - A properly modified golf cart that complies with the conditions set forth in F.S. 316.2122 "Operation of a Low Speed Vehicle on certain roadways" becomes an LSV. These must be registered, titled and insured before they are driven on streets as Low Speed Vehicle Accessible.

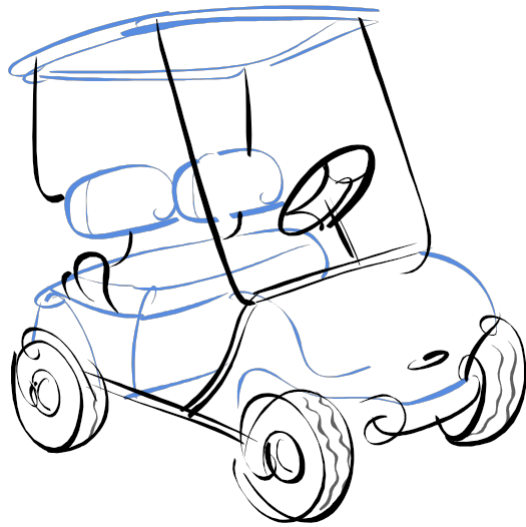
Prior to titling and registering a converted golf cart, the vehicle must be inspected and assigned a VIN at a Motorist Services Regional Office. The converted golf cart must be street-legal before applying for title and registration. flhsmv.gov/locations

What do you need to do?

Trailer the converted golf cart to a Motorist Services Regional Office and present the following documents and fees for an inspection, VIN assignment, title and registration:

- *Manufacturer's Certificate of Origin or a bill of sale for the golf cart form HSMV 84490 (Statement of Builder) completed by customer and compliance examiner/inspector
- *Form HSMV 86064 (Affidavit for Golf Cart Modified to a Low Speed Vehicle)
- *Original bill of sale or receipt for all parts used to convert the golf cart
- *Certified weight slip for the converted golf cart.
- *Form HSMSV 82040 (Application for Title)
- *Proof of Florida insurance (minimum \$10,000 PDL and \$10,000 PIP)
- *Sales tax or sales tax exemption information for all parts
- *Identification - driver license, ID card or passport; and
- *Applicable fees such as Inspection fee, Initial registration fee, if applicable, Title fee, Registration fee (varies by weight of vehicle), and Plate fee

For more information visit flhsmv.gov/fees



Golf Cart Policy Clarification

PLEASE NOTE:

It is still illegal to drive golf carts on Destin streets and sidewalks.

Updated:
January 2, 2007

The Destin Golf Cart Policy was adopted by City Council contains nine policies. A complete copy can be made available upon request. The following information is provided as a public service.

I. Policies 1 – 2 are directly from Florida Statutes. The City will not set policy that conflicts with State Law.

- **Policy 1** Golf carts shall not be operated on any pedestrian facility.
Reference F.S. 316.1995 "Driving upon sidewalk or Bicycle path"
- **Policy 2** Golf carts shall not be operated on any public road.
Reference F.S. 316.212 "Operation of golf carts on certain roadways"

II. Policies 3 – 5 are statements only. They provide points of clarification and require no specific action. The two-year phase in period will have no impact on these policies.

- **Policy 3** A standard golf cart **IS NOT** a Low Speed Vehicle (LSV)
- **Policy 4** City Council shall designate certain roadways as Low Speed Vehicle Accessible (all roads in the city limits except U.S. Hwy 98/S.R. 30, Airport Road, Main Street – south of Airport Road, Mountain Drive, Palmetto Drive,

Golf Cart Policy Clarification
January 2, 2007

Marler Drive, Melvin Drive, Azalea Drive, Beach Drive – south of Mountain Drive, Benning Drive – south of Azalea Drive, Stahlman Avenue – south of Azalea Drive, Gulf Shore Drive – north of Shoreline Towers entry, Indian Bayou Trail – south of Commons Drive)

- **Policy 5** A properly modified golf cart that complies with the conditions set forth in F.S. 316.2122 “Operation of a Low Speed Vehicle on certain roadways” becomes an LSV. These may be driven on streets designated as Low Speed Vehicle Accessible.

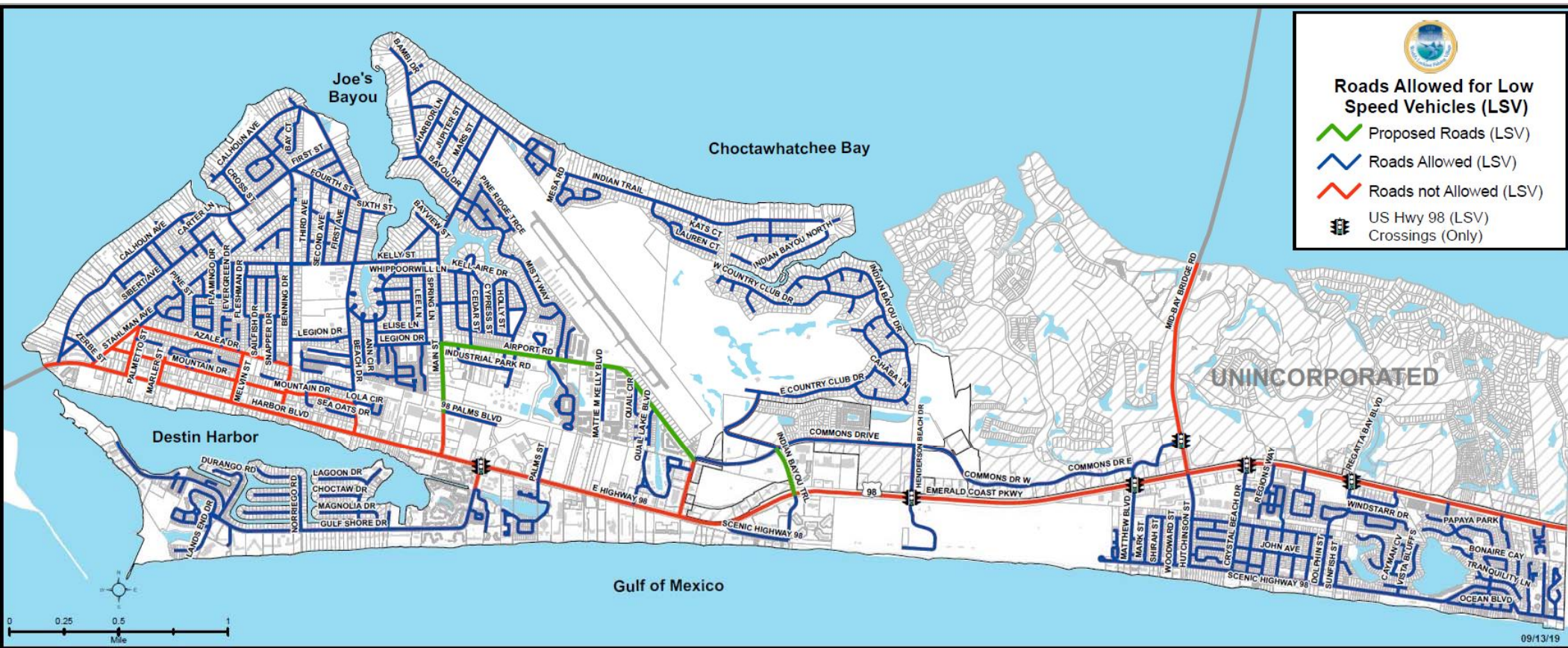
III. Policies 6 – 9 are policies which will require funding and time to coordinate with the State, adjacent counties, and provide training to implement. The 2 year phase in period will be necessary for the proper implementation of these policies and will not conflict with any existing State laws.

- **Policy 6** Provide for public education & information campaign to promote public awareness for the City's current policy. Erect signage around the City stating that motorized vehicles on pedestrian ways are prohibited under F.S. 316.1995. Erect signage around the City showing the designated LSV friendly roads.
- **Policy 7** Provide for regulatory enforcement by the City's Code Enforcement Department as well as all federal, state & local law enforcement officials.
- **Policy 8** Provide for an inter-local agreement with Okaloosa & Walton Counties to evaluate and designate LSV friendly roadways contiguous with the city boundaries.
- **Policy 9** Recommend that City Council direct City staff to coordinate with the Division of Motor Vehicles (DMV) to provide a location in the city for the purposes of registration, inspection and licensing the LSV's.

IV. Registration:

Division of Motor Vehicles (DMV)

<u>LSV Conversions only</u>	Pensacola DMV 185c West Airport Blvd Pensacola FL 32503	(850) 475-5415
	Panama City DMV 6030 County Road 2321 Panama City FL 32404	(850) 872-4158
<u>Manufactured LSV's</u>	Registration shall be at your local County Tax Collector Office	



**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
DECEMBER 4, 2006**

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

Destin City Council

Mayor Craig Barker
Councilmember Sam SeEVERS
Councilmember Jim Bagby
Councilmember Ted Corcoran

Councilmember Kelly Windes
Councilmember Cyron Marler
Councilmember Dewey Destin
Councilmember Larry Williges

Destin City Staff

City Manager Greg Kisela
City Attorney Jerry Miller
Public Information Officer Deborah Thatcher
PW Director Lee Brown
Community Dev Dir Jerry Mucci
Finance Director Bragg Farmer
Comprehensive Planning Mgr Ashley Grana

Acting City Clerk Rey Bailey
City Engineer Chuck Meister
Deputy City Manager John Paton
IT Manager Webb Warren
Grants/Projects Mgr Lindey Chabot
HR Manager Chuck Garcia
LUA Dan Hartman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

The Mayor called the meeting to order at approximately 6:20 PM. Councilmember Marler gave the invocation, which was followed by the Pledge of Allegiance.

SPECIAL PRESENTATION

1. Destin Dolphin Junior Team - Superbowl Presentation
2. Destin Dolphin Senior Team - Superbowl Presentation

The Mayor awarded a certificate to each member of the Destin Dolphin Junior and Senior Teams and congratulated them for their accomplishments and for being great ambassadors for the City of Destin.

PUBLIC HEARINGS

2. First reading of Ordinance 06-01-LC which amends section 7.12.06 Specific Districts of the Land Development Code by revising current districts and creating new districts in order for the LDC to implement Comprehensive Plan: 2010.

The City Attorney read Ordinance 06-01-LC by title.

The Mayor opened the hearing up for public comments.

Mr. Claude Perry, 732 Harbor Blvd, came forward to speak. He informed Council he owned a property in the town center mixed use district currently in place; and that he had been working on a project for several months to develop and put a full service carwash on his property. He stated that the car wash was permitted under the previous zoning district but not under the new revision to the zoning ordinance. He stated the carwash would be a tremendous asset and would be compatible to the rest of the town center area. He asked Council to amend the zoning ordinance to allow a carwash.

Mr. Jim Breitenfeld, representing the Destin Harbor Business Association, spoke next and urged Council to go forward and approve the ordinance as presented. He stated there would be individual parcels and properties that would require some adjustments; and that the city has a process in place for making those adjustments.

Seeing no additional testimony, the Mayor closed the public hearing of the first reading of Ordinance 06-01-LC and turned it over for councilmembers' consideration.

Councilmember Destin asked if the following businesses would be permitted under the new designations:

- Auto repair shop (Mountain Drive)
- Wholesale printing (Mountain Drive)
- Wholesale landscape (Mountain Drive)
- Boat sales and storage (Mountain Drive)
- Commercial wholesale seafood (both on the harbor and Mountain Drive)

According to the Comprehensive Planning Manager, all the above businesses would be permitted under the new designations; with the auto repair shop under commercial trade and services district and the commercial wholesale seafood under specialty food stores in the south harbor mixed use district.

Councilmember Destin stated he had reviewed a special act of a legislature they passed several years ago called the Working Waterfront Protection Act. He stated under this act, any county or city that passes a zoning regulation that would cause the working waterfront to be noncompliant is a violation of state law. He then asked staff if they were in compliant with state law. The Comprehensive Planning Manager replied that marinas are allowed on the south harbor mixed used district.

Councilmember Bagby asked for clarifications with regards to the printing shop and the auto repair shop being allowed on the south side of Mountain Drive. According to the Comprehensive Planning Manager, printing and related sports services would be allowed in the north harbor mixed use, which is on the south side of Mountain Drive. He also stated, the auto repair shop would not be allowed in the north harbor mixed use district; only in commercial trade and services and general commercial.

Councilmember Marler asked why a car wash not allowed in the town center mixed use area. According to the Comprehensive Planning Manager, that particular district is more urbanized. He stated they could amend the ordinance to allow car wash in that district if Council chose to do so.

Motion by Councilmember Marler to allow car washes in commercial trade and services, commercial general and town center mixed used districts, seconded by Councilmember Destin, passed 7-0

Councilmember Destin asked if a commercial park (location of the auto repair shop) would be allowed on the south side of Mountain Drive. The Comprehensive Planning Manager stated it would probably be under a multiple occupancy commercial building. He stated each section has a different usage so it would depend on its individual usage. He added that the concept of a commercial park building would be allowed.

Councilmember Destin asked for clarifications regarding a previous discussion pertaining to a change to the comprehensive plan to allow single family homes. He asked if there was anything in the Land Development Code that would prohibit single family homes; adding that he was under the understanding the requirement for the retail, which was the main stumbling block, was in the Land Development Code. According to the Comprehensive Planning Manager, it was actually in the south harbor mixed use district. He stated that the tier itself was not enumerated in the Land Development Code; it was specifically within the language of the Comprehensive Plan.

Motion by Councilmember Williges to approve the first reading of the proposed Ordinance 06-01-LC, as amended, and for staff to schedule it for second reading, seconded by Councilmember Corcoran, passed 6-1, with Councilmember Destin dissenting.

4. Final reading of Ordinance 06-17-CN, adopting Fiscal Year 07 millage rate.

The City Attorney explained to Council this was a process to readopt the fiscal year 07 millage rate advertised for a public hearing at this meeting. He stated the millage rate was advertised as required at the rate that was last advertised. He stated that at the next meeting of the Council on this issue, they would in fact readopt the final reading of this ordinance and the budget ordinance following this one. He then provided the following statement for the record related to the city's TRIM process: "The fiscal year 2006 millage rate was 1.80 mills; the tentative millage rate was set at 1.7 mills in July 2006; following budget workshop, the millage rate reduced to 1.62. And then on final adoption, the millage rate dropped to 1.50. The budget was likewise corrected to reflect those adjustments." The City Attorney then asked the Mayor to open the public hearing after he read the ordinance by title; and then after the public comments portion of the hearing, the Mayor would ask to recess and continue the public hearing to the next City Council meeting on December 18th at 6:00 PM.

The City Attorney read Ordinance 06-17-CN by title.

The Mayor then opened the hearing for public comments. Seeing there was no public testimony, the Mayor asked for public hearing for final reading of Ordinance 06-17-CN to be recessed until the meeting on December 18th at 6:00 PM.

Motion by Councilmember Williges to recess the public hearing for final reading of Ordinance 06-17-CN to December 18, 2006, seconded by Councilmember Bagby, passed 7-0.

- 5. Final reading of Ordinance 06-18-CN, adopting the Fiscal Year 07 budget.**

The City Attorney read Ordinance 06-18-CN by title.

The Mayor opened the hearing for public comments. Seeing there was no public testimony, the Mayor asked that public hearing for the final reading of Ordinance 06-18-CN be recessed until the meeting on December 18th at 6:00 PM.

Motion by Councilmember Williges to recess the public hearing for final reading of Ordinance 06-18-CN to December 18, 2006, seconded by Councilmember Seevers, passed 7-0.

CONSENT AGENDA

- 6. Approval of the Minutes of the November 6, 2006 Regular Council Meeting.**
- 7. Reimbursement to Councilmember Seevers for FLC Legislative Conference (\$705.38).**
- 8. Joe's Bayou Recreation Area Restroom Facility.**

Councilmember Destin requested item #6 be removed for further discussion.

Motion by Councilmember Bagby to approve items #7 and #8 of the Consent Agenda, seconded by Councilmember Seevers, passed 7-0.

Councilmember Destin disagreed with the language on page 7, line 1, and paragraph 1 of the minutes of November 6th.

After a brief discussion, Councilmember Destin made a motion to amend the statement on page 7 of the minutes to the exact wordings from the verbatim transcript of the meeting. Councilmember Bagby provided a second to the motion. Motion passed 7-0.

Councilmember Destin then made a motion to approve the November 6, 2006 minutes, as amended, seconded by Councilmember Bagby. Motion passed 7-0.

RESOLUTIONS

- 9. Resolution 06-28, street name change: Madie Court to Blue Marlin Court.**

The City Attorney read Resolution 06-28 by title.

Councilmember Seevers made a motion to allow the street name change from Madie Court to Blue Marlin Court, per the Blue Marlin Estates replat, and adopt Resolution 06-28. Councilmember Corcoran provided a second to the motion. Motion passed 7-0.

COMMITTEE REPORTS

- 10. Golf Cart Policy / Public Works/Public Safety Committee.**

The following individuals went before Council and stated their case regarding the golf cart policy issue:

Mr. Rick Scalli, 3675 Scenic Hwy 98, informed Council he owned 4 single family homes in the Crystal Beach area; all houses within 100 feet from the water. He stated he was strongly in favor of golf carts so their guests do not have to walk that distance. He stated most of their guests were families - grandparents, parents and children. He stated they either drove to the beach and park along the road which was illegal, or drove their golf cart to the beach. He stated riding a golf cart would be much easier for guests to go to the beach and carry all the gears they would normally take to the beach. He further stated golf carts do not use gasoline, and are half the size of a normal vehicle. He urged Council to approve a golf cart policy.

Mr. Anastas Pacevik, 6 Country Club Drive, asked that Council consider and decide on issues that would benefit the majority of the citizens of Destin; not just a selected few. He stated there was enough traffic congestion in Destin and there was no need to introduce another type of substandard motorized vehicle. He stated golf carts belonged in the golf course; and that allowing it to be driven on the street would be inviting trouble, liabilities, and increased accidents and casualties. He asked if there would be added police force to monitor golf carts once they allow them on the streets and who would pay for it.

Ms. P. J. Sutton, 101 Durango Road, informed Council her husband had a stroke and that it was too hard for him to walk so he bought a golf cart so he could drive it to the beach. She stated there was no difference between a golf cart and a motorized golf cart for handicapped people. She stated if there was some concern with children driving a golf cart, the city could put an age limit on driving. She asked Council to make it legal for people to drive a golf cart.

Mr. Sid Saunders, 4734 Papaya Park and a board member of Destiny East community, spoke next. He informed Council their neighborhood in Destiny East was designed specifically for golf carts, and that they have a policy to establish a regulation of those golf carts. He stated they were all registered and that they have rules and regulations covering the use of golf carts within their property. He also stated that in Destiny East, the sidewalk design, particularly on the north side of old hwy 98 was paid for by the developers to accommodate the size of the golf cart. He stated they have an underpass on old hwy 98, maintained by Destiny East, for people in golf carts to access the beach. He asked that Council not adopt a policy that "fits all."

Mr. Daryl Shelton, 18 Norriego Road, Holiday Isle, spoke about his 91-year old neighbor whose only means of getting around visiting his neighbors was his golf cart. He also spoke about other neighbors who rely on golf carts to do other things. He stated he had not heard of anyone get hurt driving a golf car.

A resident of 507 First Avenue urged Council to think about the senior citizens in Destin when considering the golf cart policy.

Ms. Sam Tillman, 4652 Destiny Way, informed Council she was very much opposed to allowing golf carts on the street because of the safety issue involved. She stated with the growth of Destin, Scenic Hwy 98 was becoming a raceway; very congested with vehicles especially in the

summer time. She also expressed her concern about the liability issue for the city if they allow golf carts on streets.

Mr. Ed McCullough who was not a citizen of Destin but owned a golf cart dealership at Fort Walton Beach and Panama City Beach spoke next. He stated some of the safety concerns such as golf cart drivers giving the right of way to pedestrians or regulating the hours of operations of golf carts could be written into an ordinance the city would pass. He also suggested posting signs on neighborhoods where the golf carts are or are not allowed to be driven the same way they do in Panama City. He added that golf carts would add to the quality of life in Destin.

Mr. John Medina, 602 Magnolia Drive, stated that the City Council had been discussing expanding the number of bicycle paths in Destin. He stated this would result in an increase in the number of bicycle riders, along with the number of accidents on the street. He also stated he felt safer driving a golf cart more so than riding a bicycle. He added that golf carts would improve the quality of life in Destin if they have an ordinance that would regulate it.

Mr. David Shiara, 517 Vera Cruz, stated that the golf cart was the only way they could go back and forth to the beach, and that they have places on the beach where they could park golf carts.

Ms. Sandy Trammel, Chairperson of the Public Works/Safety Committee, then came forward to address the issue. She stated the committee worked very hard on the 64 page of documentation they provided Council. She encouraged Council to pass the proposed policy so they could get on with working with an ordinance. She stated Destin was not a self contained community. She also stated golf cart accidents are not reported because a golf cart is not a licensed vehicle. She stated golf carts are not legal on sidewalks and they are not legal on the streets as a golf cart, adding it would cost around \$500 to \$1500 to upgrade the golf cart to a street legal vehicle. She added that if golf carts were to be upgraded to a low speed vehicle and be allowed on the streets, the enforcement then becomes under the purview of the Sheriff's department as well as the city's Code Enforcement Department.

According to Councilmember Bagby, with regards to the liability issue, it was his understanding the city has no liability if it passes an ordinance similar to the one passed by the Panama City Beach. Ms. Trammell stated the city has no liability, but there would be a liability that could affect golf cart owners.

Councilmember Bagby stated he agreed to a comment made by a citizen that "one size does not fit all," and made the following recommendations:

- ❖ Adopt the committee's recommendation which was to upgrade the golf cart to low speed vehicle (LSV), but include a two year phase in period because \$2500 is a lot of money to ask a senior citizen on a fixed income.
- ❖ To allow the use of golf carts in Crystal Beach, Holiday Isle, and Indian Bayou.

Councilmember Bagby made a motion to direct staff to bring back an ordinance to the City Council authorizing the use of golf cart in Crystal Beach, Holiday Isle and Indian Bayou, with the exception of Scenic Hwy 98; and to put an age restriction on golf cart drivers and not

allow golf carts to be driven during the hours of darkness. Councilmember Corcoran provided a second to the motion.

Councilmember Seevers asked Councilmember Bagby if part of his motion was to adopt the recommendations of the Public Works/Safety Committee and to include a phase in period. Councilmember Bagby stated his motion was just to allow the use of golf carts in those three areas he mentioned earlier; however, they could have both proposals because low speed vehicles in the older part of Destin was probably the way to go if golf carts would be allowed on the streets. He added that in addition to adopting the committee's recommendation, he would propose allowing golf carts in Crystal Beach, Holiday Isle and Indian Bayou, except Scenic Hwy 98.

According to Councilmember Bagby, he agreed to the committee's policy recommendations #1 thru #9 in all of Destin, but he would like golf carts to be allowed on Holiday Isle, Crystal Beach and Indian Bayou, except on Scenic Hwy 98. He suggested phasing in policy recommendations #1 thru #9 over a two year period to benefit those people on fixed income.

Councilmember Williges stated that the committee put a lot of work in their recommendation. He then offered a **substitute motion to adopt and implement the Public Works/Safety Committee recommended proposed policies #1 thru #9 as proposed and to review the policies on a later date when the City has the ability to properly and safely manage this issue. Councilmember Seevers provided a second to the motion.**

Councilmember Windes asked if golf carts on Holiday Isle, Indian Bayou and Crystal Beach would be street legal in accordance with the law of the State of Florida at the end of the two year phase in period. According to Councilmember Bagby, he was proposing the committee's recommended motion with two added provisions: One that they put in a timeframe before they start putting people in jail; and two, allow the current normal use in Holiday Isle, Crystal Beach and Indian Bayou.

Councilmember Corcoran stated when he seconded Councilmember Bagby's motion he was under the interpretation that it was the recommended motion adding on the phasing in the different neighborhoods as well as the addition of the Panama City Ordinance which addressed the driver's license requirements and so forth.

At this point, Councilmember Williges announced he was withdrawing his substitute motion.

The City Manager stated he understood the phasing of the two years; he then asked if Councilmember Bagby's motion meant that golf carts on Holiday Isle, Indian Bayou and Crystal Beach would not be required to be retrofitted to low speed vehicles. Councilmember Bagby replied they would not be required to be retrofitted.

The Mayor then requested further clarification on the motion. He asked if the motion was designed to make all golf carts operating within the City of Destin street legal. Councilmember Bagby replied "no."

Councilmember Marler stated the intent of Councilmember Bagby's motion was to have all golf carts in Destin to be street legal, with the exception of those on Holiday Isle, Crystal Beach and Indian Bayou area; those would never have to be street legal.

Councilmember Williges then brought back the substitute motion he made earlier. Councilmember Windes provided a second to the substitute motion.

Councilmember Seevers stated she would not be able to tell one group of residents they could drive their golf cart and tell another group that they could not. She then stated she was in full support of the recommended motion but she believed it needed to be phased in to allow people the opportunity to get their vehicles set up to be street legal.

Councilmember Williges stated that his substitute motion was the recommend motion as stated earlier **(to adopt and implement the Public Works/Safety Committee recommended proposed policies #1 thru #9 as proposed and to review the policies on a later date when the City has the ability to properly and safely manage this issue) with a two year phase in period.** Councilmember Windes provided a second to the substitute motion. **Motion passed unanimously, 7-0.**

SCHEDULED PRESENTATION

11. Mattie Kelly Estate / Mr. Nathaniel Kelly

Mr. Nathaniel Kelly, descendant of Mattie Kelly, requested Council to rezone the land once owned by Mattie Kelly, and which was donated to Okaloosa-Walton Community College (OWCC). The college sold the land to developers, which some family members unsuccessfully challenged in court. Mr. Kelly informed Council that Mattie Kelly's intention was not to have her estate sold and later developed. He then asked to change the designation of the property to Institutional and rezone to Public Lands and Institutions to allow for the property to be used as a park, civic facility and laboratory; all of which was consistent with Mattie Kelly's intent.

Mr. Lamar Connerly, attorney for OWCC asked to address the Council to clear up some issues. He informed Council there were no less than 14 judges who have decided that the college owned the property, and that the contract to sell the property was proper and that the establishment of the Mattie Kelly Cultural and Environmental Institute of Arts at the college was in fact Mattie Kelly's wishes.

Councilmember Williges suggested having the city's legal staff research this issue and share their opinions on whether or not the city could be liable in a lawsuit if they go forward and support the rezoning of the land.

Councilmember Destin agreed to turn the issue over to the Land Use Attorney, and to have him provide Council a report at the next meeting.

Motion by Councilmember Destin to direct the Land Use Attorney to review the matter and provide the Council a report a the next Council Meeting on how best to proceed with this issue, seconded by Councilmember Williges passed 6-1, with Councilmember Corcoran dissenting.

PROJECT REPORTS AND COMMENTS FROM MAYOR AND COUNCIL

12. Councilmember Windes

Councilmember Windes stated that regardless of what happened at the last meeting when the subject regarding the dredging of the harbor's navigation channel came up, the bottom line was this project would be a good thing for the community and the harbor and the fishing community.

Councilmember Destin asked if the city still had a dredge permit pending before DEP or the Corps of Engineer. He stated it was voted upon at the last meeting to send the matter to the Harbor Board for review, which was the normal procedure for this type of project. The City Manager stated that the city, as the applicant, applied for the permit in July 2006, and that it was proceeding through. He also stated that pursuant to Council's direction, the matter has been referred to the Harbor Board. Councilmember Destin stated they should have suspended action on the dredging permit until such time Council make their decision on this issue. He also stated he thought the motion made at the last meeting would preclude going forward with the application without Council's decision.

According to the City Manager, the motion was to refer the action to the Harbor Board for consideration and presentation; and that has been accomplished. He reiterated that the commitment to dredge was not a commitment for support of the Marina; those were two separate actions. Councilmember Destin stated if the consensus of the Council was to proceed with the dredging application without a recommendation from the Harbor Board and decision by this Council, then he would make another motion.

Councilmember Destin made a motion to suspend action on the dredging permit until such time the Harbor Board makes their recommendations to Council and Council has a chance to review and make a decision on the matter. Councilmember Williges seconded the motion. Motion passes unanimously 7-0.

13. Councilmember Seevers **a) State Attorney review**

Councilmember Seevers stated that over the last month they have had issues that were quite troublesome for this Council that has truly divided this Council in some ways. She stated there have been some accusations of Sunshine Law and ordinance violations and so forth; and there were also some allegations that these issues were being swept "under the carpet." She stated that the only way they could professionally clear this matter up was to make the following motion.

Councilmember Seevers made a motion to request that the State Attorney's office review the tapes of the Destin City Council meetings of November 6th, November 20th, and December 4th to determine if any actions should be initiated by the State Attorney's Office. Councilmember Corcoran provided a second to the motion.

Councilmember Destin stated there have been no allegations of criminal wrong doing coming from him; no one received any money or favors, so it does not rise to that level. He stated

they have a City Manager who answers to this Council; it was simply a matter of whether or not his behavior was proper. He stated it was a decision this Council needs to make; not the State Attorney's office. He then asked how this motion would affect Councilmember Bagby's review of the ordinance and Councilmember Williges' review of the city charter if Council voted to send this matter to the State Attorney's office. Councilmember Seevers stated she had no problem allowing Councilmembers Bagby and Williges to make their presentations; however, it would be up to the Mayor to decide on that issue.

Councilmember Destin offered a substitute motion that they consider the motion to send this matter to the State Attorney's office to come after the presentations of Councilmembers Bagby and Williges. Councilmember Williges provided a second to the motion.

The Mayor then asked for advice from counsel. The City Attorney stated that this particular situation amounted to a motion to set aside the order of the day; and since there was a primary motion presently pending, he stated that an easier way would be to ask Councilmember Seevers if she would consent to that sequence. Councilmember Seevers stated that she would not give her consent.

At this time, Councilmember Destin informed the Mayor that he "would like to rise to the point of personal privilege." Councilmember Destin then proceeded to read a statement on page 236 of Roberts Rule of Order; *"A board member has the right to answer charges strictly against a member's character."* Councilmember Destin stated that if any of the councilmembers was being accused of violating the Sunshine Law, they should have the right to defend their character against those charges; much the same as the City Manager has the right to defend his actions. He added that those allegations have no merit; and that the examinations of the facts would show they have no merit.

Referring to page 13 of the verbatim transcript of the November 6th meeting, the Mayor informed Council that he made a point of order that section 3.08 of the charter would expressly prohibit the City Council from this type of discussion at the time; meaning until a particular period has come and gone as to a related pending employment matter. He stated the City Attorney advised that was a proper point of order and made the determination that the point of order was well taken. He stated the appeal period has come and gone and so this type of discussion would now be right for the floor. He then stated he was removing his point of order and asked the City Council for their vote to remove their point of order as well so that these issues can be heard.

Councilmember Destin made a motion to set aside the order of the day; and that the motion made by Councilmember Seevers, to send the matter to the State Attorney's office, be considered after Councilmembers Bagby and Williges make their presentation.. Councilmember Williges provided a second to the motion. Motion passed 4-3, with Corcoran, Seevers, and Windes dissenting.

Next, the Mayor announced that the order of the day would be set aside and called on Councilmember Marler to speak next. Councilmember Marler deferred to Councilmembers Bagby and Williges.

14. Councilmember Marler
 - a) Ordinance 378
 - b) City of Destin Charter
 - c) Ordinance 109, Personnel Rules and Regulations

15. Councilmember Bagby

Councilmember Bagby made a motion to appoint Mr. Scott McNey to the Environmental/Tree Committee. Councilmember Destin provided a second to the motion, which passed 7-0.

Next, Councilmember Bagby discussed item #15c.

a) Review of city governance

Councilmember Bagby offered an apology to the other councilmembers and to the citizens of Destin for his actions at the last meeting. He stated his frustration got the best of him. He also stated that upon reviewing the tape of that meeting, it became obvious to him that his frustration became very evident; and that he let his frustration affect his action.

Councilmember Bagby then expressed his disappointment over two of the decisions made by the City Manager; one issue pertaining to the cemetery ordinance and the other for failing to follow the process on the harbor dredging project. He stated the whole issue regarding the cemetery was not about the sale of the cemetery plots; it was about his failure to follow the established procedures. He stated Council has an important function and role as designated by the city charter, and the City Manager has an important role and function as well. According to Councilmember Bagby, the City Council has three primary responsibilities - they set the policy, they provide the oversight, and they address the concerns of the citizens. He also stated the City Manager has to execute the policies set by Council by enforcing the ordinances that they pass. He further stated some of the important duties of the City Manager were to oversee, train and develop his staff; and build a team in that staff. According to Councilmember Bagby, he believed the City Manager violated the cemetery ordinance. He stated he has not met a single person who believed that the current ordinance would allow a single person to purchase "159 plots." He stated if the City Manager disagreed with what the City Clerk was telling him with regards to the language of the ordinance there were several other things he could have done. He continued the City Manager could have reviewed the sections that pertained to this issue or he could have consulted with the City Attorney for legal interpretations. He also stated there was a provision in the ordinance whereby "exceptions to these limitations shall be applied for in writing through the City Clerk for presentation to and determination by the City Council;" so the City Manager could have brought this issue before the City Council. Councilmember Bagby stated he wanted to set the record straight by saying he did not believe the City Manager did anything for personal gain or for familial gain; and that he did not believe the City Manager had committed an offense that would constitute his firing. He added that he wanted to make a motion to reprimand the City Manager but there might not be enough votes for the motion to pass.

After further discussion, Councilmember Bagby made a motion to reprimand the City Manager for his actions with respect to the sale of the cemetery plots and for his action with

respect to the dredging of the harbor navigation channel. Councilmember Destin provided a second to the motion.

There was some discussion on the proper reprimand for the City Manager. Councilmember Destin stated he would support a reprimand and a pay freeze if that would be the decision of Council. Councilmember Marler suggested that they wait until after the Mayor's presentation before voting on this motion. Councilmember Bagby agreed with Councilmember Marler and **withdrew his motion**.

According to Councilmember Seevers the cemetery ordinance has "too many holes." She stated she read Councilmember Bagby's written presentation and disagreed with some of his statements. She stated according to Councilmember Bagby, "there was no evidence that plots have ever been sold to anyone other than a family member." She stated that this year, some co-workers of a family member got together and contributed money towards the purchase of two plots; one to bury the husband who died and the other for the wife so she could be buried next to her husband. She also stated that she might have violated the ordinance herself, with the help of the former City Clerk. She stated that when her friend died she needed some help because she had never been through that and the former City Clerk was kind enough to help her. She further stated that the ordinance was the problem all the way around; and that the City Manager should not be accused of anything by this Council. She added this was exactly the reason why she wanted these issues to be reviewed by a third party; to let them make the determination on whether or not anything has been violated.

The Mayor informed Council that after the appeal process has come and gone he conducted his own investigation of this issue; and that he started by reviewing the documentation the former City Clerk had previously provided to the City Council. He stated one of the documents was an e-mail from the former City Clerk to her husband; she wrote, "*He wanted to know if he bought all the plots up to the point he wanted, could he bury his friend and then return the other grave sites. (Technically yes) I told him ...*" According to the Mayor, after he sat down with the Acting and Deputy City Clerks and had a conversation with them afterwards, a reasonably objective person could come to a conclusion that not only did the City Clerk had already decided Mr. Olson could buy up to 200 plots or more and then return them to the City, but she also directed her deputy clerk to call Mr. Olson and tell him that was what he needed to do to obtain the plot that he wanted.

Councilmember Bagby stated what he understood about this particular issue was if Mr. Olson had enough purchasers, then he would have been able to purchase all those lots because one person cannot purchase "159 lots." When asked to clarify this issue, the Acting City Clerk stated that he was instructed by the former City Clerk to inform Mr. Olson that in order to obtain the plot that he wanted, he would need to purchase the lots from the third row on, totaling approximately 200 plots. However, in order for Mr. Olson to buy all those lots, he would have to provide 30 or so names of different families so no individual family could own more than 6 plots. According to the City Manager, what he was hearing now was exactly what he heard back then. He stated what Mr. Olson has testified on November 6th was he was prepared to provide whatever names of friends and families necessary to obtain the desire plot. The City Manager added that his decision was to spare staff the work associated with preparing those 200 certificates and subsequently having them rescinded and subsequently refunded.

According to Councilmember Windes, an accused party is innocent until proven guilty; and that the City Manager has not been proven guilty. He stated a reprimand and a pay freeze is a punishment that he was not ready to give the City Manager.

- b) City administration and enforcement of Ordinance 378
- c) Mary Ann Pate – Teacher of the Year Award

Councilmember Bagby explained the purpose of this award. He informed Council that it establishes a \$10,000 endowment (\$1000 a year for a period of 10 years) to be awarded to the Destin Elementary School Teacher of the Year as selected by the Okaloosa County School District. The City of Destin would then present that award to the winner prior to Mother's Day every year so that they could give a copy of that certificate to the donor, Mr. W. A. Pate. He added that the criteria for selection were already set up in Okaloosa County School District.

Councilmember Bagby made a motion to approve the award and ask the Mayor to make the presentation to the award recipient prior to Mother's Day of 2007. Councilmember Destin provided a second to the motion. Motion passed unanimously, 7-0.

The City Council thanked Mr. W.A. Pate for his generous donation.

Next, Councilmember Bagby announced that he was approached by The Children's Volunteer Health Network and asked if someone from the City would be willing to draw the winning raffle ticket at Destin Commons on December 16th at 11:00 AM. He stated this organization provide health care services to underprivileged children at both Okaloosa and Walton Counties; and that they have a house at Destin Commons called 'A Moment in Time' they were going to raffle off on December 16th. Both the Mayor and Mayor pro-temp would check their schedule and report back to Councilmember Bagby.

Councilmember Bagby then went on to discuss item #15a following this item.

16. Councilmember Destin

Councilmember Destin made a motion to appoint Mr. Robert Fairweather to the Airport Committee, seconded by Councilmember Williges. Motion passed 7-0.

17. Councilmember Corcoran

18. Councilmember Williges

- a) City of Destin Charter (Florida Statute)

Councilmember Williges directly questioned the City Manager regarding the termination of the City Clerk. According to the City Manager, the former City Clerk requested paid leave, flex time to take her mother to see her aunt and that leave was granted. He stated he subsequently found out that the purpose of the trip had changed dramatically, and that she was actually interviewing that Saturday morning for a job. According to the City Manager, that action was conduct unbecoming and providing false testimony. He added that it was an issue of trust, and that the former City Clerk misled him when she took paid time to travel to a job interview.

Councilmember Williges stated the four hours of flex time the City Manager gave the former City Clerk was on a Friday; and that she went to Melbourne Beach for a job interview Saturday morning. He then asked if the City Manager required all employees to report their activities on their days off. According to the City Manager, he had no problem with what the former City Clerk did on her personal time, as long as the city was not paying her to travel to a job interview.

Councilmember Williges asked the City Manager if he knew that five days after the former City Clerk interviewed for the job that she withdrew her applications. At this time, Councilmember Windes asked for a point of order. The Mayor reiterated that the terminated employee's appeal process had come and gone, and that these are appropriate matters for the City Council to discuss. He then asked for counsel's opinion on the matter.

The City Attorney stated that the line of questioning seemed like an awfully directly prepared claimant's examinations of the manager. He stated it could open the city to legal action and urged the Council as a body to control themselves and not to create causes of action contrary to the best interest of the city. He also stated that Council knew there were documents prepared by this potential claimant circulated to selected members of the Council, as well as a continuing dialogue with selected members of the Council. He added this was a concern for him trying to keep Council out of liability scenarios.

Councilmember Williges then read the following statement from the City of Destin Rules and Regulations:

"When circumstances permit, the City Manager and department heads are expected to pursue a philosophy of progressive discipline by administering gradually increasing disciplinary actions for each successive instance of employee misconduct. Each level of progressive discipline would be fully documented for inclusion in the employees' personnel folder."

According to Councilmember Williges there are 4 steps of discipline - oral reprimand, written reprimand, suspension without pay and dismissal. He stated that it appears they were all ignored except for the discipline of termination.

Councilmember Williges then asked the City Manager how he found out the former City Clerk interviewed for a job that Saturday. The City Manager replied they received the information through a League of Cities contact that the City Clerk was interviewing for a job.

Councilmember Williges then asked if any member of Council informed him of the former City Clerk's job interview. The City Manager replied an individual from the League of Cities contacted Councilmember Seevers and that Ms. Seevers then asked him if she knew that the former City Clerk was interviewing for a job.

Councilmember Williges asked the City Manager to comment on the private investigator the city hired to investigate the former City Clerk. According to the City Manager, after they determined that the former City Clerk had interviewed for the job, they asked a local attorney to

investigate the issue and determine exactly what had occurred. He added that because of the sensitivity of this issue, he did not want the Human Resources Department to get involved in it.

Councilmember Williges stated that the former City Clerk deserved complete vindication. He also stated she deserved some adequate financial compensation; perhaps severance pay equal to that of the City Manager should this Council fired him, which is six months pay with no strings attached to it.

Councilmember Williges made a motion to completely vindicate the former City Clerk and grant her six months pay. Councilmember Destin provided a second to the motion.

According to Councilmember Seevers, when the issue relative to the cemetery ordinance first appeared on the agenda for November 6th, she called the City Clerk's office to find out if there was any documentation on this issue. She stated she was told no documentation was provided. She stated during the meeting of November 6th, Council was provided all kinds of documentation by Councilmember Williges. She also stated she went back to the Clerk's office the morning of November 7th to ask if any of those documents that were provided the night before became a matter of public records or was in the public record. She stated the response from the Clerk's office was none of the information was in the Clerk's office. She then stated that the former City Clerk must have taken the information home. According to Councilmember Seevers, removal of public records from City Hall was a violation.

Councilmember Williges stated he initially brought to the City Attorney's office all the information he provided during the November 6th meeting. He stated he was on the agenda to speak with regards to that issue prior to the November 6th meeting; however, the City Attorney advised against it because he was worried about a possible lawsuit. He also stated if those documents were supposed to be turned in to the Clerk's office for public record, the City Attorney never advised him to do so. According to the City Attorney, he had no reason to assume that the records Councilmember Williges brought to his office were not public record; and likewise, the councilmembers had no reason to assume that the documents provided to them by Councilmember Williges were not public records.

After some discussion relative to the city charter, Councilmember Williges suggested getting a referendum changing the charter to make the City Clerk under the City Council, not the City Manager.

The Mayor asked for counsel's opinion with regards to the motion on the floor to vindicate the former City Clerk by granting her six months pay. The City Attorney stated that Council may not have authority and was probably violating their insurance terms to even consider the proposed measure. He stated that the Council was not in a path of sound claims management.

According to Councilmember Destin, it appeared they were trapped between two responsibilities; one was responsible claims management the city attorney had pointed out, and the other one was the oversight function Councilmember Bagby spoke of earlier. He stated he did not want to vote to try to erase a wrongful action and then be sued afterwards. He added if Councilmember Williges could modify his motion to make it contingent upon being a settlement of this issue or a settlement to not sue the city, then he would continue to support it.

Councilmember Bagby asked if there was a way to protect the city by wording it in such a way that acceptance of this "gift" waives any or all future claims against the city.

According to the City Attorney, Council might be violating their insurance contract to take such an action. It was a surprise motion; one that does not allow them time to adequately prepare to protect the Council. He reiterated that Council had been warned not to discuss this issue. What they have now was a threat of substantial claim.

Councilmember Destin withdrew his second to the motion. He stated he was not happy with their oversight function so far. And that he intended to consult with the labor attorney so see how they could get back into their oversight function.

The Mayor called for a second to Councilmember Williges' motion. Seeing no second, motion died for lack of second.

19. Mayor Barker

The Mayor stated that this City Council must come together and decide which course of action to take relative to the City Manager and move on.

- a) **Consideration of a Vote of Confidence for the City Manager**
- b) **Consideration of a Vote to Reprimand the City Manager**

Councilmember Destin made a motion to reprimand the City Manager by freezing his pay for the year, seconded by Councilmember Bagby. Motion failed 3-4, with Councilmembers Seevers, Marler, Windes and Corcoran voting no.

The Mayor then informed Councilmember Seevers that they are back to her agenda.

Councilmember Seevers made a motion to request that the State Attorney's office review the tapes of the Destin City Council meetings of November 6th, November 20th, and December 4th to determine if any action should be initiated by the State Attorney's Office, seconded by Councilmember Corcoran.

Councilmember Destin stated that since the motion to reprimand the City Manager and the motion to vindicate the former City Clerk both failed; to go forward and request an investigation from the State Attorney's office would be redundant. He stated the Council had already determined there was no wrong doing on the part of the City Manager.

Motion passed 6-1, with Councilmember Destin dissenting.

- c) **Consideration of a Vote to Terminate the City Manager**
- d) **Consideration of U.S. Department of the Interior Minerals Management Service request for written comment pertaining to the proposed oil and gas lease sales in the western planning area and central planning area.**

The Mayor informed Council he received a second request from the U.S. Department of the Interior Minerals Management Service asking for written comments pertaining to the proposed oil

and gas lease sales in the western planning area and central planning area. He stated that once or twice before, this Council supported a resolution opposing the sale of this oil and gas leases in the western and central planning areas; in addition they stayed in constant contact with their elected officials at the national level helping them to set strategy to fight that particular sale of oil and gas leases. He also stated that this issue continued to be brought before the City of Destin and all other interested parties. The Mayor asked if Council wanted to take a position once again in written format as a response to the U.S. Department of the Interior.

Several councilmember asked for supporting documents with regards to this issue. The Mayor informed Council there were no supporting documents. The Council agreed to table this issue until they get more information.

The City Council directed staff to research this issue, gather more information and bring the matter back to Council.

STAFF REPORTS AND RECOMMENDATIONS

20. City Attorney comments

- a) First reading of Ordinance 06-23-CN, Redesignating the Occupational License Tax as the Local Business Tax.**

The City Attorney read Ordinance 06-23-CN by title.

The City Attorney informed Council that on June 9, 2006, the Governor approved a bill amending the Florida Statutes changing the term "local occupational license tax" to "local business tax" to take effect January 1, 2007, and Council's approval of this ordinance is requested to be consistent with the requirements of the state statute.

Motion by Councilmember Seevers to approve proposed Ordinance 06-23-CN on first reading and for staff to schedule it for second reading, seconded by Councilmember Marler, passed 7-0.

- b) Authority of Council for Councilmember Sarah Seevers to participate in City Council meeting, or portion thereof, by telephone on December 18, 2006 due to extraordinary circumstances.**

The City Attorney informed Council that on their meeting on December 18th they would be considering the issue relating to the acquisition of parcel on the harbor that they have under contract. He stated that issue would require an extraordinary vote or two-third of the Council or 5 of the 7 votes. He stated they have two councilmembers that would have to abstain from voting; and Councilmember Seevers would not be able to attend the meeting due to a previously planned family engagement. He stated she could only be available by satellite telephone. He stated this is a request for Council to determine that for the meeting of December 18th Councilmember Seevers be permitted to participate by telephone in that meeting.

Councilmember Williges made a motion to allow Councilmember Seevers to participate in City Council meeting, or portion thereof, by telephone on December 18, 2006 due to extraordinary circumstances. Councilmember Corcoran provided a second to the motion. Motion passed 5-0. Councilmembers Destin and Windes abstained from voting.

21. Heritage run automatic floodgate - Design.

The City Manager explained this project represents a mitigation effort as a result of Hurricane Ivan in 2004 to automatically control the floodgate into the Choctawhatchee Bay. It is an important component of keeping the Heritage Run subdivision from flooding during heavy rain and storm events. He stated they have negotiated a detailed scope of services and estimated fees with Tetra Tech, Inc., one of the city's consulting engineering firms under a continuing service contract.

Councilmember Williges made a motion to authorize the City Manager to execute a purchase order to Tetra Tech, Inc, in the amount of \$35,000.00 for the necessary engineering services. Councilmember Seevers provided a second to the motion. Motion passed 7-0.

22. Approval for Joint Sand Source Investigation - Destin, Okaloosa Co., Eglin AFB

According to the City Manager as a direct result of the Interlocal Agreement for Beach and Dune Restoration and Management, between Okaloosa County and the City of Destin, the Tourist Development Council (TDC) has negotiated a combined scope of work for geotechnical services (sand search) to include Okaloosa County, the City of Destin and Eglin Air Force Base. He stated this scope of work is designed to locate a minimum of 5-10 million cubic yards of white, beach quality sand. He stated under future contracts, this sand would be used to construct beach restoration projects on Okaloosa Island, the western portion of the City of Destin beaches and Eglin property.

Councilmember Seevers made a motion to approve the scope of services with Taylor Engineering, Inc., for geotechnical services and authorizes the use of budgeted funds from CIP #EM417 to provide the required ten percent in matching funds, not to exceed \$39,111.25. Councilmember Bagby provided a second to the motion. Motion passed 7-0.

23. City Manager comments
a) Recreation Manager Confirmation

Motion by Councilmember Williges to confirm the selection of Mr. Lance Johnson as the city's new Recreation Manager, seconded by Councilmember Seevers, passed 7-0.

The City Manager informed Council of the Christmas Parade on Saturday, December 9th. He also reported that the city received the 1st place and Judges Awards for its website; as well as 3rd place award for the Destin Focus Newsletter from the Florida Government Communications Association.

Councilmember Seevers then recognized Webb Warren and Deborah Thatcher, who were present at this meeting, as the two individuals primarily responsible for the city receiving the awards mentioned by the City Manager.

Next, Councilmember Williges stated that during an earlier conversation he expressed his desire to get a referendum vote to amend the city charter putting the position of City Clerk directly under Council instead of the City Manager. He stated he would like to make that motion at this time.

According to the City Attorney, the proper procedure would be to direct staff to write an ordinance and bring it back to Council; which each councilmember has individual authority to do so. Councilmember Williges stated he would like to exercise his authority and direct staff to write an ordinance to that effect.

COMMENTS FROM THE AUDIENCE

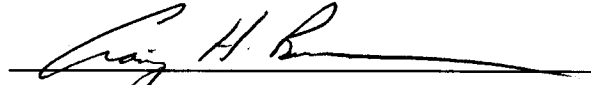
Mr. John Medina thanked the City Council for their efforts in trying to resolve the difficult issues brought forth before them. He stated he was confident there would not be any criminal charges as a result of the review of these cases; but perhaps some reprimand. He stated the next generation of City Council should learn from this episode, take a different approach so they do not make the same mistake this Council made in the handling of these difficult issues.

ADJOURN

Having no further business at this time, the meeting was adjourned at 11:50 PM.

ADOPTED THIS 18th DAY OF DECEMBER 2006.

By:


Craig H. Barker, Mayor

ATTEST:


Rey Bailey, Acting City Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>WINNERS CHARLES K. JR.</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>CITY COUNCIL</i>	
MAILING ADDRESS <i>P.O. BOX 631 OAK.</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
CITY <i>DESTIN</i>	COUNTY	NAME OF POLITICAL SUBDIVISION:	
DATE ON WHICH VOTE OCCURRED <i>DEC 4 / 06</i>		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Charles H. White, TR, hereby disclose that on DEC 4, 20 06.

(a) A measure came or will come before my agency which (check one)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☐ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

AS ADJOINING PROPERTY OWNER.

Date Filed

DEC 4 / 2006

Signature

Charles H. White, TR

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME DESTIN DREW E		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE DESTIN CITY COUNCIL	
MAILING ADDRESS 777 SPRING LAKE		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY DESTIN	COUNTY FIA	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED 12/4/06		NAME OF POLITICAL SUBDIVISION:	
		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Dewey E Destin Jr, hereby disclose that on 12/4, 2006:

(a) A measure came or will come before my agency which (check one)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☐ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

PROPERTY OWNER NEAR PROPOSED CITY PURCHASE

Dewey E Destin Jr 12/4/06
Date Filed

Dewey Destin Jr
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
JANUARY 2, 2007
ANNEX COUNCIL CHAMBERS
6:00 PM**

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

Destin City Council

Mayor Craig Barker
Councilmember Larry Williges
Councilmember Jim Bagby
Councilmember Sam Seevers

Councilmember Kelly Windes
Councilmember Cyron Marler
Councilmember Ted Corcoran
Councilmember Dewey Destin

Destin City Staff

City Manager Greg Kisela
City Attorney Jerry Miller
Public Information Manager Deborah Thatcher
Public Works Director Lee Brown
Grants/Projects Manager Lindey Chabot

Acting City Clerk Rey Bailey
City Engineer Chuck Meister
Deputy City Manager John Paton
CRA Manager Hank Woollard
Finance Director Bragg Farmer

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

The Mayor called the meeting to order at 6:00 PM. Councilmember Marler gave the invocation, which was followed by the Pledge of Allegiance.

CONSENT AGENDA

1. **Approval of the Minutes of the December 18, 2006 Regular Council Meeting.**
2. **Approval for the Payne Chiropractic 5K run**
3. **Request approval to construct a 180' x 4' dock with two (2) 30' x 4' finger piers and four (4) boat slips / John Tringas**
4. **Request approval to construct a 180' x 4' dock with two (2) 30' x 4' finger piers and four (4) boat slips / Harris Investment, LLC**

The City Attorney requested that item #2 of the Consent Agenda be pulled for further discussion.

Motion by Councilmember Marler to approve items #1, #3, and #4 of the Consent Agenda printed above, seconded by Councilmember Seevers, passed unanimously, 7-0.

The City Attorney informed the City Council of an outstanding issue with agenda item #2 relative to the Certificate of Insurance. He stated he expect the issue to be resolved by the end of the week. He asked for Council's motion to approve item #2 contingent upon the City Attorney's final approval of the Certificate of Insurance.

Motion by Councilmember Marler to approve Consent Agenda item #2 contingent upon the City Attorney's final approval of the Certificate of Insurance, seconded by Councilmember Seevers, passed unanimously, 7-0.

RESOLUTIONS

5. Resolution 07-01, Amended Schedule of Fees.

The City Attorney read Resolution 07-01, Amended Schedule of Fees, by title.

The City Manager explained that Resolution 07-01 amends the Schedule of Fees for FY2007 to incorporate the revisions and correct minor errors in the schedule adopted in November 2006.

Motion by Councilmember Seevers to adopt Resolution 07-01, Amended Schedule of Fees, seconded by Councilmember Marler, passed unanimously, 7-0.

PROJECT REPORTS AND COMMENTS FROM MAYOR AND COUNCIL

- 6. Councilmember Williges**
- 7. Councilmember Corcoran**
- 8. Councilmember Destin**
- 9. Councilmember Bagby**
- 10. Councilmember Marler**
- 11. Councilmember Seevers**

Councilmember Seevers wished everybody a Happy New Year.

12. Councilmember Windes

Councilmember Windes requested an update on issues relative to the location of the parking garages in the harbor front CRA, as well as the design on the boardwalk.

The CRA Manager informed Council they released a letter of interest around the summer time asking property owners on the Harbor CRA if they would be interested in entering into a partnership with the City. He stated that the city received five proposals, and they are working with Tetra Tech/EDSA to evaluate those sites. He also mentioned that Tetra Tech/EDSA has been commissioned to work all of the design related issues on the harbor. The CRA Manager added that two of the five proposals for the parking garages might have some potential.

13. Mayor Barker

Mayor Barker congratulated the city staff on another excellent fireworks display.

STAFF REPORTS AND RECOMMENDATIONS

14. City Attorney Comments

15. Community budget issue request – emergency operations center

The City Manager presented the item to the City Council. He informed Council that the city have had conversations with Mr. Jay Odom regarding his plan to secure funds through the state legislature to construct an Emergency Operations Center at his new development at the Destin Airport. He spoke of Mr. Odom's intention to retrofit his fixed-base operator building to hurricane Category 5 standard and allow the city to use it as an emergency operations center during hurricane and other disaster events. He stated that Mr. Odom believes the project could be partially funded through a Community Budget Issue Request to the Florida State Legislature. According to the City Manager, if a hurricane warning was issued, the planes in the 15,000 square foot hanger would be moved and most likely vacate the area. He stated the hanger and a two story 12,000 square foot administrative offices would be taken over by the city to use as their Emergency Operations Center. The City Manager also informed Council of Mr. Odom's request that the city serve as the applicant for the grant. He stated there would be no additional expense to the city outside of administrative time and possibly City Attorney's time in actually applying. He asked that Council approve the City serving as the applicant and submitting a Community Budget Issue Request for Emergency Operations Center to the Florida State Legislature. He also asked that Council approve Resolution 07-02 (resolution of support).

According to Councilmember Seevers, this would be a win-win situation for everyone. She stated it would allow the first responders and their personnel and equipment to stay in the city, rather than evacuate, and be ready to provide immediate assistance to citizens who chose to remain in place during a hurricane.

Councilmember Williges commended Mr. Odom for his willingness to go through the expense of moving and redeploying planes in the hanger to make it available to the city and the first responders.

Councilmember Seevers made a motion to approve the City serving as the applicant and submitting a Community Budget Issue Request to the Florida State Legislature for the funds to retrofit the Fixed Base Operator Building at Destin Airport into a self-sustaining Emergency Operations Center for use by the City of Destin and other governmental agencies during major disasters. Councilmember Destin provided a second to the motion. Motion passed unanimously, 7-0.

The City Attorney then read Resolution 07-02 by title.

Councilmember Seever's motion to approve Resolution 07-02, seconded by Councilmember Destin, passed unanimously, 7-0.

16. Speed hump policy – revisions and resolution.

According to the City Manager this item was a revision of the speed hump policy previously approved by Council. He also informed Council that the document has not been reviewed by the Public Works/Safety Committee, and that they have had several request to take these suggested changes to the committee on January 9th and then bring it back to Council on January 16th.

Councilmember Bagby made a motion to send the item to the Public Works/Safety Committee on January 9th for their review and recommendation, and then bring the item back to Council on January 16th. Councilmember Williges provided a second to the motion. Motion passed unanimously, 7-0.

17. Golf cart policy clarification

The City Manager asked for clarifications of Council's direction to staff pertaining to the golf cart policy issue. He asked if the intent of Council was for staff to work through the two year implementation period to implement the revisions and suggestions, but not to allow people to operate golf carts in city streets and sidewalks. He informed Council that some of the people who attended a previous Council Meeting when this issue was discussed believed that Council's direction puts them in a two year hiatus; allowing them to operate golf carts on city sidewalks and city streets; a violation of State Statutes. He added that the City Council cannot ask the Sheriff's office not to enforce the State Statutes.

Councilmember Seevers made a motion to direct the City Manager to implement the City's approved golf cart policies that it complies with existing State laws. Councilmember Corcoran provided a second to the motion.

According to Councilmember Bagby, it would not be necessary to make a motion because there is already an existing law governing the use of golf carts, which are currently being enforced by the Sheriff's Office; adding it would only confuse the issue. He stated that the action that was taken in a prior meeting included a two year implementation period that would involve developing and passing an ordinance, purchasing and installing the signs, and giving the citizens notice that they have two years to get their golf carts converted to low speed vehicle so they could operate them on city streets where they are allowed.

Councilmember Seevers agreed with Councilmember Bagby and withdrew her motion.

Councilmember Williges then informed Council that a member of the public reported that a special provision had been given to United Parcel Service (UPS) to run golf carts on city streets to deliver packages during the holidays. He stated the City Council was not in a position to exclude anybody.

Captain Gaddis then came forward and explained that the request from UPS came to Sheriff Morris back in August prior to any discussion of this issue by the City Council. He stated that in the spirit of Christmas, and rather than tying up several UPS trucks, Sheriff Morris granted UPS workers permission to utilize the golf carts with a buggy attached to it to haul the packages to residential areas.

18. City Manager comments

a) Commons Drive extension - right of way acquisition.

The City Manager informed the City Council that they previously presented an agreement between the City of Destin and the owners of the Indian Bayou Country Club to acquire property necessary to complete the extension of Commons Drive between Airport Road and Two Trees

Road. He stated the agreement would convey real property adequate to construct the right-of-way (ROW) necessary to complete the east/west leg of Commons Drive and ROW necessary to reconnect Indian Bayou Drive to the newly constructed Commons Drive. He stated a condition was that the City vacates ROW where the current Indian Bayou Drive connects to Airport Road; and as part of the transaction the Country Club insisted that Two Trees Road be disconnected from Indian Bayou Drive. According to the City Manager, Council rejected the proposed contract and directed staff to proceed with the acquisition of the ROW necessary to complete the extension. The City Manager informed Council they contacted the owners of the Country Club and they agreed to explore a property purchase. He stated they obtained an appraisal needed for the ROW necessary to build the new Commons Drive; the appraisal valued the property at approximately \$1 million. He further stated, the Country Club owners were agreeable to selling the property but asked that the City Council reconsider the prior contract. He added that the difference between the two options was about \$600,000; the property purchase would be \$1 million and the property exchange would cost \$400,000 because they have to build the leg of the Indian Bayou and the round-a-bout. The City Manager asked Council for policy direction on whether to stay the course and purchase the necessary ROW or to reconsider the prior contract.

According to Councilmember Destin, they had a very extensive public hearing on this issue last time; and that he had not seen anything to change his mind that they made the correct decision then. He added that if Council was to make a motion to reconsider their prior decision, it would only be fair to invite back those people who participated during the public hearing on this issue.

Councilmember Williges questioned the following statement on the staff report; *"Indian Bayou Drive from Two Trees Road to Airport Road would remain open for pedestrian and bicycle purposes but restricted from vehicle usage as a result of safety concerns with the new intersection of Commons Drive and Airport Road."* He stated that issue never came up before and asked if there had been any qualified safety study that addressed the safety concern. The City Engineer explained that the design of Commons mandates that Commons intersect Airport Road at the exact same location as the Indian Bayou Trail; otherwise they have to buy additional ROW and end up with two intersections that are adjacent to each other, which would be unsafe. He also informed Council that what they had always planned to do was to reroute Indian Bayou Trail to the south, so it goes in to Commons, then Commons continues onto Airport Road. According to Councilmember Williges, they would need a real safety study done by qualified traffic engineers to validate the safety concerns mentioned in the report. The City Engineer informed Council that the drawing that was provided was not an extremely accurate drawing; and that it did not show the correct alignment for the existing portion of the Indian Bayou Trail.

The Mayor then offered his observation on this issue. He stated they have had extensive public hearings on this issue; and staff probably spent years designing it. He added that he had seen the difference in the cost and agreed with Councilmember Destin that they made the right decision back then and they should move forward. The Mayor then asked if there was a motion to reconsider the prior action of the City Council. Seeing none the Mayor directed staff to press forward.

Following discussion of the above item, the City Manager made the following announcements:

- They anticipate Great Lakes being able to reach Destin within two or three weeks to replace some sand on Destin beaches before they break and head south.
- Staff would provide Council a proposal to purchase a parcel directly adjacent to the Destin Library within 30-60 days.
- Kell-Aire and Airport Road would be closed until approximately January 8th.
- City Hall would be closed on Monday, January 15th in honor of Martin Luther King; and that the Regular Council meeting would be held on Tuesday, January 16th.
- A CRA Board meeting had been scheduled for Tuesday, January 16th at 5:30 PM.
- The Chamber of Commerce Dinner scheduled on January 12th.
- The Okaloosa County League of Cities dinner, being hosted by the City of Destin, scheduled on January 18th.
- The Mayor's State of the City address scheduled for February 27th, 6:00 PM, in the City Hall Annex.
- Dale Carnegie Course training starting the week of January 16th (13 week session). Council members wishing to participate to contact the city.

COMMENTS FROM THE AUDIENCE

Ms. Betty Kenyon inquired as to why agenda item #15 was not advertised to allow other residents adjacent to the airport to attend this meeting and speak on the issue. Staff informed Ms. Kenyon that the agenda for this meeting was advertised.

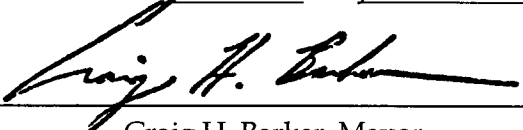
Ms. Kenyon expressed her disagreement with the decision made by the Sheriff's office to allow UPS to drive golf carts to deliver packages to residential neighborhoods during the holiday season.

ADJOURN

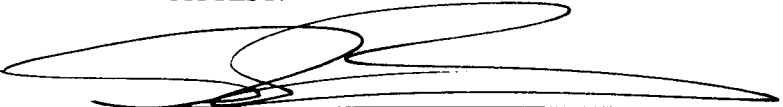
Having no further business at this time, the meeting was adjourned at 9:10 PM.

ADOPTED THIS 16TH DAY OF JANUARY 2007.

By:


Craig H. Barker, Mayor

ATTEST:


Rey Bailey, Acting City Clerk

**MINUTES OF THE
PUBLIC WORKS/SAFETY COMMITTEE MEETING
TUESDAY, OCTOBER 8, 2019 - 5:30 PM
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE:

Chairman Ramswell called the Public Works/Safety Committee to order on Tuesday, October 8, 2019 at 5:30 p.m.; which was followed by Pledge of Allegiance.

2. ROLL CALL:

Members Present

Anthony Ramswell
Tom Weidenhamer
Jim Wood, Jr.
Mike Parker
Kevin Schmidt

Staff

Kim Montgomery, Deputy City Clerk
Joe Bodi, Engineering Assistant

3. APPROVAL OF MINUTES: September 10, 2019

Motion by Committee member Weidenhamer seconded by Committee member Wood; the members voted 5-0 to approve the September 10, 2019 minutes as written.

4. OLD BUSINESS:

➤ **Airport Road Safety Improvements**

According to Mr. Bodi Council directed staff to come up with some interim measures for improvements until the project could get accomplished; such as putting down thermoplastic letters that say, "Slow Down" before entering the curve on each side of the roadway.

Committee member Wood asked how large the letters would be. According to Mr. Bodi they would be 8-feet long and cover almost the entire width of the roadway with 24-feet between "Slow" and "Down." He then asked what the cost would be. According to Mr. Bodi, staff will be able to perform the work and the cost is approximately \$1,600.00 for all the letters.

Committee member Schmidt asked if the letters would eventually be effected by what FDOT plans to do to the curve for the safety improvements. According to Mr. Bodi, staff will ensure that the words are put down far enough away from the area, so they won't have to be redone.

Motion by Committee member Weidenhamer, seconded by Chairman Ramswell to recommend to City Council to support the installation of the thermoplastic pavement marking letters "SLOW DOWN" on Airport Road. The motion passes with a 5-0 vote.

➤ **Sidewalk Funding Update – Tim Pietenpol**

According to Mr. Pietenpol; he was asked to come speak to the committee regarding how staff determines where and how they select the locations to perform the repairs for sidewalks in the city; based on the amount of available funding. He further explained that staff is constantly in the field identifying

necessary repairs and any sidewalks that are raised above a quarter inch, which becomes a tripping hazard; gets placed on the list for repairs. Once the funding is available, they are given to the continuing services contractor to perform the repairs until the funds are spent. He explained that the list is ongoing and is constantly updated with either the repairs being done or when new damages are identified. Adding that certain areas get prioritized that are heavily trafficked by pedestrians and bikers, such as Airport Road as an example.

Committee member Wood spoke of how the fifteen years he has known Mr. Pietenpol, there have been lists kept for repairs and how the city staff has never been able to catch up. He mentioned how with the new gas tax funds the city now has the means to catch up and feels it usually; he would like to see those funds used towards the sidewalks until all of them are caught up including all the truncated domes. Then they could start looking at other issues; once the funds are replenished.

Motion by Committee member Wood to recommend the City Council provide, in addition to the \$100k already set aside, to add another \$420k so the sidewalk list and the truncated domes can get finished and up to standard.

Committee member Schmidt asked Committee member Wood if he meant for the additional \$420k to come out of the ½ cents gas tax initiative. According to Committee member Wood, that is correct.

The Chairman called for the vote and the motion passed 4-1 with Committee member Schmidt dissenting.

5. BICYCLE SUB COMMITTEE REPORT:

The following was discussed:

- Bike helmet fitting course – The Chairman stated he plans to get with the Sheriff's Dept to find out when the next course takes place so they can all get certified.

6. COMMITTEE MEMBER COMMENTS:

Committee member Wood –

- Mentioned how off deputies were needed for the Seafood Festival traffic control but found out that the only way the event could get the assistance is if the off duty deputies would volunteer their personal time. He spoke of how he does not agree with that at all and found out that there was only one available for Friday night only and there was no one else for the rest of the weekend because there were no more volunteers. He also spoke of how he plans to go speak with the TDD to find out if there is any information to get out to the tourist on the proper ways to cross the busy Highway. He also spoke of the \$50k Edward J. Burn Grant that the city has gotten in the past and how that may be a way to help fund the necessary needs.

The Chairman stated that he would contact the City Attorney and find out what he recommends regarding the necessary funding sources needed to get more off duty deputies to man the intersection and cross walks in the general vicinity of the Seafood Festival.

Committee member Parker suggested using the Marler Parking Lot parking funds as another means to pay off duty deputies to work the event.

Committee member Parker - Nothing to report

Committee member Weidenhamer – Nothing to report

Vice Chairman Schmidt – Asked about the status of the following:

Chairman Ramswell – The Chairman spoke of three streetlights on Indian Bayou Trail area before Country Club Drive are not working. However, he could not get the numbers off the identification markers because they were placed too high. He provided the exact location to the Engineering Assistant.

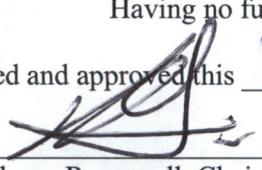
7. OLD BUSINESS:

Public Services Report –

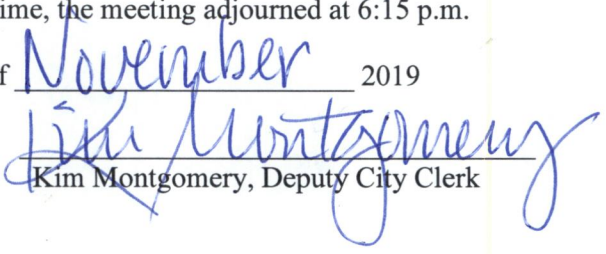
Committee member Wood questioned if Council has decided anything regarding the scooters. According to the Engineering Assistant, they directed the Land Use Attorney and the Community Development Director to come back with an ordinance.

Having no further business at this time, the meeting adjourned at 6:15 p.m.

Adopted and approved this 11th day of November 2019



Anthony Ramswell, Chairman



Kim Montgomery, Deputy City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2019

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU:

FROM: Lance Johnson, City Manager
Bragg Farmer, Finance Director

DATE: 11/12/2019

SUBJECT: Electrical Services - Continuing Services Contract

I. BACKGROUND: Funding is secured annually for the repair and maintenance of City owned buildings. Continuing services contracts ensure the buildings remain operational. The Bid committee solicited bids for an electrical continuing services contract and received four bids.

II. DISCUSSION: The Bid Committee reviewed the bid on November 12, 2019 and requests Council award the bid to D&D Air Conditioning, Heating & Electrical Services to perform miscellaneous electrical repairs.

A. Link to Strategic Goals / Objectives: I. Enhanced Quality of Life, I.C.2., I.C.3, I.C.4, I.C.5 and III. Organizational Excellence, III.A.1

B. Effect on Budget (EOB): \$7,500 was expended for these services in FY19, \$80,000 is budgeted for Building Repairs and Maintenance in FY20

C. Level of Service (LOS): Ensures City facilities remain operational.

III. CONCLUSION: Staff recommends Council award RFB 19-07-PW, Miscellaneous Electrical Continuing Services Contract to the lowest priced responsive bidder, D&D Air Conditioning, Heating & Electrical Services.

IV. RECOMMENDED MOTION: I move that RFB 19-07-PW, Miscellaneous Electrical Continuing Services contract be awarded to the lowest priced responsive bidder D&D Air Conditioning, Heating & Electrical Services and authorize the City Manager to execute this contract on behalf of the City.

Attachments:

1. Bid Breakouts for Agenda 111219
2. D&D Electrical Bid Response
3. RFP 19-07-PW Misc Electrical
Continuing Services Contract
4. Minutes - Bid Committee Meeting -
Nov. 12
5. Electrical Contract 2019 Jan1 Sep30

City of Destin					
Department of Public Services					
Continuing Services Contracts for FY20, Price Comparisons (red = recommended provider)					
Generator, Semi-annual costs	Current Pricing	MetroPower	RONCO	Forrest Jordan	
City Hall	497.00	550.00	607.00	940.97	
City Hall Annex	497.00	550.00	607.00	940.97	
Sheriff's Office	397.00	475.00	na	658.70	
Maintenance Facility		475.00	479.00	555.00	
Heritage Run Stormwater Pump		550.00	607.00	940.97	
Unscheduled Service Call /hr	0, \$95 for non-maint.	115.00	119.00	110.00	
Materials Upcharge %	35	25	35	20	
Electrical, per event	Current Pricing	Hall's	GulfCoast	MetroPower	D&D Electric
Electrical Service /hr	69.00	85.00	69.00	85.00	65.00
Electrician /hr	included	85.00	69.00	85.00	65.00
Electrician's Helper /hr	39.00	60.00	39.00	55.00	35.00
Laborer /hr	31.00	40.00	31.00	55.00	25.00
Bucket Truck /hr	75.00	125.00	75.00	60.00	125.00
Mobilization or travel time cost	na	75.00	na	45.00	na
Materials Upcharge %	29	0	29	35	20
Pest Control, monthly	Current Pricing	Bay Pest Control	FL Pest Control	Brock Pest Control	
Buck Destin	5.00	33.00	5.00	25.00	
City Hall	18.00	33.00	15.00	40.00	
City Hall Annex	23.00	33.00	20.00	35.00	
Clement Taylor Park	8.00	33.00	8.00	20.00	
Community Center	23.00	33.00	20.00	45.00	
EOC	13.00	33.00	11.00	20.00	
Joe's Bayou	13.00	33.00	11.00	20.00	
June White Decker	13.00	33.00	11.00	20.00	
Library	20.00	33.00	18.00	40.00	
MSC	9.00	33.00	9.00	20.00	
MSC Bathrooms	5.00	33.00	5.00	10.00	
Museum	9.00	33.00	9.00	25.00	
Maintenance Facility	10.00	33.00	10.00	40.00	
Shores at Crystal Beach	10.00	33.00	10.00	20.00	
Sheriff's Office	20.00	33.00	18.00	25.00	
Annual Treatment for All Above	199.00	495.00	180.00	405.00	
Annual Termite Inspection	Included	Included	Included	extra	
Annual Termite Treatment	Priced as Needed	Included	Included	extra	
Specialty Calls	Included	Included	Included	70.00	
Termite Bond	Priced as needed	Included	Included	no response	
Carpenter Ants				70.00	
Wasps, Yellow Jackets				70.00	



(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. 19-07-PW

**MISCELLANEOUS ELECTRICAL
CONTINUING SERVICES CONTRACT**

Bid Opening: November 7, 2019 2:00pm CST

Table of Contents

Bid Form Page 1	3
Bid Form Page 2	4
Number of years in business	5
Location of business	5
Previous work experience	5
Current Work Commitments.....	6
Availability	6
General Liability Insurance.....	7
Workers Compensation Insurance	8
State of Florida Electrical License	9
Okaloosa County Business Tax Receipt	10
City of Destin Business Tax Receipt	11
Public Entity Form Page 1	12
Public Entity Form Page 2	13
Drug Free Workplace Certification	14
W-9	15

Bid Form Page 1

EXHIBIT A

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-07-PW
MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT**

PART I Bid submitted by:

Company: D&D Air Conditioning, Heating & Electrical Services
 Address: PO Box 5239
 City & State: Destin, FL Zip Code: 32540-5239
 Telephone: () (850) 650-3995 E-mail: admin@dndservices.com Fax: () (850) 650-4454
 Number of Years in Business: 22 Years Contact Name Dennis Thomas

PART II Bidding RFB No. 19-07-PW, MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT:

<u>ITEM</u>	<u>UNIT PRICE</u>
1. Labor	
a. Electrical Service Work per hour	\$ <u>65.00</u>
Additional charges, if any associated with service call such as:	
b. Electrician per hour	\$ <u>65.00</u>
c. Electricians Helper per hour	\$ <u>35.00</u>
d. Laborer per hour	\$ <u>25.00</u>
e. Bucket Truck per hour (70' Bucket Truck)	\$ <u>125.00</u>
f. Mobilization or travel time cost (if applicable)	\$ <u>na</u>
2. Materials and Supplies:	
Materials and supplies will be billed at contractor's wholesale price or contractors wholesale price plus <u>20</u> %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request.	
3. Please list any additional costs associated with the above services and materials:	
Basic test and location equipment for electrical and datacom	\$ _____
service included in hourly rate	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Bid Form Page 2

City of Destin, Florida

RFB No. 19-07-PW, MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT

Bid Form Page 5

PART III Certifications:

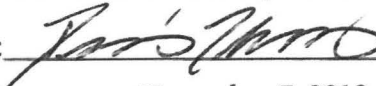
In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested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

(Print or Type)

Signature: 

Date of Bid: November 7, 2019

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 Electrical and HVAC services in Destin for 22 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

- ◆ Repair/Replace/Retrofit Parking Lot Lights – 98 Palms Shopping Center, Cordova Mall, Gulf Breeze Plaza
- ◆ Repair/Replace/Retrofit Parking Lot Lights – Plantation Plaza, Bellview Plaza, Cordova Commons
- ◆ Repair/Replace/Retrofit Parking Lot Lights – Santa Rosa Commons
- ◆ Repair/Replace/Retrofit Parking Lot Lights – Emporium Plaza, Miramar Plaza
- ◆ Repair/Replace/Retrofit Parking Lot Lights – Paradise Key
- ◆ Repair/Replace/Retrofit Stadium Lighting – Morgan’s Sports Center, City of Destin Community Center
- ◆ Install/Retrofit/Repair Electrical & Datacom Circuits – JG Plaza, Uptown Station, Uptown Corners
- ◆ Install/Retrofit/Repair Electrical & Datacom Circuits – Shoppes of Paradise Isle
- ◆ Install/Retrofit/Repair Electrical & Datacom Circuits – The Boeing Company
- ◆ Install/Retrofit/Repair Electrical & Datacom Circuits – Aerial Dunes Condominium
- ◆ Install/Retrofit/Repair Electrical & Datacom Circuits – Breakers East Condominium
- ◆ Install/Retrofit/Repair Electrical & Datacom Circuits – Club Destin
- ◆ Install/Retrofit/Repair Electrical & Datacom Circuits – Destin Gulfgate
- ◆ Install/Retrofit/Repair Electrical & Datacom Circuits – Silver Dunes
- ◆ Install/Retrofit/Repair Electrical & Datacom Circuits – Holiday Beach Resort
- ◆ Install/Retrofit/Repair Electrical & Datacom Circuits – Holiday Inn Sunspree
- ◆ Install/Retrofit/Repair Electrical & Datacom Circuits – Shoreline Village
- ◆ Install/Retrofit/Repair Electrical & Datacom Circuits – Sandpiper Cove
- ◆ Install/Retrofit/Repair Electrical & Datacom Circuits – Destin Jet
- ◆ Install/Retrofit/Repair Electrical & Datacom Circuits – Destin United Methodist Church
- ◆ Install/Retrofit/Repair Electrical & Datacom Circuits – Golden Corral Destin, Mary Esther
- ◆ Install/Retrofit/Repair Electrical & Datacom Circuits – Hampton Inn Destin, Sandestin
- ◆ Install/Retrofit/Repair Electrical & Datacom Circuits – Marriot Residence Inn, Marriot Courtyard
- ◆ Install/Retrofit/Repair Electrical & Datacom Circuits – Emily Odom Institute
- ◆ Install/Retrofit/Repair Electrical & Datacom Circuits – Hammock Bay
- ◆ Install/Retrofit/Repair Electrical & Datacom Circuits – Mag Aerospace
- ◆ Install/Retrofit/Repair Electrical & Datacom Circuits – Rave Motion Pictures
- ◆ Further References Available Upon Request

Current Work Commitments

- ◆ Contract commitment for Electrical Services for CBRE
- ◆ Contract commitment for Commercial HVAC Maintenance & Service for The City of Fort Walton Beach
- ◆ Contract commitment for Commercial HVAC Maintenance & Service for The City of Destin
- ◆ Contract commitment for Commercial HVAC Maintenance & Service for The Boeing Company
- ◆ Contract commitment for Electrical/HVAC Maintenance & Service for over 50 Commercial Businesses
- ◆ Provide Install/Repair/Replace/Retrofit Electrical, Datacom and HVAC Services for Commercial and Residential customers

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.

General Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2019

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 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 FAX (A/C, No): (850) 275-0135 E-MAIL ADDRESS: admin@p-1ins.com	
INSURED DWD Ventures Inc dba D&D Air Conditioning, Heating & Electric PO Box 5239 Destin FL 32540		INSURER(S) AFFORDING COVERAGE INSURER A: Sothern Owners INSURER B: Auto Owners INSURER C: Allied Property and Casualty Ins. INSURER D: INSURER E: INSURER F:	
		NAIC # 42579 18988	

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	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		78376048	08/28/2019	08/28/2020	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMPIOP AGG \$ 2,000,000.00
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		51-368913-00	08/28/2019	08/28/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		51-368913-02	01/19/2019	01/19/2020	EACH OCCURRENCE \$ 1,000,000 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 \$
C	Inland Marine Contractor advantage		78376048	08/28/19	08/28/2020	Equipment Leased or Rented From Others \$300,000 with \$500 deductible

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

CANCELLATION

City of Destin Building Department 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 JASON CLARK E080977-FL
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

Workers Compensation Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/2/2019

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 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: mail@acentria.com ADDRESS:	
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: 162331392	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 ☐ 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 ☐ 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	N/A	NHFL0013502019	1/1/2019	1/1/2020	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 1/1/2019. *10 days notice of cancellation applies in the event of nonpayment of premium.
 Dennis Thomas Licenses: CAC057538 and EC13001418

CERTIFICATE HOLDER City of Destin 4200 Indian Bayou Trail Destin FL 32541	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

State of Florida Electrical License

	RICK SCOTT, GOVERNOR	JONATHAN ZACHEM, SECRETARY	
 STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION ELECTRICAL CONTRACTORS LICENSING BOARD THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES THOMAS, DENNIS W D & D AIR CONDITIONING HEATING & ELECTRICAL SERVICES 130 BENNING DR DESTIN FL 32541 LICENSE NUMBER: EC13001418 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

2019 - 2020

OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT

RECEIPT NO. 110030705386

EXPIRES SEPTEMBER 30, 2020

BUSINESS NAME D AND D AIR CONDITIONING HEATING AND ELECT STATE OF FLORIDA

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 32588

DWD VENTURES INC
PO BOX 5239
DESTIN, FL 32540-5239

OKALOOSA COUNTY
Tax Collector
View Your Account Online



SUPPLEMENTAL
RENEWAL
NEW BUSINESS
TRANSFER 0.00
ORIGINAL TAX 35.00
0.00
AMOUNT
PENALTY 0.00
COLLECTION COST 0.00
TOTAL 35.00

Paid 350-19000345 35.00 07/19/2019

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.

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	YEAR:	2020	BUS ID NO	2037
LOCATION:	130 BENNING DRIVE				
CONTRACTORS & SUB-CONTRACTORS		OWNER/AGENT:	THOMAS, DENNIS W.		
Electrical Contractor		DATE ISSUED:	09/17/2019		
		EXPIRE DATE:	09/30/2020		
		FEE PAID:	75.00		
	.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 INDEPENDENTLY CONFIRM COMPLIANCE WITH APPLICABLE 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. 19-07-PW

MISCELLANEOUS ELECTRICAL 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. 19-07-PW
MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT

2. This sworn statement is submitted by D&D Air Conditioning,
Heating & Electrical Services whose
business address is Mailing: PO Box 5239 Destin, FL 32540
Physical: 130 Benning Drive Destin, FL 32541
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

Public Entity Form Page 2

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

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

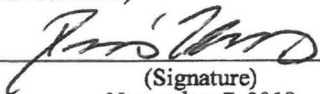
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

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

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

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

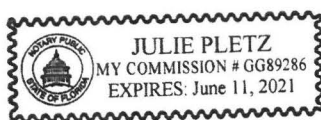

(Signature)
Date: November 7, 2019

STATE OF FLORIDA
COUNTY OF OKALOOSA

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 7 day of November, 2019, and is personally known to me, or has provided _____ as identification.


Notary Public

My Commission expires: 6-11-21



Drug Free Form

ATTACHMENT #2

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 19-07-PW

MISCELLANEOUS ELECTRICALCONTINUING 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.

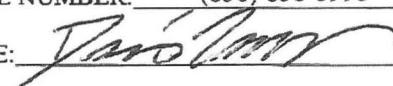
As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

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: November 7, 2019

NAME (TYPED OR PRINTED): Dennis Thomas

TITLE: President

W-9

Form W-9 (Rev. October 2018) 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.
--	---	--

Print or type. See Specific Instructions on page 3.	<table style="width: 100%;"> <tr> <td colspan="2">1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. DWD Ventures, Inc.</td> </tr> <tr> <td colspan="2">2 Business name/disregarded entity name, if different from above D&D Air Conditioning, Heating & Electrical Services</td> </tr> <tr> <td style="width: 70%;"> 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) ► _____ </td> <td style="width: 30%;"> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i> </td> </tr> <tr> <td colspan="2">5 Address (number, street, and apt. or suite no.) See instructions. PO Box 5239</td> </tr> <tr> <td colspan="2">6 City, state, and ZIP code Destin, FL 32540</td> </tr> <tr> <td colspan="2">7 List account number(s) here (optional)</td> </tr> <tr> <td colspan="2">Requester's name and address (optional)</td> </tr> </table>	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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	5 Address (number, street, and apt. or suite no.) See instructions. PO Box 5239		6 City, state, and ZIP code Destin, FL 32540		7 List account number(s) here (optional)		Requester's name and address (optional)	
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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>														
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 5239															
6 City, state, and ZIP code Destin, FL 32540															
7 List account number(s) here (optional)															
Requester's name and address (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.																					
Social security number <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>											or Employer identification number <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;">5</td> <td style="border: 1px solid black; width: 20px; height: 20px;">9</td> <td style="border: 1px solid black; width: 20px; height: 20px;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px;">3</td> <td style="border: 1px solid black; width: 20px; height: 20px;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px;">6</td> <td style="border: 1px solid black; width: 20px; height: 20px;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px;">9</td> </tr> </table>	5	9	-	3	4	6	4	0	1	9
5	9	-	3	4	6	4	0	1	9												

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 for Part II, later.	

Sign Here	Signature of U.S. person ►	Date ► 11/5/2019
------------------	----------------------------	-------------------------

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

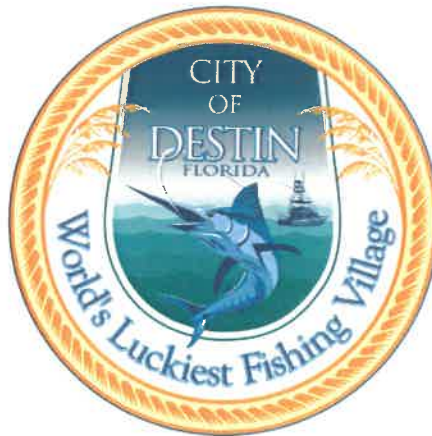
- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

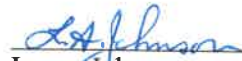
CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 19-07-PW

MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT



City of Destin, Florida
October 2019



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

The following items must be provided 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. Copy of required Insurance documents**
- 7. Completed W-9**
- 8. Copy of State license (if required for job)**
- 9. Copy of City license (if business office is in Destin)**
- 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**

TABLE OF CONTENTS

1. Cover Page	page 1
2. Checklist	page 2
3. Table of Contents	page 3
4. Notice to Bidders	page 4
5. General Information	page 5 - 8
6. Bid Form	page 9 - 10
7. Public Entity Crimes Statement (Attachment 1)	page 11 - 12
8. Drug Free Workplace Certification (Attachment 2)	page 13

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for a Miscellaneous Electrical Continuing Services Contract for City maintained properties for one year with the option for four additional one-year renewals not to exceed five years. The Scope of Work will include, but not be limited to miscellaneous electrical services for City maintained properties to include; providing all tools, machines, equipment, labor and incidentals necessary 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. 19-07-PW, MISCELLANEOUS ELECTRICAL 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, November 7, 2019 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.

Lance Johnson
City Manager

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 19-07-PW

MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT

- I. **PURPOSE:** The purpose of RFB No. 19-07-PW is to secure sealed Bids for providing general electrical services for city-maintained properties.
- II. **SCOPE OF WORK:** The Scope of Work will include general electrical maintenance for city-maintained properties.
- III. **BID REQUIREMENTS:** Each Bid shall indicate, in the following order, the **mandatory** information outlined below:
 - A. Completed Bid Form (Exhibit A)
 - B. Number of years the firm has been in business
 - C. Location of Firm
 - D. Previous work experience
 - E. Current work commitments
 - F. Availability
 - G. Copies of required Insurance documents
 - H. Each Bid shall contain evidence of proper licensing to perform required services in the State, County, and City
 - I. Each Bid shall contain a completed Public Entity Crime Form (Attachment #1)
 - J. 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.

City of Destin, Florida

RFB No. 19-07-PW, MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT

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. CST, on Thursday, November 7, 2019. Bids may be mailed or delivered to the Office of the City Clerk at the address below. An original and seven (7) copies of the Bid shall be submitted in a sealed envelope clearly marked "**RFB No. 19-07-PW, MISCELLANEOUS ELECTRICAL 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

City of Destin, Florida

RFB No.19-07-PW, MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT

- G. Bid Opening. Bids are presently scheduled to be opened publicly and read aloud at 2:00 p.m. CST, on Thursday, November 7, 2019 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.

- H. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 19-07-PW may be directed to the individuals below:

For Technical Questions

Timothy L. Pietenpol
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-6869

OR

For Administrative Questions

Rey Bailey, City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 654-6892

- I. Responsive Bids. Only those bids fulfilling all requirements outlined in this bid will be considered.

1. 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 bid and quotations from bid 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.

2. Final Offer. The bid, as submitted, will be the last and final offer. The bid shall remain binding ninety (90) calendar days after the closing date of the request.

3. 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.

- J. Insurance. The successful Bidder shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of \$300,000 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 coverage's, 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 day's notice to the City of any cancellation or amendment to any of the binders, policies or certificates.

- K. **Public Records Requirements.** The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement.

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 THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL.

- L. **Indemnification.** To the fullest extent permitted by law, the contractor/consultant shall indemnify and hold harmless the City, its officers and employees and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the City's sovereign immunity.
- M. **Contracting with City Employees or Board/Committee Members.** Any City employee, Board member, Committee member or member of his or her immediate family seeking to Contract with the City shall seek a conflict of interest opinion from the City Manager or their designated representative prior to submittal of a response or application of any type to Contract with the City or as specified in 23 CFR 1.33 and the requirements of 23 CFR 172.7(b)(4). The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.
- N. **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.

EXHIBIT A

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-07-PW
MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT**

PART I Bid submitted by:

Company: _____

Address: _____

City & State: _____ Zip Code: _____

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

Number of Years in Business: _____ Contact Name _____

PART II Bidding RFB No. 19-07-PW, MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT:

<u>ITEM</u>	<u>UNIT PRICE</u>
1. Labor	
a. Electrical Service Work per hour	\$ _____
Additional charges, if any associated with service call such as:	
b. Electrician per hour	\$ _____
c. Electricians Helper per hour	\$ _____
d. Laborer per hour	\$ _____
e. Bucket Truck per hour	\$ _____
f. Mobilization or travel time cost (if applicable)	\$ _____
2. Materials and Supplies:	
Materials and supplies will be billed at contractor's wholesale price or contractors wholesale price plus _____%. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request.	
3. Please list any additional costs associated with the above services and materials:	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

City of Destin, Florida

**RFB No. 19-07-PW, MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT
Bid Form Page 5**

PART III Certifications:

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

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

Signature and Certification:

Name and Title of Authorized Representative: _____

(Print or Type)

Signature: _____

Date of Bid: _____

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

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

END OF BID FORM

ATTACHMENT #1

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 19-07-PW

MISCELLANEOUS ELECTRICAL 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 _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signature)

Date: _____

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 2019, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

ATTACHMENT #2

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 19-07-PW

MISCELLANEOUS ELECTRICALCONTINUING 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: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____ DATE: _____

NAME (TYPED OR PRINTED): _____

TITLE: _____

**MINUTES
BID COMMITTEE MEETING
TUESDAY, NOVEMBER 12, 2019**

1. CALL TO ORDER:

Mr. Bragg Farmer called the meeting to order on Tuesday, November 12, 2019 at 9:30 a.m., in the Destin City Hall Conference Room

2. ROLL CALL:

Members Present:

Bragg Farmer, Finance Director/Chairman
Michael Burgess, Public Services Director
Karen Jankowski, Human Resources Mgr.
Louis Zunguze, Community Dev. Dir.

Staff Present:

Kim Montgomery, Deputy City Clerk
Tim Pietenpol, Deputy Public Svcs. Dir.

3. NEW BUSINESS:

• **RFB 19-07-PW, Electrical Services Continuing Services Contract**

Mr. Burgess explained he created a spreadsheet comparing the service rates per hour as well as use of equipment identified in the existing contract to compare with the four responses that were received, and he pointed out that Mr. Pietenpol has gone through the bids in order to determine each's responsiveness.

- Hall's Electric – No County License
- Gulf Coast Electric – Responsive
- Metro Power – Failed to supply their commitments, no County License
- D&D Electric – No County License submitted

The Finance Director asked what the difference is between Electric Service and Electrician per hour. According to Mr. Pietenpol, the concern in the past is the bidder would provide their bid but charged extra for additional personnel cost. So, this time around it'll just be a service charge. Adding that he can get clarification on that with prior to awarding the bid.

The Finance Director stated that he would prefer to get that clarified before they take this to Council for their consideration.

Mrs. Jankowski asked how responsive D&D is once called out. According to Mr. Pietenpol, they are very responsive timewise and are always prompt getting to where they are needed.

Motion by Mr. Burgess, seconded by Mr. Zunguze to recommend Council award the RFB 19-07-PW, Electrical Continuing Services Contract with D&D Electric based on their pricing and past work experience. The Finance Director amended to motion to include the clarification if there are additional charges for additional

personnel and what it would be prior to taking this to City Council. The motion passed 4-0.

Mr. Burgess added that staff will contact them about their County License as well.

- **RFB 19-09-PW, Roofing Continuing Services Contract**

Mr. Burgess explained that the current contract holder, Porter Roofing did not provide a bid.

According to Mr. Burgess, Edward's Roofing bid rate is \$135.00 portal to portal and their additional cost is zero. He mentioned that he's not sure exactly what they meant by portal to portal unless it's for travel from their office to the location and back.

C & C Construction's \$50.00 for man hours does not specify how many men that entails. And their Additional labor costs of \$680.00, and he not sure what that entails either since they did not provide any insight on it.

He spoke of how he would like to get additional clarification from Edwards Roofing for their overtime and for weekends fees as asked to push this contract back a couple weeks until their next meeting to give him time to contact the companies.

Mr. Pietenpol went so far as to suggest not recommending either one of the companies and possibly go back out to bid with better clarification in the bid documents.

Mrs. Jankowski suggested calling their references for both companies. Mr. Burgess also suggested giving each an example of a building, such as City Hall, to get better clarification on their pricing.

The decision to put this one off until next month's December 10th meeting was made with Mr. Burgess contacting the companies to get better clarifications on their pricing.

- **RFB 19-10-PW, Pest Control Continuing Services Contract**

The current contract holder is Florida Pest Control and the Finance Director pointed out they actually dropped their rates on their bid submittal showing, to him, they must want to continue with their contract.

There was a discussion on how termite infestation and damaged is handled as well as changing companies tends to void out the current termite bond.

Based on the pricing and experience, Mr. Burgess made the motion to recommend City Council award the Pest Control Continuing Services Contract to Florida Pest Control. With Mrs. Jankowski providing the second. The motion passed 4-0.

19-12-PW, Generator Continuing Services Contract

The Finance Director, Mr. Farmer recommended the removal of the Okaloosa County Sheriff's substation's generator off this contract since it's no longer working, and they don't provide a generator to the museum. Mr. Burgess agreed.

He then announced the two companies that submitted bids were Ronco Electric and Metro Power.

Mr. Burgess pointed out that the current contract holder, Ronco did place a bid and their costs went up \$110.00 semiannually/\$200.00 a year.

Mr. Pietenpol he feels certain that both companies that submitted a bid are certified to work on Generac Generators, but they did not supply their necessary paperwork.

Mr. Burgess stated that he would like to contact both companies to have them submit their certifications, noting that they know that Ronco is since they have worked on the one here at City Hall in the past.

Mr. Pietenpol mentioned that the service worker that has worked on the generators in the past is now employed with Metro Power.

The Finance Director asked if Ronco is installing the new generator at City Hall. According to Mr. Burgess, they are, and the warranty is with the manufacturer and not Ronco.

Mr. Pietenpol recommended that the award of bid go to Metro Power since their costs are lower and their material are also 10% less.

Motion by Mr. Burgess to recommend City Council award 19-12-PW, Generator Continuing Services Contract to Metro Power and to enter into a contract with them; contingent upon Metro Power providing their certification that they can work on Generac Generators.

There was a discussion regarding the failure of catching the current generators shutdown in a timely manner and how the schedule for the software to run diagnosis should have been caught beforehand. According to Mr. Burgess, the moisture and salt air cannot possibly be good for any type of machinery. He added that for this one, once installed, he will see if the schedule can be run on the same day of the week at a certain time of the day as well.

Mrs. Jankowski provided the second to the bid and the motion passed 4-0.

Mrs. Jankowski asked about appointing another person to the committee so that she can go back to being an alternate when needed. Mr. Farmer stated he would speak to the City Manager about appointing a permanent person.

Mr. Burgess informed the members that the process for selecting an Engineer, Architect or a Consultant for continuing engineering services is regulated by the 1973 Competitive Negotiations Act and there are projects queued that may exceed the threshold and would have to go out individually for bid for each project. He added that he is waiting for the City Attorney to provide clarification.

According to Mr. Pietenpol, there is also the stucco and painting for the Community Center that may need to go out for bid as well. There was additional discussion about that and what City Council may want to do with the building.

ADJOURNMENT:

There being no further discussion at this time; the meeting adjourned at 10:05 a.m.

Adopted this _____ day of _____ 2019

Bragg Farmer, Finance Director

Kim Montgomery, Deputy City Clerk

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT

On December 2, 2019, 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 electrical 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 ELECTRICAL 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 electrical 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 January 1, 2020 through September 30, 2020 and is for supplying the City with miscellaneous electrical services.

4. Time for Performance:

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

5. Compensation:

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

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

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

6. Changes in the Work:

The City shall have the right at any time during the progress of the Work to increase or decrease the Work.

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

7. Insurance:

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

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

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

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

Lance Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

D & D Air Conditioning,
Heating & Electrical Services
PO Box 5239
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 the _____ day of _____, 2019.

ATTEST:

CITY OF DESTIN

Rey Bailey
City Clerk

By: _____
Lance Johnson
City Manager

SEAL

As to Legal Form:

Kyle Bauman, Esq.
City Attorney

D & D Air Conditioning, Heating & Electrical Services
CONTRACTOR:

By: _____
(Signature)

Witness

(Printed Name)

Witness

Its: _____
(Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2019

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Lance Johnson, City Manager
Bragg Farmer, Finance Director

FROM: Michael Burgess, Public Services Director

DATE: 11/12/2019

SUBJECT: Generator Maintenance Services - Continuing Services Contract

I. BACKGROUND: Funding is secured annually for the repair and maintenance of City owned generators. This continuing services contract will ensure City Generators remain operational. The Bid committee solicited bids for this continuing services maintenance contract and received three bids.

II. DISCUSSION: The Bid Committee reviewed the bid on November 12, 2019 and requests Council award the bid to Metro Power, Inc. to perform miscellaneous generator repairs and maintenance.

A. Link to Strategic Goals / Objectives: I. Enhanced Quality of Life, I.C.2., I.C.3, I.C.4, I.C.5 and III. Organizational Excellence, III.A.1

B. Effect on Budget (EOB): \$12,000 is budgeted for FY 2020

C. Level of Service (LOS): Ensures City facilities remain operational in times of disaster.

III. CONCLUSION: Staff recommends Council award RFB 19-12-PW, Miscellaneous Generator Continuing Services Contract to the lowest priced responsive bidder, Metro Power Inc.

IV. RECOMMENDED MOTION: I move that RFB 19-12-PW, Miscellaneous Generator Continuing Services contract be awarded to the lowest priced responsive bidder Metro Power Inc. and authorize the City Manager to execute this contract on behalf of the City.

Attachments:

1. Bid Breakouts for Agenda 111219
2. Metro Power Bid Response 2019
3. RFP 19-12-PW Misc Generator
Continuing Services Contract
4. Minutes - Bid Committee Meeting -
Nov. 12
5. Generator Maintenance Contract 2019
Jan1 Sep30

City of Destin					
Department of Public Services					
Continuing Services Contracts for FY20, Price Comparisons (red = recommended provider)					
Generator, Semi-annual costs	Current Pricing	MetroPower	RONCO	Forrest Jordan	
City Hall	497.00	550.00	607.00	940.97	
City Hall Annex	497.00	550.00	607.00	940.97	
Sheriff's Office	397.00	475.00	na	658.70	
Maintenance Facility		475.00	479.00	555.00	
Heritage Run Stormwater Pump		550.00	607.00	940.97	
Unscheduled Service Call /hr	0, \$95 for non-maint.	115.00	119.00	110.00	
Materials Upcharge %	35	25	35	20	
Electrical, per event	Current Pricing	Hall's	GulfCoast	MetroPower	D&D Electric
Electrical Service /hr	69.00	85.00	69.00	85.00	65.00
Electrician /hr	included	85.00	69.00	85.00	65.00
Electrician's Helper /hr	39.00	60.00	39.00	55.00	35.00
Laborer /hr	31.00	40.00	31.00	55.00	25.00
Bucket Truck /hr	75.00	125.00	75.00	60.00	125.00
Mobilization or travel time cost	na	75.00	na	45.00	na
Materials Upcharge %	29	0	29	35	20
Pest Control, monthly	Current Pricing	Bay Pest Control	FL Pest Control	Brock Pest Control	
Buck Destin	5.00	33.00	5.00	25.00	
City Hall	18.00	33.00	15.00	40.00	
City Hall Annex	23.00	33.00	20.00	35.00	
Clement Taylor Park	8.00	33.00	8.00	20.00	
Community Center	23.00	33.00	20.00	45.00	
EOC	13.00	33.00	11.00	20.00	
Joe's Bayou	13.00	33.00	11.00	20.00	
June White Decker	13.00	33.00	11.00	20.00	
Library	20.00	33.00	18.00	40.00	
MSC	9.00	33.00	9.00	20.00	
MSC Bathrooms	5.00	33.00	5.00	10.00	
Museum	9.00	33.00	9.00	25.00	
Maintenance Facility	10.00	33.00	10.00	40.00	
Shores at Crystal Beach	10.00	33.00	10.00	20.00	
Sheriff's Office	20.00	33.00	18.00	25.00	
Annual Treatment for All Above	199.00	495.00	180.00	405.00	
Annual Termite Inspection	Included	Included	Included	extra	
Annual Termite Treatment	Priced as Needed	Included	Included	extra	
Specialty Calls	Included	Included	Included	70.00	
Termite Bond	Priced as needed	Included	Included	no response	
Carpenter Ants				70.00	
Wasps, Yellow Jackets				70.00	

EXHIBIT A

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-12-PW
MISCELLANEOUS GENERATOR CONTINUING SERVICES CONTRACT**

PART I Bid submitted by:

Company: MetroParker
Address: 2303 US Highway 98 West # C
City & State: Santa Rosa Beach, FL Zip Code: 32459
Telephone: (850) 622-4099 E-mail: frank.parker@metroparker.com Fax: (850) 622-5199
Number of Years in Business: 40 Contact Name Frankie Parker

PART II Bidding RFB No. 19-12-PW, MISCELLANEOUS GENERATOR MAINTENANCE CONTINUING SERVICES, as follows:

I. SEMI ANNUAL SERVICE TREATMENT FOR CITY OWNED FACILITIES

1. Bidder must be a certified electrical contractor and provide documentation certifying qualification to work on GENERAC generators.
2. Service must include all manufacturers' recommended work at appropriate hourly levels
3. At a minimum the following must be accomplished:
 - a. Check and adjust engine oil levels as necessary
 - b. Check and adjust engine coolant levels as necessary
 - c. Check the natural gas delivery system and tighten connections as necessary
 - d. Check air inlets and outlets for debris and clean as necessary
 - e. Check the battery electrolyte levels and adjust as necessary
 - f. Check battery posts, cables and charger for loose connections and adjust as necessary
 - g. Check unit wiring for loose connections, corrosion, damage and replace as necessary
 - h. Check the engine accessory drive belts for wear, weather cracking, damage and replace as necessary
 - i. Visual inspection of the unit looking for leaks, wear, damage, loose connections or components, corrosion and correct if needed
 - j. Test the engine and transfer switch safety devices and adjust as necessary
 - k. Initiate and automatic start and transfer of the unit to site load and exercise noting any inconsistencies
 - l. Change oil, oil filter, and air filter as needed
 - m. Check engine spark plugs, clean and re-gap or replace as necessary
 - n. Run generator weekly for approximately 30 minutes at each location
 - o. Perform an annual load test each May to ensure units will operate facilities if power is lost
 - p. Return the unit to standby setup for operation when required

q. Monitor software and alert Public Works when problems arise

4. List annual cost to perform semi-annual inspection for each generator at locations below:

City Hall, 4200 Indian Bayou Trail,	\$ 550. ⁰⁰
City Hall Annex, 4100 Indian Bayou Trail	\$ 550. ⁰⁰
Sheriff's Office, 112 Stahlman Ave	\$ 475. ⁰⁰
Maintenance Facility, 3949 Commons Dr	\$ 475. ⁰⁰
Heritage Run Pump Facility, across from 754 Benning Dr	\$ 550. ⁰⁰

5. Hourly cost for unscheduled service call \$ 115.⁰⁰

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

Please list any additional costs associated with the above services:

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

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: Frankie Parker Department Mng.
(Print or Type)

Signature: [Signature]

Date of Bid: 11-7-2019

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 #2

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 19-12-PW

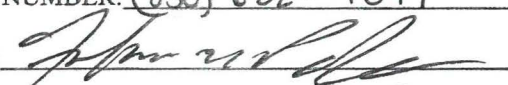
MISCELLANEOUS GENERATORCONTINUING SERVICES CONTRACT

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: Metro Power
ADDRESS: 2303 US Highway 98 West #C
CITY: Santa Rosa Beach STATE: FL ZIP CODE: 32459
TELEPHONE NUMBER: (850) 622-4099
SIGNATURE:  DATE: 11-6-2019
NAME (TYPED OR PRINTED): Frankie Parker
TITLE: Department Mang

ATTACHMENT #1

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 19-12-PW

MISCELLANEOUS GENERATOR 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 yes

2. This sworn statement is submitted by Metropower whose
business address is 2303 US Hwy 98 West # C Santa Rosa Beach,
Fla. 32459
and (if applicable) Federal Employer Identification Number (FEIN) is 58-1383296 (If the entity
has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Frankie Parker and my relationship to the entity named
above is Branch Manager Dept. 43 (Generators)

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

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

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

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

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

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

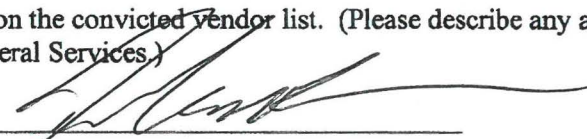
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

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

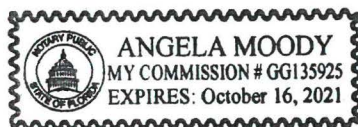
☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person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

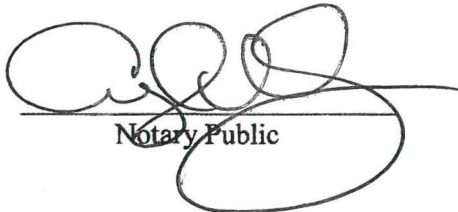
☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)


(Signature)
Date: Nov 7 2019

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 7th day of November, 2019, and is personally known to me, or has provided Driver's License as identification.




Notary Public

My Commission expires:



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
11/06/2019

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37205191 USA	CONTACT NAME: PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED MetroPower, Inc. P.O. Box 5228 Albany, GA 31706	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B:</td><td>XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Zurich American Insurance Company	16535	INSURER B:	XL Specialty Insurance Company	37885	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Zurich American Insurance Company	16535																				
INSURER B:	XL Specialty Insurance Company	37885																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: W13770240

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.

INSURER LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		GLO 0274483-01	01/01/2019	01/01/2020	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BAP 0274485-01	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		US00081757LI19A	01/01/2019	01/01/2020	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
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 ☒ No N/A	WC 0274487-01	01/01/2019	01/01/2020	☒ 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)

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

*St. A. Hor*City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

© 1988-2016 ACORD CORPORATION. All rights reserved.

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.

Metro Power Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

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

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

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

PO Box 5228

Requester's name and address (optional)

6 City, state, and ZIP code

Albany Ga 31706

7 List account number(s) here (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

SSN: [] [] [] - [] [] [] - [] [] [] []

or

Employer identification number

EIN: 58 - 1383296

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

[Signature]

Date ▶

11/07/2019

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.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CLINE, STEVEN LEON

METROPOWER, INC.
800 21ST AVENUE
ALBANY GA 31701

LICENSE NUMBER: EC13005365

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.



METROPOWER ON SITE ELECTRICAL SERVICE AND CONSTRUCTION

November 7, 2019

City of Destin, Florida
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242

RE: Availability

Metropower is an IEC Member.

We are 24 hours 7 days a week company. Normal working hours are from 8 am-5 pm Monday through Friday. Anything after that will be time and half.

We have an answering service that dispatch to the after-hour person.

Metropower is available 7 days a week 24 hours a day.

If you have any question, please contact Frankie Parker 850-420-6427.

Frankie Parker



METROPOWER ON SITE ELECTRICAL SERVICE AND CONSTRUCTION

Work Reference

Pivotal 650 California St, LLC 4427 Commons Dr Destin Fl	850-650-5005
360 Blue 790 N Hwy 393 Santa Rosa Beach, Fl	850-797-8278
Five Star Gulf Rentals 12273 US Hwy 98 W Suite 208, Destin	800-208-2324
Emerald Coast Ass. Management 10221 Emerald Coast Pkwy Destin	850-654-8668
Holiday Home Solution 2040 Crystal Lake, Miramar Beach	850-374-2500
The Perfect Pig PO Bx 4820 Santa Rosa Beach	850-687-9656
Ocean Reef Resort 10221 Emerald Coast Pkwy	850-837-1853
Ashley Burnette 124 Benning Dr	423-987-7733
Avant Garde 36236 Emerald Coast Pwy Destin	850-654-1303
Azar Electric Company Snellville Ga	678-580-2927
Grayton Beach Catering	850-830-3250
98 Realty 9375 Hwy 98 Miramar Beach	850-685-3715
Loeb Lighting Columbus Oh	614-421-3391
Southern Residential 4608 Opa Locka Destin	850-269-9930
Beach Management 4077 Drifting Sand Destin	850-837-6680
Gulf Shore Heating & Air Niceville	850-897-6540
McDonalds Destin	850-572-1872
C3 Construction LLC 118 Spires Lane SRB	850-238-2486
Rosemary Beach Property	850-399-0569
Panhandle Management Niceville	850-240-5940
Panera Bread FWB	850-301-2918
30 A Management PCB	850-791-8889
Premier Property Management	407-687-1246
Westwinds Conbo	850-533-6406
Majestic Sun	850-499-2433

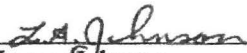
CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 19-12-PW

MISCELLANEOUS GENERATOR CONTINUING SERVICES CONTRACT



City of Destin, Florida
October 2019


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

The following items must be provided 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. Copy of required Insurance documents**
- 7. Completed W-9**
- 8. Copy of State license (if required for job)**
- 9. Copy of City license (if business office is in Destin)**
- 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**

TABLE OF CONTENTS

1. Cover Page	page 1
2. Checklist	page 2
3. Table of Contents	page 3
4. Notice to Bidders	page 4
5. General Information	page 5 - 8
6. Bid Form	page 9 - 11
7. Public Entity Crimes Statement (Attachment 1)	page 12 - 13
8. Drug Free Workplace Certification (Attachment 2)	page 14

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for a Miscellaneous Generator Continuing Services Contract for City maintained properties for one year with the option for four additional one-year renewals not to exceed five years. The Scope of Work will include, but not be limited to miscellaneous generator services for City maintained properties to include; providing all tools, machines, equipment, labor and incidentals necessary 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. 19-12-PW, MISCELLANEOUS GENERATOR 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, November 7, 2019 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.

Lance Johnson
City Manager

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 19-12-PW

MISCELLANEOUS GENERATOR CONTINUING SERVICES CONTRACT

- I. **PURPOSE:** The purpose of RFB No. 19-12-PW is to secure sealed Bids for providing general generator services for city-maintained properties.
- II. **SCOPE OF WORK:** The Scope of Work will include general generator maintenance for city-maintained properties.
- III. **BID REQUIREMENTS:** Each Bid shall indicate, in the following order, the **mandatory** information outlined below:
- A. Completed Bid Form (Exhibit A)
 - B. Number of years the firm has been in business
 - C. Location of Firm
 - D. Previous work experience
 - E. Current work commitments
 - F. Availability
 - G. Copies of required Insurance documents
 - H. Each Bid shall contain evidence of proper licensing to perform required services in the State, County, and City
 - I. Each Bid shall contain a completed Public Entity Crime Form (Attachment #1)
 - J. 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.

City of Destin, Florida

RFB No. 19-12-PW, MISCELLANEOUS GENERATOR CONTINUING SERVICES CONTRACT

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. CST, on Thursday, November 7, 2019. Bids may be mailed or delivered to the Office of the City Clerk at the address below. An original and seven (7) copies of the Bid shall be submitted in a sealed envelope clearly marked "**RFB No. 19-12-PW, MISCELLANEOUS GENERATOR 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

City of Destin, Florida

RFB No.19-12-PW, MISCELLANEOUS GENERATOR CONTINUING SERVICES CONTRACT

- G. Bid Opening. Bids are presently scheduled to be opened publicly and read aloud at 2:00 p.m. CST, on Thursday, November 7, 2019 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.

- H. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 19-12-PW may be directed to the individuals below:

For Technical Questions

Timothy L. Pietenpol
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-6869

OR

For Administrative Questions

Rey Bailey, City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 654-6892

- I. Responsive Bids. Only those bids fulfilling all requirements outlined in this bid will be considered.

1. 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 bid and quotations from bid 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.

2. Final Offer. The bid, as submitted, will be the last and final offer. The bid shall remain binding ninety (90) calendar days after the closing date of the request.

3. 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.

- J. Insurance. The successful Bidder shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of \$300,000 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 coverage's, including Automobile

City of Destin, Florida

RFB No.19-12-PW, MISCELLANEOUS GENERATOR CONTINUING SERVICES CONTRACT

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 day's notice to the City of any cancellation or amendment to any of the binders, policies or certificates.

- K. **Public Records Requirements.** The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement.

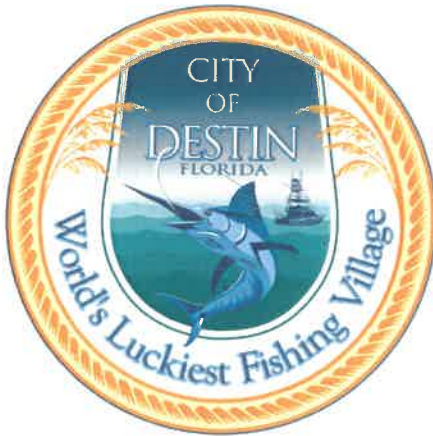
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS IT PERTAINS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL.

- L. **Indemnification.** To the fullest extent permitted by law, the contractor/consultant shall indemnify and hold harmless the City, its officers and employees and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the City's sovereign immunity.
- M. **Contracting with City Employees or Board/Committee Members.** Any City employee, Board member, Committee member or member of his or her immediate family seeking to Contract with the City shall seek a conflict of interest opinion from the City Manager or their designated representative prior to submittal of a response or application of any type to Contract with the City or as specified in 23 CFR 1.33 and the requirements of 23 CFR 172.7(b)(4). The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.
- N. **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.

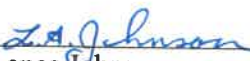
CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 19-12-PW

MISCELLANEOUS GENERATOR CONTINUING SERVICES CONTRACT



City of Destin, Florida
October 2019


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

The following items must be provided 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. Copy of required Insurance documents**
- 7. Completed W-9**
- 8. Copy of State license (if required for job)**
- 9. Copy of City license (if business office is in Destin)**
- 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**

TABLE OF CONTENTS

1. Cover Page	page 1
2. Checklist	page 2
3. Table of Contents	page 3
4. Notice to Bidders	page 4
5. General Information	page 5 - 8
6. Bid Form	page 9 - 11
7. Public Entity Crimes Statement (Attachment 1)	page 12 - 13
8. Drug Free Workplace Certification (Attachment 2)	page 14

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for a Miscellaneous Generator Continuing Services Contract for City maintained properties for one year with the option for four additional one-year renewals not to exceed five years. The Scope of Work will include, but not be limited to miscellaneous generator services for City maintained properties to include; providing all tools, machines, equipment, labor and incidentals necessary 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. 19-12-PW, MISCELLANEOUS GENERATOR 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, November 7, 2019 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.

Lance Johnson
City Manager

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 19-12-PW

MISCELLANEOUS GENERATOR CONTINUING SERVICES CONTRACT

- I. **PURPOSE:** The purpose of RFB No. 19-12-PW is to secure sealed Bids for providing general generator services for city-maintained properties.
- II. **SCOPE OF WORK:** The Scope of Work will include general generator maintenance for city-maintained properties.
- III. **BID REQUIREMENTS:** Each Bid shall indicate, in the following order, the **mandatory** information outlined below:
 - A. Completed Bid Form (Exhibit A)
 - B. Number of years the firm has been in business
 - C. Location of Firm
 - D. Previous work experience
 - E. Current work commitments
 - F. Availability
 - G. Copies of required Insurance documents
 - H. Each Bid shall contain evidence of proper licensing to perform required services in the State, County, and City
 - I. Each Bid shall contain a completed Public Entity Crime Form (Attachment #1)
 - J. 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.

City of Destin, Florida

RFB No. 19-12-PW, MISCELLANEOUS GENERATOR CONTINUING SERVICES CONTRACT

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. CST, on Thursday, November 7, 2019. Bids may be mailed or delivered to the Office of the City Clerk at the address below. An original and seven (7) copies of the Bid shall be submitted in a sealed envelope clearly marked "**RFB No. 19-12-PW, MISCELLANEOUS GENERATOR 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

City of Destin, Florida

RFB No.19-12-PW, MISCELLANEOUS GENERATOR CONTINUING SERVICES CONTRACT

- G. Bid Opening. Bids are presently scheduled to be opened publicly and read aloud at 2:00 p.m. CST, on Thursday, November 7, 2019 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.

- H. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 19-12-PW may be directed to the individuals below:

For Technical Questions

Timothy L. Pietenpol
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-6869

OR

For Administrative Questions

Rey Bailey, City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 654-6892

- I. Responsive Bids. Only those bids fulfilling all requirements outlined in this bid will be considered.

1. 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 bid and quotations from bid 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.

2. Final Offer. The bid, as submitted, will be the last and final offer. The bid shall remain binding ninety (90) calendar days after the closing date of the request.

3. 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.

- J. Insurance. The successful Bidder shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of \$300,000 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 coverage's, including Automobile

City of Destin, Florida

RFB No.19-12-PW, MISCELLANEOUS GENERATOR CONTINUING SERVICES CONTRACT

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 day's notice to the City of any cancellation or amendment to any of the binders, policies or certificates.

- K. **Public Records Requirements.** The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement.

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 THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL.

- L. **Indemnification.** To the fullest extent permitted by law, the contractor/consultant shall indemnify and hold harmless the City, its officers and employees and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the City's sovereign immunity.
- M. **Contracting with City Employees or Board/Committee Members.** Any City employee, Board member, Committee member or member of his or her immediate family seeking to Contract with the City shall seek a conflict of interest opinion from the City Manager or their designated representative prior to submittal of a response or application of any type to Contract with the City or as specified in 23 CFR 1.33 and the requirements of 23 CFR 172.7(b)(4). The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.
- N. **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.

EXHIBIT A

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-12-PW
MISCELLANEOUS GENERATOR CONTINUING SERVICES CONTRACT**

PART I Bid submitted by:

Company: _____

Address: _____

City & State: _____ Zip Code: _____

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

Number of Years in Business: _____ Contact Name _____

PART II Bidding RFB No. 19-12-PW, MISCELLANEOUS GENERATOR MAINTENANCE CONTINUING SERVICES, as follows:

I. SEMI ANNUAL SERVICE TREATMENT FOR CITY OWNED FACILITIES

1. Bidder must be a certified electrical contractor and provide documentation certifying qualification to work on GENERAC generators.
2. Service must include all manufacturers' recommended work at appropriate hourly levels
3. At a minimum the following must be accomplished:
 - a. Check and adjust engine oil levels as necessary
 - b. Check and adjust engine coolant levels as necessary
 - c. Check the natural gas delivery system and tighten connections as necessary
 - d. Check air inlets and outlets for debris and clean as necessary
 - e. Check the battery electrolyte levels and adjust as necessary
 - f. Check battery posts, cables and charger for loose connections and adjust as necessary
 - g. Check unit wiring for loose connections, corrosion, damage and replace as necessary
 - h. Check the engine accessory drive belts for wear, weather cracking, damage and replace as necessary
 - i. Visual inspection of the unit looking for leaks, wear, damage, loose connections or components, corrosion and correct if needed
 - j. Test the engine and transfer switch safety devices and adjust as necessary
 - k. Initiate and automatic start and transfer of the unit to site load and exercise noting any inconsistencies
 - l. Change oil, oil filter, and air filter as needed
 - m. Check engine spark plugs, clean and re-gap or replace as necessary
 - n. Run generator weekly for approximately 30 minutes at each location
 - o. Perform an annual load test each May to ensure units will operate facilities if power is lost
 - p. Return the unit to standby setup for operation when required

- q. Monitor software and alert Public Works when problems arise
4. List annual cost to perform semi-annual inspection for each generator at locations below:
- | | |
|--|----------|
| City Hall, 4200 Indian Bayou Trail, | \$ _____ |
| City Hall Annex, 4100 Indian Bayou Trail | \$ _____ |
| Sheriff's Office, 112 Stahlman Ave | \$ _____ |
| Maintenance Facility, 3949 Commons Dr | \$ _____ |
| Heritage Run Pump Facility, across from 754 Benning Dr | \$ _____ |
5. Hourly cost for unscheduled service call \$ _____
6. Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus _____. 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.

Please list any additional costs associated with the above services:

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

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: _____ (Print or Type)

Signature: _____

Date of Bid: _____

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

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

END OF BID FORM

ATTACHMENT #1

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 19-12-PW

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

3. My name is _____ and my relationship to the entity named
above is _____
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among

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

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

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

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

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

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

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

(Signature)

Date: _____

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 2019, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

ATTACHMENT #2

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 19-12-PW

MISCELLANEOUS GENERATORCONTINUING 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: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____ DATE: _____

NAME (TYPED OR PRINTED): _____

TITLE: _____

**MINUTES
BID COMMITTEE MEETING
TUESDAY, NOVEMBER 12, 2019**

1. CALL TO ORDER:

Mr. Bragg Farmer called the meeting to order on Tuesday, November 12, 2019 at 9:30 a.m., in the Destin City Hall Conference Room

2. ROLL CALL:

Members Present:

Bragg Farmer, Finance Director/Chairman
Michael Burgess, Public Services Director
Karen Jankowski, Human Resources Mgr.
Louis Zunguze, Community Dev. Dir.

Staff Present:

Kim Montgomery, Deputy City Clerk
Tim Pietenpol, Deputy Public Svcs. Dir.

3. NEW BUSINESS:

• **RFB 19-07-PW, Electrical Services Continuing Services Contract**

Mr. Burgess explained he created a spreadsheet comparing the service rates per hour as well as use of equipment identified in the existing contract to compare with the four responses that were received, and he pointed out that Mr. Pietenpol has gone through the bids in order to determine each's responsiveness.

- Hall's Electric – No County License
- Gulf Coast Electric – Responsive
- Metro Power – Failed to supply their commitments, no County License
- D&D Electric – No County License submitted

The Finance Director asked what the difference is between Electric Service and Electrician per hour. According to Mr. Pietenpol, the concern in the past is the bidder would provide their bid but charged extra for additional personnel cost. So, this time around it'll just be a service charge. Adding that he can get clarification on that with prior to awarding the bid.

The Finance Director stated that he would prefer to get that clarified before they take this to Council for their consideration.

Mrs. Jankowski asked how responsive D&D is once called out. According to Mr. Pietenpol, they are very responsive timewise and are always prompt getting to where they are needed.

Motion by Mr. Burgess, seconded by Mr. Zunguze to recommend Council award the RFB 19-07-PW, Electrical Continuing Services Contract with D&D Electric based on their pricing and past work experience. The Finance Director amended to motion to include the clarification if there are additional charges for additional

personnel and what it would be prior to taking this to City Council. The motion passed 4-0.

Mr. Burgess added that staff will contact them about their County License as well.

- **RFB 19-09-PW, Roofing Continuing Services Contract**

Mr. Burgess explained that the current contract holder, Porter Roofing did not provide a bid.

According to Mr. Burgess, Edward's Roofing bid rate is \$135.00 portal to portal and their additional cost is zero. He mentioned that he's not sure exactly what they meant by portal to portal unless it's for travel from their office to the location and back.

C & C Construction's \$50.00 for man hours does not specify how many men that entails. And their Additional labor costs of \$680.00, and he not sure what that entails either since they did not provide any insight on it.

He spoke of how he would like to get additional clarification from Edwards Roofing for their overtime and for weekends fees as asked to push this contract back a couple weeks until their next meeting to give him time to contact the companies.

Mr. Pietenpol went so far as to suggest not recommending either one of the companies and possibly go back out to bid with better clarification in the bid documents.

Mrs. Jankowski suggested calling their references for both companies. Mr. Burgess also suggested giving each an example of a building, such as City Hall, to get better clarification on their pricing.

The decision to put this one off until next month's December 10th meeting was made with Mr. Burgess contacting the companies to get better clarifications on their pricing.

- **RFB 19-10-PW, Pest Control Continuing Services Contract**

The current contract holder is Florida Pest Control and the Finance Director pointed out they actually dropped their rates on their bid submittal showing, to him, they must want to continue with their contract.

There was a discussion on how termite infestation and damaged is handled as well as changing companies tends to void out the current termite bond.

Based on the pricing and experience, Mr. Burgess made the motion to recommend City Council award the Pest Control Continuing Services Contract to Florida Pest Control. With Mrs. Jankowski providing the second. The motion passed 4-0.

19-12-PW, Generator Continuing Services Contract

The Finance Director, Mr. Farmer recommended the removal of the Okaloosa County Sheriff's substation's generator off this contract since it's no longer working, and they don't provide a generator to the museum. Mr. Burgess agreed.

He then announced the two companies that submitted bids were Ronco Electric and Metro Power.

Mr. Burgess pointed out that the current contract holder, Ronco did place a bid and their costs went up \$110.00 semiannually/\$200.00 a year.

Mr. Pietenpol he feels certain that both companies that submitted a bid are certified to work on Generac Generators, but they did not supply their necessary paperwork.

Mr. Burgess stated that he would like to contact both companies to have them submit their certifications, noting that they know that Ronco is since they have worked on the one here at City Hall in the past.

Mr. Pietenpol mentioned that the service worker that has worked on the generators in the past is now employed with Metro Power.

The Finance Director asked if Ronco is installing the new generator at City Hall. According to Mr. Burgess, they are, and the warranty is with the manufacturer and not Ronco.

Mr. Pietenpol recommended that the award of bid go to Metro Power since their costs are lower and their material are also 10% less.

Motion by Mr. Burgess to recommend City Council award 19-12-PW, Generator Continuing Services Contract to Metro Power and to enter into a contract with them; contingent upon Metro Power providing their certification that they can work on Generac Generators.

There was a discussion regarding the failure of catching the current generators shutdown in a timely manner and how the schedule for the software to run diagnosis should have been caught beforehand. According to Mr. Burgess, the moisture and salt air cannot possibly be good for any type of machinery. He added that for this one, once installed, he will see if the schedule can be run on the same day of the week at a certain time of the day as well.

Mrs. Jankowski provided the second to the bid and the motion passed 4-0.

Mrs. Jankowski asked about appointing another person to the committee so that she can go back to being an alternate when needed. Mr. Farmer stated he would speak to the City Manager about appointing a permanent person.

Mr. Burgess informed the members that the process for selecting an Engineer, Architect or a Consultant for continuing engineering services is regulated by the 1973 Competitive Negotiations Act and there are projects queued that may exceed the threshold and would have to go out individually for bid for each project. He added that he is waiting for the City Attorney to provide clarification.

According to Mr. Pietenpol, there is also the stucco and painting for the Community Center that may need to go out for bid as well. There was additional discussion about that and what City Council may want to do with the building.

ADJOURNMENT:

There being no further discussion at this time; the meeting adjourned at 10:05 a.m.

Adopted this _____ day of _____ 2019

Bragg Farmer, Finance Director

Kim Montgomery, Deputy City Clerk

CITY OF DESTIN, FLORIDA

CONTRACT

**MISCELLANEOUS GENERATOR MAINTENANCE SERVICES CONTINUING SERVICES
CONTRACT**

On December 2, 2019, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of Metro Power, herein referred to as the **Contractor**, to supply miscellaneous generator 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 GENERATOR
MAINTENANCE 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 generator maintenance services 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 January 1, 2020 through September 30, 2020 and is for supplying the City with miscellaneous generator maintenance services.

4. Time for Performance:

The Contractor agrees to provide generator 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.

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

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

6. Changes in the Work:

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

7. Insurance:

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

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

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

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

Lance Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

Metro Power
2303 US Highway 98 West #C
Santa Rosa Beach, FL 32559

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the _____ day of _____, 2019.

ATTEST:

CITY OF DESTIN

Rey Bailey
City Clerk

By: _____
Lance Johnson
City Manager

SEAL

As to Legal Form:

Kyle Bauman, Esq.
City Attorney

Metro Power

CONTRACTOR:

By: _____
(Signature)

Witness

(Printed Name)

Witness

Its: _____
(Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2019

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Lance Johnson, City Manager
Bragg Farmer, Finance Director

FROM: Michael Burgess, Public Services Director

DATE: 11/12/2019

SUBJECT: Pest Control - Continuing Services Contract

I. BACKGROUND: Funding is secured annually for the repair and maintenance of City owned buildings. Continuing services contracts ensure the buildings remain operational and sanitary. The Bid committee solicited bids for a pest control continuing services contract and received three bids.

II. DISCUSSION: The Bid Committee reviewed the bid on November 12, 2019 and requests Council award the bid to Florida Pest Control to perform miscellaneous pest control services.

A. Link to Strategic Goals / Objectives: I. Enhanced Quality of Life, I.C.2., I.C.3, I.C.4, I.C.5 and III. Organizational Excellence, III.A.1

B. Effect on Budget (EOB): \$3,000 is budgeted for FY 2020. Based on the quote received from Florida Pest Control, the annual cost of these services should total approximately \$2160.00.

C. Level of Service (LOS): Ensures City facilities remain sanitary and free of pests.

III. CONCLUSION: Staff recommends Council award RFB 19-10-PW, Miscellaneous Pest Control Continuing Services Contract to the lowest priced responsive bidder, Florida Pest Control.

IV. RECOMMENDED MOTION: I move that RFB 19-10-PW, Miscellaneous Pest Control Continuing Services contract be awarded to the lowest priced responsive bidder Florida Pest Control and authorize the City Manager to execute this contract on behalf of the City.

Attachments:

1. Bid Breakouts for Agenda 111219
2. FL Pest Control Bid Response 2019
3. RFP 19-10-PW Misc Pest Control
Continuing Services
4. Minutes - Bid Committee Meeting -
Nov. 12
5. Pest Control Contract 2019 Jan1
Sep30

City of Destin					
Department of Public Services					
Continuing Services Contracts for FY20, Price Comparisons (red = recommended provider)					
Generator, Semi-annual costs	Current Pricing	MetroPower	RONCO	Forrest Jordan	
City Hall	497.00	550.00	607.00	940.97	
City Hall Annex	497.00	550.00	607.00	940.97	
Sheriff's Office	397.00	475.00	na	658.70	
Maintenance Facility		475.00	479.00	555.00	
Heritage Run Stormwater Pump		550.00	607.00	940.97	
Unscheduled Service Call /hr	0, \$95 for non-maint.	115.00	119.00	110.00	
Materials Upcharge %	35	25	35	20	
Electrical, per event	Current Pricing	Hall's	GulfCoast	MetroPower	D&D Electric
Electrical Service /hr	69.00	85.00	69.00	85.00	65.00
Electrician /hr	included	85.00	69.00	85.00	65.00
Electrician's Helper /hr	39.00	60.00	39.00	55.00	35.00
Laborer /hr	31.00	40.00	31.00	55.00	25.00
Bucket Truck /hr	75.00	125.00	75.00	60.00	125.00
Mobilization or travel time cost	na	75.00	na	45.00	na
Materials Upcharge %	29	0	29	35	20
Pest Control, monthly	Current Pricing	Bay Pest Control	FL Pest Control	Brock Pest Control	
Buck Destin	5.00	33.00	5.00	25.00	
City Hall	18.00	33.00	15.00	40.00	
City Hall Annex	23.00	33.00	20.00	35.00	
Clement Taylor Park	8.00	33.00	8.00	20.00	
Community Center	23.00	33.00	20.00	45.00	
EOC	13.00	33.00	11.00	20.00	
Joe's Bayou	13.00	33.00	11.00	20.00	
June White Decker	13.00	33.00	11.00	20.00	
Library	20.00	33.00	18.00	40.00	
MSC	9.00	33.00	9.00	20.00	
MSC Bathrooms	5.00	33.00	5.00	10.00	
Museum	9.00	33.00	9.00	25.00	
Maintenance Facility	10.00	33.00	10.00	40.00	
Shores at Crystal Beach	10.00	33.00	10.00	20.00	
Sheriff's Office	20.00	33.00	18.00	25.00	
Annual Treatment for All Above	199.00	495.00	180.00	405.00	
Annual Termite Inspection	Included	Included	Included	extra	
Annual Termite Treatment	Priced as Needed	Included	Included	extra	
Specialty Calls	Included	Included	Included	70.00	
Termite Bond	Priced as needed	Included	Included	no response	
Carpenter Ants				70.00	
Wasps, Yellow Jackets				70.00	

EXHIBIT A

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-10-PW
MISCELLANEOUS PEST CONTROL CONTINUING SERVICES CONTRACT

PART I Bid submitted by:

Company: Florida Pest Control + Chemical Co.

Address: 34 Hollywood Blvd S.W.

City & State: Fort Walton Beach FL. Zip Code: 32548

Telephone: () 850-243-7166 E-mail: _____ Fax: () 850-243-1643

Number of Years in Business: 70 Contact Name Jeff Engeldinger

PART II Bidding RFB No. 19-10-PW, MISCELLANEOUS PEST CONTROL CONTINUING SERVICES CONTRACT:

I. MONTHLY TREATMENT FOR CITY OWNED FACILITIES

1. The selected vendor will perform a monthly service treatment at each location to ensure pest control.
2. The selected vendor will perform an annual termite assessment at each location and treat each facility annually to ensure facilities are termite free.

<u>ITEM</u>	<u>MONTHLY PRICE PER FACILITY</u>
Buck Destin Park, 724 Legion Dr, approx 1,900 sf	\$ <u>5.00</u>
City Hall, 4200 Indian Bayou Trail, approx 15,000 sf	\$ <u>15.00</u>
City Hall Annex, 4100 Indian Bayou Trail, approx 12,000 sf	\$ <u>20.00</u>
Clement Taylor Park, 131 Calhoun Ave, approx 450 sf	\$ <u>8.00</u>
Community Center, 101 Stahlman Ave, approx 19,000 sf	\$ <u>20.00</u>
Emergency Operations Center, 4200 Indian Bayou Trail, approx 1500 sf	\$ <u>11.00</u>
Joes Bayou Boat Ramp, 750 Beach Dr, approx 600 sf	\$ <u>11.00</u>
June White Decker Park, 1950 Scenic 98, approx 800 sf	\$ <u>11.00</u>
Library, 150 Sibert Ave, approx 15,000 sf	\$ <u>18.00</u>
Morgan Sports Center, 3950 Indian Bayou Trail, approx 1500 sf	\$ <u>9.00</u>
Morgan Sports Center Bathrooms, 3950 Indian Bayou Trail, approx 500 sf	\$ <u>5.00</u>
Museum 102 Stahlman Ave, approx 5500 sf	\$ <u>9.00</u>
Maintenance Facility, 3949 Commons Dr, approx 12,000 sf	\$ <u>10.00</u>
Shores at Crystal Beach, 2966 Scenic Hwy 98, approx 800 sf	\$ <u>10.00</u>
Sheriff's Office, 106 Stahlman Ave, approx 6000 sf	\$ <u>18.00</u>

II. ANNUAL TREATMENT FOR CITY OWNED FACILITIES LISTED ABOVE

ANNUAL PRICE

Annual Termite Inspection for all facilities
Annual Termite Treatment cost for all facilities
Specialty calls for pests such as mice, rats, spiders, fleas, etc
Termite Bond

\$ NO COST PART OF SERVICE
\$ PRICED AS NEEDED
\$ INCLUDED
\$ PRICED WITH TREATMENT
IF NEEDED

Please list any additional costs not covered in this bid package:

Bed Bugs - Priced As Needed

\$ _____
\$ _____
\$ _____

To ensure responsiveness, 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: Jeffrey Engeldinger BRANCH MANAGER
(Print or Type)

Signature: Jeffrey Engeldinger

Date of Bid: 11-07-2019

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. 19-10-PW

MISCELLANEOUS PEST CONTROL 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

Request for Bids (RFB) NO. 19-10-PW

2. This sworn statement is submitted by Florida Pest control & chemical co. whose business address is 34 Hollywood Blvd. SW, Ft. Walton Beach FL 32548

and (if applicable) Federal Employer Identification Number (FEIN) is 59-6060716 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Kelly Maxwell and my relationship to the entity named above is HR Director of Florida Pest control & chemical co.

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or

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

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

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

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

KM 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.

KM 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)

KM 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)

KM 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.)

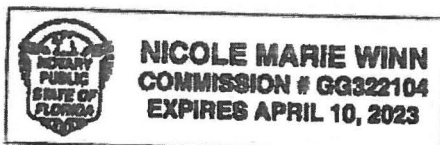
Relly Maxwell
(Signature)
Date: 10/23/2019

STATE OF FLORIDA
COUNTY OF Alachua

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 23rd day of October, 2019, and is personally known to me, or has provided driver license as identification.

Nicole Marie Winn
Notary Public

My Commission expires: April 10, 2023



ATTACHMENT #2

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 19-10-PW

MISCELLANEOUS PEST CONTROL 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: Florida Pest Control & Chemical Co.
ADDRESS: 34 Hollywood Blvd. SW
CITY: Ft. Walton Beach STATE: FL ZIP CODE: 32548
TELEPHONE NUMBER: 850.243.7166
SIGNATURE: Kelly Maxwell DATE: 10/23/2019
NAME (TYPED OR PRINTED): Kelly Maxwell
TITLE: HR Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/20/2019

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 Arthur J. Gallagher Risk Management Services, Inc. Park 7 12750 Merit Drive, Suite 1000 Dallas TX 75251	CONTACT NAME: PESTSURE CERTIFICATES
	PHONE (A/C, No, Ext): 800-326-6203 FAX (A/C, No): 972-663-6258
	E-MAIL ADDRESS: PESTSURECERTS@AJG.COM
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Old Republic Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES	CERTIFICATE NUMBER: 722722444	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		MWZY311960-19	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						
	☐ 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 Y	N/A	MWC311961-19	3/1/2019	3/1/2020	☒ PER STATUTE ☐ OTHER 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)
ALL LOCATIONS AND OPERATIONS. ADDITIONAL INSURED COVERAGE IS PROVIDED BY FORM #CG 1010 (04-13).
City of Destin is named as Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Destin
4100 Indian Bayou Trail Road
Destin FL 32541
USA

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations as required by contract or agreement.	All locations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2019

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 McGriff-Williams Insurance 3501-A W. University Ave Gainesville FL 32607	CONTACT NAME: Lisa Cameron		
	PHONE (A/C, No, Ext): 352-371-7977	FAX (A/C, No): 352-505-2068	
E-MAIL ADDRESS: lisa@mcgriffwilliams.com			
INSURED Florida Pest Control & Chemical Co. PO Box 5369 Gainesville FL 32627-5369	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Allied Property and Casualty		42579
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:** 1469260978**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 \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ACPBAPC5975488569	3/1/2019	3/1/2020	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				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)
ALL LOCATIONS & OPERATIONS. Certificate holder listed as additional insured per written contract with insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Destin
4100 Indian Bayou Trail Rd
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
September 10, 2019

File No.
JB569

Expires
October 31, 2020

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE
PERIOD EXPIRING: **October 31, 2020** AT

34 HOLLYWOOD BLVD SW
FT WALTON BEACH, FL 32548

FLORIDA PEST CONTROL
34 HOLLYWOOD BLVD SW
FT WALTON BEACH, FL 32548

Fumigation
General Household Pest and
Rodent Control
Lawn and Ornamental
Termite and Other WDO
Control

nicole fried
NICOLE "NIKKI" FRIED, COMMISSIONER

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Florida Pest Control & Chemical Co.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Apply to accounts maintained outside the U.S.)

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

34 Hollywood Blvd. SW

6 City, state, and ZIP code

Fort Walton Beach, FL 32548

Requester's name and address (optional)

7 List account number(s) here (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

OR

Employer identification number

59 - 6060716

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 for Part II, later.

Sign
Here

Signature of
U.S. person ►

Kelly Maxwell

Date ►

10.25.2019

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.



www.flapest.com

CORPORATE HEADQUARTERS:

P.O. BOX 5369
116 N.W. 16TH AVENUE
GAINESVILLE, FL 32627-5369

(352) 376-2661
FAX (352) 376-2791

SCIENTIFIC PEST CONTROL DIRECTED BY GRADUATE ENTOMOLOGISTS

Complete Pest Control Service
Member Florida & National Pest Control Associations

Reply: 34 Hollywood Blvd SW
Fort Walton Beach, FL 32548-4852
Phone (850) 243-7166 Fax (850) 243-1643

10/25/2019

List of References:

Santa Rosa County
Attn: Angie Ward
4530 Old Bagdad Hwy
Milton, FL 32570
850-623-1569

City of Milton
Attn: Lori McCafferty
6738 Dixon St.
Milton, FL 32570
50-983-5480

Escambia County
Attn: Dave Wheeler
PO Box 1591
Pensacola, FL 32591
850-595-3190

Florida Pest Control and Chemical Co. has been in business since 1949. We are a full service pest control company specializing in General Pest Control, Termite, Lawn and Ornamental, and Fumigation services. We have a superb track record with the Department of Agriculture and look forward to being able to serve the City of Destin. Our office hours are 7:00am to 6:00pm Monday thru Friday. We address customer service issues within 24 hours of their report.

Jeffrey Engeldinger
Branch Manager/Fort Walton Beach
Florida Pest Control and Chemical Co.
Email: j.engeldinger@flapest.com
Phone: 850-243-7166

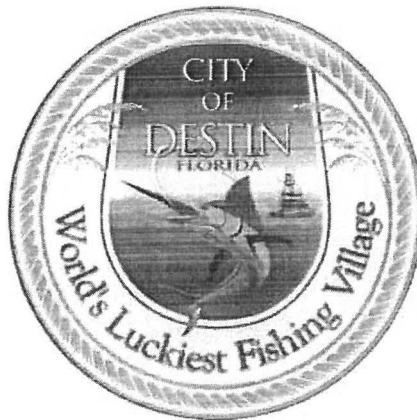
BRANCHES:

• Crystal River • Daytona Beach • Ft. Walton Beach • Jacksonville South • Jacksonville West • Lake City • Milton • Ocala •
Orlando • Palatka • Panama City • Pensacola • Starke • St. Augustine • Tallahassee • Winter Haven • Leesburg • Kissimmee • Tampa •

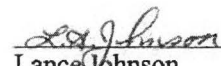
CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 19-10-PW

MISCELLANEOUS PEST CONTROL CONTINUING SERVICES CONTRACT



City of Destin, Florida
October 2019


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

The following items must be provided 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. Copy of required Insurance documents**
- 7. Completed W-9**
- 8. Copy of State license (if required for job)**
- 9. Copy of City license (if business office is in Destin)**
- 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**

TABLE OF CONTENTS

1. Cover Page	page 1
2. Checklist	page 2
3. Table of Contents	page 3
4. Notice to Bidders	page 4
5. General Information	page 5 - 8
6. Bid Form	page 9 - 10
7. Public Entity Crimes Statement (Attachment 1)	page 11 - 12
8. Drug Free Workplace Certification (Attachment 2)	page 13

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for a Miscellaneous Pest Control Continuing Services Contract for City maintained properties for one year with the option for four additional one-year renewals not to exceed five years. The Scope of Work will include, but not be limited to miscellaneous pest control services for City maintained properties to include; providing all tools, machines, equipment, labor and incidentals necessary 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. 19-10-PW, MISCELLANEOUS PEST CONTROL 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, November 7, 2019 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.

Lance Johnson
City Manager

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 19-10-PW

MISCELLANEOUS PEST CONTROL CONTINUING SERVICES CONTRACT

- I. **PURPOSE:** The purpose of RFB No. 19-10-PW is to secure sealed Bids for providing general pest control services for city-maintained properties.
- II. **SCOPE OF WORK:** The Scope of Work will include general pest control maintenance for city-maintained properties.
- III. **BID REQUIREMENTS:** Each Bid shall indicate, in the following order, the **mandatory** information outlined below:
 - A. Completed Bid Form (Exhibit A)
 - B. Number of years the firm has been in business
 - C. Location of Firm
 - D. Previous work experience
 - E. Current work commitments
 - F. Availability
 - G. Copies of required Insurance documents
 - H. Each Bid shall contain evidence of proper licensing to perform required services in the State, County, and City
 - I. Each Bid shall contain a completed Public Entity Crime Form (Attachment #1)
 - J. 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.

City of Destin, Florida

RFB No. 19-10-PW, MISCELLANEOUS PEST CONTROL CONTINUING SERVICES CONTRACT

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. CST, on Thursday, November 7, 2019. Bids may be mailed or delivered to the Office of the City Clerk at the address below. An original and seven (7) copies of the Bid shall be submitted in a sealed envelope clearly marked "**RFB No. 19-10-PW, MISCELLANEOUS PEST CONTROL 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

City of Destin, Florida

RFB No.19-10-PW, MISCELLANEOUS PEST CONTROL CONTINUING SERVICES

CONTRACT

- G. Bid Opening. Bids are presently scheduled to be opened publicly and read aloud at 2:00 p.m. CST, on Thursday, November 7, 2019 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.

- H. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 19-10-PW may be directed to the individuals below:

For Technical Questions

Timothy L. Pietenpol
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-6869

OR

For Administrative Questions

Rey Bailey, City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 654-6892

- I. Responsive Bids. Only those bids fulfilling all requirements outlined in this bid will be considered.

1. 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 bid and quotations from bid 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.

2. Final Offer. The bid, as submitted, will be the last and final offer. The bid shall remain binding ninety (90) calendar days after the closing date of the request.

3. 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.

- J. Insurance. The successful Bidder shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of \$300,000 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 coverage's, 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 day's notice to the City of any cancellation or amendment to any of the binders, policies or certificates.

- K. **Public Records Requirements.** The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement.

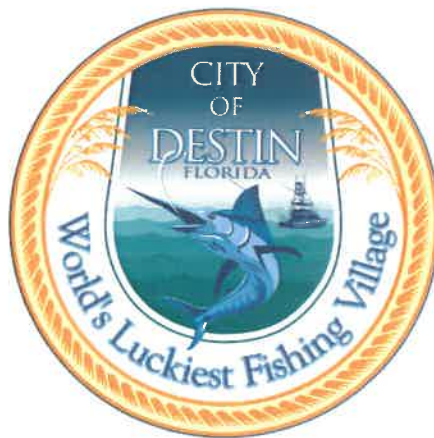
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS IT PERTAINS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL.

- L. **Indemnification.** To the fullest extent permitted by law, the contractor/consultant shall indemnify and hold harmless the City, its officers and employees and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the City's sovereign immunity.
- M. **Contracting with City Employees or Board/Committee Members.** Any City employee, Board member, Committee member or member of his or her immediate family seeking to Contract with the City shall seek a conflict of interest opinion from the City Manager or their designated representative prior to submittal of a response or application of any type to Contract with the City or as specified in 23 CFR 1.33 and the requirements of 23 CFR 172.7(b)(4). The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.
- N. **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.

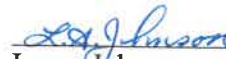
CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 19-10-PW

MISCELLANEOUS PEST CONTROL CONTINUING SERVICES CONTRACT



City of Destin, Florida
October 2019



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

The following items must be provided 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. Copy of required Insurance documents**
- 7. Completed W-9**
- 8. Copy of State license (if required for job)**
- 9. Copy of City license (if business office is in Destin)**
- 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**

TABLE OF CONTENTS

1. Cover Page	page 1
2. Checklist	page 2
3. Table of Contents	page 3
4. Notice to Bidders	page 4
5. General Information	page 5 - 8
6. Bid Form	page 9 - 10
7. Public Entity Crimes Statement (Attachment 1)	page 11 - 12
8. Drug Free Workplace Certification (Attachment 2)	page 13

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for a Miscellaneous Pest Control Continuing Services Contract for City maintained properties for one year with the option for four additional one-year renewals not to exceed five years. The Scope of Work will include, but not be limited to miscellaneous pest control services for City maintained properties to include; providing all tools, machines, equipment, labor and incidentals necessary 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. 19-10-PW, MISCELLANEOUS PEST CONTROL 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, November 7, 2019 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.

Lance Johnson
City Manager

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 19-10-PW

MISCELLANEOUS PEST CONTROL CONTINUING SERVICES CONTRACT

- I. **PURPOSE:** The purpose of RFB No. 19-10-PW is to secure sealed Bids for providing general pest control services for city-maintained properties.
- II. **SCOPE OF WORK:** The Scope of Work will include general pest control maintenance for city-maintained properties.
- III. **BID REQUIREMENTS:** Each Bid shall indicate, in the following order, the **mandatory** information outlined below:
 - A. Completed Bid Form (Exhibit A)
 - B. Number of years the firm has been in business
 - C. Location of Firm
 - D. Previous work experience
 - E. Current work commitments
 - F. Availability
 - G. Copies of required Insurance documents
 - H. Each Bid shall contain evidence of proper licensing to perform required services in the State, County, and City
 - I. Each Bid shall contain a completed Public Entity Crime Form (Attachment #1)
 - J. 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.

City of Destin, Florida

RFB No. 19-10-PW, MISCELLANEOUS PEST CONTROL CONTINUING SERVICES CONTRACT

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. CST, on Thursday, November 7, 2019. Bids may be mailed or delivered to the Office of the City Clerk at the address below. An original and seven (7) copies of the Bid shall be submitted in a sealed envelope clearly marked **"RFB No. 19-10-PW, MISCELLANEOUS PEST CONTROL 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

City of Destin, Florida

**RFB No.19-10-PW, MISCELLANEOUS PEST CONTROL CONTINUING SERVICES
CONTRACT**

- G. Bid Opening. Bids are presently scheduled to be opened publicly and read aloud at 2:00 p.m. CST, on Thursday, November 7, 2019 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.
- H. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 19-10-PW 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) 837-6869 | | (850) 654-6892 |
- I. Responsive Bids. Only those bids fulfilling all requirements outlined in this bid will be considered.
1. 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 bid and quotations from bid 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.
 2. Final Offer. The bid, as submitted, will be the last and final offer. The bid shall remain binding ninety (90) calendar days after the closing date of the request.
 3. 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.
- J. Insurance. The successful Bidder shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of \$300,000 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 coverage's, 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 day's notice to the City of any cancellation or amendment to any of the binders, policies or certificates.

- K. **Public Records Requirements.** The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement.

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 THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL.

- L. **Indemnification.** To the fullest extent permitted by law, the contractor/consultant shall indemnify and hold harmless the City, its officers and employees and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the City's sovereign immunity.
- M. **Contracting with City Employees or Board/Committee Members.** Any City employee, Board member, Committee member or member of his or her immediate family seeking to Contract with the City shall seek a conflict of interest opinion from the City Manager or their designated representative prior to submittal of a response or application of any type to Contract with the City or as specified in 23 CFR 1.33 and the requirements of 23 CFR 172.7(b)(4). The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.
- N. **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.

EXHIBIT A

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-10-PW
MISCELLANEOUS PEST CONTROL CONTINUING SERVICES CONTRACT**

PART I Bid submitted by:

Company: _____

Address: _____

City & State: _____ Zip Code: _____

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

Number of Years in Business: _____ Contact Name _____

PART II Bidding RFB No. 19-10-PW, MISCELLANEOUS PEST CONTROL CONTINUING SERVICES CONTRACT:

I. MONTHLY TREATMENT FOR CITY OWNED FACILITIES

1. The selected vendor will perform a monthly service treatment at each location to ensure pest control.
2. The selected vendor will perform an annual termite assessment at each location and treat each facility annually to ensure facilities are termite free.

<u>ITEM</u>	<u>MONTHLY PRICE PER FACILITY</u>
Buck Destin Park, 724 Legion Dr, approx 1,900 sf	\$ _____
City Hall, 4200 Indian Bayou Trail, approx 15,000 sf	\$ _____
City Hall Annex, 4100 Indian Bayou Trail, approx 12,000 sf	\$ _____
Clement Taylor Park, 131 Calhoun Ave, approx 450 sf	\$ _____
Community Center, 101 Stahlman Ave, approx 19,000 sf	\$ _____
Emergency Operations Center, 4200 Indian Bayou Trail, approx 1500 sf	\$ _____
Joes Bayou Boat Ramp, 750 Beach Dr, approx 600 sf	\$ _____
June White Decker Park, 1950 Scenic 98, approx 800 sf	\$ _____
Library, 150 Sibert Ave, approx 15,000 sf	\$ _____
Morgan Sports Center, 3950 Indian Bayou Trail, approx 1500 sf	\$ _____
Morgan Sports Center Bathrooms, 3950 Indian Bayou Trail, approx 500 sf	\$ _____
Museum 102 Stahlman Ave, approx 5500 sf	\$ _____
Maintenance Facility, 3949 Commons Dr, approx 12,000 sf	\$ _____
Shores at Crystal Beach, 2966 Scenic Hwy 98, approx 800 sf	\$ _____
Sheriff's Office, 106 Stahlman Ave, approx 6000 sf	\$ _____

II. ANNUAL TREATMENT FOR CITY OWNED FACILITIES LISTED ABOVE

ANNUAL PRICE

Annual Termite Inspection for all facilities	\$ _____
Annual Termite Treatment cost for all facilities	\$ _____
Specialty calls for pests such as mice, rats, spiders, fleas, etc	\$ _____
Termite Bond	\$ _____

Please list any additional costs not covered in this bid package:

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

To ensure responsiveness, 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: _____

(Print or Type)

Signature: _____

Date of Bid: _____

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

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

END OF BID FORM

ATTACHMENT #1

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 19-10-PW

MISCELLANEOUS PEST CONTROL 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 _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signature)

Date: _____

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 2019, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

ATTACHMENT #2

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 19-10-PW

MISCELLANEOUS PEST CONTROL 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: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____ DATE: _____

NAME (TYPED OR PRINTED): _____

TITLE: _____

**MINUTES
BID COMMITTEE MEETING
TUESDAY, NOVEMBER 12, 2019**

1. CALL TO ORDER:

Mr. Bragg Farmer called the meeting to order on Tuesday, November 12, 2019 at 9:30 a.m., in the Destin City Hall Conference Room

2. ROLL CALL:

Members Present:

Bragg Farmer, Finance Director/Chairman
Michael Burgess, Public Services Director
Karen Jankowski, Human Resources Mgr.
Louis Zunguze, Community Dev. Dir.

Staff Present:

Kim Montgomery, Deputy City Clerk
Tim Pietenpol, Deputy Public Svcs. Dir.

3. NEW BUSINESS:

• **RFB 19-07-PW, Electrical Services Continuing Services Contract**

Mr. Burgess explained he created a spreadsheet comparing the service rates per hour as well as use of equipment identified in the existing contract to compare with the four responses that were received, and he pointed out that Mr. Pietenpol has gone through the bids in order to determine each's responsiveness.

- Hall's Electric – No County License
- Gulf Coast Electric – Responsive
- Metro Power – Failed to supply their commitments, no County License
- D&D Electric – No County License submitted

The Finance Director asked what the difference is between Electric Service and Electrician per hour. According to Mr. Pietenpol, the concern in the past is the bidder would provide their bid but charged extra for additional personnel cost. So, this time around it'll just be a service charge. Adding that he can get clarification on that with prior to awarding the bid.

The Finance Director stated that he would prefer to get that clarified before they take this to Council for their consideration.

Mrs. Jankowski asked how responsive D&D is once called out. According to Mr. Pietenpol, they are very responsive timewise and are always prompt getting to where they are needed.

Motion by Mr. Burgess, seconded by Mr. Zunguze to recommend Council award the RFB 19-07-PW, Electrical Continuing Services Contract with D&D Electric based on their pricing and past work experience. The Finance Director amended to motion to include the clarification if there are additional charges for additional

personnel and what it would be prior to taking this to City Council. The motion passed 4-0.

Mr. Burgess added that staff will contact them about their County License as well.

- **RFB 19-09-PW, Roofing Continuing Services Contract**

Mr. Burgess explained that the current contract holder, Porter Roofing did not provide a bid.

According to Mr. Burgess, Edward's Roofing bid rate is \$135.00 portal to portal and their additional cost is zero. He mentioned that he's not sure exactly what they meant by portal to portal unless it's for travel from their office to the location and back.

C & C Construction's \$50.00 for man hours does not specify how many men that entails. And their Additional labor costs of \$680.00, and he not sure what that entails either since they did not provide any insight on it.

He spoke of how he would like to get additional clarification from Edwards Roofing for their overtime and for weekends fees as asked to push this contract back a couple weeks until their next meeting to give him time to contact the companies.

Mr. Pietenpol went so far as to suggest not recommending either one of the companies and possibly go back out to bid with better clarification in the bid documents.

Mrs. Jankowski suggested calling their references for both companies. Mr. Burgess also suggested giving each an example of a building, such as City Hall, to get better clarification on their pricing.

The decision to put this one off until next month's December 10th meeting was made with Mr. Burgess contacting the companies to get better clarifications on their pricing.

- **RFB 19-10-PW, Pest Control Continuing Services Contract**

The current contract holder is Florida Pest Control and the Finance Director pointed out they actually dropped their rates on their bid submittal showing, to him, they must want to continue with their contract.

There was a discussion on how termite infestation and damaged is handled as well as changing companies tends to void out the current termite bond.

Based on the pricing and experience, Mr. Burgess made the motion to recommend City Council award the Pest Control Continuing Services Contract to Florida Pest Control. With Mrs. Jankowski providing the second. The motion passed 4-0.

19-12-PW, Generator Continuing Services Contract

The Finance Director, Mr. Farmer recommended the removal of the Okaloosa County Sheriff's substation's generator off this contract since it's no longer working, and they don't provide a generator to the museum. Mr. Burgess agreed.

He then announced the two companies that submitted bids were Ronco Electric and Metro Power.

Mr. Burgess pointed out that the current contract holder, Ronco did place a bid and their costs went up \$110.00 semiannually/\$200.00 a year.

Mr. Pietenpol he feels certain that both companies that submitted a bid are certified to work on Generac Generators, but they did not supply their necessary paperwork.

Mr. Burgess stated that he would like to contact both companies to have them submit their certifications, noting that they know that Ronco is since they have worked on the one here at City Hall in the past.

Mr. Pietenpol mentioned that the service worker that has worked on the generators in the past is now employed with Metro Power.

The Finance Director asked if Ronco is installing the new generator at City Hall. According to Mr. Burgess, they are, and the warranty is with the manufacturer and not Ronco.

Mr. Pietenpol recommended that the award of bid go to Metro Power since their costs are lower and their material are also 10% less.

Motion by Mr. Burgess to recommend City Council award 19-12-PW, Generator Continuing Services Contract to Metro Power and to enter into a contract with them; contingent upon Metro Power providing their certification that they can work on Generac Generators.

There was a discussion regarding the failure of catching the current generators shutdown in a timely manner and how the schedule for the software to run diagnosis should have been caught beforehand. According to Mr. Burgess, the moisture and salt air cannot possibly be good for any type of machinery. He added that for this one, once installed, he will see if the schedule can be run on the same day of the week at a certain time of the day as well.

Mrs. Jankowski provided the second to the bid and the motion passed 4-0.

Mrs. Jankowski asked about appointing another person to the committee so that she can go back to being an alternate when needed. Mr. Farmer stated he would speak to the City Manager about appointing a permanent person.

Mr. Burgess informed the members that the process for selecting an Engineer, Architect or a Consultant for continuing engineering services is regulated by the 1973 Competitive Negotiations Act and there are projects queued that may exceed the threshold and would have to go out individually for bid for each project. He added that he is waiting for the City Attorney to provide clarification.

According to Mr. Pietenpol, there is also the stucco and painting for the Community Center that may need to go out for bid as well. There was additional discussion about that and what City Council may want to do with the building.

ADJOURNMENT:

There being no further discussion at this time; the meeting adjourned at 10:05 a.m.

Adopted this _____ day of _____ 2019

Bragg Farmer, Finance Director

Kim Montgomery, Deputy City Clerk

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS PEST CONTROL CONTINUING SERVICES CONTRACT

On December 2, 2019, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of Florida Pest Control and Chemical Company, herein referred to as the **Contractor**, to supply miscellaneous pest control 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 PEST CONTROL 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 pest control 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 January 1, 2020 through September 30, 2020 and is for supplying the City with miscellaneous pest control services.

4. Time for Performance:

The Contractor agrees to provide pest control services for the satisfactory approval and acceptance by the City.

5. Compensation:

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

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

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

6. Changes in the Work:

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

7. Insurance:

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

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

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

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

Lance Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

Florida Pest Control and Chemical Company
34 Hollywood Blvd SW
Fort Walton Beach, FL 32548

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the _____ day of _____, 2019.

ATTEST:

CITY OF DESTIN

Rey Bailey
City Clerk

By: _____
Lance Johnson
City Manager

SEAL

As to Legal Form:

Kyle Bauman, Esq.
City Attorney

Florida Pest Control and Chemical Company
CONTRACTOR:

By: _____
(Signature)

Witness

(Printed Name)

Witness

Its: _____
(Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2019**TYPE OF AGENDA ITEM:** City Manager Report

TO: City Council**THRU:** Lance Johnson, City Manager
Bragg Farmer, Finance Director**FROM:** Michael Burgess, Public Services Director**DATE:** 11/20/2019**SUBJECT:** Recommendation of Volkert Engineering to provide Traffic Engineering Assessment for the Stahlman Avenue/US98 intersection and vicinity

I. BACKGROUND: City Council asked for an assessment to be provided for the Stahlman Avenue Area to include Zerbe Street. The purpose of this assessment/study would be to collect data and make subsequent recommendations to improve pedestrian safety and traffic flow in the area. City Council has provided a budget for this project of \$50,000.

Volkert Engineering has expressed interest in assisting the City with this project and is qualified to perform this work.

II. DISCUSSION: The Stahlman-Zerbe-US98 area during the tourist season is regularly congested with both vehicular and pedestrian traffic. Options are sought to increase the efficiency of traffic flow and enhance pedestrian safety. The purpose of this modified PD&E-type evaluation will be to provide City Staff and Elected Officials with opportunities, and their associated challenges, that would be reasonably anticipated with any future re-construction or re-alignment project.

A. Link to Strategic Goals / Objectives: Enhanced Pedestrian Safety, Relief of Traffic Congestion/Improved Traffic Flow.

B. Effect on Budget (EOB): In an amount not to exceed \$50,000.

C. Level of Service (LOS): No direct effect. Outcomes of this study will provide City Staff and Elected Officials with options to improve conditions at this busy intersection.

III. CONCLUSION: The commission of this work to Volkert Engineering, who

are already an active participant in the FDOT's 3R Project (which includes the area of interest), will provide the City with opportunities, challenges and cost analyses to move forward with improving pedestrian safety and traffic flow in this area.

IV. RECOMMENDED MOTION: I move to authorize the City Manager to negotiate with Volkert Engineering, one of the City of Destin's Continuing Service Engineering Consultants, to provide a engineering analysis and report for the Stahlman Avenue/US98 Area not to exceed \$50,000.

Attachments:

1. Stahlman Ave at US98 2019 aerial
2. 2019 Volkert Executed Contract

Stahlman Ave at US98/Harbor Blvd.





Volkert, Inc.
215 Fairpoint Drive
Suite B
Gulf Breeze, FL 32561
Office 850.512.8935
www.volkert.com

November 13, 2019

Mr. Michael Burgess
Director
City of Destin
Public Services Department
4200 Indian Bayou Boulevard
Destin, Fl. 32541

Re: City of Destin- General Services Agreement- RFQ 19-01-PS Engineering and Professional Consulting Services

Dear Mr. Burgess,

As requested, included are 2 signed originals of the City of Destin- General Services Agreement for RFQ 19-01-PS Engineering and Professional Consulting Services and 2 copies of the Volkert COI.

We want to thank you for the opportunity and look forward to working with the City of Destin.

Should you have any questions or need anything else, please give me a call.

Sincerely,

Mike Warnke, P.E.
NWF Lead / Assistant Vice President
Volkert, Inc.

CITY OF DESTIN, FLORIDA

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This AGREEMENT made and entered into this 12 day of November 2019, between the CITY OF DESTIN, FLORIDA (hereinafter referred to as "CITY" or "OWNER") and VOLKERT ENGINEERING, INC. (hereinafter referred to as "CONSULTANT").

WHEREAS, the CITY desires to engage the CONSULTANT to provide continuing general professional consulting engineering services; and

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

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

TERMS AND CONDITIONS OF AGREEMENT BETWEEN CITY AND CONSULTANT

ARTICLE 1 CONSULTANT'S RESPONSIBILITIES

1.1 CONSULTANT'S SERVICES

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

ARTICLE 2 CONSULTANT'S SERVICES

- 2.1 In accordance with Request for Proposals (RFP) NO. 19-01-PS which is hereby incorporated into this Agreement and attached hereto as Exhibit "A", CONSULTANT shall provide services including but not limited to: studies, surveys; design; preparation of plans, specifications and contract documents; conducting public information meetings, preparation of cost estimates; obtaining necessary federal, state and local governmental agency permits (fees to be provided by the City); construction inspections, construction management; contract administration; project completion certifications and as-built surveys as may be required; presentations to the City Council and the general public; right-of-way identification, appraisal and assistance in acquisition assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding or as directed by the City Manager or his designee (hereinafter referred to as "Consultant's services").

ARTICLE 3 CONSULTANT'S COMPENSATION

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

ARTICLE 4 CITY'S RESPONSIBILITIES

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

CONSULTANT'S work products. Upon receipt of this written notice, CONSULTANT shall promptly remedy any fault or defect in the services performed or nonconformance of CONSULTANT'S work products.

ARTICLE 5 OWNERSHIP AND USE OF DOCUMENTS

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

ARTICLE 6 TERMINATION, SUSPENSION OR ABANDONMENT

- 6.1 This Agreement may be terminated by the CITY upon not less than ten (10) days written notice should the CONSULTANT fail substantially to perform in accordance with the terms of this Agreement through no fault of the CITY.
- 6.2 This Agreement may be terminated by either party upon not less than sixty (60) days written notice, for any reason or no cause whatsoever.
- 6.3 The CITY may suspend an open task order upon not less than ten (10) days written notice.
- 6.4 If the CITY fails to make payment, within the forty-five (45) days of invoice approval permitted under Florida Statutes, when due the CONSULTANT for services and expenses, the CONSULTANT may, upon seven (7) days written notice to the CITY, suspend performance of services under this Agreement. Unless the CONSULTANT receives payment in full within fifteen (15) days of the date of the notice, the suspension shall take effect without further notice.
- 6.5 In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with reimbursable expenses.

ARTICLE 7 NOTICES

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

CITY OF DESTIN	CONSULTANT
Lance A. Johnson, City Manager	Mike Warnke, VOLKERT
4200 Indian Bayou Trail Destin, Florida 32541 850.837.4242	14101 Panama City Beach Parkway Suite 190 Panama City Beach, FL 32413 850.588.1618

ARTICLE 8 INSURANCE REQUIREMENTS

- 8.1 During the performance of services under this Agreement, CONSULTANT shall maintain Commercial General Liability, Business Automobile Liability (including hired and non-owned coverage) and Professional Liability. Such coverage shall adequately protect the interest of the CITY in regard to all exposures including design defects and subsequent costs and lost revenue to loss associated with this Agreement. In no circumstance shall the limit of liability be written with limits less than \$2,000,000.00 per event/\$4,000,000.00 annual aggregate. CONSULTANT shall also maintain Workers' Compensation Insurance at the statutory limits. Workers' Compensation Policy shall contain a waiver of subrogation in favor of the CITY. CONSULTANT shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be cancelled, or coverage reduced without at least 30 days written notice to the CITY. All coverage shall be with carriers admitted to do business in the State of Florida. Carriers shall be A+ rated by A M Best Company and have a financial size of X or higher. The Commercial General Liability, Business Automobile and Workers' Compensation policies shall name City of Destin, Florida as an Additional Insured. City of Destin, Florida shall be listed as the Certificate Holder on all certificates. CITY reserves the right to modify its insurance requirements with sixty (60) days written notice to CONSULTANT.
- 8.2 CONSULTANT shall supply certificates of insurance specifically stating the RFP number and title for all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "C" and made a part hereof.
- 8.3 The required insurance policies shall contain the following provisions:
- 8.3.1 There are not to be any special limitations on the protection being provided to the CITY, its officials, employees or volunteers.
- 8.3.2 The CONSULTANT shall provide timely reporting of incidents to its insurance carrier as required under the provisions of its insurance policies. A copy of any filed reports shall also be sent immediately to the CITY. The CONSULTANT shall exercise due diligence to ensure all reporting provisions are met to protect coverage afforded to the CITY, its officers, officials, employees or volunteers.
- 8.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures shall be made in accordance with the following:
- 8.4.1 Insurance coverage required in these specifications shall be in force throughout this Agreement. Should the CONSULTANT fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the Agreement, the CITY shall have the right to consider the Agreement breached and justifying termination thereof.

ARTICLE 9 SOVEREIGN IMMUNITY

- 9.1 The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of 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, or any other provision of law.

ARTICLE 10 INDEMNIFICATION

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

ARTICLE 11 MISCELLANEOUS PROVISIONS

- 11.1 The CITY and CONSULTANT intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in the state courts of Okaloosa County, Florida and no where else.
- 11.2 All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a party unless made in writing signed by that party or a duly authorized agent of that party who is empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.
- 11.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion, or the date of issuance of the Final Certificate for Payment for acts or failures to act occurring after completion.
- 11.4 This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.
- 11.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.
- 11.6 CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.
- 11.7 Where CONSULTANT is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and

expense of obtaining all necessary licenses, permits, inspections and insurance, as required.

- 11.8 The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.
- 11.9 Time is of the essence under this Agreement.
- 11.10 The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 11.11 If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 11.12 In any dispute relating to this Agreement each party shall be responsible for its respective attorney's fees and costs.
- 11.13 This Agreement is binding on the parties, their successors and assigns.
- 11.14 This Agreement shall not be assigned or otherwise conveyed to any other third party without the written consent of the non-assigning or non-conveying party.
- 11.15 **WAIVER OF RIGHT TO JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENTS CONTEMPLATED TO BE EXECUTED IN CONJUNCTION THEREWITH, AND ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO.**

ARTICLE 12 PUBLIC RECORDS

- 12.1 **CONTRACTOR** must comply with the public records law, Chapter 119, Florida Statutes; specifically, **CONTRACTOR** must:
- a. Keep and maintain public records required by the CITY to perform the service.
 - b. Upon request of the CITY'S custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if **CONTRACTOR** does not transfer the records to the CITY.
 - d. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of **CONTRACTOR** or keep and maintain public records required by the CITY to

perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- e. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY AT (850) 837-4242 OR BY MAIL AT CITY OF DESTIN, CITY CLERK'S OFFICE, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541.

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

CITY:
Lance A. Johnson
Its: City Manager

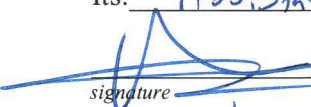

signature

Date: 11/14/19

CONSULTANT:

Mike Warnke

Its:

Assoc. State Vice President

signature

Date: 11/12/19

Attest to
Signature:


(Seal)

Date: 11/14/19

Witness to Signature:


signature

Print Name:

HEATHER L. WOOTEN

Witness to Signature:


signature

Print Name:

Melody A. Price

Approved as to Legal Form:


Kyle Bauman, City Attorney

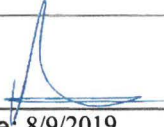
EXHIBITS

- A. Request for Proposal No. 19-01-PS
- B. Fee Schedule
- C. Certificates of Insurance

ENGINEERING AND PROFESSIONAL CONSULTING SERVICES SCHEDULE OF SUB-CONTRACTORS

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

<u>Name of Sub- Consultant</u>	<u>Address of Sub- Consultant</u>	<u>License No.:</u>	<u>Task</u>	
DAG Architects	1223 Airport Road Destin, FL 32541	AAC000745	Architectural	
TSW Design	1389 Peachtree ST NE Suite 200 Atlanta, GA 30309	applied for	Landscape Architect	
Smith Seckman Reid, Inc.	3243 E. James Lee Blvd Crestview, FL 32539	P36528	Computer/HVAC/Mechanical/ Athletic Field Design	
NOVA Engineering & Environmental, LLC	17612 Ashley Drive Panama City Beach, FL 32413	27772	Geotechnical/Hydrogeological Engineering	
SCS Engineers	3922 Coconut Palm Drive, Suite 102 Tampa, FL 33619	P17311	Hazardous Waste/Solid Waste	
Gulf Coast Professional Surveying, Inc.	417 Bay Shore Drive Panama City Beach, FL 32407	LS5323	Surveying	
South Coast Engineers	PO Box 72 Fairhope, AL 36533	N/A	Coastal Engineering	

Signature 

Date: 8/9/2019

Title/Company Assistant Vice President/NWF Lead, Volkert, Inc.

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

VOLKERT



TRANSPORTATION ▼ ENERGY ▼ WATER ▼ ENVIRONMENT

Volkert 2019 Billing Rates

Position	Billing Rate w/o Directs	Billing Rate w/ Directs
Principal	246	271
Supervisor	228	251
Project Manager	195	214
Staff 2 Engineer	161	177
Staff 1 Engineer	102	113
Senior Designer	133	146
Designer	109	120
Technician	107	118
Drafter	76	83
Bridge Inspector 2	129	142
Bridge Inspetcor 1	116	128
Admin. Assistant	83	91
Survey Manager	128	141
2-man Survey Crew	116	127
3-man Survey Crew	201	221
4-man Survey Crew	211	233

The above rates are for the year of 2019. These rates shall be updated yearly to account for salary changes and overhead audits

2018 OH	157.20%
Facilities Cost of Capital	0.58%

Exhibit B

TRANSPORTATION ▼ ENERGY ▼ WATER ▼ ENVIRONMENT

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

Volkert, Inc.
14101 Panama City Beach Parkway,
Suite 190
Panama City Beach, FL 32413
www.volkert.com
850-588-1618

VOLKERT

August 15, 2019

RE: Qualifications to provide engineering and professional consulting services *RFQ No. 19-01-PS*

Volkert, Inc., (Volkert) is pleased to provide our qualifications to the City of Destin for the above referenced continuing services contract. We have assembled a team of well-qualified professionals who present a range of expertise and experience to complete any assigned tasks anticipated for this contract. We have prepared our submittal in accordance with the RFP dated July 15, 2019.

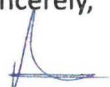
Mike Warnke, PE, ENV SP, will serve as **Principal-in-Charge/Project Manager** with over 23 years engineering experience in the Northwest Florida area. His services since joining Volkert in 2014 have included a variety of projects focusing on infrastructure improvement with projects ranging from drainage improvements, to roadway and bridge design, force main upgrades, sidewalks/multi-use paths, stream/dam restoration, and recreational facility master plans. He will lead the efforts on this contract and serve as the main point of contact for the City throughout the duration of the contract. As part of our team "license" section we have provided a copy of our Corporate Resolution giving Mr. Warnke authorization to bind the company with the City on this contract.

Throughout our history, Volkert has served municipal and local government needs, often in the context of "stand-by" or "on-call" master contracts. In these kinds of contracts, we understand the importance of functioning as an extension of City staff, of being flexible and responsive, and of providing timely and accurate service when called upon.

Volkert's recent Northwest Florida experience includes roadway and bridge design, stormwater/drainage improvements, planning, traffic engineering, bridge inspection, Athletic Field design, park design, Living Shorelines, stream restorations and construction inspection services for municipalities and the FDOT including the City of Pensacola, City of Milton, Escambia County, Santa Rosa County, Okaloosa County, Bay County, and the City of Panama City, Florida.

Volkert will manage this project from our office in Panama City Beach, Florida (address above) with a project team that is ready to begin providing services to the City upon notice to proceed. We look forward to working with the City on any tasks assigned through this contract. The Volkert Team is committed to fulfilling the City's mission to improve the safety and welfare of the public. We look forward to discussing this opportunity in greater detail. Feel free to contact me via my cell phone at 1-850-512-8935 or via e-mail at mike.warnke@volkert.com with any comments or questions you may have.

Sincerely,



Mike Warnke, PE, ENV SP
Project Manager, Assistant Vice President/NWF Leader



TABLE OF CONTENTS

TECHNICAL PROPOSAL

	PAGE
▼ Cover Letter (1 pg)	1
▼ Table of Contents	2
▼ Team Overview/History	3
– Respondent's Qualification Statement	
– Firm's Proposal (Team overview/History/Experience)	
• Volkert, Inc.	
– Teaming Partners/Subconsultants	
• DAG Architects, Inc.	
• TSW Planners Architects Landscape Architects	
• Smith Seckman Reid, Inc.	
• NOVA Engineering & Environmental, LLC	
• SCS Engineers, Inc.	
• Gulf Coast Professional Surveying, LLC	
• South Coast Engineers, LLC	
– Previous Collaboration	
– FDOT Pre-qualification	
– Qualifications to Provide Scope of Services	
• Additional Services	
– Business Addresses To Lead the Project	
– Why Choose the Volkert Team	
▼ Experience of the Team	23
– Similar Project Experience	
▼ Project Team/Resumes	49
– Organization Chart	
– Key Resumes (4 resumes)	
– Qualifications of Proposed Staff	
– Availability/Location/Willingness to meet Budget/Schedule/Current Workload (1 pg)	
▼ Project Approach (limited to 6 pgs)	56
▼ References (last 3 years)	60
▼ Licenses/Certifications	63
– Licenses/Certifications	
• Sample Insurance Certification	
• Firm Florida PE License	
• Certificate of Authorization to do Business in Florida	
• Corporate Resolution giving Signing Authority	
• FDOT Pre-qualification Letters (as applicable)	
▼ Procurement Forms/Documents (Attachment A)	85
– Respondent Acknowledgment	
– Addenda Acknowledgment (if applicable)	
– Public Entity Crimes Statement	
– Confirmation of Drug Free Workplace	
– Conflict of Interest Disclosure Form	
– Liability and Indemnification Form	
– Certification of Independence and No Conflict of Interest	
– Schedule of Sub-Consultant(s)	

TOTAL PAGES 94



RESPONDENT'S QUALIFICATION STATEMENT

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

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

Submitted By: Volkert, Inc.

Name: Mike Warnke, PE, ENV SP

Address: 14101 Panama City Beach Parkway, Ste 190

City, State, Zip: Panama City Beach, FL 32413

Telephone No.: 850-588-1618

Fax No.: N/A

Check One

Corporation

Partnership

Individual

Other

☒
☐
☐
☐

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

The correct name of the Respondent is: Volkert, Inc.

The address of the principal place of business is: 14101 Panama City Beach Parkway, Ste 190
Panama City Beach, FL 32413

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

- a. Date of Incorporation: 12/15/1986
- b. State of Incorporation: Alabama
- c. President's name: Jerry Stump, PE
- d. Vice President's name: Michael Warnke, PE, ENV SP
- e. Secretary's name: Roger Guilian, SR
- f. Treasurer's name: Mike Sampson
- g. Name and address of Resident Agent: Michael Warnke, PE, ENV SP

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

a. Date of organization: N/A

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

N/A

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

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

N/A

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

N/A

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

94

Under what other former names has your organization operated?

Volkert & Associates, Inc. (Est. 1999); David Volkert & Associates, Inc. (Est. 1963);

Ewin Engineering (Est. 1949); J.P. Ewin, Inc. (Est. 1946); Doullut & Ewin, Inc. (Est. 1925)

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

PE License Number CA4641 (expires Feb. 2021) - License attached on next page

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

Volkert has not failed to complete any work assigned. Our firm is reliable and does not submit our qualifications for projects that we cannot complete to the satisfaction of our clients.



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

VOLKERT, INC.

3809 MOFFETT ROAD
MOBILE AL 36618

LICENSE NUMBER: CA4641

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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

See attached statement of qualifications document

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

Mike Warnke, PE, ENV SP

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

Roger Guilian, J.D., General Counsel, Vice President

11 N. Water Street, Suite 18290, Mobile, AL 36602

251-342-1070

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

Volkert is an Employee Owned firm with no member of the firm having more than 5% stake in the company.

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

Volkert Global, 302 Innovation Drive, Suite 100, Franklin, TN 37067, S-Corporation

Volkert, Michigan, 11 N Water Street Suite 18290, Mobile, AL 36602, S-Corporation

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

		Revenue Index Number
a.	Government Related Work	4
b.	Non-Governmental Related Work	7
	Total Work (a +b):	9

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

15. **Bank References:**

Bank	Address	Telephone
Regions Bank	11 N Water Street, Mobile, AL 36652	251-690-1087 (Contact Chris Esfeller)

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

Volkert has a history of completing projects on-time and within established budgets for our clients by realistically planning, adhering to a written schedule, and meeting regularly to discuss issues or problems that need to be addressed.

See attached SOQ for additional information.

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

Our proven Quality Control Process engages two professionals who will evaluate and review all deliverables produced by the Volkert team (including deliverables produced by subconsultants). The project specific Quality Assurance plan, that will be developed at project kick-off, will detail the steps required for all documentation; client and team communication; and contract, schedule, and budget compliance reviews

See attached SOQ for additional information.

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

24-48 hours, typically if additional research is required for the response it may take a little longer

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

N/A Volkert has not filed for bankruptcy

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

Volkert does not have any pending litigation that will affect the performance of services under this contract. A list of lawsuits can be found on the following pages.



PAST, CURRENT, AND PENDING LITIGATION (LAST 5 YEARS)

Volkert does not have any pending litigation or investigation that will affect the performance of the services to be rendered under this contract. As is the normal course of business for any successful professional services firm, Volkert manages some unavoidable lawsuits, claims and other issues which are common to large public infrastructure endeavors. Volkert carries professional liability insurance, commercial general liability insurance and worker compensation insurance to protect it against losses and damages.

Volkert does not have any work failed to complete in the last five years. Our firm is reliable and does not submit our qualifications for projects that we cannot complete to the satisfaction of our clients.

A detailed list of lawsuits in which our Team (firms, officers, or individuals) is involved, relative to services is outlined below. We do not anticipate these lawsuits to affect this contract.

Howard Webb

Status: Settled

Project Wastewater Facilities for Southeastern Mobile County, AL.

Nature of Claim(s) Personal injury plaintiff who worked for a construction company, who is preempted by worker compensation statute, has issued a dispute to bring Volkert into the case for his on-the-job injury because he cannot pursue his employer or co-workers who caused his on-the-job injury. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style Howard Webb v. C.B. Developers, Inc., et al.
Civil Action No.: CV-2016-902049.00
Circuit Court of Mobile County, Alabama

Corky Wayne Priest

Project N/A

Nature of Claim(s) Alleged soft-tissue car wreck plaintiff suing for low-speed impact rear-end collision with Volkert vehicle. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style Corky Wayne Priest v. William Laroy Squires, Jr.,
Civil Action No.: CV-2017-902668.00
Circuit Court of Mobile County, Alabama



L&A Contracting Co., Inc.

Project US 11 Lake Pontchartrain Bridge Rehab, Phase 1

Nature of Claim(s) Plaintiff Contractor alleges that the Louisiana Department of Transportation & Development, through Volkert and SDR as engineering firms and/or consultants, failed to perform their duties in a timely and professional manner resulting in additional work and causing delay, disruption, and other related damages to L&A. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style L&A Contracting Co. v. Louisiana Department of Transportation & Development, et al.
Case No. 661457
19th Judicial District Court for the Parish of East Baton Rouge

Markham-Peachtree Storm Drain Improvements

Project Markham-Peachtree Storm Drain Improvements – Slidell, LA.

Nature of Claim(s) Two sets of homeowners complain that construction caused their nearby homes to crack and settle. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style Gaspar & Erin Saldibar v. Command Construction, et al.
Case No. 2017-12354
22nd Judicial District Court for the Parish of St. Tammany
John & Christina Holm v. Command Construction, et al.
Case No. 2018-10205
22nd Judicial District Court for the Parish of St. Tammany

City of Walker, Louisiana – I-12 Flood Case

Project I-12 Widening O’Neal Lane Interchange to Pete’s Highway East Baton Rouge & Livingston Parishes

Nature of Claim(s) City of Walker, Louisiana has sued the Louisiana Department of Transportation & Development and others over the 1,000-year rain event that hit western Louisiana in 2016. The Plaintiff claims that newly widened I-12 through the area – specifically the FHWA-mandated centerline barrier walls – exacerbated the flooding. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style City of Walker, LA. v. LDOTD, et al.
Case No. 654278
19th Judicial District Court for the Parish of East Baton Rouge

James Construction Group, Inc. adv. Volkert, Inc. (Arbitration)

Status: Settled

Project I-269 Coldwater Creek

Nature of Claim(s) Design-Build Contractor client who underbid project is alleging that Volkert’s geotechnical engineer committed one or more negligent errors and omissions relative to soils reports and recommended concrete mix for pile-driving operations. The Owner, Volkert, and the geotechnical engineer, however, alerted the Contractor to the presence of sulfates in the soil, as well as the fact that the Contractor’s proposed concrete mix would not work. Contractor also making allegations relative to seismic conditions. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style N/A



Mobile Area Water and Sewer System (MAWSS) Outfall Line (Mobile, AL)

Project MAWSS Outfall Line, Phase B Improvements

Nature of Claim(s) Contractor who was terminated by Owner for falling behind construction schedule and refusing to perform change order work has sued the Owner and Volkert. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style Hughes Plumbing & Utility Contractors, Inc. V Board of Water and Sewer Commissioners of the City of Mobile, Alabama, et. al.
Civil Action No. 02-CV-2015-901468
13th Judicial Circuit of Alabama.

I-10 Veterans Parkway Litigation (New Orleans, LA)

Project I-10 Veterans Parkway to Clearview Interstate Widening

Nature of Claim(s) Homeowner complaints about construction equipment and pile-driving operations. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style Richard Bagot, et al. v. James Holdings, LLC, et al.
Docket No. 734-522-O
24th Judicial District Court for the Parish of Jefferson, Louisiana
Ninon Ledesma v. James Holdings, LLC, et al.
Docket No. 734-602-M
24th Judicial District Court for the Parish of Jefferson, Louisiana

Rodriguez Family Motor Vehicle Accident Claim

Not related to a project

Nature of Claim(s) Former EE rear-ended the Rodriguez family on Maitland Avenue in Maitland, FL on December 13, 2016. Multiple alleged injuries. Volkert disputes the allegations in this matter, and is defending itself vigorously.

No lawsuit. Claimants and Volkert/Volkert insurer working on settlement at this time.

Case Style N/A

Amber Marie Carlock v. Chad Connell, et al.

Nature of Claim(s) Lawsuit over June 17, 2016 car wreck. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style 9th Judicial Circuit for Orange County, FL
Case No. 2017-CA-010848-O

Arlette Bridges v. St. James Parish School Board, et al.

Nature of Claim(s) Slip-and-fall where Plaintiff claims to have slipped in mud on a sidewalk near school construction site and cut her knee. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style 23rd Judicial District of Louisiana, Parish of St. James
Case No. 00038822



Carolyn Hammell & Bonderia Lyons, et al. v. Granite Construction Co., et al.

Nature of Claim(s) 100+ property owners adjacent to major interstate and overpass rehabilitation project in the Birmingham CBD allege to have suffered property damage and personal injury from dust kicked up by construction activities. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style Circuit Court of Jefferson County, AL.
Case No. 01-CV-2018-903007.00

Radames Anthony Beltre v. City of Fairfax, VA., et al.

Nature of Claim(s) Lawsuit over single-vehicle accident in which Plaintiff “bottomed out” on a small water main on a milled-up roadway. Plaintiff claims to have suffered personal injuries after getting his car stuck on the water main. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style Circuit Court of the County of Fairfax, VA.
Case No. 2018-6730

Jerica Jones (Estate of Kenneth McNeil) v. James Construction Group, et al.

Nature of Claim(s) Decedent Kenneth McNeil was killed when his vehicle was rear-ended by an 18-wheeler on I-10 in a construction zone in Lafayette Parish, LA. Personal representative of Mr. McNeil’s estate is suing the trucking company and all companies who were involved in the construction project. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style 151st Judicial District Court of Harris County, TX
Case No. 201911070

Hemphill Construction Co. v. City of Biloxi, MS., et al.

Project: *Reynoir Street – Biloxi Infrastructure Buena Vista West*

Nature of Claim(s) General contractor has run into AT&T duct bank that contractor claims was not called out in utility locations in the plans. Contractor seeking damages for delay and additional field services. Volkert was not tasked with located subterranean utilities, and was only contracted to perform utility survey of known utilities.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style In the Second Judicial District of Mississippi – Harrison County
Case No.: A2042-2019-49

Oscar Renda Construction Company Claim (same project – not a lawsuit but is a claim).

Project: *Reynoir Street – Biloxi Infrastructure Buena Vista West*

Nature of Claim(s) ORC is seeking damages for tear-out of curb-and-gutter that it claims is the result of engineering design error. Volkert is defending this claim.

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

N/A no principals or officers of the firm have been listed as defendants in criminal proceedings or hearings concerning business related offenses.

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

N/A no principals or officers of the firm have been convicted of a public entity crime, disbarred, or suspended from bidding on any government agency

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

(Signed) _____

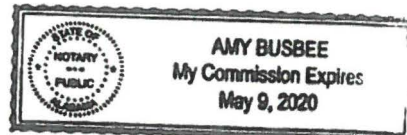
(Title) Assistant Vice President/NWF Lead

Subscribed and sworn to before me

This 9th day of August, 2019


Notary Public (Signature)

My Commission Expires: 5.9.2020

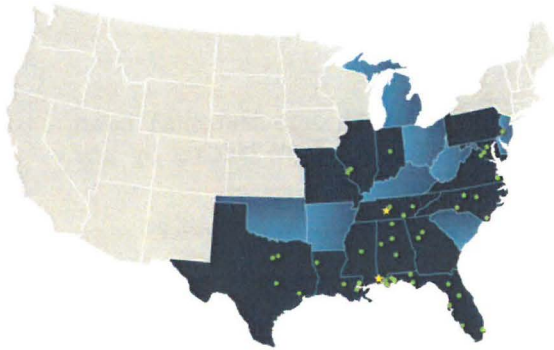




TEAM OVERVIEW/HISTORY

Firm's Proposal (Team Overview/History/Experience)

Volkert, Inc. (Volkert) is an employee-owned professional services firm focused on infrastructure engineering, serving state and federal agencies, local and municipal governments, and private industry. Founded in 1925, Volkert has grown from a regional engineering firm to include a nationwide client base.



With corporate offices in Mobile, Alabama, and Franklin, Tennessee (near Nashville), Volkert is active in over 20 states and the District of Columbia, with experience and/or professional licenses to serve clients nationwide.

Volkert opened its Pensacola office in 1994, building upon the firm's longtime partnership with the Florida Department of Transportation (FDOT) and local municipalities and has seen it expand to several offices in Northwest Florida to better serve our clients. In Northwest Florida alone we have offices in Panama City Beach, Pensacola, Chipley, and Gulf Breeze, Florida. Volkert's Panama City Beach office will lead the services for this project with support from our other offices as necessary.

Volkert's recent Northwest Florida experience includes roadway and bridge design, stormwater/drainage improvements, planning, traffic engineering, bridge inspection, Athletic Field design, park design, Living Shorelines, stream restorations and construction inspection services for municipalities and FDOT including the City of Pensacola, City of Milton, City of Panama City, Escambia County, Santa Rosa County, Okaloosa County, and Bay County, Florida. This includes both planned and emergency repair contracts.

The company ranks among the top 100 engineering firms in the United States—#87 overall and #68 among pure design firms in the "2019 Top 500 Design Firms" published by Engineering News-Record. Volkert was featured in the 2017 Tampa Bay Business Journal's list of top engineering firms.

The firm's staff of more than 1,100 professionals includes planners, multi-disciplinary engineers, construction engineers, environmental specialists, program managers, construction managers, real estate specialists, and landscape architects. Our professionals are supported by a full-service team of CADD operators; GIS technicians; financial analysts; computer specialists; cost estimators and office support.

Our firm includes:

- ▼ Experienced civil, structural, utility, and electrical engineers
- ▼ Licensed and experienced surveyors
- ▼ Comprehensive environmental services
- ▼ Full range of construction management and CEI services

This extensive roster of services, combined with our diverse staff and project experience, allows us to take projects from the planning stages through construction while representing our clients' best interest. We have provided services in Florida for more than 40 years and believe our local expertise can provide the City with the level of experience and innovation that has been our hallmark since 1925.





TEAM OVERVIEW/HISTORY

Teaming Partners/Sub-consultants

In an effort to provide the City with all the services as specified in the RFQ, we will augment our services with the following firms:

DAG Architects, Inc. was founded in 1981, DAG Architects Inc., (DAG) is recognized as a leader throughout the state for contributions to the design of the area's built environment. DAG currently has a staff of 36, with 17 licensed architects, 12 graduates of accredited architectural schools who are not yet licensed, 3 construction administrators, and 4 administrative personnel. Five of these individuals are also LEED Accredited Professionals. DAG has four offices in Florida including Destin, Tallahassee, Pensacola, and Panama City. DAG will perform their services for this project from their office in Panama City, Florida.



TSW | Planners | Architects | Landscape Architects (TSW) is an Atlanta, Georgia based full-service planning, architecture, and landscape architecture design firm with approximately 30 full-time employees. Maintaining a small office size allows our principals to be hands-on in every aspect of a project and allows for more multidisciplinary collaboration. TSW works throughout the Southeast and in the Caribbean on projects, including downtown master plans, comprehensive plans, corridor studies, coding and guidelines, mixed-use developments, multifamily, civic buildings, ecclesiastical, townhouses, park and recreation facilities, and streetscapes. Our design philosophy is guided by a commitment to developing sustainable places for future generations. We design tailored solutions for each project and focus on an approach grounded in collaboration, relationships, and trust between TSW, our clients, and area stakeholders.



Smith Seckman Reid, Inc., is a 100% employee-owned engineering and consulting firm that believes in putting people first. You are the driving force behind our dedication to providing engineering, commissioning, sustainability, and technology solutions. Leveraging our more than 50 years of expertise, we're focused on providing exceptional client experiences. We know that your successes are our successes — and we intend to succeed.



NOVA Engineering & Environmental, LLC (NOVA) Established in 1996, NOVA was originally founded to provide Environmental Consulting, Geotechnical Engineering, and Construction Materials Testing and Inspection services to the design and construction community. Currently, NOVA employs 370+ personnel in 16 offices serving clients throughout the southeastern United States and beyond. Their professional staff consists of registered engineers, geologists, scientists, certified industrial hygienists, ICC inspectors, building officials, laboratory specialists, NICET-certified technicians, AWS-certified welding inspectors, and specialty consultants.



SCS Engineers, Inc., is an environmental consulting and contracting firm founded in 1970 that serves public and private clients across the nation and around the world. Their core capabilities are in solid and hazardous waste management, energy, remediation and environmental compliance. SCS Engineers specializes in the assessment, design, permitting, construction, operation and maintenance, and monitoring of sustainable environmental solutions and facilities. They have offices in Jacksonville, Orlando, Tampa, West Palm Beach and Miami, Florida.





TEAM OVERVIEW/HISTORY

Gulf Coast Professional Surveying, LLC, is a full service land surveying and geomatics firm specializing in the surveying, mapping, subdivision planning and design, and construction management of municipal, public works infrastructure, transportation, commercial, industrial, institutional, coastal and water resources related projects. GPS LLC has been providing professional services to public and private clients throughout the Southeast United States since March 2010. We are located in the Northwest Florida panhandle on the shoreline of the World's Most Beautiful Beaches and have established an exceptionally strong reputation as one of the top land surveying and geomatics firms along the Gulf Coast States



South Coast Engineers, LLC (SCE) a **DBE firm** based in Fairhope, Alabama, specializes in civil engineering in the coastal environment - coastal engineering, coastal management and applied coastal science. The firm performs services in the planning and design of living shorelines, beach nourishment and other storm damage risk reduction projects, coastal erosion studies and solutions, coastal ecosystem restoration, coastal highways and other infrastructure, coastal wave and circulation modeling, and coastal resilience planning for hurricanes and climate change. SCE mission is to enhance the quality of life along the coast with engineering which appropriately accounts for waves, tides, sand, and ecosystems.



Previous Collaboration

Our Team, who has a vested interest in the improvement of existing facilities and infrastructure within the City of Destin area, has worked together in various capacities on Northwest Florida projects for local municipalities and the FDOT and look forward to working together again through this contract with the City of Destin.

This variety of experience allows the City the knowledge that there's no task we can't provide services for under this contract, as shown on the following pages. This team commits that the personnel shown throughout this submittal will be immediately available for task order assignments upon notice to proceed. We are ready to get to work in the **World's Luckiest Fishing Village**.

We have included on the following pages our Team's qualifications to provide the services highlighted as part of the scope of services anticipated within the RFQ. A detailed approach to this type of contact can be found in behind the Project approach tab of this submittal.

FDOT Pre-qualification

Many of our Team members are pre-qualified to provide services for FDOT in a variety of categories from roadway to bridge design to CEI.

As specifically called out in the RFQ we have the following firms pre-qualified in work type 3.1 with FDOT Pre-qualification letters, where applicable provided within the licenses/certification section of our qualifications package.

- ▼ Volkert, Inc.
- ▼ Smith Seckman Reid, Inc.



TEAM OVERVIEW/HISTORY

Qualifications to Provide Scope of Services

We understand that this type of contract could include a wide range of services and we have developed a team that has the capacity, experience and knowledge to be able to handle any tasks assigned under the contract. Throughout our history, **Volkert** has served municipal and local government needs, often in the context of “stand-by” or “on-call” master contracts. In these kinds of contracts, we understand the importance of functioning as an extension of municipal department staff, of being flexible and responsive, and of providing timely and accurate service when called upon.

We offer our commitment to work as a partner with the City, to serve the citizens of Destin and enhance public facilities throughout the area. We have reviewed the list of services sought and submit our qualifications for the following:

- ▼ Civil Engineering/Roadway Design Services
- ▼ Computer Consulting
- ▼ Electrical Design
- ▼ Environmental Compliance/Permitting
- ▼ Geotechnical
- ▼ Hazardous Waste
- ▼ HVAC
- ▼ Hydrogeological
- ▼ Mechanical
- ▼ Solid Waste
- ▼ Structural Design
- ▼ Surveying & Right-of-Way Mapping
- ▼ Athletic/Recreational Field Design/Planning
- ▼ Architectural Services
- ▼ Landscape Architecture
- ▼ Transportation/Traffic
- ▼ Planning/Site Design
- ▼ Mapping/GIS Services
- ▼ Construction Management
- ▼ Construction Engineering Inspection (CEI)
- ▼ Coastal Engineering

As shown on the following pages the Volkert team has the expertise, breadth, and depth to address the variety of potential assignments encompassed in this contract. We commit to the City of Destin that we will mobilize resources immediately upon notice to proceed.

Civil Engineering/Roadway Design

Throughout **Volkert's** history, we have been a significant contributor to development throughout the Southeast United States, primarily for the various local municipalities and State DOT's. Our civil design services include:

- ▼ Feasibility studies
- ▼ Site design
- ▼ Capacity analyses
- ▼ Environmental studies
- ▼ Conceptual plans
- ▼ Lighting
- ▼ Intersection improvements
- ▼ Industrial parks
- ▼ Field survey
- ▼ Aerial mapping
- ▼ Signing plans
- ▼ streetscaping
- ▼ Pedestrian improvements
- ▼ Traffic signal plans
- ▼ Intelligent Transportation System (ITS)
- ▼ Bridge design
- ▼ Drainage studies/design
- ▼ Utility design
- ▼ Hydraulic design (bridge and roadway)
- ▼ Roadway/city street design
- ▼ Bike paths/pedestrian facilities
- ▼ Survey/ROW mapping

Our experience in developing construction plans allows Volkert to account for potential impacts during the conceptual design phase including constructibility and environmental avoidance issues. From simple site development projects to multi-discipline complex design projects, Volkert's approach to design revolves around our desire to use our wealth of experience to satisfy our clients' needs - on time and within budget. Volkert's accomplishments are a result of the daily involvement of senior management, a company-wide commitment to quality, and dedicated professionals.

Volkert's years of experience in engineering design throughout the southeast has provided us with a unique and valuable asset – a vast resource of design details and cost estimate databases that can be drawn upon to determine the best possible project approach and schedule. We maintain a large, permanent staff of design professionals, so we have ample in-house resources for peer review and quality control.



TEAM OVERVIEW/HISTORY

Computer Consulting

SSR provides clients with technology and equipment planning so as to automate processes as applicable as well as to upgrade existing systems. Some of their services include equipment planning, communication system design, security consulting, audiovisual design, procurement of equipment, transition planning and move management.

Electrical Engineering

Volkert's electrical experience includes power distribution systems, building power and lighting systems, communications, airport runway and taxiway lighting systems, roadway lighting, and emergency generators. Volkert provides our clients with analysis, design, construction inspection and start-up assistance for all types of electrical projects. Volkert is well known for our expertise in street, roadway, and interchange lighting. In addition to the lighting projects previously listed, Volkert also provides both interior and exterior lighting for plants, warehouses, parking lots, ballparks, laboratories, and emergency power stations/generator systems. Our lighting design includes the use of the latest in computer lighting design programs. These programs provide accurate photometric modeling and are capable of providing a three dimensional view to show the finished product.



Environmental/Permitting

Since the 1970's **Volkert** has promoted sound engineering concepts that are sensitive to the preservation and restoration of the environment. We take a proactive approach — monitoring regulatory developments, assessing the impacts of human activities on natural resources, and providing solutions that satisfy the requirements of owners, regulators, and the public. For more than two decades, our dedicated group of ecologists, biologists, geologists, GIS specialists, environmental scientists, and environmental engineers have provided a full complement of environmental services that balance regulatory requirements, client goals and cost efficiency.

Volkert's environmental scientists are ready to assist in the studies and documentation necessary to satisfy the concerns of both regulatory agencies and the public. We pride ourselves in using innovative technology as the key to addressing the needs of our clients in sensitive environmental areas. Volkert's experience, coupled with our creativity in looking for solutions, allows us to provide programs and alternatives tailored to our client's unique needs.

This includes:

- ▼ environmental studies
- ▼ environmental documentation
- ▼ federal, state, and local permitting
- ▼ agency compliance
- ▼ wetland delineation, permitting, restoration, and creation
- ▼ habitat creation/restoration
- ▼ groundwater resource management
- ▼ water quality management
- ▼ ecological services
- ▼ cultural resources
- ▼ threatened and endangered species surveys

Geotechnical

NOVA will lead these efforts utilizing their personnel and laboratory in the Pensacola area. Established in 1996, NOVA was founded to provide environmental consulting, geotechnical engineering, and construction materials testing and inspection services to the design and construction community primarily in the Southeast United States. NOVA's staff includes: engineers, geologists, foundation/geotechnical engineers, engineering technicians, materials testing engineers and technicians, laboratory specialists and environmental scientists. NOVA maintains full-service laboratories capable of completing all required soil, rock, aggregate, concrete, and asphalt test necessary for detailed engineering analyses and evaluations.



TEAM OVERVIEW/HISTORY

Hazardous Waste

Releases or threatened releases of hazardous substances, and the management of hazardous wastes, are subject to a complex web of EPA regulations issued under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, also called Superfund) and Subtitle C of the Resource Conservation and Recovery Act (RCRA). **SCS Engineers** provides expert regulatory compliance and remediation assistance to our clients. Their professionals understand the regulations and what they mean to infrastructure projects.

HVAC

It comes at no surprise that the biggest energy and cost drain is the HVAC system. Energy recovery is an option to save on HVAC costs for organizations using a direct exchange system that's increasingly being written into building codes and ASHRAE standards. **SSR** is able to look at a facility or area and determine required HVAC operating parameters required, review operating practices and perform risk assessments, and focus on energy recovery systems that can cut energy use significantly over the life of the facility.

Hydrogeological

NOVA has extensive project experience providing hydrogeological data and geotechnical soil design parameters to assist in the design of stormwater management systems (SMS). They are well versed of the geotechnical engineering requirements as set forth in North West Florida Water Management Department's Environmental Resource Permit Applicant's Handbook.

Mechanical

SSR's mechanical engineers design high performance building systems that enable owners to operate their facilities efficiently and sustainably. Their services include

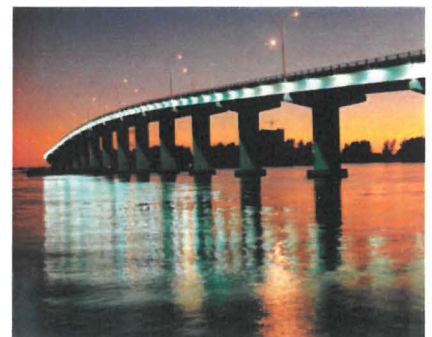
- ▼ Energy Life Cycle Cost Analysis
- ▼ Central and District Energy Plants
- ▼ High-Performance Building Systems
- ▼ Control and Energy Optimization Systems
- ▼ Energy Modeling, Auditing, and Thermal Mass Studies
- ▼ CFD Analysis
- ▼ Ground Source Systems
- ▼ Radiant Heating and Cooling
- ▼ Cogeneration
- ▼ Heat Recovery Systems
- ▼ Piping Stress and Hydraulic Analysis

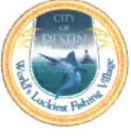
Solid Waste

Taken together, the collection, recycling, and disposal of solid waste are among the costliest of municipal services. Waste handling is also becoming more expensive because of recycling mandates, tighter landfill standards, and unstable markets for recyclable materials. The careful planning and implementation of solid waste management programs are high priorities for government and industry. **SCS Engineers** offers comprehensive integrated planning services to assist in achieving your goals in integrated waste management. SCS offers technical expertise as well as the economic and regulatory experience to help program managers develop effective integrated waste management programs while keeping an eye on the bottom line.

Structural Design

For the past 70 years, **Volkert** has been involved in the planning, design, and construction of bridge structures. Our experience covers a wide range of bridge types, including steel and concrete structures for low and high-level fixed spans, medium-level bascule bridges, long bridges over water, elevated urban interstates, multilevel interchanges as well as bridges across navigable waterways. Volkert has received regional and national recognition for innovative bridge design concepts and the application of unique construction processes, and is the recipient of state and national awards for bridge design.





TEAM OVERVIEW/HISTORY

Our structural engineering services include:

- ▼ new bridge design
- ▼ bridge repair/rehabilitation/replacement
- ▼ feasibility studies
- ▼ hydraulic studies
- ▼ non-destructive testing
- ▼ structural inspections
- ▼ scour inspection/analysis
- ▼ fender system repair
- ▼ damage assessments
- ▼ fracture critical member study/inspection/reports
- ▼ emergency repairs/rehabilitation

Surveying

GCPS land surveyors have extensive experience in the Gulf Coast States with an average experience of over 25 years. They currently employ licensed Professional Surveyors registered in the State of Florida, State of Alabama, and State of Mississippi. We are exceptionally experienced in working on federal military reservations across the United States, and municipal projects spanning the Southeast.

GPS prides itself on the commitment to maintaining a complete knowledge of the practice of surveying and the new technologies as they emerge. Continuing Education and Training Seminars are a routine standard for every licensed professional. GPS now uses Robotic Total Stations and a wireless/baseless Real Time Kinetic (RTK) GPS surveying system for all Global Positioning System surveying applications.

Athletic Field/Recreational Plan/Design

The sports and entertainment market creates the perfect convergence of technology, entertainment, and design. Both **Volkert** and **SSR** will work to provide these services for the City. Both bring unique qualifications and experience to these type of venues that often require everything from site design, drainage, parking to layout and design of athletic fields, restrooms, concession stands, scoreboard/announcing booths, and electrical design services. These facilities often require flexibility to host concerts, tournaments, games, and other diverse events.



For over 20 years, Volkert has provided program management services for vertical improvements including recreational facilities such as sports parks, as well as educational facilities in Florida, Alabama, and Louisiana. We are currently providing Program Management services for a multi-sport complex in Daphne, Alabama as well as providing similar services for recreational parks for the City of Birmingham, as highlighted in our experience section.

Recreational facilities are a great place to embrace green and sustainable solutions, from energy and water management to food sustainability and waste management. By being involved in the venue planning process from the beginning, SSR is continually excited to be part of the conversations that drive sports and entertainment facilities towards higher performance and sustainability.

Architect

DAG Architects is the largest architectural firm in the Florida Panhandle and has designed projects across the Southeast and Caribbean. They have a team of specialists - landscape architects, designers, civil engineers, and others - who collaborate on the development of parks, recreational spaces, retail and hospitality spaces, education and healthcare facilities, government and public spaces and mixed use sites.

Considerations for sustainability are central to the way DAG approaches their work, they have 8 employees on staff that are LEED accredited professionals. Many of DAG's projects are located in "new urbanism" developments, which focus on alternative transportation systems, maximizing open space, natural site development, and the use of native landscaping materials, and utilizing these concepts is common throughout all our work.



TEAM OVERVIEW/HISTORY

Landscape Architect

TSW is a full-service planning, architecture, and landscape architecture design firm with approximately 30 full-time employees. Maintaining a small office size allows our principals to be hands-on in every aspect of a project and allows for more multidisciplinary collaboration. TSW works throughout the Southeast and in the Caribbean on projects, including downtown master plans, comprehensive plans, corridor studies, coding and guidelines, mixed-use developments, multifamily, civic buildings, ecclesiastical, townhouses, park and recreation facilities, and streetscapes. Their design philosophy is guided by a commitment to developing sustainable places for future generations. TSW designs tailored solutions for each project and focus on an approach grounded in collaboration, relationships, and trust between TSW, our clients, and area stakeholders.

Transportation/Traffic Engineering

Traffic engineering provides for the safe and efficient movement of people and goods using cutting edge technology to maximize existing and future transportation infrastructure. **Volkert** has expertise in traffic engineering design, transportation planning/ studies and Intelligent Transportation Systems (ITS). Staff design traffic control devices for vehicles and pedestrian traffic, evaluate traffic safety and provide recommendations for improved safety measures. Expertise includes transportation management plans for phased construction projects and Intelligent Transportation Systems (ITS) to help coordinate, integrate and operate traffic systems. Clients include states, municipalities, metropolitan planning commissions, regional planning commissions and private developers.

- ▼ **Traffic Engineering Design** covers traffic signal design, signing plans, pavement marking plans, Transportation Management Plans (maintenance of traffic during construction), roundabout design and traffic engineering design review.
- ▼ **Transportation Planning/Studies** cover capacity analyses, data collection, feasibility studies, intersection evaluations, safety studies, simulation modeling, corridor studies, traffic calming studies, travel-time/delay analyses, travel-demand modeling, parking studies, pedestrian studies and traffic impact study preparation and review.
- ▼ **Intelligent Transportation Systems (ITS) services** include ITS Master Plans, adaptive signal control systems, Advance Traffic Management Systems (ATMS) non-obtrusive vehicle detection systems, system integration, freeway management systems, traffic operation center systems, CCTV, dynamic message signing and shared-lane signals/signing.

Volkert designs all traffic controls in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). We have worked with several state DOT's and local governments in the development of signal plans and have worked with clients to input signal timings into actual controllers. Volkert develops signal timing for isolated intersections as well coordinated timings for groups of intersections in rural as well as urban areas.



Planning/Site Design

For decades, **Volkert** has provided customized urban design and site development services to clients who have entrusted us on a vast range of services – from conducting visioning exercises during the planning process to obtaining construction permits during final design phases. Our engineers and environmental scientists collect and evaluate relevant data in order to make recommendations for permitting, zoning, master planning, engineering, and construction for major projects of all types. We are accustomed to the procedures of local, state, and federal regulatory agencies, and working with our clients to build consensus for their projects, secure necessary permits, and begin construction.

Volkert's site development services and experience range from master planning for municipal park projects to large scale master planning for regional areas.



TEAM OVERVIEW/HISTORY

Volkert's staff of planners and engineers offers a multidisciplinary planning team with in-depth expertise in both rural and urban planning and design, transportation planning, and community redevelopment and revitalization projects. Our team has experience providing project programming, scheduling, ADA compliance assessments, all while establishing and adhering to budgets. Building effective "complete streets" with bicycle and pedestrian accommodations enhances quality of life and health, strengthens communities, increases safety for all modes of transportation, reduces congestion, offers recreational opportunities, and benefits the environment.

SSR will assist with these services.

Mapping/GIS

Volkert's Mapping/GIS services consist of data collection, project coordination, post-processing and final deliverables for a variety of projects in which include corridor studies, environmental assessments and infrastructure repair projects. Volkert uses state-of-the-art technology to provide geographic solutions to address engineering, environmental, and developmental concerns. On several of our recent projects, we have demonstrated geographic information systems (GIS) technology leadership and experience in integrating GIS into environmental, engineering, utility, and planning projects.

TSW will assist in these services and strongly believes in the power of marketing and graphic techniques to convey concepts, achieve consensus, and get people excited about ideas as part of the public engagement effort in the planning and design process. We employ a variety of these techniques as part of every project, including perspective renderings, AutoCAD street, and building sections, SketchUp 3D modeling, ArcGIS mapping, Revit and Lumion computer-generated renderings, Photoshop before and after renderings, PowerPoint presentations, and visual preference and community surveys.

Construction Management/CEI

Managing multiple construction programs with limited budgets and personnel resources can be a challenging task. **Volkert's** program/construction management teams provide clients an effective workforce multiplier for delivering efficient and cost-effective capital improvement programs. Our multi-disciplined staff includes Certified Construction Managers (CCM), Certified Professional Contracts Managers, and experienced Design-Build Professionals. Working as your representative, we help execute your vision by providing the coordination, planning and management expertise needed to control costs, maintain schedules and deliver construction quality. Volkert has designed countless city parks, multi-use recreational facilities, and natural walking trails with an attention to detail that focuses on maximizing the space available as well as preserving the environmental integrity of the site.



Coastal Engineering

South Coast Engineers performs services in the planning and design of coastal highways and bridges, bay and beach erosion solutions including living shorelines, coastal ecosystem restoration, coastal structure design, and hurricane damage analysis and prevention. Dr. Scott Douglas, is the Author of the Federal Highway Administration's (FHWA) manual entitled Highways in the Coastal Environment, Hydraulic Engineering Circular HEC-25, 2nd ed., 2007 and Hydraulic Engineering Circular No. 25, vol. 2 entitled Highways in the Coastal Environment: Volume 2: Assessing Extreme Events, 2014. He has experience throughout the Gulf Coast and in the Florida Panhandle and will be an instrumental part of any coastal engineering assignments.



TEAM OVERVIEW/HISTORY

Additional Services

In addition to the services highlighted in this submittal **Volkert** has the capacity to assist with the following should the City feel the need.

- ▼ Water/Wastewater/Utility Design
- ▼ Studies/Evaluations to justify projects
- ▼ Public Involvement
- ▼ Grant Funding Assistance

Business Address To Lead the Project

As part of this project Volkert understand the importance of working with local firms, like ourselves, who work, play, and call Northwest Florida home. These firms have knowledge of the needs of the City and a vested interest in improving the infrastructure used by citizens, family, friends and coworkers on a daily basis.

The services for this project will be led from Volkert's Panama City Beach office, at the address below, an hours drive from the City's offices on Indian Bayou Trail. We are committed to doing work for the City of Destin and feel that this contract will allow the City to best utilize the years of expertise our Team brings to the area.

14101 Panama City Beach Parkway, Ste 190
Panama City Beach, FL 32413

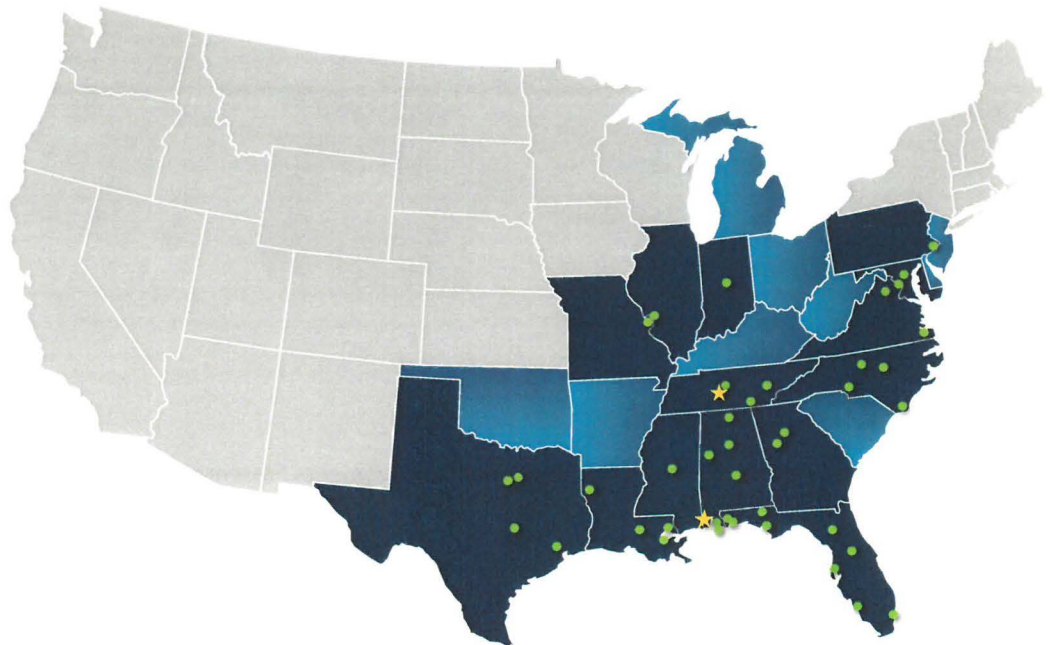
WHY CHOOSE THE VOLKERT TEAM?

Volkert is a multi-disciplined engineering and environmental consulting firm that has developed a highly experienced team to provide services to the City of Destin as part of this continuing services contract. We believe that the qualifications shown on the previous pages highlight that we have the qualification and expertise to provide any task that could be assigned under this contract.

Our Team understands the importance of functioning as an extension of the City staff, of being flexible and responsive, and providing timely and accurate service under these type of continuing services contracts.

We recognize that the City will NOT allow substitutions of key project members during the contract period without written agreement of the City prior to that employee working on any task assignments.

We commit to the City that this team will be immediately available upon notice to proceed.





EXPERIENCE OF THE TEAM

Similar Project Experience

Volkert's qualifications address all the services anticipated for this contract based on the scope and experience with similar continuing services contracts. Volkert has completed numerous similar projects and a sample of some of these projects are included on the following pages.

Detailed descriptions of projects from the last 10 years that highlight our experience with similar projects can be found on the following pages.

JEFFERSON STREET CORRIDOR-GARDEN STREET TO GOVERNMENT STREET- CONCEPTUAL PLAN AS A SUB TO JERRY PATE DESIGN FOR THE CITY OF PENSACOLA - DOWNTOWN IMPROVEMENT BOARD

Volkert along with Jerry Pate Design developed a Conceptual Plan for improvements to the Jefferson Street corridor, from Garden Street to Government Street, for the City of Pensacola Downtown Improvement Board. The project included looking at proposed roadway, pedestrian, landscaping, parking and drainage improvements. The drainage improvements included green infrastructure components that included pervious paver systems, biofiltration systems and rain gardens.

Volkert along with Jerry pate Design presented the concepts to the City of Pensacola Downtown Improvement Board for project implementation.

Completed in 2017



Proposed Improvements Presented



EXPERIENCE OF THE TEAM

SR 30/US 98 AT CR 30A EAST INLET BEACH PEDESTRIAN CROSSING IN WALTON COUNTY, FLORIDA FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

This pedestrian underpass project primarily consists of an underpass on the east side of the intersection of SR 30 (US 98) with CR 30A. The underpass will consist of a box culvert type structure with a minimum width and height of 12' and 8', respectively. The structure will be located near the Shades restaurant on the south and near the Donut Hole restaurant on the north. The typical section on SR 30 (US 98) is an urban section consisting of 12' travel lanes and 4' bicycle lanes separated by a 46' grassed median.

Volkert is preparing construction documents including civil and structural design, plans, specifications, analysis, calculations for this project. Electrical design was also provided within the underpass and along the ramps.

The underpass will be connected to adjacent sidewalks/paths with stairs and ADA ramps. All aspects of the underpass and ramps to the underpass will meet FDOT Design Manual and ADA criteria (including any needed handrails). Existing travel lanes, auxiliary lanes, median crossovers, paved shoulders, sidewalks, and multi-use paths that are disturbed by construction phasing will be upgraded or restored to the current configuration.

Estimated completion Nov 2019



Before (L) and after (R) renderings of project area are shown above.



EXPERIENCE OF THE TEAM

PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY FOR SR 30 (US 98) GREGORY STREET AND BAYFRONT PARKWAY AT THE 17TH AVENUE INTERSECTION IN ESCAMBIA COUNTY, FLORIDA FOR FDOT, DISTRICT THREE

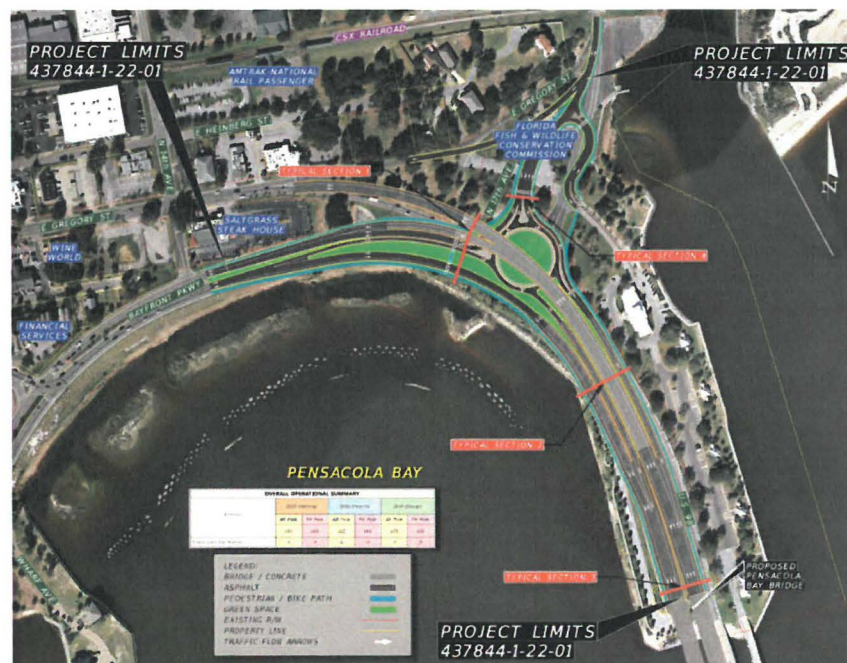
The project is to conduct a PD&E Study for intersection improvements from the intersection of SR 196, Bayfront Parkway and SR 30/US 98, East Chase Street to the intersection of 17th Avenue and SR 30/US 98, Bayfront Parkway including the intersection and operation of SR 30/US 98, Gregory Street and SR 30/US 98, Bayfront Parkway in Escambia County, Florida. The project will require coordination with nearby projects including the Pensacola Bay Bridge Replacement. This route is a critical east/west roadway in Escambia County that serves as a hurricane evacuation route for Gulf Breeze residents. Alternatives considered will increase overall intersection capacity, safety, traffic flow and Level of Service (LOS) while accommodating improvements to the new Pensacola Bay Bridge. All alternatives will include bicycle lanes and sidewalks, where applicable.

Volkert will analyze and assess capacity needs and improve the flow of traffic at level of service D or higher. Volkert's services will include environmental and engineering studies, traffic analysis and simulations, including consideration of all social, economic, environmental effects, and mitigation as required by the PD&E Manual, along with the required environmental documents, engineering reports, preliminary plans and public meetings required for a PD&E Study.

This is a unique study/intersection design in that the apparent selected alternative is an elevated/grade separated west bound US 98 over a single lane roundabout designed to accommodate an additional lane in the roundabout. This alternative was "selected" from other alternatives which included a single lane flyover as well as modified "Single Point Urban Interchange" (SPUI).

The required PD&E process includes concept development, environmental studies and documentation, design traffic technical report, public involvement, and ultimately completes the National Environmental Policy Act (NEPA) documentation for project advancement. The anticipated Class of Action (COA) is a Type II Categorical Exclusion.

Completed in 2018.





EXPERIENCE OF THE TEAM

PEA RIDGE CONNECTOR IN SANTA ROSA COUNTY, FLORIDA FOR THE SANTA ROSA COUNTY BOARD OF COMMISSIONERS

The Pea Ridge Connector will provide a roadway collector connecting U.S. Highway 90 and Hamilton Bridge Road approximately 1.7 miles. This new roadway connector will provide traffic relief to the surrounding north-south connector roads. The roadway will be constructed along an 80-foot right-of-way that has been obtained by SRC. The roadway will require a new signalized southbound approach at the existing intersection with U.S. Highway 90 and Santa Villa Drive. The roadway will commence at this modified intersection and continue northerly along the newly obtained right-of-way. The roadway will terminate approximately 1,000 feet east of Guy Lane at Hamilton Bridge Road with a new signalized intersection.

Volkert was responsible for the development of planning and design for the connector roadway which consists of the design of a 2-lane divided rural roadway section and a 4-lane divided rural section along the designated right-of-way with a design speed of 35 mph. Santa Rosa County will decide whether to build the 2-lane section or 4-lane section based on traffic studies, recommendations and budget. The roadway will include turn lanes, to accommodate schools and future development needs and signalized intersections where necessary. The project involves providing planning, surveying, geotechnical services, traffic engineering, utility design/coordination, environmental permitting, drainage analysis/improvements, signal design, complete design plans, property acquisition assistance, value engineering study, construction estimates and bidding assistance.

Estimated for completion Jan 2020.



Photos taken during initial field review prior to completion of improvements



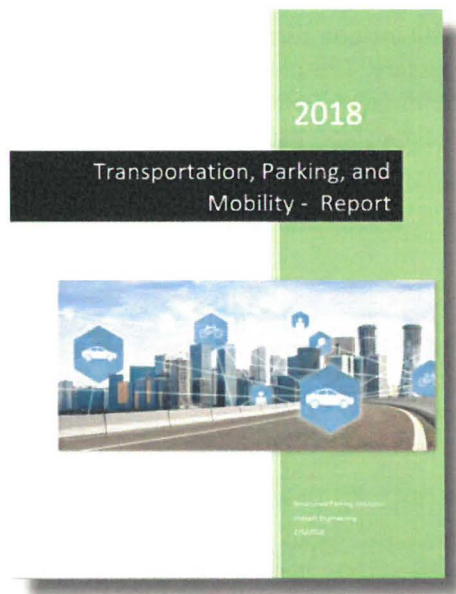
EXPERIENCE OF THE TEAM

TRANSPORTATION, PARKING AND MOBILITY- SITE EVALUATION AND MASTER PLAN AS A SUB TO STRUCTURED PARKING SOLUTIONS FOR THE CITY OF PENSACOLA- DOWNTOWN IMPROVEMENT BOARD

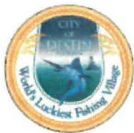
Volkert as part of the Structured Parking team reviewed transportation, parking and mobility in the Pensacola Downtown area for the Downtown Improvement Board to develop master plans. The project reviewed all aspects of transportation and mobility, including vehicles, rideshares, ferry, transit, pedestrians and bicycles. The project included extensive public involvement and meeting with stakeholders to receive input.

Volkert along with Structured Parking Solutions presented the report findings to the City of Pensacola Downtown Improvement Board for project implementation.

Completed in 2018



Pensacola DIB Parking District Map



EXPERIENCE OF THE TEAM

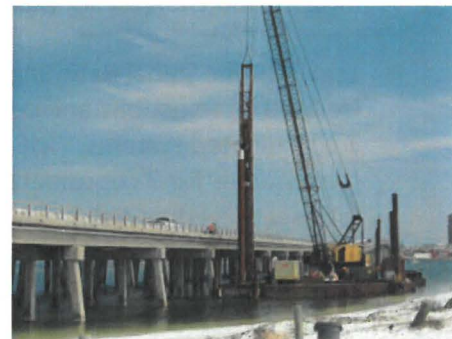
DISTRICTWIDE MISCELLANEOUS STRUCTURES DESIGN FOR FDOT

These projects consist of assisting FDOT Structures Department in the creation of bridge design plans for bridge replacements, bridge rehabilitations, and safety improvements throughout District Three. Volkert was responsible for reviewing plans, reviewing shop drawings, designing bridges, creation of bridge development reports (BDR), participating in Value Engineering Studies, providing construction assistance, and any other services requested by the Department. Volkert held this contract since 2001 - 2018 resulting in the following projects:

Design and development of bridge rehabilitation plans for the CR 146 Bridge over the Aucilla River in Jefferson County, Florida—The project consisted of designing crutch bents for the intermediate bents which all had severely deteriorated timber piles. The crutch bents consisted of steel piles that were driven outside of the fascia of the bridge with a steel cap that spanned the entire superstructure width. Volkert's services included production of electronic plans including approach guardrails and incorporating rail replacement plans produced by the Department, quantity computations, specification package and reviewing shop drawings.



Design and development of bridge rehabilitation plans for the S.R. 30 (US 98) Bridge over East Pass in Okaloosa County, Florida— The project consisted of designing crutch bents for six intermediate bents that were experiencing settlement as evidenced by cracking in the existing concrete bent caps. The crutch bents were designed with steel plate girder caps that were coated with a special zinc metallization to prevent corrosion due the extremely aggressive environment. The foundations consisted of the first use in District 3 of open ended pipe piles. The open ended pipe piles are considered a low displacement pile and were used to limit the amount of disturbance to the existing foundation. Volkert's services included structural design, electrical design, and traffic control.



Bridge design for CR 65D over Telogia Creek—Volkert prepared a BDR that determined the type and length of bridge that should replace the existing 170-foot, metal arch pipe culvert over Telogia Creek. Volkert then designed the bridge replacement, which is a 240-foot, Type II AASHTO bridge with prestressed beams.

SR 95 (US 29) Over Pine Barren Creek in Escambia County, Florida—The bridge design was for a 320-foot-long reinforced concrete flat slab on a 4-lane, divided rural roadway. Services provided include plans and specifications for replacing the expansion joints on both the southbound and northbound bridges and installing a thrie beam retrofit on the southbound bridges. The construction plans included typical sections, drainage structures, cross sections, traffic control, signing and pavement markings, and assistance with the permit and utility coordination.



Minor bridge replacement on CR 269B over Yon Creek, Gadsden County, Florida—The new Yon Creek Bridge will be a 3-span, 102-foot, reinforced concrete, flat slab bridge that will replace the existing 5-span, 77-foot, timber bridge. Bridge design was completed following the AASHTO LRFD Bridge Design Specifications and Florida Structures Design Guidelines.



EXPERIENCE OF THE TEAM

AREA WIDE TRAFFIC SIGNAL COORDINATION IN PENSACOLA FOR THE CITY OF PENSACOLA

The project included traffic signal evaluations and retiming services on selected signals in Escambia & Santa Rosa Counties. Retiming services involved varying levels of analyses ranging from inspecting intersections to developing coordinated signal timings for multiple signals. Service levels were assigned for each intersection.

- ▼ Year 1 Traffic Signal Retiming: 45 Intersections-36 in Escambia Co. & 9 in Santa Rosa Co. Included isolated intersections and coordinated intersection. The project included completing over 100 side street delay studies, six travel time studies for coordinated timing implementation, implementation of one new coordination timing plan.(2008)
- ▼ Year 2 Traffic Signal Retiming–85 Intersections-68 in Escambia Co. & 17 in Santa Rosa Co. Included isolated intersections and coordinated intersections. The project included completing traffic counts for Average Daily Traffic (ADT) volumes for five coordinated systems, eight hour turn movement counts (TMC) at 37 intersections, side street delay studies at all 85 intersections, travel time studies for peak hours for the five coordinated systems, and completed an analysis for Pedestrian Signal times at all intersection cross walks. (2009/2010)
- ▼ Year 3 Traffic Signal Retiming–86 Intersections-67 in Escambia Co. & 19 in Santa Rosa Co. Included isolated intersections and coordinated intersections. The project included traffic counts for ADT on 7 coordinated systems, TMC at 25 intersections, side street delay studies at 20 intersections, travel time studies for 7 coordinated systems, and completed an analysis for Pedestrian Signal times at all intersection cross walks. (2010/2011)
- ▼ Year 4 Traffic Signal Retiming–67 Intersections-58 in Escambia Co. & 9 in Santa Rosa Co. Included isolated intersections and coordinated intersections. The project included traffic counts for ADT on 8 coordinated systems, TMC at 39 intersections, delay studies at 30 intersections, travel time studies for 8 coordinated systems, and completed an analysis for Pedestrian Signal times at all intersection cross walks.(2011/2012)
- ▼ Year 5 Traffic Signal Retiming–72 Intersections-41 in Escambia Co. & 31 in Santa Rosa Co. Included weekend coordinated timings and week day timings. The project included traffic counts for ADT on 6 coordinated systems for weekday timing plans, TMC at 42 intersections for weekday and weekend peak hour counts and 30 intersections for weekend peak hour counts, travel time studies for 6 coordinated systems for weekday conditions, and completed an analysis for Pedestrian Signal times at all intersection cross walks.

Contract: 2008-2012





EXPERIENCE OF THE TEAM

SIDEWALK IMPROVEMENTS FOR KING MIDDLE SCHOOL AND GLOVER LANE IN SANTA ROSA COUNTY, FL FOR THE SANTA ROSA COUNTY COMMISSION

The Glover Lane sidewalk project provided sidewalks to allow additional pedestrian/student access along Glover Lane from Hamilton Bridge Road to Hobbs Middle School along Glover Lane. The King Middle School sidewalk project provides sidewalks to provide additional pedestrian/student access to King Middle School along Rosasco Street, Byrom Street and King Street. The King Middle School project also includes R/W Acquisition in order to construct the proposed sidewalk.

The project also included the development of construction plans in accordance with FDOT design standards and the Florida Greenbook and ADA requirements. Volkert provided engineering design and specifications, construction estimates and real estate acquisition services. This project was completed using FDOT LAP funds. NOVA provided Geotechnical engineering services under this contract for Volkert. The design and R/W acquisition services are complete and county is awaiting a letting date.



Photos are prior to construction of improvements



EXPERIENCE OF THE TEAM

STILLBROOK DRAINAGE IMPROVEMENTS/DRAINAGE BASIN MODELING IN ESCAMBIA COUNTY FOR THE ESCAMBIA COUNTY COMMISSION

The project consisted of professional services for drainage improvements to Stillbrook Road to repair or replace the existing culverts at Quiet Creek which failed in multiple locations during the April 2014 storm events creating pot holes and sinkholes throughout the roadway. The project requires replacement of the triple 72" CMP culverts and roadway repairs along Stillbrook Road that were damaged by the April 29th and 30th 2014 rainfall event. Stillbrook Road is located north of Nine Mile Road and East of Guidy Lane and is located in the Carrollwood subdivision. Stillbrook Road is part of the Scenic Hills Drainage Basin and crosses Quiet Creek in the vicinity of the existing culvert. Quiet Creek flows to the northeast where it eventually outfalls to Thompson Bayou.

Volkert provided professional engineering and environmental services including development of final construction plans (including alignment, roadway cross-section, drainage structures & cross-section, etc.), wetland permitting, public involvement, property acquisition assistance, geotechnical, and surveying services.

Volkert also reviewed and updated the existing ICPR model for the drainage basin. This drainage repair project was funded by FEMA. NOVA served as geotechnical engineering sub to Volkert

Completed in 2015.

Before and after photos shown





EXPERIENCE OF THE TEAM

DEVELOPMENT OF THE PENSACOLA BEACH CONGESTION MANAGEMENT PLAN IN PENSACOLA, FL FOR THE ESCAMBIA COUNTY COMMISSION

The project included the development of a Congestion Management Plan, Capital Improvement Program, and development of construction plans for several short term projects, and design and permitting of the long term improvements including several parking lots and the proposed roundabouts and pedestrian underpasses on Pensacola Beach the Pensacola Beach area in Escambia County, Florida.

The project consisted of an update to the Congestion Master Plan as well as development of short-term improvement concepts and construction plans to immediately alleviate congestion in the area. Additionally, the project involved the development of a capital improvement plan for long-term improvements along the corridor to improve beach access and alleviate traffic congestion in the area. The project has a very involved public involvement component that includes one-on-one meeting and several large public involvement meetings in order to obtain public input on all components of the project. The short-term improvement projects included:

- Complete design plans for the Ingress/Egress to Circle K Parking Area
- Complete Design Plans for the Ingress/Egress to the Casino Beach Parking Area including design of a Coordinated Pedestrian Signal
- Transit Analysis and Feasibility Study
- Evaluation of the Existing Traffic Signal and Timing including recommendations
- Conceptual Design of Pedestrian Improvements
- Parking Recommendations for additional areas on the Beach

The Congestion Management Plan designed, analyzed, and recommended long term improvements to the traffic congestion issues at Pensacola Beach, including preliminary planning and cost estimates and the Capital Improvement Plan provided information on available funding to implement the proposed improvements. The Pensacola Beach Congestion Management Plan was adopted by the Escambia County BOCC and Volkert was awarded a design contract to provide construction plans for the recommended improvements.

The long term improvements include 2 roundabouts and the 3 pedestrian underpasses. The roundabouts will provide capacity and functionally improvements for the Via Deluna and Fort Pickens Road intersection and the access to the Casino Beach parking area. The pedestrian underpasses will allow the pedestrian to move throughout the core area and provide connection to the beach and boardwalk with impacting traffic flows. The design of the Long Term Improvements are 90% completed with an anticipated completion date of June 2019.





EXPERIENCE OF THE TEAM

SCENIC HIGHWAY EMERGENCY REPAIR SOUTH IN ESCAMBIA COUNTY, FLORIDA FOR THE ESCAMBIA COUNTY COMMISSION

The project consists of emergency repairs for the reconstruction of Scenic Highway (US 90/SR 10A) south of Scenic Highway Circle in Escambia County. In April 2014, heavy rains and flooding in the area caused significant washout of the roadway and drainage infrastructure in the area resulting in total collapse of portions of the roadway.

The emergency repair project began in May 2014 and included the reconstruction of the road, installation of new drainage features and culverts, installation of guard rails, and construction of stone face wire formed retaining wall system.

Volkert was responsible for development of roadway repair plans, which included the retaining wall, conducting engineering analysis, and cost estimate for repairs. The project included replacing the damaged existing box culvert with a two 54" pipes that include a series of drop structures to reduce the velocity of the water.

Emergency Repair Plans completed May 2014
Roadway reopened to traveling public July 2014



Before



After



EXPERIENCE OF THE TEAM

TEN MILE CREEK STREAM STABILIZATION IN ESCAMBIA COUNTY, FLORIDA FOR THE ESCAMBIA COUNTY COMMISSION

The project consisted of stabilizing approximately 1,900 linear feet of Ten Mile Creek, located in the Eleven Mile Creek Drainage Basin and Perdido Bay Watershed, which was substantially damaged during the April 2014 rain event which severely impacted the stream along the Perdido Bay Watershed.

Volkert provided professional engineering and environmental services including development of construction documents with specifications, watershed assessments, engineering analysis, environmental permitting, NRCS coordination and approval, stormwater design and modeling, and utility coordination. The stream modeling was completed using the existing Escambia County ICPR drainage basin model. This project was funded by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) program and required an aggressive design and construction schedule.

NOVA provided Geotechnical engineering for this project.

Completed in 2015.

Before (top) and construction photos (bottom) are shown





EXPERIENCE OF THE TEAM

JEFF ATEs ROAD INDUSTRIAL SITE CERTIFICATION IN SANTA ROSA COUNTY, FLORIDA FOR THE SANTA ROSA COUNTY BOARD OF COMMISSIONERS

The Santa Rosa County Board of County Commissioners hired Volkert as their consultant to certify a 132.40 site in East Milton through Gulf Power's Florida First Site Program. Volkert worked closely with the Santa Rosa County Economic Development office in performing the work for the site certification. The Gulf Power Florida First sites program is sponsored by Gulf Power and administered by McCallum Sweeney Consulting to provide shovel ready industrial sites with the due diligence complete to businesses looking development opportunities in Florida.

Volkert performed the due diligence for the site certification which involved both engineering and environmental services for the county owned site. This included implementation of a site evaluation and certification program check list in a clear, concise and consolidated manor so it could be provided to potential businesses. The engineering scope included the following services: geotechnical evaluation of the site, master development plan for the site, plan for fully developed parcel within the site, cost estimates and schedules for the site development, coordination and conformation of existing utilities required by the site development, transportation evaluation, design, cost estimates and schedules for required utility extensions and providing draft protective covenants for the proposed development.

The environmental effort entailed a full site review to determine whether the site had any history of existing hazardous material contamination through a full Phase 1 Environmental Site Assessment in full compliance with the ASTM E1527 – 13 standard for Environmental Site Assessment Process. The assessment included a full site history using regulatory agency records and historic aerial photography. Other environmental requirements included field survey of the property for federal and state threatened and endangered species and to obtain concurrence from the US Fish and Wildlife Service and the Florida Fish and Wildlife Conservation Commission confirming the findings and detailing any mitigation requirements for development of the site for the species of concern.

The site was surveyed for the presence of wetlands and letters requesting clearance were sent to the US Army corps of Engineers and the Northwest Florida Water Management District. The agencies confirmed the findings and provided concurrence. Finally, the site was surveyed for archeological and cultural resources. A Historic structures review was also completed. The final report developed for the site was submitted for review by the Florida Department of State and obtained concurrence. Each of the documents and design drawings created for the project were subjected to Volkert's rigorous quality assurance/quality control program review prior to submittal to the agencies the client or the certification company. No issues resulted from the final submittal. NOVA provided geotechnical engineering services under this contract for Volkert.

The Jeff Ates project was completed in August 2014.

Following submittal of the entire document to McCallum Sweeney, their project manager stated:

"The engineering firm (Volkert) that completed the due diligence for Jeff Ates Road did a really good job. Their studies were thorough and easy to read and evaluate. We read a lot of these studies (for both certification and siting projects), and theirs were some of the best I've seen in a while. Please pass the message along that we really appreciate all their efforts!"

- Lindsey M. Myers, Senior Consultant,
McCallum Sweeney Consulting



EXPERIENCE OF THE TEAM

MUSCOGEE ROAD PHASE 2 DRAINAGE IMPROVEMENTS FOR ESCAMBIA COUNTY

The project entailed installation of approximately 5030 LF of reinforced concrete pipe varying in size from 18" to 36". Dewatering, maintaining existing stormwater flows, clearing/grubbing, tree removal, fence removal/replacement, maintenance of traffic, and coordination with utility companies were necessary to install the stormwater system. The project also called for milling and resurfacing, including installation of an asphalt rubber membrane interlayer (ARMI), of approximately 13,900 SY of Muscogee Road, as well as driveway replacements in both concrete and asphalt.

Volkert's services included: daily inspection of the contractor's work for specification compliance; sampling and testing of all materials incorporated into the work; inspection of traffic control, erosion control, and stormwater management; contractor quality control; tracking and documenting contract quantities; processing monthly estimates, work orders, supplemental agreements, and change orders; and preparing the final estimate package for submittal to FDOT.

INTERSECTION IMPROVEMENTS FOR 9TH AVENUE AND AIRPORT BOULEVARD IN PENSACOLA FOR FDOT

The project consisted of widening the intersection for the addition of right-turn lanes, drainage improvements, resurfacing, and upgrading the signal poles to mast arm signal poles. Volkert provided CEI services associated with the intersection improvements including daily inspection of the contractor's work for specification compliance; sampling and testing of all materials incorporated into the work; inspection of traffic control, erosion control, and stormwater management; tracking and documenting contract quantities; processing monthly estimates, work orders, supplemental agreements, and change orders; and preparing the final estimate package for submittal to FDOT.

ANNUAL CIPP SANITARY SEWER REHABILITATION IN ESCAMBIA COUNTY FOR THE EMERALD COAST UTILITIES AUTHORITY

Since 2001, Volkert has provided engineering services to the ECUA and has worked closely with ECUA on projects related to wastewater collection, treatment, and effluent disposal. This annual contract includes developing specifications and contract documents, reviewing pre-qualification submittals, providing bidding services, and assisting ECUA with determining pipes requiring lining, issuing work order listings, and evaluating submittals for an annual cured-in-place pipe sanitary sewer rehabilitation project.

Since 2003, Volkert has provided the design, pre-qualification, bidding, and construction administrative services for ECUA in association with this contract. Volkert also held meetings with key ECUA personnel to develop procedures for ECUA to handle identifying sewer segments requiring work; issued work orders, processed pay estimates, and tracked the contract renewal period. We are proud of our personnel and encourage training and certifications that will allow them to be competitive in the areas that we perform services. These certifications include Inspector training and certification program for Pipeline Assessment Certification Program (PACP), Manhole Assessment Certification Program (MACP), Lateral Assessment Certification Program (LACP), and Cured-in-Place Pipe (CIPP).

This contract is on-going.



EXPERIENCE OF THE TEAM

SIQUENZA COVE SEWER EXPANSION PROJECT FOR THE EMERALD COAST UTILITY AUTHORITY

Design and installation of one (1) 6-foot diameter duplex lift station, approximately 4,500 linear feet of 8-inch PVC SDR-35 sanitary sewer pipe, 4-inch PVC SDR-35 sanitary sewer laterals, approximately 1,270 linear feet of 4-inch PVC force main pipe, eighteen (18) 48-inch diameter manholes, and approximately 135 linear feet of jack and bored steel casing with casing spacers. The project also included renewing approximately 46 existing water services, relocating existing water meters, installation of pipe appurtenances, asphalt roadway cutting and patching, asphalt roadway full-width overlay, concrete driveway cutting and patching, gravel driveway removal and replacement, and site replacement. Volkert provided the design, bidding, and construction phase services for the installation of the lift station, the 4500 lf of 8-Inch sanitary sewer, 4-inch sanitary sewer laterals, 1270 lf of 4-inch force main, 18 48-inch diameter manholes and approximately 135 lf of jack and bored steel casing.

PRELIMINARY FLOW MONITORING FOR THE EMERALD COAST UTILITY AUTHORITY

The purpose of this project was to compare the variations in raw sewage flow rates during wet weather and dry weather in specific areas of the sewage collection system. Flow Monitoring was accomplished with nine temporary flow meters distributed among the collection systems for the three ECUA wastewater treatment facilities (WWTF). Rainfall was measured and recorded with four tipping-bucket rain gauges distributed throughout the entire collection system. Information was based on operating, maintaining, and collecting data from each flow meter and each rain gage for 60 consecutive calendar days from approximately March 1, 2006 through April 29, 2006. This time period was selected to coincide with a season that included discrete periods of dry weather and significant rainfall events. Volkert was assigned the task of comparing variations in raw sewage flow rates during wet and dry weather events. Flow monitoring methods included seven critical elements to collect accurate flow data: reliable equipment, proper hydraulics, trained field crews, sensor calibration, flow (hydraulic) calibration, quality control, and data synthesis/analysis.

DISSOLVED OXYGEN ANALYZERS FOR THE EMERALD COAST UTILITY AUTHORITY

Volkert recommended Dissolved Oxygen (DO) Analyzers for trial performance in oxic and anoxic cells in the OASES. The purpose of this project was to process the data from the trials, identify a DO Analyzer and install. The objective of this project was to identify a DO Analyzer that would perform well in mixed liquor with minimal maintenance cleaning for the probe. The probes were installed through a sealed opening in the OASES cover over a pure oxygen environment. Based on the results of the first stage trial, the preferred instrument was identified and additional instruments were purchased for installation throughout one process train as a second stage trial. Ultimately, DO Analyzers were permanently installed in 2 of the 4 cells in each of the 5 process trains. Precision Engineering Inc. monitored the instrument trials as a subconsultant to Volkert. The final documentation satisfied a requirement included in a Consent Final Judgment.



EXPERIENCE OF THE TEAM

TIGER GRANT FOR THE ONE MOBILE BROAD STREET COMPLETE STREETS PROGRAM FOR THE CITY OF MOBILE

The project, One Mobile: Reconnecting People, Work and Play through Complete Streets, will completely reconstruct Broad and Beauregard streets and Dr. Martin Luther King, Jr. Avenue. The estimated project costs are \$22 million. The funds will be used to repair aging infrastructure, add bike and pedestrian connections, and create Complete Streets to better serve the community. The project will provide safe pedestrian- and bicycle friendly access for residents, workers, and visitors; reconnect severed neighborhoods currently divided by Broad Street's seven-lane expanse; accommodate all modes of travel with efficient connections between neighborhoods, transportation hubs, major employment centers, and local destinations; reconstruct aging infrastructure; create attractive, welcoming, and cohesive streetscapes; and stimulate an economically vibrant and active street environment.

Volkert is providing engineering and design services for roadway reconstruction and "complete streets" projects for the City of Mobile, in partnership with the Alabama Department of Transportation, as part of a USDOT FHWA TIGER FY 2016 grant award. Volkert provided the previous corridor study, and is now providing design for roadway and pedestrian improvements, permitting, planning, grant funding assistance/coordination, and community outreach/public involvement services for the design phase of this project. This project is part of the One Mobile: Reconnecting People, Work and Play through Complete Streets initiative.

Collectively, these improvements will result in a safe, multi-modal transportation corridor that will greatly enhance the liability, connectivity, and economic health of our community.

A rendering of planned improvements shown below.





EXPERIENCE OF THE TEAM

FEASIBILITY STUDY, PD&E STUDY, AND PRELIMINARY AND FINAL DESIGN FOR SR 30 (US 98) AT SR 368 (23RD STREET) IN PANAMA CITY, FLORIDA, FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

The purpose of this project was to develop a plan that would reduce congestion by providing free-flow movements on US 98 over the Port of Panama City and Gulf Coast State College Intersection and the railroad. The project area is located in Panama City, Florida, just east of the Hathaway Bridge, and extends approximately 1.5 miles. The intersection is located in a congested area. A railroad crossing exists on SR 30 (approximately 65 feet to the east of the intersection) which delays traffic at several intervals during the day. The Gulf Coast State College is situated in the northwest quadrant of the intersection and is a traffic generator in the area. The Port of Panama City resides to the south of the intersection. The main entrances to the Port and College are located approximately 725 feet away from the US 98 and 23rd St. intersection. Volkert services have included a Feasibility Study, Project Development and Environmental (PD&E) Study, Preliminary and Final Design. The project is now moving to the construction phase. The feasibility study was performed to evaluate alternatives to improve the flow of traffic at the intersection of US 98 & 23rd Street and to improve access to the Port of Panama City and Gulf Coast State College. The study developed improvements to complement the Hathaway Bridge design/build project and the Thomas Drive Interchange project. Considerable coordination with the Port and College was required.

The **Project Development and Environmental (PD&E) study** included the evaluation of a grade separation of the major conflicting vehicular movements and grade separation of vehicular traffic from the railroad. The project included collecting and analyzing data related to engineering (geometrics, traffic studies, cost estimates) and environmental (air, noise, wetlands, contamination, biological impacts, social impacts) features that would be involved in the proposed improvements. Also, included in the scope were survey services. Based on the PD&E Study, conceptual plans were developed as well as engineering and environmental reports that included traffic analysis, requirements for preliminary design, typical sections, preliminary bridge design, preliminary roadway design, hydraulics reports, environmental impacts, EA/FONSI, and cost estimates for the alternatives. The **Preliminary and Final Design** stage is approximately a mile in length and included both roadway and structural design services for a 4-lane, urban, grade-separated structures that will take US 98 over 23RD Street, provide for a grade separation over the railroad, and provide at-grade local intersections for access to the Port of Panama City and Gulf Coast State College. The bridge length for the project extends over 1700 feet, with the total bridge design for mainline structures and ramps at over one mile. The preliminary design phase provided for the design of the roadway up to the 60% design stage (determination of the required right-of-way for the project) and structural up to the 30% design stage. The final design phase will complete both roadway and structural up to the 100% design stage. Volkert also provided structural design for the signal pole foundations and horizontal and vertical geometrics. The lighting design consisted of permanent lighting for the elevated roadways and underpass lighting. Conventional "cobra head" type fixtures were used in lieu of high mast fixtures in an effort to reduce light trespass on adjacent properties. Lighting calculations were performed for the bridge, intersections and underpass lighting.





EXPERIENCE OF THE TEAM

MASTER PLANNING, DESIGN, SURVEYING, LANDSCAPE DESIGN, CEI AND PERMITTING SERVICES FOR A 90-ACRE FOLEY SPORTS PARK (PHASE I & II) IN FOLEY, ALABAMA FOR THE CITY OF FOLEY

Volkert's services included master planning, design, landscape design, survey, site design, environmental permitting, electrical design, and construction oversight throughout the project.

Volkert prepared two preliminary and final landscape layouts and construction cost estimates for hardscape and landscape for five ball fields, concession buildings, parking lots, roadways, and ROW limits. This included the location of sidewalks and trails, special paving areas, flag pole locations, batting cage and playground locations, warm up areas, fencing, gazebos, columns and any required lighting and signage throughout the facility.

Engineering services included: preparation of design plans for access roads to the parking lots and playing fields near Section Avenue; design of the lake; water; sewer; and electrical service design to the playing fields and parking facilities, pond, score boards, and pedestrian areas; and site design services for the fields which included grading, drainage, and parking lot design for at least 432 spaces.

Electrical design services included: the development of lighting plans for the ball fields, parking lots. Two 400A 480/277V 3-phase service laterals were designed one for sports field lighting and a lower kwh rate for all other loads. A 175A feeder for dry type transformer was also designed for an administration building and concession stand loads. Other circuits were designed for well pumps, scoreboards, CCTV cameras, and pitching machine receptacles in batting cages. A control relay was designed so that the walkway lights would turn off when any of the five field lights were on. Parking lot lighting consisted of photometrics for 40' MH Types II, IV, and V 480V LED 138W, 187W, and 284W respectively and walkway lights of Type V, 75W 277V LED. Volkert's electrical engineers designed the electric room layout for service panels, field and walkway lighting contractors, dry-type transformers and panel boards for the administration/concession buildings.

Survey services included: boundary and topographic surveys to locate visible structures, contours and land elevations, and development of a survey property map, and laying out horizontal and vertical control for construction.

Environmental services included: obtaining a National Pollutant Discharge Elimination System (NPDES) Stormwater Permit application for construction activities and the development of a best management practices (BMP) plan to outline appropriate soil and sediment erosion control practices to reduce the likelihood of pollution from stormwater run-off.





EXPERIENCE OF THE TEAM

PROGRAM MANAGEMENT/ENVIRONMENTAL SERVICES/ENGINEERING AND ARCHITECTURAL SERVICES FOR IMPROVEMENTS TO GULF STATE PARK IN GULF SHORES, ALABAMA

Volkert just completed work in 2018 on the Gulf State Park Interpretive Center and new pedestrian bridge. Stan Winter served as project manager. Volkert's involvement in the project was truly a team effort and Paul Ensign, Buddy Squires, Brett Gaar, Bryan Long, and Trent Farris played integral roles. Volkert not only provided program management services for this project, but has also provided environmental compliance and permitting services for all projects in the Gulf State Park Enhancement Program.

These two facilities will now serve as the gateway to Gulf State Park. The Interpretive Center features an open-air porch containing interactive exhibits from all nine distinct ecologies from the Gulf to the inland forest. The Center also has a multi-use event space and a play area which includes shade, sky viewing benches, and a water play exhibit. Public restrooms, bike parking, and amphitheater seating round out the building's amenities.

The Interpretive Center is currently pursuing full certification under the Living Building Challenge (LBC), developed and administered by the International Living Futures Institute (ILFI). This is the most rigorous and complex environmental certification in the world. In order to earn LBC certification, the building must produce 105% of its required energy, treat 105% of its needed water supply, and use only renewable and sustainable materials during construction. The Interpretive Center will use solar energy to generate more power than it consumes, and will generate more potable water than it consumes using a unique roof and gutter design to capture, treat, and store up to 11,000 gallons of rainwater on site. These measures make the building "net positive" to the environment instead of just "net neutral."

There are only 16 fully-certified LBC buildings in the world, and if the Interpretive Center is successful in its certification, it is the first in the Southeast. In addition to the LBC certification, the Interpretive Center will also pursue LEED Platinum Certification through the U.S. Green Building Council, and FORTIFIED Commercial Bronze Certification through the Insurance Institute for Business and Home Safety.

The East Pedestrian Bridge connects the 28-mile Gulf State Park trail system with the beaches. This bridge and the already-constructed Western Pedestrian Bridge were included in the Gulf State Park Master Plan as responses to public feedback regarding the lack of easy and safe pedestrian and bicycle travel across East Beach Boulevard.





EXPERIENCE OF THE TEAM

DAG Architects, Inc.



DAG EXPERIENCE INCLUDES :

DAG's experience includes a variety of facilities from government and public safety facilities such as fire stations and administration buildings to mixed use developments, office complexes, education and health facilities, and residential and resort destinations throughout Northwest Florida.

A sample of these facilities can be found below:

- ▼ Destin Library
- ▼ Destin YMCA
- ▼ Mattie Kelly Cultural Arts Village, Destin, FL
- ▼ Airport Plaza Office Complex, Destin, FL
- ▼ Okaloosa County Administration Building
- ▼ South Walton Fire District Watercolor Fire Station
- ▼ City Hall Renovation for the City of Panama City
- ▼ Perdido Key Fire Station and Community Center
- ▼ Bay County Courthouse Addition
- ▼ South Walton Fire District Fleet Maintenance & Training Tower
- ▼ Henderson Beach Master Plan
- ▼ Cascades Mixed-Use Development, Tallahassee
- ▼ Naturewalk Welcome Center





EXPERIENCE OF THE TEAM

TSW



CARPENTER'S RIVERFRONT PARK MASTER PLAN FOR THE CITY OF MILTON, FLORIDA

TSW prepared a Master Plan for the City-owned 9-acre park known as Carpenter's Park, located at the corner of Broad Street and Munson Highway adjacent to Quinn Bayou on the Blackwater River. Carpenter's Riverfront Park Master Plan lies in proximity to the City's Marina and is within a recently created Community Redevelopment Area. TSW created a park-wide existing conditions plan, an existing uses plan, a facilities assessment report, led public participation, developed the Master Plan for uses and facilities, and developed cost estimates. Main site amenities of the Master Plan include: a playground, splash park, grand park lawn, natural play area, boat ramp areas, parking areas, boardwalks, picnic pavilions, restrooms, trails, multiple points of water access, and gateway signage.



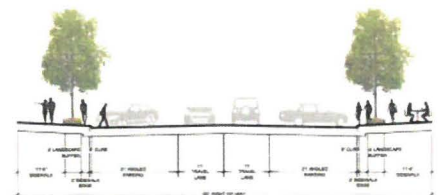
ON-CALL LANDSCAPE ARCHITECTURE SERVICES FOR THE USDA REGION 8, SOUTHERN REGION

TSW has been providing on-call landscape architecture services to the USDA Forest Service as part of a 5-year contract. Recent projects have included: Chickawhay Administrative Site, Bienville Ranger District Office, London Ranger Station Administrative Site, and the National Seed Lab Facilities. As part of the planning and design process, TSW conducted a design charrette on-site to work closely with the Forest Service to better understand their long-term needs. The resulting master plan included a site design that focuses on pedestrian and vehicular circulation, parking, siting for storage buildings, fencing, and entrance gates as necessary. This contract consisted of on-call landscape architecture services for a variety of administrative sites as well as working closely with TSW's Architecture Studio on several projects to develop building assessments and needed renovations at the identified sites in a timely manner.

DEVELOPMENT OF DESIGN GUIDELINES FOR PUBLIC OUTDOOR SPACES FOR THE CITY OF GULF SHORES

TSW prepared the 20-acre master plan for the Gulf Place Waterfront, re-imagining an existing public beach as a unique regional destination offering a range of age-appropriate activities, while improving pedestrian access, reconnecting the beach to downtown, and providing flexible venues that function for different event sizes. Following the master plan, TSW was retained to provide detailed design,

construction documents, and construction observation for recommended improvements. To ensure that public realm enhancements were consistent throughout different areas of Gulf Shores, TSW developed Design Guidelines for public Outdoor Spaces to help provide a unified aesthetic to development within the public right-of-way that meets the needs of the community and its visitors. The Guidelines provide a single design resources for the City and its private partners to develop areas public spaces in a uniform, coordinated manner. The Guidelines focus on three different areas: Waterway Village District, Gulf Beach District, and Public Realm District, which encompasses everything outside of the Waterway Village and Gulf Beach districts.





EXPERIENCE OF THE TEAM

Smith Seckman Reid, Inc.



SSR EXPERIENCE INCLUDES :

Smith Seckman and Reid will assist with HVAC/Mechanical services related to task assignments. At the **Le Bonheur Children's Hospital in Memphis, Tennessee** SSR provided technology design services including a communication system design, clinical consulting, and project management. SSR, along with the rest of the project team, (which included CBRE (Owner's representative), HKS (Architect), Balfour Beatty Construction (Construction Manager) utilized the Integrated Project Delivery (IPD) method to ensure a collaborative, and ultimately successful, project. Having frequent group work sessions and team sessions, the entire project team bonded and was able to make more informed decisions which contributed the success of the project. Early planning for IT equipment allowed for SSR to provide the design team specifications early, eliminating re-designs. SSR provided services for an OR video install, and a new nurse call system that allows for easy expansion. Towards the end of the project, SSR was asked to provide project management on site and oversee many of the inspections.



At the **Tradition Medical Center in Port St Lucie, Florida** SSR also provided technology design services, including communication system design, clinical consulting, and project management. SSR, along with the rest of the project team, (which included CBRE (Owner's representative), HKS (Architect), Balfour Beatty Construction (Construction Manager) utilized the Integrated Project Delivery (IPD) method to ensure a collaborative, and ultimately successful, project. Having frequent group work sessions and team sessions, the entire project team bonded and was able to make more informed decisions which contributed the success of the project.



SSR will also assist with recreational spaces and athletic fields. Their athletic facility experience includes stadiums and practice facilities for professional teams to local parks and sportsplex facilities. They understand the need for a facility to be flexible enough to host concerts, tournaments, games or other diverse events.

This includes a soccer field complex in **Memphis Tennessee for the Christian Brothers University**, the **Joker Marchant Stadium in Lakeland, Florida** a \$40 million project home to the MLB Detroit Tigers Spring Training Camp. It includes 75,000 SF clubhouse, weightroom, four workout fields, and batting cages.





EXPERIENCE OF THE TEAM

NOVA

NOVA

NOVA HAS PROVIDED GEOTECHNICAL SERVICES FOR THE FOLLOWING PROJECTS :

NOVA served as a Geotechnical sub-consultant to Volkert on the following projects in Northwest Florida (many of which can be found in experience write ups on previous pages)-

- ▼ Sidewalk Improvement Project for Kings Middle School and Glover Lane for the Santa Rosa County Board of County Commissioners
- ▼ Master Stormwater Pond Design for Private Property in East Milton for Vic's of Navarre
- ▼ Stillbrook Road Drainage Improvements, Escambia County Commission
- ▼ Chimney Pines Stormwater Drainage Improvements, Escambia County Commission
- ▼ Jeff Ates Road Site Certification, Santa Rosa County Board of County Commissioners
- ▼ Ten Mile Creek Stream Stabilization for the Escambia County Commission
- ▼ Pea Ridge Connector in Santa Rosa County for the Santa Rosa County Board of County Commissioners
- ▼ Development of the Pensacola Beach Congestion Management Plan, Pensacola, FL for the Escambia County Commission

Pensacola Bay Bridge, Pensacola/Gulf Breeze, Escambia/ Santa Rosa Counties, FL for FDOT -

The \$398.5 million Pensacola Bay Bridge replacement project will construct a new U.S. 98 (State Road 30) bridge across Pensacola Bay. U.S. 98 is an important east-west transportation corridor and a primary hurricane evacuation route for the Florida Panhandle Gulf Coast. Constructed in 1960, the current Pensacola Bay Bridge is nearing the end of its anticipated lifespan. Plans call for the new Pensacola Bay Bridge to be constructed parallel, and immediately, west of the existing bridge. The new bridge will be two separate structures, one for eastbound traffic and the other for westbound. Each of the new bridges will accommodate the following Three 12-foot travel lanes; Ten-foot inside and outside shoulders; and a 10-foot multi-use path for pedestrians and bicyclists. NOVA is providing verification testing services for FDOT on the precast and cast in place concrete and other materials being utilized for the bridge project.



Municipal Support Services for Collier County, FL - NOVA has been providing municipal support services to Collier County's Building Department since 2013. Based on the County's needs and workload, this support includes 1 to 5 Certified Building Officials, Examiners and/or Inspectors. Geographic Size: 2,305 square miles Approximate Population: 339,642

Municipal Support Services for the City of Tampa, FL - NOVA has been providing municipal support services to City of Tampa's Building Department since 2013. Based on the City's needs and workload, this support includes 1 to 5 Certified Building Officials, Examiners and/or Inspectors. Geographic Size: 170.6 square miles Approximate Population: 347,645

Municipal Support Services for Pasco County, FL - NOVA began providing municipal support services to Pasco County's Building Department in 2013. Based on the County's needs and workload, this support includes 2 to 3 Certified Building Officials, Inspectors and/or Plan Reviewers. Geographic Size: 868 square miles Approximate Population: 475,502



EXPERIENCE OF THE TEAM

SCS Engineers, Inc.

SCS ENGINEERS
Environmental Consultants and Contractors

SCS EXPERIENCE INCLUDES :

Releases or threatened releases of hazardous substances, and the management of hazardous wastes, are subject to a complex web of EPA regulations issued under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, also called Superfund) and Subtitle C of the Resource Conservation and Recovery Act (RCRA). SCS Engineers provides expert regulatory compliance and remediation assistance to our clients. Our professionals understand the regulations and what they mean to infrastructure projects.

Their experience includes:

- ▼ Facility Decommissioning and Demolition
- ▼ Hazardous Waste Handling (RCRA)
- ▼ Remediation Design-Build Services
- ▼ Vapor Intrusion Mitigation Systems

Taken together, the collection, recycling, and disposal of solid waste are among the costliest of municipal services. Waste handling is also becoming more expensive because of recycling mandates, tighter landfill standards, and unstable markets for recyclable materials. The careful planning and implementation of solid waste management programs are high priorities for government and industry. SCS Engineers offers comprehensive integrated planning services to assist in achieving your goals in integrated waste management.

These experience includes:

- ▼ Waste Generation Studies
- ▼ Waste Characterization Studies
- ▼ Waste Management Plans and Reports
- ▼ Program Design, Implementation & Monitoring
- ▼ Grant Writing
- ▼ Ordinance Preparation & Implementation
- ▼ Business Waste Assessments & Technical Assistance
- ▼ Rate Studies
- ▼ Collection Service & Facility Development Procurements
- ▼ Privatization Studies
- ▼ Hauler Audits

SCS offers technical expertise as well as the economic and regulatory experience to help program managers develop effective integrated waste management programs while keeping an eye on the bottom line.

From designing solid waste management facilities to establishing zero-waste policies, SCS Engineers is uniquely positioned to assist clients with any phase of solid waste management planning.



EXPERIENCE OF THE TEAM

Gulf Coast Professional Surveying, Inc.



GCPS EXPERIENCE INCLUDES :

Professional Surveying & Geomatics services covering the states of Florida, Alabama, and Mississippi. 27 years of multidisciplinary experience in surveying, engineering, and construction management that extend throughout the residential, commercial, and industrial construction fields for projects spread all across the Gulf Coast States.

Efforts include major public, private and government projects involving residential and multi-family developments, commercial/retail development, roads and drainage, water and wastewater treatment, industrial and solid waste, geodetic and aerial imagery control, parks and recreational development projects, and aviation/military facility projects.

Their experience include:

- ▼ Boundary & Topographic Surveys
- ▼ Construction Stakeout
- ▼ GPS
- ▼ Elevation Certificates
- ▼ Legal Descriptions



EXPERIENCE OF THE TEAM

South Coast Engineers



SOUTH COAST ENGINEERS EXPERIENCE INCLUDES:

South Coast Engineers has provided coastal engineering services to Volkert on the following projects:

- ▼ **PD&E Study for SR 30E Cape San Blas from North of Test Site D3A Entrance to Coastline Drive known as Stump Hole in Port St. Joe, Florida for FDOT** - The overall objective was to provide for preservation of the SR 30E roadway, public and private property, and natural resources. The improvements were required to withstand a 100-year storm event and minimize adverse impacts associated with the long-term erosion along the shoreline. Volkert developed several concepts, varying from beach re-nourishment to bridge structures that would combat the coastal erosion and wave attack. The alternatives proposed would withstand these forces in order to provide for a more reliable transportation and evacuation link. **South Coast Engineers** provided the coastal engineering services for hydrodynamic modeling and analysis.
- ▼ **Post Katrina Finfish and Shellfish Recovery Project, Little Bay Peninsula, a CIAP project, in Bayou La Batre, Alabama for ADCNR** - Volkert was chosen to complete a full environmental and coastal engineering analysis of the project site as part of an ambitious project aimed at restoring the peninsula, providing new habitat for an area that currently has experienced a significant loss of oyster fishery due to the saltwater influx, and the beneficial use of dredge materials in the creation of new salt marsh habitat. **South Coast Engineers** provided the coastal engineering services for the planning and design of a coastal marsh ecosystem restoration/creation project.

East End Beach and Barrier Island Restoration Project, Dauphin Island, Alabama for the Town of Dauphin Island - South Coast Engineers served as the Town of Dauphin Island's agent/coastal engineer in every phase; planning, preliminary design, permitting services, final design, and construction; of the first major beach restoration project in the history of Dauphin Island, Alabama. The project included nourishment of almost one mile of beach with 320,000 cubic yards of sand pumped from over 4 miles offshore as well as nearshore segmented rock breakwaters designed to reuse and realign rocks from a flanked groin field.

Mon Louis Island Living Shoreline Project, South Mobile County, Alabama for the Mobile Bay National Estuary Program - South Coast Engineers was competitively selected to design and permit a living shoreline demonstration project along 670 feet of the western shore of Mobile Bay. A primary goal of the project was to develop a solution which would stabilize the shoreline while preserving and restoring as much natural habitat as possible. The innovative, custom solution resulted in the preservation of intertidal sandy habitat (flounder) and created nearshore oyster reef habitat that is now attracting sport fish species (speckled trout). This project was part of a Community Development Block Grant and local citizens were engaged through visioning charrettes, planning, and project status meetings. South Coast Engineers also assisted during the construction phase of the project by providing relevant coastal engineering services. The project has been highly successful and has been documented through regular aerial imagery.

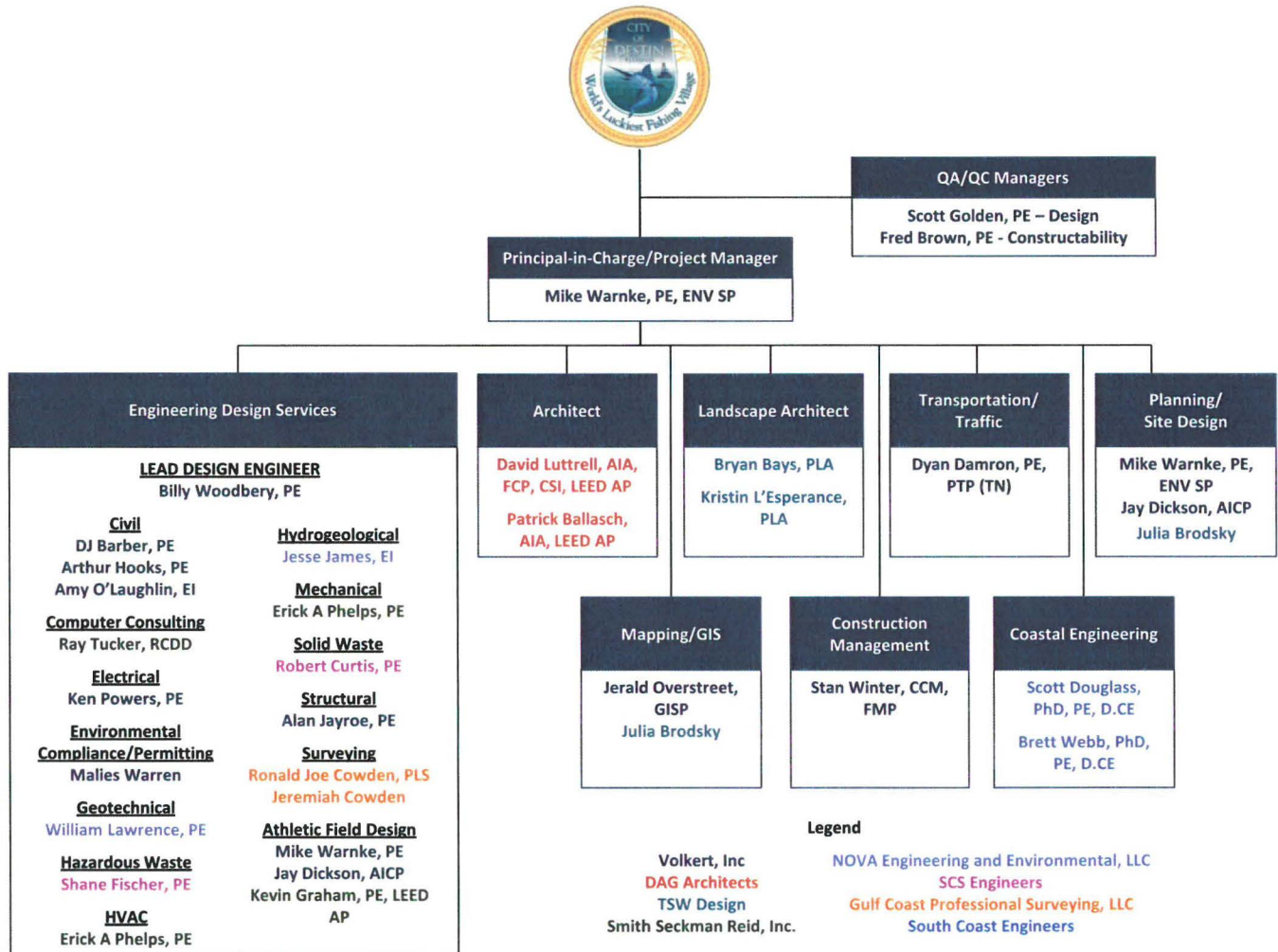
Investigation of Restoration of Hydrology on Mobile Bay Causeway, Spanish Fort, Alabama for the ADCNR - South Coast Engineers provided coastal engineering services for a feasibility study focused on improving the hydrology and estuarine processes of Mobile Bay. South Coast Engineers performed field data collection in the estuary including bathymetric mapping, obtaining flow measurements, and recording tidal elevations throughout the study area. These data were used to develop and validate a highly-resolved hydrodynamic model (ADCIRC) to evaluate the modified flows which would result from replacing sections of the US 90/98 earthen causeway with bridge/culvert sections. Model results were also used to characterize potential changes in sediment transport, erosion, and deposition as a result of the modified tidal currents.



PROJECT TEAM/RESUMES

Organization Chart

The personnel and our Teaming partners shown on the organization chart below will lead the services for this contract. They have been chosen specifically for their proximity to the client, and their knowledge of the Okaloosa County area.



Key Resumes

In accordance with the requirements of the RFQ we have only provided four key resumes for the project, additional personnel resumes can be provided, if requested. We feel that the key success of any project is the management and QA/QC of the project. Therefore the four resumes we have chosen, found on the following pages, highlight our Principle-in-Charge/Project Manager who can bind the company on this contract and will be the main point of contact for the City, our Lead Design Engineer and our QA/QC personnel.

We recognize that the City will NOT allow substitutions of key project members during the contract period without written agreement of the City prior to that employee working on any task assignments. We commit to the City that this team will be immediately available upon notice to proceed.



QUALIFICATIONS

23 years of experience

Education:

- ▼ BS, Civil Engineering, Florida State University, 1996

Registration:

- ▼ FL PE #64091
- ▼ AL PE #28976
- ▼ MS PE #18544

Training/Certification

- ▼ Envision Sustainability Professional Certification
- ▼ OSHA 30 Hours
- ▼ USACE Construction Quality Management for Contractors

Volkert commits to the City of Destin that Mr. Warnke will be committed to this project in his role, as shown, throughout the life of the project.

60% Available for this project

MIKE WARNKE, PE, ENV SP

PRINCIPAL-IN-CHARGE/PROJECT MANAGER

Mr. Warnke joined Volkert in 2014 and has over 23 years of professional engineering experience in the Florida panhandle. His experience includes project management responsible for scheduling, budgeting, design oversight, coordination, and client relations. He is certified as an Envision Sustainability Professionals (ENV SP) as well as a Contractor Quality Management by the U.S. Army Corps of Engineers (USACE).

Relevant Project Experience:

Project Manager for Sidewalk Improvements for King Middle School and Grover Lane in Santa Rosa County, Florida for the Santa Rosa County Board of Commissioners. The Glover Lane sidewalk project will provide sidewalks to provide additional pedestrian/student access along Glover Lane from Hamilton Bridge Road to Hobbs Middle School along Glover Lane. The King Middle School sidewalk project will provide sidewalks to provide additional pedestrian/student access to King Middle School along Rosasco Street, Byrom Street and King Street. The project includes the development of construction plans in accordance with FDOT design standards and the Florida Greenbook and ADA requirements. Volkert provided engineering design and specifications, construction estimates and real estate acquisition services. This project was completed using FDOT LAP funds.

Project Manager for the Development of the Pensacola Beach Congestion Management Plan for the Escambia County Commission. The project consists of an update to the Congestion Master Plan as well as development of construction plans to immediately alleviate congestion in the area and development of a capital improvement plan for both short-term and long-term improvements along the corridor to improve beach access and alleviate traffic congestion in the area. Volkert staff was responsible for reviewing the master plan and updating it for current and future demands, prioritize identified improvements to be implemented as funding became available. Volkert has recently been approved to provide design services for the improvements selected by the County..

Project Manager for the Pea Ridge Connector in Santa Rosa County, FL for the Santa Rosa County Board of Commissioners. Volkert was responsible for the development of planning and design for the connector roadway which consists of the design of a 2-lane divided rural roadway section and a 4-lane divided rural section along the designated right-of-way with a design speed of 35 mph. The roadway will include turn lanes, to accommodate schools and future development needs and signalized intersections where necessary. The project involves providing planning, surveying, geotechnical services, traffic engineering, utility design/coordination, environmental permitting, drainage analysis/improvements, signal design, complete design plans, property acquisition assistance, value engineering study, construction estimates and bidding assistance.

Project Manager for the Stillbrook Road Drainage Improvements for Escambia County Commission. The project consisted of professional services for drainage improvements to repair or replace the existing culverts at Quiet Creek. This area had multiple failures, during the April 2014 storm events, which created pot holes and sinkholes throughout the roadway. The project required the replacement of the triple 72" CMP culverts and roadway repairs along Stillbrook Road.



QUALIFICATIONS

5 years of experience

Education:

- ▼ MS, Transportation, Florida State University, 2014
- ▼ B.S. Civil Engineering, Florida State University, 2013

Registration:

- ▼ FL PE # 87269
- ▼ LA PE # 0042449

Volkert commits to the City of Destin that Mr. Woodbery will be committed to this project in his role, as shown, throughout the life of the project.

60% Available for this project

BILLY WOODBERY, PE

LEAD DESIGN ENGINEER

Mr. Woodbery joined Volkert in September 2016 as a Project Engineer in Volkert's Panama City Beach office. His experience since joining Volkert includes roadway resurfacing, bridge replacements, and engineering studies associated with Project Development and Environment (PD&E) studies.

Relevant Project Experience:

Project Engineer SR 30/US 98 at CR 30A East Inlet Beach Pedestrian Crossing for FDOT. This pedestrian underpass project primarily consists of an underpass on the east side of the intersection of SR 30 (US 98) with CR 30A. The underpass will consist of a box culvert type structure with a minimum width and height of 12' and 8', respectively. All aspects of the underpass and ramps to the underpass will meet FDOT Design Manual and ADA criteria (including any needed handrails).

Project Engineer for SR 30E from Test Site D 3A to Coastline Drive (Cape San Blas) in Gulf County, FL. This project includes design of a Pile Supported Roadway, which is a unique engineering solution that will provide a stable and protected connection of SR 30E from SR 30A to the residents of and visitors to Cape San Blas. SR 30E through this section of Cape San Blas has been subject to the fastest eroding shoreline in the State of Florida and consistently sustains damage from coastal storm events.

Project Engineer for the PD&E Study for SR 30 (US 98) Gregory Street and Bayfront Parkway at the 17th Avenue Intersection in Pensacola, Florida for FDOT. Volkert will analyze and assess capacity needs and improve the flow of traffic at level of service D or higher. Volkert's services will include environmental and engineering studies, traffic analysis and simulations, including consideration of all social, economic, environmental effects, and mitigation as required by the PD&E Manual, along with the required environmental documents, engineering reports, preliminary plans and public meetings required for a PD&E Study.

Project Engineer for Sidewalk Improvements for King Middle School and Grover Lane in Santa Rosa County, Florida for the Santa Rosa County Board of Commissioners. The Glover Lane sidewalk project will provide sidewalks to provide additional pedestrian/student access along Glover Lane from Hamilton Bridge Road to Hobbs Middle School along Glover Lane. The King Middle School sidewalk project will provide sidewalks to provide additional pedestrian/student access to King Middle School along Rosasco Street, Byrom Street and King Street.

Project Engineer for the Pea Ridge Connector in Santa Rosa County, FL for the Santa Rosa County Board of Commissioners. Volkert was responsible for the development of planning and design for the connector roadway which consists of the design of a 2-lane divided rural roadway section and a 4-lane divided rural section along the designated right-of-way with a design speed of 35 mph. The roadway will include turn lanes, to accommodate schools and future development needs and signalized intersections where necessary. The project involves providing planning, surveying, geotechnical services, traffic engineering, utility design/coordination, environmental permitting, drainage analysis/improvements, signal design, complete design plans, property acquisition assistance, value engineering study, construction estimates and bidding assistance.



QUALIFICATIONS

29 years of experience

Education:

- ▼ BS, Civil Engineering, University of Tennessee, 1988

Registration:

- ▼ FL PE #46604
- ▼ GA PE #PE041722

PREVIOUS EXPERIENCE

Prior to joining Volkert Mr. Golden served as FDOT District Design Engineer and District Drainage Design. His roles with at FDOT (1988-2015) in District 3 included:

- ▼ District Design Engineer, 2007 to 2015
- ▼ Assistant District Design Engineer, 2000-2007
- ▼ District Drainage Engineer, 1998-2000
- ▼ Assistant District Drainage Engineer, 1993-1998
- ▼ Assistant Maintenance Engineer/PE Trainee, 1988-1993

Volkert commits to the City of Destin that Mr. Golden will be committed to this project in his role, as shown, throughout the life of the project.

30% Available for this project

SCOTT GOLDEN, PE

DESIGN QA/QC MANAGER

Mr. Golden joined Volkert in 2015 and has over 29 years of experience with the Florida Department of Transportation (FDOT). He is highly competent in most aspects of transportation planning, design, management, processes and procedures. He is knowledgeable in transportation planning, surveying and right of way mapping, project scheduling, right of way administration (acquisitions), traffic operations, construction and maintenance techniques and operations, work program, public information techniques. Mr. Golden has served in a variety of roles throughout his career. He has served as the Engineer of Record on multiple projects.

Relevant Project Experience:

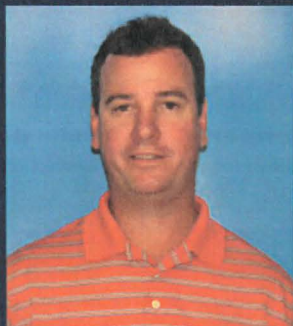
QA/QC Manager for the PD&E Study for SR 30 (US 98) Gregory Street and Bayfront Parkway at the 17th Avenue Intersection in Pensacola, Florida for FDOT. Volkert will analyze and assess capacity needs and improve the flow of traffic at level of service D or higher. Volkert's services will include environmental and engineering studies, traffic analysis and simulations, including consideration of all social, economic, environmental effects, and mitigation as required by the PD&E Manual, along with the required environmental documents, engineering reports, preliminary plans and public meetings required for a PD&E Study.

QA/QC Manager for the Development of the Pensacola Beach Congestion Management Plan for the Escambia County Commission. The project consists of an update to the Congestion Master Plan as well as development of construction plans to immediately alleviate congestion in the area and development of a capital improvement plan for both short and long-term improvements along the corridor to improve beach access and alleviate traffic congestion in the area. Volkert staff was responsible for reviewing the master plan and updating it for current and future demands, prioritize identified improvements to be implemented as funding became available

Project Manager for SR 30/US 98 at CR 30A East Inlet Beach Pedestrian Crossing for FDOT. This pedestrian underpass project primarily consists of an underpass on the east side of the intersection of SR 30 (US 98) with CR 30A. The underpass will consist of a box culvert type structure with a minimum width and height of 12' and 8', respectively. All aspects of the underpass and ramps to the underpass will meet FDOT Design Manual and ADA criteria.

Roadway and Drainage Engineer of Record for SR 30E from Test Site D 3A to Coastline Drive (Cape San Blas) in Gulf County, FL. This project includes design of a Pile Supported Roadway, which is a unique engineering solution that will provide a stable and protected connection of SR 30E from SR 30A to the residents of and visitors to Cape San Blas. SR 30E through this section of Cape San Blas has been subject to the fastest eroding shoreline in the State of Florida and consistently sustains damage from coastal storm events.

Project Manager for the FDOT District Three (Chipley) D/W Drainage Design Contract. This contract provides general drainage engineering services to the Florida Department of Transportation to include plan reviews, field reviews, drainage designs, coastal engineering and Value Engineering support.



QUALIFICATIONS

28 years of experience

Education:

- ▼ BS, Civil Engineering, University of South Alabama, 1990

Registration:

- ▼ FL PE #58832
- ▼ AL PE #20401
- ▼ MS PE #15598
- ▼ LA PE #30284

Training/Certification

- ▼ FDOT QC Manager
- ▼ FDEP Stormwater Management Inspector
- ▼ Advanced MOT
- ▼ FEMA ICS-200- ICS for Single Resources/Initial Action Incidents
- ▼ FEMA ICS-700- National Incident Management System, An Introduction
- ▼ FEMA ICS-800-National Response Framework, An Introduction

Volkert commits to the City of Destin that Mr. Brown will be committed to this project in his role, as shown, throughout the life of the project.

30% Available for this project

FRED BROWN, PE

CONSTRUCTABILITY QA/QC MANAGER

Mr. Brown has been involved with major road and construction projects managed from the Pensacola office since 2002. Mr. Brown has directed highly complex and specialized construction engineering administration and inspection programs; plans and organizes the work for subordinates and staff members; develops and reviews policies, methods, practices, and procedures; and reviews programs for conformance with Department standards.

Relevant Project Experience:

Senior Project Engineer for CEI services for the replacement of the eastbound bridges on US 90 Bridge over the White River and Bass Hole Cove (Group 12-A) in Santa Rosa County. The project includes the construction of temporary Acrow Bridges, detour construction, new eastbound structures, roadway reconstruction, pile driving, removal of the existing bridges, and safety improvements.

Project Manager for CEI associated with the SR 83 Chocawhatchee Bay Bridge Design-build project with HDR for FDOT. Volkert teamed with HDR Construction Control to manage the over \$118 million design build project that will add 2.5 mile long bridge for northbound US 331 over the Choctawhatchee Bay in South Walton County Florida. The D/B project includes all required permitting, the addition of a park with boat ramps, fishing pier, covered picnic areas, restrooms, and other amenities. The D/B team is also stabilizing the existing causeways that will carry the south US 331 travel lanes using a deep soil mixing process.

Senior Project Engineer for CEI services for the replacement of the US 90 Bridge over the Perdido River in Escambia County for FDOT. The project included the construction of a new structure south of the existing bridge, construction of the new alignment of the roadway, subsoil excavation, settlement plate monitoring, pile driving using EDC and PDA, over 120,000 CY of embankment, removal of the existing bridge, storm water detention pond, and safety improvements.

Senior Project Engineer for CEI services for the replacement of the US 90 Bridge over the Perdido River in Escambia County. The project included the construction of a new structure south of the existing bridge, construction of the new alignment of the roadway, subsoil excavation, settlement plate monitoring, pile driving using EDC and PDA, over 120,000 CY of embankment, removal of the existing bridge, storm water detention pond, and safety improvements.

Project Engineer for CEI services for improvements to I-10/I-110 (SR 8/SR 8A), a Group 02-D project, in Pensacola for FDOT. CEI services included major interchange improvements on I-10 at I-110 and SR 291 (Davis Highway). The project consisted of construction of eight bridges, MSE walls, retaining wall systems, noise walls, storm water management facilities, roadway widening, crack and reseal of existing concrete pavement, milling and resurfacing, drainage improvements, safety improvements, fencing, grassing, signing, signalization, lighting, and pavement marking.



PROJECT TEAM/RESUMES

Qualifications of Proposed Staff

Volkert has over 1,100 multi-disciplinary professionals on staff corporatewide with experience and qualifications to provide services under this contract. Our team includes many who live and work in Northwest Florida and who have a vested interest in improving the infrastructure in the area.

In addition to the personnel highlighted on the previous pages we have the following FL PEs that will be instrumental in the completion of task assignments under this contract. Mr. Warnke will tailor a team based on the needs of the assigned task utilizing the personnel shown below.

NAME	Firm	Availability %
DJ Barber, PE	Volkert, Inc.	60%
Arthur Hooks, PE	Volkert, Inc.	60%
Amy O'Laughlin, EI	Volkert, Inc.	60%
Ken Powers, PE	Volkert, Inc.	40%
Malies Warren	Volkert, Inc.	60%
Alan Jayroe, PE	Volkert, Inc.	50%
Jay Dickson, AICP	Volkert, Inc.	30%
Dyan Damron, PE, PTP	Volkert, Inc.	30%
Jerald Overstreet, GISP	Volkert, Inc.	30%
Stan Winter, FMP	Volkert, Inc.	30%
Subconsultant Key Personnel		
Ray Tucker, RCDD	Smith Seckman Reid, Inc.	55%
Erick Phelps, PE	Smith Seckman Reid, Inc.	55%
Kevin Graham, PE, LEED AP	Smith Seckman Reid, Inc.	55%
William Lawrence, PE	NOVA Engineering and Environmental, LLC	60%
Jessee James, EI	NOVA Engineering and Environmental, LLC	60%
Shane Fischer, PE	SCS Engineers	30%
Robert Curtis, PE	SCS Engineers	30%
Ronald Joe Cowden, PLS	Gulf Coast Professional Surveying, LLC	45%
Jeremiah Cowden	Gulf Coast Professional Surveying, LLC	45%
David Luttrell, AIA, FCP, CSI, LEED AP	DAG Architects	55%
Patrick Ballasch, AIA, LEED AP	DAG Architects	55%
Bryan Bays, PLA	TSW Design	45%
Kristin L'Esperance, PLA	TSW Design	45%
Julia Brodsky	TSW Design	45%
Scott Douglas, PhD, PE, D.CE	South Coast Engineers	30%
Brett Webb, PhD, PE, D.CE	South Coast Engineers	30%



PROJECT TEAM/RESUMES

Availability

Volkert commits our staff as well as the staff of our team members to be on-call responsive and ready to work for the City of Destin, upon notice to proceed. The Volkert team is committed to providing local and qualified individuals that will manage the City needs from our Panama City Beach office. The personnel shown will lead the efforts for this project, in the areas stated on the organizational chart. Mr. Warnke will work with the City to determine which services are required for the assigned task and coordinate with the team accordingly.

Volkert understands the needs of the City for continuing services contracts and commit to the City that we will make available the necessary personnel for the assigned task.

Location of Services

We will utilize personnel in our Northwest Florida offices located in Panama City Beach, Pensacola, Chipley, and Gulf Breeze, Florida, with Panama City Beach leading the efforts for assignments under this contract.

Willingness to meet Budget/Schedules

Volkert has a history of completing projects on time and with the budget established during scoping and fee meetings with our clients. We do this by realistic planning during the analysis/preliminary phase of the project, and producing a written schedule (usually in Microsoft Project or CPM/bar graph form). The project team meets regularly to discuss known problem areas, potential future issues and concerns, and develops solutions to monitor and maintain progress relative to the schedule.

Volkert utilizes constructability reviews during our quality assurance process. Through review by our construction managers we develop preliminary cost estimates based on the most current construction costs. These estimates will allow us to coordinate with the City to ensure the design meets applicable standards, the Cities need for the facility's users and meets the established budget.

Current Workload

The Volkert Team is committed to the City of Destin for this continuing services contract and the Team is available to start on any assigned task immediately. Mr. Warnke can assign additional personnel at any time is is determined that additional manpower will be required to meet the demands of the City.



PROJECT APPROACH

The Typical Plan of Approach for Continuing Services contracts includes the following as assignments are received from the City of Destin:

- ▼ Conduct a kick off meeting with City personnel
- ▼ Gather all available information about the task assignment
- ▼ Form a foundation and understanding of existing conditions
- ▼ Develop a clear understanding of Volkert's role, goals, scope, budget and schedule for services
- ▼ Work with the City to prioritize tasks with available funds assigned
- ▼ Provide required Surveying and Geotechnical Services, as necessary
- ▼ Prepare conceptual plans/studies for each task assigned with deliverables determined by the City
- ▼ Prepare Final Plans/Studies for each assignment with deliverables determined by the City
- ▼ Provide Required Environmental Permitting
- ▼ Provide bid packages and assist in contractor selection
- ▼ Provide CEI services during the construction for each project

1

Throughout our history, Volkert has served municipal and local government needs, often in the context of "on-call" or continuing services master contracts. In these kinds of contracts, we understand the importance of functioning as an extension of municipal department staff, of being flexible, responsive, and of providing timely and accurate service when called upon.

Volkert has provided services in Northwest Florida for more than 40 years and believe our local expertise can provide the City with the level of experience and innovation that has been our hallmark since 1925. We strives to provide our clients with high quality project results using well qualified individuals to address client issues. Volkert offers total project solutions by providing comprehensive services from preliminary engineering through construction services. Volkert is a large consulting firm with established local ties and experience, which allows us to have not only an understanding of the issues working in Northwest Florida but also the resources and experience required to complete any task that may be assigned by the City under this contract.



PROJECT MANAGEMENT

The Volkert Team consistently follows three values to ensure the results for each project is successful resulting in Volkert becoming their client's Consultant of Choice:

- Purpose • Focus • Vision • Communication

We do this consistently through:

- ▼ Listening to Our Client's Need
- ▼ Producing for Our Clients
- ▼ Understanding our Client's Priorities
- ▼ Following up with Our Clients.

Mike Warnke, PE, ENV SP, is Volkert's Principal-in-Charge/Project manager that will be responsible for the management of any project and team as well as he will serve as the primary contact for the City. He will engage each key team members from the initial project kickoff meeting with clients to the final delivery of construction documents. He will coordinate with the team members that will be required to complete any task assigned under the contract. He will work with the City to develop scope of work for assigned projects, construction budgets, staff hour fee proposals and project schedules.



PROJECT APPROACH

Upon approval and notice to proceed by the client, a project kickoff meeting for team members that defines design requirements, budget requirements, construction requirements, site conditions and other physical and owner administrative constraints will occur.

2

Additionally, during this meeting, the team will be informed concerning the file storage locations of the central guidelines, manuals, calculations, and drawings as well as where all new data will be stored for quick job access. Checklists for the various types of work will be presented and procedures will be drafted and posted to allow all project team members to have a clear understanding of their roles and responsibilities for the project.

Prior to initiating the design, the task leader or design staff will review with a peer, his/her plan of attack for completing the design and the options that have been considered including the advantages and disadvantages of each of these options. Once the initial design review/discussion is completed the plan of attack for completing the design will be finalized and will be used to develop the final plans and construction documents. Through experience, Volkert has determined that the peer review process helps us complete successful projects. This process is repeated for all aspects of the design. By giving early and thorough consideration to all options for the design, errors are minimized, and the final product is a well-thought out functional design. Throughout this process, coordination with designated representatives from the City will be ongoing.





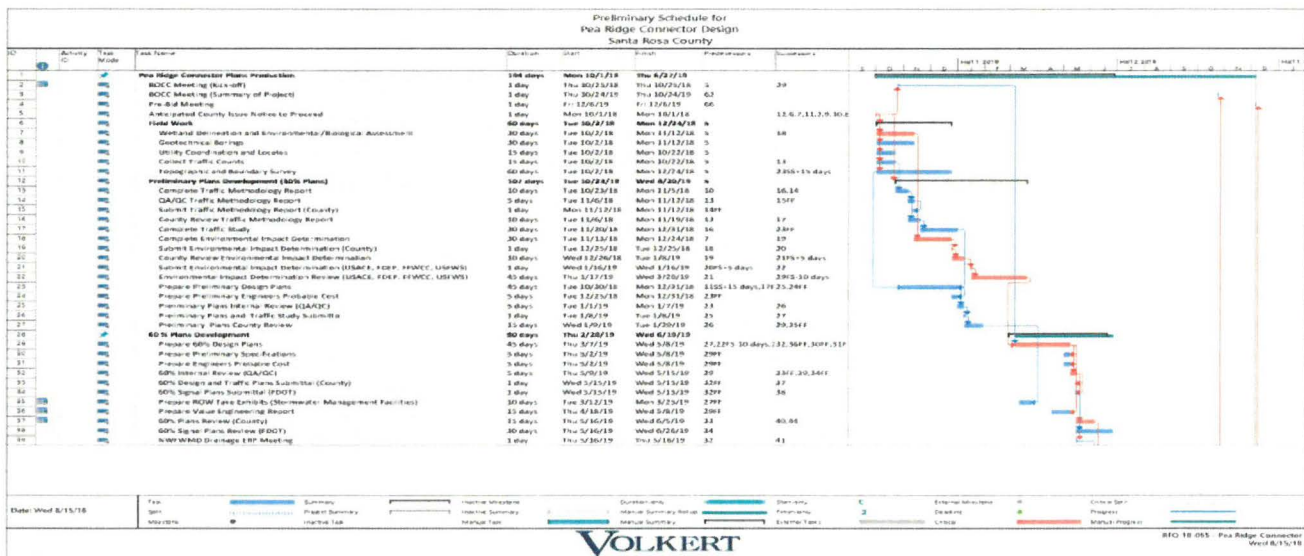
PROJECT APPROACH

Schedule Controls

Mr. Warnke, will be responsible for the management of any assigned task and develop a team tailored to efficient completion of that task.

3

To provide timely delivery he will develop a project schedule to track tasks, permitting activities, document preparation and delivery. Prior to beginning any task, we will meet with the City to determine critical dates, wants and needs regarding the assignment. After acceptance of the schedule and during the design process, weekly progress reports or information from discussions with the individual team members will be reviewed for project progress and the project schedule will be updated. Tracking progress against the project's calendar will allow for additional resources to be utilized in the event additional efforts are required. The project manager will provide schedule updates to the City project manager including any schedule issues and remediation efforts that are underway to fix.



Sample of the type of schedule we would utilize, created in Microsoft Project

Budget Controls

The goal of a successful project also includes producing a sound product within budget. The budget for each task will be developed utilizing the staff hour agreement submitted to and approved by the City for each task. Once the budget is approved by the client, contractual agreements determining the set deliverable and cost for the deliverable will be issued to each subconsultant.

Each month, just as internal staff hours are reviewed against the projects schedule; the internal staff hours, as well as the invoices submitted by subconsultants, will be reviewed for budgeting purpose using Deltek Vision (Our corporate project accounting software). Utilizing these detailed reports from Deltek Vision. Mr. Warnke will approve all invoices submitted to the City for payment or, if necessary, request additional information from the subconsultants to document work completed. A summary of all work completed that month will accompany each monthly invoice.



PROJECT APPROACH

Quality Control

Volkert has developed and utilizes a robust quality control program for all projects. Our proven Quality Control Process engages two professionals who will evaluate and review all deliverables produced by the Volkert team (including deliverables produced by subconsultants). The project specific Quality Assurance plan, that will be developed at project kick-off, will detail the steps required for all documentation; client and team communication; and contract, schedule, and budget compliance reviews.

4

The initial QA/QC review will be completed by **Scott Golden, PE**, Volkert's Quality Assurance/Quality Control (QA/QC) Manager responsible for reviewing designs, services, and construction plans for quality. He is responsible for improving the QA/QC checklists as required for continuous improvement of the process; and is tasked with making current checklists available to Quality Assurance Team Members. Utilizing his 27 years of experience at FDOT as drainage and district design engineer, the projects design aspects, calculations and deliverables will be reviewed for conformance to applicable design standards and county requirements.

Additional constructibility reviews during this process will be completed by **Fred Brown, PE**. Fred's 15 years in construction will allow him to confirm the constructability of the proposed project. Utilizing the formal quality control efforts defined at the beginning of the project, each team member will have access to all comments in order to minimize the duplication of comments and efforts. This comment response process is documented through the life of the project and all documentation is available upon request, if the client requires. Volkert's documentation for the project decisions made and how determined will be clearly known and coordinated. We will keep the county aware of the issues and the steps that were taken to resolve them. These in-house quality review procedures and detailed checklists will be used to produce a quality set of plans/studies for any project that is assigned to under this contract and to minimize the comments from Permitting Agency reviews.





REFERENCES

References

The Volkert Team has several long standing clients, with a few of them listed below, that are available to discuss with the County our qualifications, and their experience with our personnel. We urge you to contact the following client references to gain a better understanding of what our team can provide to our clients and how we can best serve the City.

VOLKERT, INC.

City of Pensacola

*Project: Areawide traffic signal timing coordination
Escambia/Santa Rosa Co*

PO Box 12910

Pensacola, FL 32521

Ryan Novota, Traffic Engineer

P: 850-436-5655 F: 850-435-1611

RNovota@cityofpensacola.com

Santa Rosa County, Florida

*Project: Whiting Aviation Park, Phase I; Jeff Ates Road
Industrial Site Certification*

Santa Rosa County Economic Development

6491 Caroline Street, Suite 4

Milton, FL 32570-4592

Shannon Ogletree, Director

p. 850-623-0174 c. 850-791-0195

shannon@santarosa.fl.gov

Florida Department of Transportation D3

Project: Numerous projects since 1991

1074 Highway 90

Chipley, FL 32428

Jared Perdue, PE, Director of Transportation Development

P: 850-415-9214 F: 850-415-9761

jared.perdue@dot.state.fl.us

DAG ARCHITECTS

Wood + Partners, Inc.

1211 Miccosukee Road

Tallahassee, FL 32308

850.391.0360

Shawn Kalbli, MLA, ASLA

Project: Trust for Public Land Innerarity Point Park Perdido
Key, Florida

Escambia County, Florida

Project: Numerous projects since 2015

221 Palafox Place

Pensacola, FL 32502

P: 850-595-2413

Derek Fox, Senior Project Coordinator/FEMA Coordinator
Public Works Department, Engineering Division

dfox@co.escambia.fl.us

Emerald Coast Utility Authority

*Project: ECUA Overview report Cantonment Trunk Force
Main Upgrades*

9255 Sturdevant Street

Pensacola, FL 32514

Stacy Hayden, Engineering Director

P: 850-969-3310 F: 850-969-6511

william.johnson@ecua.fl.gov

The Trust for Public Land

306 North Monroe Street

Tallahassee, FL 32301

Project: Trust for Public Land Leonard Destin Park
Destin, Florida



REFERENCES

TSW DESIGN

City of Bainbridge, Georgia

Project: Continuing Design Services for Master Planning, Landscape Architecture, Architecture, and Civil Engineering (projects have included Chason Park Master Plan, Chason Park Design Phase 1, and Historic Cemetery Master Plan)

Contact: Chris Hobby, City Manager

Phone: 229.248.2006

Email: chrish@bainbridgecity.com

City of Gulf Shores, Alabama

Project: Gulf Place Waterfront Park and Civic Plaza

Contact: Dan Bond, Environmental/Grants Coordinator

Phone: 251.968.9825

Email: dbond@gulfshoresal.gov

City of Stockbridge, Georgia

Project: IDIQ Architecture & Engineering Services (projects have included Amphitheater Park and supporting buildings, Cultural Arts Center, City Hall sign, interior office renovation, and Municipal Courthouse)

Contact: Camilla Moore, Community Development Director

Phone: 678.833.3324

Email: cmoore@cityofstockbridge-ga.gov

SMITH SECKMAN REID, INC.

Debbie Cairncross

City of Bartlett

Purchasing

901.385.6416

dcairncross@cityofbartlett.org

Ed Hudec, PE

Florida Department of Transportation

District Construction Engineer

850.330.1617

Ed.hudec@dot.state.fl.us

Phillip Gainer

Florida Department of Transportation

Chief Engineer

850.330.1205

Phillip.gainer@dot.state.fl.us

NOVA

Bay County Public Works

Attn: Keith Bryant, Director

840 West 11th Street

Panama City, FL 32401

850-248-8301

City of Panama City

Engineering Department

Attn: Dale Cronwell, City Engineer

501 Harrison Ave

Panama City, FL 32402

850-872-3017



REFERENCES

SCE ENGINEERS

Robert Shankle
Solid Waste Division Mgr, Utilities Dept
Manatee County
3333 Lena Road
Bradenton, FL 32411
(941) 748-5543 x5275 robert.shankle@mymanatee.org

T.F. Armbruster
Solid Waste Program Supervisor
Pinellas County
400 South Fort Harrison Avenue
Clearwater, FL 33756
(727) 464-7582
tfarmbru@co.pinellas.fl.us

GULF COAST PROFESSIONAL SURVEYING, LLC

Mark Shaeffer, P.E., Utilities Engineer
City of Panama City Beach, FL
(850) 233-5054

Johnny C. Sims, P.E., Public Works Director
City of Panama City, FL
(850) 872-3170

David F. Silvey, P.E., 325th Fighter Wing Civil Engineering
USAF Air Combat Command, TAFB, FL
(850) 283-8122

SOUTH COAST ENGINEERS

Town of Dauphin Island, Alabama
Mayor Jeff Collier
1101 Bienville Blvd
Dauphin Island, AL 36528
(251) 861-5525
jcollier@townofdauphinisland.org

Alabama Department of Conservation and Natural Resources
Jeremiah Kolb
State Lands Division - Coastal Section
31115 Five Rivers Blvd
Spanish Fort, AL 36527
(251) 621-1216
Jeremiah.Kolb@dcnr.alabama.gov



FLORIDA LICENSES/CERTIFICATIONS

Licenses/Certifications

Please find copies of the following on the next few pages:

- ▼ Sample Insurance Certificate
- ▼ Firm FL PE Licenses
- ▼ Certificates of Authorization to do business in Florida
- ▼ Corporate Resolution giving Signing Authority
- ▼ FDOT Pre-qualification Letters (as applicable)



VOLKERT Sample Insurance Certificate

FLORIDA LICENSES/CERTIFICATIONS

Client#: 25392

VOLKINCO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/16/2019

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022		CONTACT NAME: Katie Kresner PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): 866.550.4082 E-MAIL ADDRESS: Katie.Kresner@greyling.com															
INSURED Volkert, Inc. 11 N. Water Street, Suite 18290 Mobile, AL 36602		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Co</td> <td>16535</td> </tr> <tr> <td>INSURER B : Travelers Prop Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : Lexington Insurance Company</td> <td>19437</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> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Co	16535	INSURER B : Travelers Prop Casualty Co of America	25674	INSURER C : Lexington Insurance Company	19437	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A : Zurich American Insurance Co	16535																
INSURER B : Travelers Prop Casualty Co of America	25674																
INSURER C : Lexington Insurance Company	19437																
INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES		CERTIFICATE NUMBER: 18-19		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:		GLO013838004	11/01/2018	11/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒		BAP013837904	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR CLAIMS-MADE DED. ☒ RETENTION \$0		ZUP91M6938718NF	11/01/2018	11/01/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC013838104	11/01/2018	11/01/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		027015038	07/28/2019	07/28/2020	Per Claim \$2,000,000 Aggregate \$2,000,000

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

CERTIFICATE HOLDER Sample Certificate	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
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD
#S1715979/M1715178

KKRE1



RFQ FOR ENGINEERING AND PROFESSIONAL CONSULTING SERVICES

RFQ #19-01-PS



FLORIDA LICENSES/CERTIFICATIONS

VOLKERT Florida Professional Engineering License



Florida Board of Professional Engineers
2639 North Monroe Street, Suite B-112
Tallahassee, FL 32303-5268

Volkert, Inc.
1408 NORTH WESTSHORE
TAMPA, FL 33607

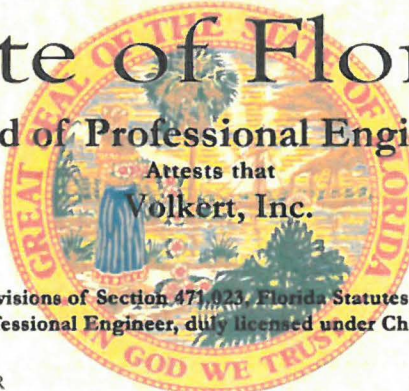
Each licensee is solely responsible for notifying the Florida Board of Professional Engineers in writing the licensee's current address.

Name changes require legal documentation showing name change. An original, a certified copy, or a duplicate of an original or certified copy of a document which shows the legal name change will be accepted unless there is a question about the authenticity of the document raised on its face, or because the genuineness of the document is uncertain, or because of another matter related to the application.

At least 90 days prior to the expiration date shown on this license, a notice of renewal will be sent to your last known address. If you have not yet received your notice 60 days prior to the expiration date, please call (850) 521-0500, or write, Florida Board of Professional Engineers, 2639 North Monroe Street, Suite B-112, Tallahassee, FL 32303-5268 or e-mail: board@fbpe.org. Our website address is <http://www.fbpe.org>.

State of Florida Board of Professional Engineers

Attests that
Volkert, Inc.



Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019

Audit No: 228201902172 R

CA Lic. No:

4641



FLORIDA LICENSES/CERTIFICATIONS

VOLKERT Florida Certificate of Authority

State of Florida Department of State

I certify from the records of this office that VOLKERT, INC. is an Alabama corporation authorized to transact business in the State of Florida, qualified on December 15, 1986.

The document number of this corporation is P13159.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 1, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the First day of April, 2019*



Randy R. ...
Secretary of State

Tracking Number: 5116046801CC

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

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



Florida

dbpr

Log On

Search for a Licensee
Apply for a License
View Application Status
Find Exam Information
File a Complaint
AB&T Delinquent
Invoice & Activity
List Search

DBPR ONLINE SERVICES

Home

12:31:05 PM 4/8/2019

Licensee Details

Licensee Information

Name:

Main Address:

County:

License Mailing:

License Location:

DAG ARCHITECTS, INC (Primary Name)

1223 AIRPORT RD

DESTIN Florida 32541

OKALOOSA

License Information

License Type:

Rank:

License Number:

Status:

Licensure Date:

Expires:

Architect Business

Architect Bus

AAC000745

Current,Active

07/02/1981

02/28/2021

Special Qualifications

Corporation

Qualification Effective

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee, FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. Copyright 2007-2010 State of Florida. Privacy Statement

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S., must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

VOLKERT

RFQ FOR ENGINEERING AND PROFESSIONAL CONSULTING SERVICES

RFQ #19-01-PS



DAG Florida Certificate of Authority

FLORIDA LICENSES/CERTIFICATIONS

State of Florida Department of State

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

The document number of this corporation is F33440.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 7, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of February, 2019*



Randy Rye
Secretary of State

Tracking Number: 5239980913CC

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

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



VOLKERT

RFQ FOR ENGINEERING AND PROFESSIONAL CONSULTING SERVICES

RFQ #19-01-P5

DBPR ONLINE SERVICES

[Log On](#)

3/22/25 PM 6:02PM

- [Search for a Licensee](#)
- [Apply for a License](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [File a Complaint](#)
- [AB&T Delinquent](#)
- [Invoice & Activity](#)
- [List Search](#)

Licensee Details

License Information

Name:	TUNNELL SPANGLER WALSH (Primary Name)
Main Address:	1389 PEACHTREE ST NE SUITE 200 ATLANTA Georgia 30309
County:	OUT OF STATE
License Mailing:	
License Location:	

License Information

License Type:	Temp Landscape Architect Business
Rank:	
License Number:	
Status:	Application In Progress
Licensure Date:	
Expires:	

Special Qualifications

Qualification Effective

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee, FL 32399 | Email: Customer.Contact.Center | Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. Copyright 2007-2010 State of Florida. Privacy Statement

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S., must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However, email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



TSW Florida Certificate of Authority

FLORIDA LICENSES/CERTIFICATIONS

State of Florida Department of State

I certify from the records of this office that TUNNELL, SPANGLER & ASSOCIATES, INC. is a Georgia corporation authorized to transact business in the State of Florida, qualified on March 23, 1990.

The document number of this corporation is P28692.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 9, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of February, 2019*



Randy Bice
Secretary of State

Tracking Number: 3810942436CC

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

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



Smith Seckman and Reid Florida Professional License

FLORIDA LICENSES/CERTIFICATIONS

Florida
dbpr

Log On

Search for a Licensee

Apply for a License

View Application Status

Find Exam Information

File a Complaint

AB&T Delinquent

Invoice & Activity

List Search

DBPR ONLINE SERVICES

Home

2:04:46 PM 8/8/2019

Data Contained In Search Results Is Current As Of 08/08/2019 02:45 PM.

Search Results

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/Rank	Status/Expires
Certificate of Authorization	SMITH SECKMAN REID, INC.	Primary	857 Cert of Auth	Current 02/28/2021

License Location Address*: 2995 31000 DR NASHVILLE, TN 37204

Main Address*: 2995 31000 DRIVE NASHVILLE, TN 37204

Mailing Address*: 2995 31000 DR NASHVILLE, TN 37204

Back

New Search

* denotes

Main Address - This address is the Primary Address on file.

Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).

License Location Address - This is the address where the place of business is physically located.

2691 Blair Stone Road, Tallahassee, FL 32399 :: Email: [Customer.Contact.Center](#) :: Customer Contact Center: 850.467.1295

The State of Florida is an AA/EOE employer. Copyright 2007-2010 State of Florida. [Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.467.1295. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The email address provided may be used for official communication with the licensee. However, email addresses are public records. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

VOLKERT

RFQ FOR ENGINEERING AND PROFESSIONAL CONSULTING SERVICES

RFQ #19-01-PS



FLORIDA LICENSES/CERTIFICATIONS

Smith Seckman and Reid Florida Certificate of Authority

State of Florida Department of State

I certify from the records of this office that SMITH SECKMAN REID, INC. is a Tennessee corporation authorized to transact business in the State of Florida, qualified on November 26, 1991.

The document number of this corporation is P36528.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on April 27, 2016, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-seventh day of April,
2016*



Ken Diefen
Secretary of State

Tracking Number: CC8637407647

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

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



Florida

dbpr

DBPR ONLINE SERVICES

Home

12:37:14 PM 4/8/2019

Log On

Search for a Licensee
Apply for a License
View Application Status
Find Exam Information
File a Complaint
AB&T Delinquent
Invoice & Activity
List Search

Licensee Details

Licensee Information

Name:
Main Address:

License Mailing:

License Location:

NOVA ENGINEERING AND ENVIRONMENTAL, LLC (Primary Name)
3900 KENNESAW 75 PARKWAY
SUITE 100
KENNESAW Georgia 30144

3900 KENNESAW 75 PARKWAY
KENNESAW GA 30144

License Information

License Type:
Rank:
License Number:
Status:
Licensure Date:
Expires:

Certificate of Authorization
Cert of Auth
27772
Current
10/12/2007
02/28/2021

Special Qualifications

Qualification Effective

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. Copyright 2007-2010 State of Florida. Privacy Statement

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.279(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The email address provided may be used for official communication with the licensee. However, email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



NOVA Florida Certificate of Authority

FLORIDA LICENSES/CERTIFICATIONS

State of Florida Department of State

I certify from the records of this office that NOVA ENGINEERING AND ENVIRONMENTAL, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on July 23, 2007.

The document number of this limited liability company is M07000004372.

I further certify that said limited liability company has paid all fees due this office through December 31, 2017, that its most recent annual report was filed on January 23, 2017, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-third day of January,
2017*



Ken DeFuria
Secretary of State

Tracking Number: CC6234264895

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

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



Florida

dbpr

DBPR ONLINE SERVICES

Home

2:08:16 PM 8/2/2019

Log On

Search for a Licensee

Apply for a License

View Application Status

Find Exam Information

File a Complaint

AB&T Delinquent

Invoice & Activity

List Search

Licensee Details

Licensee Information

Name:

STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC. (Primary Name)

Main Address:

SCS ENGINEERS (DBA Name)
3922 COCONUT PALM DRIVE
SUITE 102
TAMPA Florida 33619
HILLSBOROUGH

County:

HILLSBOROUGH

License Mailing:

LicenseLocation:

3922 COCONUT PALM DRIVE
SUITE 102
TAMPA FL 33619
HILLSBOROUGH

County:

HILLSBOROUGH

License Information

License Type:

Certificate of Authorization

Rank:

Cert of Auth

License Number:

4892

Status:

Current

Licensure Date:

12/31/1987

Expires:

02/28/2021

Special Qualifications

Qualification Effective

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1335

The State of Florida is an AA/EEO employer. [Copyright 2007-2010 State of Florida, Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1335. *Pursuant to Section 435.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 435, F.S. must provide the Department with an email address if they have one. The email address provided may be used for official communication with the licensee. However, email addresses are public records. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

VOLKERT

RFQ FOR ENGINEERING AND PROFESSIONAL CONSULTING SERVICES
RFQ #19-01-PS



FLORIDA LICENSES/CERTIFICATIONS

SCS Florida Certificate of Authority

State of Florida Department of State

I certify from the records of this office that STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. is a Virginia corporation authorized to transact business in the State of Florida, qualified on December 21, 1987.

The document number of this corporation is P17311.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 8, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of January, 2019*



A. I. S.
Secretary of State

Tracking Number: 5359022776CC

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

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



FLORIDA LICENSES/CERTIFICATIONS

GCPS Florida Professional License

					1
RONALD JOE COWDEN 417 BAY SHORE DR, PANAMA CITY BEACH, FL 32407-5458					Complaints 0 Print
License Type	License#	Issued	Expires	Status	
Surveyor and Mapper	LS5323	01/05/94	02/28/21	Active	
Surveyor of Record For	LB7840	06/16/10	02/28/21	Active	
					1



South Coast Engineers Florida Certificate of Authority

FLORIDA LICENSES/CERTIFICATIONS

State of Florida Department of State

I certify from the records of this office that SOUTH COAST ENGINEERS, L.L.C. is an Alabama limited liability company authorized to transact business in the State of Florida, qualified on November 9, 2015.

The document number of this limited liability company is M15000009003.

I further certify that said limited liability company has paid all fees due this office through December 31, 2018, that its most recent annual report was filed on February 26, 2018, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-sixth day of February,
2018*



Ken Deffen
Secretary of State

Tracking Number: CC1164748072

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

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

CORPORATE SECRETARY'S RESOLUTION

RSA Battlehouse Tower | Suite 18290
11 N. Water Street | Mobile, AL 36602
251.342.1070

VOLKERT

SECRETARY'S CERTIFICATE OF RESOLUTION

I, Roger C. Guilian, Secretary of the Board of Volkert, Inc., a corporation organized under the laws of the State of Alabama, and authorized to do business in the State of Florida, do hereby certify that the Board of Directors of Volkert, Inc. adopted the following Resolution at its annual meeting on May 30, 2019, pursuant to a unanimous vote.

4. Resolution re Authorization of Certain Officers to Execute Contracts

RESOLVED, that all prior resolutions of this Board of Directors specifying the Officers of this Corporation having power and authority to execute contracts in the name of this Corporation, for the performance of engineering and related services, be, and the same hereby are, revoked prospectively effective this date; and

RESOLVED FURTHER, that each of the Officers hereinafter designated be, and hereby is, authorized, empowered and directed to enter into, execute and deliver in the name of and on behalf of this Corporation, contracts for the performance of engineering and related services, and all subcontracts in connection, therewith, and to take in connection therewith such actions as such officer may deem necessary and proper for the business of this Corporation, without further act or resolution of this Board and without the necessity of the signature of said Officer being attested by the Secretary of this Corporation or any other Officer thereof, provided, however, that the Secretary, and any Assistant Secretary hereof, is hereby authorized and directed to attach the Corporate seal of this Corporation and to attest the signature of any said Officer when requested to do so by said Officer, viz.:

Perry A. Hand	Chairman of the Board
Gerald "Jerry" Stump	President & Chief Executive Officer
David A. Allsbrook, Jr.	Chief Operating Officer
Michael B. Harper	Senior Vice President, Gulf Field Region
David M. Webber	Senior Vice President, Gulf Design Region
James D. "Bo" Sanchez	Senior Vice President, Florida Region

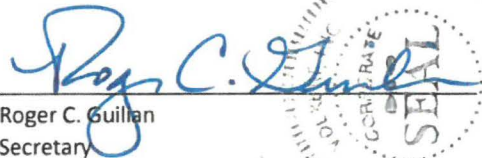
CORPORATE SECRETARY'S RESOLUTION

RSA Battlehouse Tower | Suite 18290
11 N. Water Street | Mobile, AL 36602
251.342.1070

VOLKERT

Leon M. Barkan	Senior Vice President, Program Management Service Leader
Thomas A. Hand	Chief Marketing Officer Member of the Executive Committee
Eugene F. Quinn	Vice President
John W. "Wes" Nelson	Vice President
Brett V. Gaar	Vice President
Fredrick J. "Fred" Brown	Vice President
Rico Lepore	
Mark S. Lauchner	Vice President
➔ Mike Warnke	Assistant Vice President

I further certify that the Resolution is presently in full force and effect and has not been revoked or rescinded as of this date. In witness whereof, I hereupon set the seal of this Corporation on this, the 3rd day of June 2019.


Roger C. Guillen
Secretary





Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

July 2, 2019

Bo Sanchez, Senior Vice President
VOLKERT, INC.
11 North Water Street, Suite 18290
Mobile, Alabama 36602

Dear Mr. Sanchez:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway



- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 - Major Bridge Design - Concrete
- 4.2.2 - Major Bridge Design - Steel
- 4.2.3 - Major Bridge Design - Segmental

Group 5 - Bridge Inspection

- 5.1 - Conventional Bridge Inspection
- 5.2 - Movable Bridge Inspection
- 5.3 - Complex Bridge Inspection
- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.2 - Intelligent Transportation Systems Implementation
- 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

- Group 8 - Survey and Mapping
 - 8.1 - Control Surveying
 - 8.2 - Design, Right of Way & Construction Surveying
 - 8.4 - Right of Way Mapping
- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection
 - 10.3 - Construction Materials Inspection
 - 10.4 - Minor Bridge & Miscellaneous Structures CEI
 - 10.5.1 - Major Bridge CEI - Concrete
 - 10.5.2 - Major Bridge CEI - Steel
 - 10.5.3 - Major Bridge CEI – Segmental
- Group 11 - Engineering Contract Administration and Management
- Group 13 - Planning
 - 13.3 - Policy Planning
 - 13.4 - Systems Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.6 - Land Planning/Engineering
 - 13.7 - Transportation Statistics
- Group 24 - Acquisition Relocation Assistance

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2020 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
158.56%	118.44%	0.580%	Reimbursed	No	7.12%	12.47%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

July 24, 2019

Edwin Sharp Smith, Principal
SMITH SECKMAN REID, INC.
3243 East James Lee Boulevard
Crestview, Florida 32539

Dear Mr. Smith:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 3 - Highway Design - Roadway



- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design

Group 4 - Highway Design - Bridges

- 4.1.2 - Minor Bridge Design

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection
- 10.4 - Minor Bridge & Miscellaneous Structures CEI
- 10.5.1 - Major Bridge CEI - Concrete
- 10.5.2 - Major Bridge CEI - Steel

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until July 31, 2020 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
171.70%	159.66%	0.437%	Excluded	No	11.17%	10.53%*

www.fdot.gov

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator



PROCUREMENT FORMS/DOCUMENTS

Required Forms

Please find the following forms/required information below:

- ▼ Signature Sheet
- ▼ 52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
- ▼ Veteran Business Enterprise Participation Form
- ▼ Small Business Enterprise Statement
- ▼ Drug Free Workplace Certification
- ▼ Public Entity Crimes Statement



RESPONDENT

ACKNOWLEDGEMENT

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

RFQ Title: ENGINEERING AND PROFESSIONAL
CONSULTING SERVICES

RFQ Number: 19-01-PS

RFQ Received By: **August 15 , 2019, NO LATER THAN 2:00 P.M. (CT)**

RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom, unless specified otherwise, on: **August 15 2019, no later than 2:00 P.M. (CT)** and may not be withdrawn within ninety (90) days after such date and time.

Name of Vendor: Volkert, Inc.

Federal I.D. Number: 63-0247014

A Corporation of the State of: Alabama

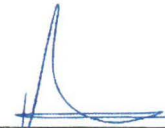
Area Code: 850 Telephone Number: 588-1618

Area Code: FAX Number: N/A

Mailing Address: 14101 Panama City Beach Parkway, Ste 190

City/State/Zip: Panama City Beach, FL 32413

Vendor Mailing Date: 8/15/2019


Authorized Signature

Mike Warnke, PE, ENV SP
Name Typed

A D D E N D A

CITY OF DESTIN
FLORIDA

**RFQ TITLE: ENGINEERING AND PROFESSIONAL
CONSULTING SERVICES**

RESPONDENT: Volkert, Inc. _____

DATE SUBMITTED: 8/15/2019 _____

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

Having studied the documents prepared by:

CITY OF DESTIN

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

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



NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN"**

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract City of Destin

2. This sworn statement is submitted by
Volkert, Inc.

whose business address is 14101 Panama City Beach Parkway, Ste 190, Panama City Beach, FL 32413
and (if applicable) Federal Employer Identification Number (FEIN) is 63-0247014 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Mike Warnke, PE, ENV SP and my relationship to the entity named above is
Assistant Vice President/NWF Lead

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

City of Destin, Florida

RFQ No. 19-01-PS, "QUALIFICATIONS FOR PROFESSIONAL Consulting Engineering Services for the City of Destin"

Public Entity Crime Form Page 2 of 2

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power

to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

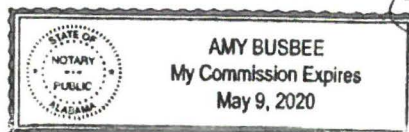
(Signature)

Date: 8/9/2019

STATE OF FLORIDA
COUNTY OF Okaloosa

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 9th day of August, 2019, and is personally known to me, or has provided as identification.

My Commission expires:



CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN"**

DRUG-FREE WORKPLACE CERTIFICATION

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

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

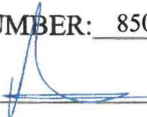
As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Volkert, Inc.

ADDRESS: 14101 Panama City Beach Parkway, Ste 190

CITY: Panama City Beach STATE: Florida ZIP CODE: 32413

TELEPHONE NUMBER: 850-588-1618

SIGNATURE:  DATE: 8/9/2019

NAME (TYPED OR PRINTED): Mike Warnke, PE, ENV SP

TITLE: Assistant Vice President/NWF Lead

**CITY OF DESTIN, FLORIDA
REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
“QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN”**

CONFLICT OF INTEREST DISCLOSURE FORM

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

YES _____

NO ✓

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

YES _____

NO ✓

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

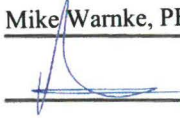
YES _____

NO ✓

If YES, please describe:

FIRM NAME: Volkert, Inc.

BY (PRINTED): Mike Warnke, PE, ENV SP

BY (SIGNATURE): 

TITLE: Assistant Vice President/NWF Lead

ADDRESS: 14101 Panama City Beach Parkway, Ste 190

Panama City Beach, FL 32413

PHONE NO. 850-588-1618

E-MAIL mike.warnke@volkert.com

CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN"**

LIABILITY & INDEMNIFICATION FORM

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

Volkert, Inc.

CONSULTANT's Company Name

14101 Panama City Beach Parkway, Ste 190,
Panama City Beach, FL 32413

Physical Address

14101 Panama City Beach Parkway, Ste 190,
Panama City Beach, FL 32413

Mailing Address

850-588-1618

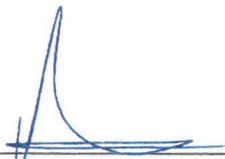
Phone Number

850-512-8935

Cellular Number

mike.warnke@volkert.com

Email address


Authorized Signature – Manual

Mike Warnke, PE, ENV SP

Authorized Signature – Typed

Assistant Vice President/NWF Lead

Title

N/A

FAX Number

850-512-8935

After-Hours Number(s)

8/9/2019

DATE

CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
“QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN”**

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 19-01-PS. - QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR THE CITY OF DESTIN, the undersigned certifies the following:

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

Sincerely,

Mike Warnke, PE, ENV SP, Assistant Vice President/NWF Lead

Name and Title

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/08/2019

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022		CONTACT NAME: Katie Kresner PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): 866.550.4082 E-MAIL ADDRESS: Katie.Kresner@greyling.com	
INSURED Volkert, Inc. 11 N. Water Street, Suite 18290 Mobile, AL 36602		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Zurich American Insurance Co	
		INSURER B : Everest National Ins Co	
		INSURER C : Lexington Insurance Company	
		INSURER D :	
		INSURER E :	

COVERAGES

CERTIFICATE NUMBER: 19-20

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		GLO013838005	11/01/2019	11/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BAP013837905	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$10,000 ☒ OCCUR ☐ CLAIMS-MADE		XC3CU00031191	11/01/2019	11/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
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	WC013838105	11/01/2019	11/01/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		027015038	07/28/2019	07/28/2020	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Re: General Services Agreement; RFQ 19-01-PS Engineering and Professional Consulting Services.

City of Destin, FL is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Destin, FL
 Attn: Lance Johnson
 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

D.H. Gilling

© 1988-2015 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

the Certificate Holder.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2019**TYPE OF AGENDA ITEM:** City Manager Report

TO: City Council**THRU:** Lance Johnson, City Manager
Bragg Farmer, Finance Director**FROM:** Michael Burgess, Public Services Director**DATE:** 11/20/19**SUBJECT:** Recommendation to select Volkert Engineering to design a guardrail system for a portion of Airport Road

I. BACKGROUND: City Council has requested that a guardrail system be installed on the outside of the northern curve on Airport Road. A design by a qualified Professional Engineering firm will be required prior to its installation. Staff recommends that Volkert Engineering be tasked with this project.

II. DISCUSSION: The northern curve on Airport Road has been the site of several accidents through the years as documented in a 2016 Road Safety Audit performed by Kimley-Horn. City Council would like to provide a guardrail in this area to mitigate damages.

A. Link to Strategic Goals / Objectives: Quality of Life, Public Safety

B. Effect on Budget (EOB): The City will incur fees associated with the work necessary to produce a signed and sealed design in an amount consistent with the Hourly Rate sheet provided by Volkert. Staff has received a tentative estimate for the design element of this project of \$18,000-\$22,000. The construction of the guardrail system is estimated to cost between \$75,000-\$85,000.

Potential funding sources for this project include the 1/2 cent sales tax, gas tax and/or reserves.

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

III. CONCLUSION: Passing the motion would allow staff to begin negotiating a task order with Volkert which will be brought back to Council for final approval

as it will exceed \$15000.

IV. RECOMMENDED MOTION: I move to authorize the City Manager to negotiate with Volkert Engineering to perform such work as to provide a design for a guardrail system on the northern section of the curve of Airport Road and bring back a task order and funding source for Council approval.

Attachments:

1. 2019 Volkert Executed Contract
2. Public Services Memo Airport Rd guardrail 112719
3. 102-120 FDOT Low Profile Barrier
4. nov4 Action Agenda



Volkert, Inc.
215 Fairpoint Drive
Suite B
Gulf Breeze, FL 32561
Office 850.512.8935
www.volkert.com

November 13, 2019

Mr. Michael Burgess
Director
City of Destin
Public Services Department
4200 Indian Bayou Boulevard
Destin, Fl. 32541

Re: City of Destin- General Services Agreement- RFQ 19-01-PS Engineering and Professional Consulting Services

Dear Mr. Burgess,

As requested, included are 2 signed originals of the City of Destin- General Services Agreement for RFQ 19-01-PS Engineering and Professional Consulting Services and 2 copies of the Volkert COI.

We want to thank you for the opportunity and look forward to working with the City of Destin.

Should you have any questions or need anything else, please give me a call.

Sincerely,

Mike Warnke, P.E.
NWF Lead / Assistant Vice President
Volkert, Inc.

CITY OF DESTIN, FLORIDA

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This AGREEMENT made and entered into this 12 day of November 2019, between the CITY OF DESTIN, FLORIDA (hereinafter referred to as "CITY" or "OWNER") and VOLKERT ENGINEERING, INC. (hereinafter referred to as "CONSULTANT").

WHEREAS, the CITY desires to engage the CONSULTANT to provide continuing general professional consulting engineering services; and

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

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

TERMS AND CONDITIONS OF AGREEMENT BETWEEN CITY AND CONSULTANT

ARTICLE 1 CONSULTANT'S RESPONSIBILITIES

1.1 CONSULTANT'S SERVICES

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

ARTICLE 2 CONSULTANT'S SERVICES

- 2.1 In accordance with Request for Proposals (RFP) NO. 19-01-PS which is hereby incorporated into this Agreement and attached hereto as Exhibit "A", CONSULTANT shall provide services including but not limited to: studies, surveys; design; preparation of plans, specifications and contract documents; conducting public information meetings, preparation of cost estimates; obtaining necessary federal, state and local governmental agency permits (fees to be provided by the City); construction inspections, construction management; contract administration; project completion certifications and as-built surveys as may be required; presentations to the City Council and the general public; right-of-way identification, appraisal and assistance in acquisition assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding or as directed by the City Manager or his designee (hereinafter referred to as "Consultant's services").

ARTICLE 3 CONSULTANT'S COMPENSATION

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

ARTICLE 4 CITY'S RESPONSIBILITIES

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

CONSULTANT'S work products. Upon receipt of this written notice, CONSULTANT shall promptly remedy any fault or defect in the services performed or nonconformance of CONSULTANT'S work products.

ARTICLE 5 OWNERSHIP AND USE OF DOCUMENTS

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

ARTICLE 6 TERMINATION, SUSPENSION OR ABANDONMENT

- 6.1 This Agreement may be terminated by the CITY upon not less than ten (10) days written notice should the CONSULTANT fail substantially to perform in accordance with the terms of this Agreement through no fault of the CITY.
- 6.2 This Agreement may be terminated by either party upon not less than sixty (60) days written notice, for any reason or no cause whatsoever.
- 6.3 The CITY may suspend an open task order upon not less than ten (10) days written notice.
- 6.4 If the CITY fails to make payment, within the forty-five (45) days of invoice approval permitted under Florida Statutes, when due the CONSULTANT for services and expenses, the CONSULTANT may, upon seven (7) days written notice to the CITY, suspend performance of services under this Agreement. Unless the CONSULTANT receives payment in full within fifteen (15) days of the date of the notice, the suspension shall take effect without further notice.
- 6.5 In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with reimbursable expenses.

ARTICLE 7 NOTICES

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

CITY OF DESTIN	CONSULTANT
Lance A. Johnson, City Manager	Mike Warnke, VOLKERT
4200 Indian Bayou Trail Destin, Florida 32541 850.837.4242	14101 Panama City Beach Parkway Suite 190 Panama City Beach, FL 32413 850.588.1618

ARTICLE 8 INSURANCE REQUIREMENTS

- 8.1 During the performance of services under this Agreement, CONSULTANT shall maintain Commercial General Liability, Business Automobile Liability (including hired and non-owned coverage) and Professional Liability. Such coverage shall adequately protect the interest of the CITY in regard to all exposures including design defects and subsequent costs and lost revenue to loss associated with this Agreement. In no circumstance shall the limit of liability be written with limits less than \$2,000,000.00 per event/\$4,000,000.00 annual aggregate. CONSULTANT shall also maintain Workers' Compensation Insurance at the statutory limits. Workers' Compensation Policy shall contain a waiver of subrogation in favor of the CITY. CONSULTANT shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be cancelled, or coverage reduced without at least 30 days written notice to the CITY. All coverage shall be with carriers admitted to do business in the State of Florida. Carriers shall be A+ rated by A M Best Company and have a financial size of X or higher. The Commercial General Liability, Business Automobile and Workers' Compensation policies shall name City of Destin, Florida as an Additional Insured. City of Destin, Florida shall be listed as the Certificate Holder on all certificates. CITY reserves the right to modify its insurance requirements with sixty (60) days written notice to CONSULTANT.
- 8.2 CONSULTANT shall supply certificates of insurance specifically stating the RFP number and title for all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "C" and made a part hereof.
- 8.3 The required insurance policies shall contain the following provisions:
- 8.3.1 There are not to be any special limitations on the protection being provided to the CITY, its officials, employees or volunteers.
- 8.3.2 The CONSULTANT shall provide timely reporting of incidents to its insurance carrier as required under the provisions of its insurance policies. A copy of any filed reports shall also be sent immediately to the CITY. The CONSULTANT shall exercise due diligence to ensure all reporting provisions are met to protect coverage afforded to the CITY, its officers, officials, employees or volunteers.
- 8.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures shall be made in accordance with the following:
- 8.4.1 Insurance coverage required in these specifications shall be in force throughout this Agreement. Should the CONSULTANT fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the Agreement, the CITY shall have the right to consider the Agreement breached and justifying termination thereof.

ARTICLE 9 SOVEREIGN IMMUNITY

- 9.1 The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of 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, or any other provision of law.

ARTICLE 10 INDEMNIFICATION

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

ARTICLE 11 MISCELLANEOUS PROVISIONS

- 11.1 The CITY and CONSULTANT intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in the state courts of Okaloosa County, Florida and no where else.
- 11.2 All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a party unless made in writing signed by that party or a duly authorized agent of that party who is empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.
- 11.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion, or the date of issuance of the Final Certificate for Payment for acts or failures to act occurring after completion.
- 11.4 This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.
- 11.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.
- 11.6 CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.
- 11.7 Where CONSULTANT is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and

expense of obtaining all necessary licenses, permits, inspections and insurance, as required.

- 11.8 The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.
- 11.9 Time is of the essence under this Agreement.
- 11.10 The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 11.11 If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 11.12 In any dispute relating to this Agreement each party shall be responsible for its respective attorney's fees and costs.
- 11.13 This Agreement is binding on the parties, their successors and assigns.
- 11.14 This Agreement shall not be assigned or otherwise conveyed to any other third party without the written consent of the non-assigning or non-conveying party.
- 11.15 **WAIVER OF RIGHT TO JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENTS CONTEMPLATED TO BE EXECUTED IN CONJUNCTION THEREWITH, AND ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO.**

ARTICLE 12 PUBLIC RECORDS

- 12.1 **CONTRACTOR** must comply with the public records law, Chapter 119, Florida Statutes; specifically, **CONTRACTOR** must:
- a. Keep and maintain public records required by the **CITY** to perform the service.
 - b. Upon request of the **CITY'S** custodian of public records, provide the **City** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if **CONTRACTOR** does not transfer the records to the **CITY**.
 - d. Upon completion of the Agreement, transfer, at no cost, to the **CITY** all public records in possession of **CONTRACTOR** or keep and maintain public records required by the **CITY** to

perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- e. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY AT (850) 837-4242 OR BY MAIL AT CITY OF DESTIN, CITY CLERK'S OFFICE, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541.

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

CITY:
Lance A. Johnson
Its: City Manager

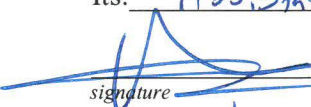

signature

Date: 11/14/19

CONSULTANT:

Mike Warnke

Its:

Assoc. State Vice President

signature

Date: 11/12/19

Attest to
Signature:


(Seal)

Date: 11/14/19

Witness to Signature:


signature

Print Name:

HEATHER L. WOOTEN

Witness to Signature:


signature

Print Name:

Melody A. Price

Approved as to Legal Form:


Kyle Bauman, City Attorney

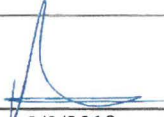
EXHIBITS

- A. Request for Proposal No. 19-01-PS
- B. Fee Schedule
- C. Certificates of Insurance

ENGINEERING AND PROFESSIONAL CONSULTING SERVICES SCHEDULE OF SUB-CONTRACTORS

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

<u>Name of Sub- Consultant</u>	<u>Address of Sub- Consultant</u>	<u>License No.:</u>	<u>Task</u>	
DAG Architects	1223 Airport Road Destin, FL 32541	AAC000745	Architectural	
TSW Design	1389 Peachtree ST NE Suite 200 Atlanta, GA 30309	applied for	Landscape Architect	
Smith Seckman Reid, Inc.	3243 E. James Lee Blvd Crestview, FL 32539	P36528	Computer/HVAC/Mechanical/ Athletic Field Design	
NOVA Engineering & Environmental, LLC	17612 Ashley Drive Panama City Beach, FL 32413	27772	Geotechnical/Hydrogeological Engineering	
SCS Engineers	3922 Coconut Palm Drive, Suite 102 Tampa, FL 33619	P17311	Hazardous Waste/Solid Waste	
Gulf Coast Professional Surveying, Inc.	417 Bay Shore Drive Panama City Beach, FL 32407	LS5323	Surveying	
South Coast Engineers	PO Box 72 Fairhope, AL 36533	N/A	Coastal Engineering	

Signature 

Date: 8/9/2019

Title/Company Assistant Vice President/NWF Lead, Volkert, Inc.

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

VOLKERT



TRANSPORTATION ▼ ENERGY ▼ WATER ▼ ENVIRONMENT

Volkert 2019 Billing Rates

Position	Billing Rate w/o Directs	Billing Rate w/ Directs
Principal	246	271
Supervisor	228	251
Project Manager	195	214
Staff 2 Engineer	161	177
Staff 1 Engineer	102	113
Senior Designer	133	146
Designer	109	120
Technician	107	118
Drafter	76	83
Bridge Inspector 2	129	142
Bridge Inspetcor 1	116	128
Admin. Assistant	83	91
Survey Manager	128	141
2-man Survey Crew	116	127
3-man Survey Crew	201	221
4-man Survey Crew	211	233

The above rates are for the year of 2019. These rates shall be updated yearly to account for salary changes and overhead audits

2018 OH	157.20%
Facilities Cost of Capital	0.58%

Exhibit B

TRANSPORTATION ▼ ENERGY ▼ WATER ▼ ENVIRONMENT

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

Volkert, Inc.
14101 Panama City Beach Parkway,
Suite 190
Panama City Beach, FL 32413
www.volkert.com
850-588-1618

VOLKERT

August 15, 2019

RE: Qualifications to provide engineering and professional consulting services *RFQ No. 19-01-PS*

Volkert, Inc., (Volkert) is pleased to provide our qualifications to the City of Destin for the above referenced continuing services contract. We have assembled a team of well-qualified professionals who present a range of expertise and experience to complete any assigned tasks anticipated for this contract. We have prepared our submittal in accordance with the RFP dated July 15, 2019.

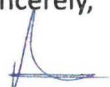
Mike Warnke, PE, ENV SP, will serve as **Principal-in-Charge/Project Manager** with over 23 years engineering experience in the Northwest Florida area. His services since joining Volkert in 2014 have included a variety of projects focusing on infrastructure improvement with projects ranging from drainage improvements, to roadway and bridge design, force main upgrades, sidewalks/multi-use paths, stream/dam restoration, and recreational facility master plans. He will lead the efforts on this contract and serve as the main point of contact for the City throughout the duration of the contract. As part of our team "license" section we have provided a copy of our Corporate Resolution giving Mr. Warnke authorization to bind the company with the City on this contract.

Throughout our history, Volkert has served municipal and local government needs, often in the context of "stand-by" or "on-call" master contracts. In these kinds of contracts, we understand the importance of functioning as an extension of City staff, of being flexible and responsive, and of providing timely and accurate service when called upon.

Volkert's recent Northwest Florida experience includes roadway and bridge design, stormwater/drainage improvements, planning, traffic engineering, bridge inspection, Athletic Field design, park design, Living Shorelines, stream restorations and construction inspection services for municipalities and the FDOT including the City of Pensacola, City of Milton, Escambia County, Santa Rosa County, Okaloosa County, Bay County, and the City of Panama City, Florida.

Volkert will manage this project from our office in Panama City Beach, Florida (address above) with a project team that is ready to begin providing services to the City upon notice to proceed. We look forward to working with the City on any tasks assigned through this contract. The Volkert Team is committed to fulfilling the City's mission to improve the safety and welfare of the public. We look forward to discussing this opportunity in greater detail. Feel free to contact me via my cell phone at 1-850-512-8935 or via e-mail at mike.warnke@volkert.com with any comments or questions you may have.

Sincerely,



Mike Warnke, PE, ENV SP
Project Manager, Assistant Vice President/NWF Leader



TABLE OF CONTENTS

TECHNICAL PROPOSAL

	PAGE
▼ Cover Letter (1 pg)	1
▼ Table of Contents	2
▼ Team Overview/History	3
– Respondent's Qualification Statement	
– Firm's Proposal (Team overview/History/Experience)	
• Volkert, Inc.	
– Teaming Partners/Subconsultants	
• DAG Architects, Inc.	
• TSW Planners Architects Landscape Architects	
• Smith Seckman Reid, Inc.	
• NOVA Engineering & Environmental, LLC	
• SCS Engineers, Inc.	
• Gulf Coast Professional Surveying, LLC	
• South Coast Engineers, LLC	
– Previous Collaboration	
– FDOT Pre-qualification	
– Qualifications to Provide Scope of Services	
• Additional Services	
– Business Addresses To Lead the Project	
– Why Choose the Volkert Team	
▼ Experience of the Team	23
– Similar Project Experience	
▼ Project Team/Resumes	49
– Organization Chart	
– Key Resumes (4 resumes)	
– Qualifications of Proposed Staff	
– Availability/Location/Willingness to meet Budget/Schedule/Current Workload (1 pg)	
▼ Project Approach (limited to 6 pgs)	56
▼ References (last 3 years)	60
▼ Licenses/Certifications	63
– Licenses/Certifications	
• Sample Insurance Certification	
• Firm Florida PE License	
• Certificate of Authorization to do Business in Florida	
• Corporate Resolution giving Signing Authority	
• FDOT Pre-qualification Letters (as applicable)	
▼ Procurement Forms/Documents (Attachment A)	85
– Respondent Acknowledgment	
– Addenda Acknowledgment (if applicable)	
– Public Entity Crimes Statement	
– Confirmation of Drug Free Workplace	
– Conflict of Interest Disclosure Form	
– Liability and Indemnification Form	
– Certification of Independence and No Conflict of Interest	
– Schedule of Sub-Consultant(s)	

TOTAL PAGES 94



RESPONDENT'S QUALIFICATION STATEMENT

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

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

Submitted By: Volkert, Inc.

Name: Mike Warnke, PE, ENV SP

Address: 14101 Panama City Beach Parkway, Ste 190

City, State, Zip: Panama City Beach, FL 32413

Telephone No.: 850-588-1618

Fax No.: N/A

Check One

Corporation

Partnership

Individual

Other

☒
☐
☐
☐

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

The correct name of the Respondent is: Volkert, Inc.

The address of the principal place of business is: 14101 Panama City Beach Parkway, Ste 190
Panama City Beach, FL 32413

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

- a. Date of Incorporation: 12/15/1986
- b. State of Incorporation: Alabama
- c. President's name: Jerry Stump, PE
- d. Vice President's name: Michael Warnke, PE, ENV SP
- e. Secretary's name: Roger Guilian, SR
- f. Treasurer's name: Mike Sampson
- g. Name and address of Resident Agent: Michael Warnke, PE, ENV SP

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

a. Date of organization: N/A

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

N/A

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

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

N/A

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

N/A

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

94

Under what other former names has your organization operated?

Volkert & Associates, Inc. (Est. 1999); David Volkert & Associates, Inc. (Est. 1963);

Ewin Engineering (Est. 1949); J.P. Ewin, Inc. (Est. 1946); Doullut & Ewin, Inc. (Est. 1925)

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

PE License Number CA4641 (expires Feb. 2021) - License attached on next page

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

Volkert has not failed to complete any work assigned. Our firm is reliable and does not submit our qualifications for projects that we cannot complete to the satisfaction of our clients.



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

VOLKERT, INC.

3809 MOFFETT ROAD
MOBILE AL 36618

LICENSE NUMBER: CA4641

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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

See attached statement of qualifications document

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

Mike Warnke, PE, ENV SP

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

Roger Guilian, J.D., General Counsel, Vice President

11 N. Water Street, Suite 18290, Mobile, AL 36602

251-342-1070

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

Volkert is an Employee Owned firm with no member of the firm having more than 5% stake in the company.

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

Volkert Global, 302 Innovation Drive, Suite 100, Franklin, TN 37067, S-Corporation

Volkert, Michigan, 11 N Water Street Suite 18290, Mobile, AL 36602, S-Corporation

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

		Revenue Index Number
a.	Government Related Work	4
b.	Non-Governmental Related Work	7
	Total Work (a +b):	9

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

15. **Bank References:**

Bank	Address	Telephone
Regions Bank	11 N Water Street, Mobile, AL 36652	251-690-1087 (Contact Chris Esfeller)

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

Volkert has a history of completing projects on-time and within established budgets for our clients by realistically planning, adhering to a written schedule, and meeting regularly to discuss issues or problems that need to be addressed.

See attached SOQ for additional information.

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

Our proven Quality Control Process engages two professionals who will evaluate and review all deliverables produced by the Volkert team (including deliverables produced by subconsultants). The project specific Quality Assurance plan, that will be developed at project kick-off, will detail the steps required for all documentation; client and team communication; and contract, schedule, and budget compliance reviews

See attached SOQ for additional information.

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

24-48 hours, typically if additional research is required for the response it may take a little longer

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

N/A Volkert has not filled for bankruptcy

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

Volkert does not have any pending litigation that will affect the performance of services under this contract. A list of lawsuits can be found on the following pages.



PAST, CURRENT, AND PENDING LITIGATION (LAST 5 YEARS)

Volkert does not have any pending litigation or investigation that will affect the performance of the services to be rendered under this contract. As is the normal course of business for any successful professional services firm, Volkert manages some unavoidable lawsuits, claims and other issues which are common to large public infrastructure endeavors. Volkert carries professional liability insurance, commercial general liability insurance and worker compensation insurance to protect it against losses and damages.

Volkert does not have any work failed to complete in the last five years. Our firm is reliable and does not submit our qualifications for projects that we cannot complete to the satisfaction of our clients.

A detailed list of lawsuits in which our Team (firms, officers, or individuals) is involved, relative to services is outlined below. We do not anticipate these lawsuits to affect this contract.

Howard Webb

Status: Settled

Project Wastewater Facilities for Southeastern Mobile County, AL.

Nature of Claim(s) Personal injury plaintiff who worked for a construction company, who is preempted by worker compensation statute, has issued a dispute to bring Volkert into the case for his on-the-job injury because he cannot pursue his employer or co-workers who caused his on-the-job injury. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style Howard Webb v. C.B. Developers, Inc., et al.
Civil Action No.: CV-2016-902049.00
Circuit Court of Mobile County, Alabama

Corky Wayne Priest

Project N/A

Nature of Claim(s) Alleged soft-tissue car wreck plaintiff suing for low-speed impact rear-end collision with Volkert vehicle. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style Corky Wayne Priest v. William Laroy Squires, Jr.,
Civil Action No.: CV-2017-902668.00
Circuit Court of Mobile County, Alabama



L&A Contracting Co., Inc.

Project US 11 Lake Pontchartrain Bridge Rehab, Phase 1

Nature of Claim(s) Plaintiff Contractor alleges that the Louisiana Department of Transportation & Development, through Volkert and SDR as engineering firms and/or consultants, failed to perform their duties in a timely and professional manner resulting in additional work and causing delay, disruption, and other related damages to L&A. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style L&A Contracting Co. v. Louisiana Department of Transportation & Development, et al.
Case No. 661457
19th Judicial District Court for the Parish of East Baton Rouge

Markham-Peachtree Storm Drain Improvements

Project Markham-Peachtree Storm Drain Improvements – Slidell, LA.

Nature of Claim(s) Two sets of homeowners complain that construction caused their nearby homes to crack and settle. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style Gaspar & Erin Saldibar v. Command Construction, et al.
Case No. 2017-12354
22nd Judicial District Court for the Parish of St. Tammany
John & Christina Holm v. Command Construction, et al.
Case No. 2018-10205
22nd Judicial District Court for the Parish of St. Tammany

City of Walker, Louisiana – I-12 Flood Case

Project I-12 Widening O’Neal Lane Interchange to Pete’s Highway East Baton Rouge & Livingston Parishes

Nature of Claim(s) City of Walker, Louisiana has sued the Louisiana Department of Transportation & Development and others over the 1,000-year rain event that hit western Louisiana in 2016. The Plaintiff claims that newly widened I-12 through the area – specifically the FHWA-mandated centerline barrier walls – exacerbated the flooding. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style City of Walker, LA. v. LDOTD, et al.
Case No. 654278
19th Judicial District Court for the Parish of East Baton Rouge

James Construction Group, Inc. adv. Volkert, Inc. (Arbitration)

Status: Settled

Project I-269 Coldwater Creek

Nature of Claim(s) Design-Build Contractor client who underbid project is alleging that Volkert’s geotechnical engineer committed one or more negligent errors and omissions relative to soils reports and recommended concrete mix for pile-driving operations. The Owner, Volkert, and the geotechnical engineer, however, alerted the Contractor to the presence of sulfates in the soil, as well as the fact that the Contractor’s proposed concrete mix would not work. Contractor also making allegations relative to seismic conditions. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style N/A



Mobile Area Water and Sewer System (MAWSS) Outfall Line (Mobile, AL)

Project MAWSS Outfall Line, Phase B Improvements

Nature of Claim(s) Contractor who was terminated by Owner for falling behind construction schedule and refusing to perform change order work has sued the Owner and Volkert. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style Hughes Plumbing & Utility Contractors, Inc. V Board of Water and Sewer Commissioners of the City of Mobile, Alabama, et. al.
Civil Action No. 02-CV-2015-901468
13th Judicial Circuit of Alabama.

I-10 Veterans Parkway Litigation (New Orleans, LA)

Project I-10 Veterans Parkway to Clearview Interstate Widening

Nature of Claim(s) Homeowner complaints about construction equipment and pile-driving operations. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style Richard Bagot, et al. v. James Holdings, LLC, et al.
Docket No. 734-522-O
24th Judicial District Court for the Parish of Jefferson, Louisiana
Ninon Ledesma v. James Holdings, LLC, et al.
Docket No. 734-602-M
24th Judicial District Court for the Parish of Jefferson, Louisiana

Rodriguez Family Motor Vehicle Accident Claim

Not related to a project

Nature of Claim(s) Former EE rear-ended the Rodriguez family on Maitland Avenue in Maitland, FL on December 13, 2016. Multiple alleged injuries. Volkert disputes the allegations in this matter, and is defending itself vigorously.

No lawsuit. Claimants and Volkert/Volkert insurer working on settlement at this time.

Case Style N/A

Amber Marie Carlock v. Chad Connell, et al.

Nature of Claim(s) Lawsuit over June 17, 2016 car wreck. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style 9th Judicial Circuit for Orange County, FL
Case No. 2017-CA-010848-O

Arlette Bridges v. St. James Parish School Board, et al.

Nature of Claim(s) Slip-and-fall where Plaintiff claims to have slipped in mud on a sidewalk near school construction site and cut her knee. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style 23rd Judicial District of Louisiana, Parish of St. James
Case No. 00038822



Carolyn Hammell & Bonderia Lyons, et al. v. Granite Construction Co., et al.

Nature of Claim(s) 100+ property owners adjacent to major interstate and overpass rehabilitation project in the Birmingham CBD allege to have suffered property damage and personal injury from dust kicked up by construction activities. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style Circuit Court of Jefferson County, AL.
Case No. 01-CV-2018-903007.00

Radames Anthony Beltre v. City of Fairfax, VA., et al.

Nature of Claim(s) Lawsuit over single-vehicle accident in which Plaintiff “bottomed out” on a small water main on a milled-up roadway. Plaintiff claims to have suffered personal injuries after getting his car stuck on the water main. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style Circuit Court of the County of Fairfax, VA.
Case No. 2018-6730

Jerica Jones (Estate of Kenneth McNeil) v. James Construction Group, et al.

Nature of Claim(s) Decedent Kenneth McNeil was killed when his vehicle was rear-ended by an 18-wheeler on I-10 in a construction zone in Lafayette Parish, LA. Personal representative of Mr. McNeil’s estate is suing the trucking company and all companies who were involved in the construction project. Volkert disputes the allegations in this matter, and is defending itself vigorously.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style 151st Judicial District Court of Harris County, TX
Case No. 201911070

Hemphill Construction Co. v. City of Biloxi, MS., et al.

Project: *Reynoir Street – Biloxi Infrastructure Buena Vista West*

Nature of Claim(s) General contractor has run into AT&T duct bank that contractor claims was not called out in utility locations in the plans. Contractor seeking damages for delay and additional field services. Volkert was not tasked with located subterranean utilities, and was only contracted to perform utility survey of known utilities.

Amount at Issue Excess of the minimum jurisdictional limits

Case Style In the Second Judicial District of Mississippi – Harrison County
Case No.: A2042-2019-49

Oscar Renda Construction Company Claim (same project – not a lawsuit but is a claim).

Project: *Reynoir Street – Biloxi Infrastructure Buena Vista West*

Nature of Claim(s) ORC is seeking damages for tear-out of curb-and-gutter that it claims is the result of engineering design error. Volkert is defending this claim.

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

N/A no principals or officers of the firm have been listed as defendants in criminal proceedings or hearings concerning business related offenses.

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

N/A no principals or officers of the firm have been convicted of a public entity crime, disbarred, or suspended from bidding on any government agency

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

(Signed) _____

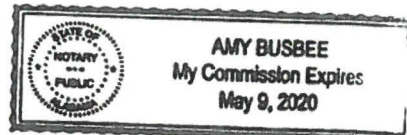
(Title) Assistant Vice President/NWF Lead

Subscribed and sworn to before me

This 9th day of August, 2019


Notary Public (Signature)

My Commission Expires: 5.9.2020

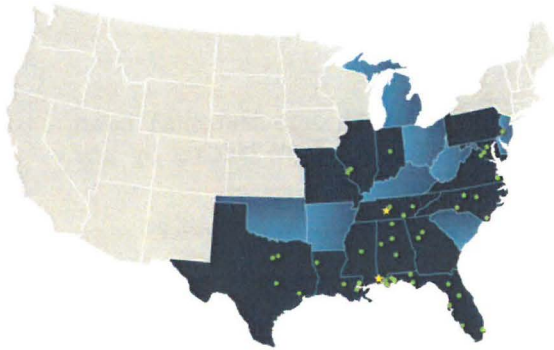




TEAM OVERVIEW/HISTORY

Firm's Proposal (Team Overview/History/Experience)

Volkert, Inc. (Volkert) is an employee-owned professional services firm focused on infrastructure engineering, serving state and federal agencies, local and municipal governments, and private industry. Founded in 1925, Volkert has grown from a regional engineering firm to include a nationwide client base.



With corporate offices in Mobile, Alabama, and Franklin, Tennessee (near Nashville), Volkert is active in over 20 states and the District of Columbia, with experience and/or professional licenses to serve clients nationwide.

Volkert opened its Pensacola office in 1994, building upon the firm's longtime partnership with the Florida Department of Transportation (FDOT) and local municipalities and has seen it expand to several offices in Northwest Florida to better serve our clients. In Northwest Florida alone we have offices in Panama City Beach, Pensacola, Chipley, and Gulf Breeze, Florida. Volkert's Panama City Beach office will lead the services for this project with support from our other offices as necessary.

Volkert's recent Northwest Florida experience includes roadway and bridge design, stormwater/drainage improvements, planning, traffic engineering, bridge inspection, Athletic Field design, park design, Living Shorelines, stream restorations and construction inspection services for municipalities and FDOT including the City of Pensacola, City of Milton, City of Panama City, Escambia County, Santa Rosa County, Okaloosa County, and Bay County, Florida. This includes both planned and emergency repair contracts.

The company ranks among the top 100 engineering firms in the United States—#87 overall and #68 among pure design firms in the "2019 Top 500 Design Firms" published by Engineering News-Record. Volkert was featured in the 2017 Tampa Bay Business Journal's list of top engineering firms.

The firm's staff of more than 1,100 professionals includes planners, multi-disciplinary engineers, construction engineers, environmental specialists, program managers, construction managers, real estate specialists, and landscape architects. Our professionals are supported by a full-service team of CADD operators; GIS technicians; financial analysts; computer specialists; cost estimators and office support.

Our firm includes:

- ▼ Experienced civil, structural, utility, and electrical engineers
- ▼ Licensed and experienced surveyors
- ▼ Comprehensive environmental services
- ▼ Full range of construction management and CEI services

This extensive roster of services, combined with our diverse staff and project experience, allows us to take projects from the planning stages through construction while representing our clients' best interest. We have provided services in Florida for more than 40 years and believe our local expertise can provide the City with the level of experience and innovation that has been our hallmark since 1925.





TEAM OVERVIEW/HISTORY

Teaming Partners/Sub-consultants

In an effort to provide the City with all the services as specified in the RFQ, we will augment our services with the following firms:

DAG Architects, Inc. was founded in 1981, DAG Architects Inc., (DAG) is recognized as a leader throughout the state for contributions to the design of the area's built environment. DAG currently has a staff of 36, with 17 licensed architects, 12 graduates of accredited architectural schools who are not yet licensed, 3 construction administrators, and 4 administrative personnel. Five of these individuals are also LEED Accredited Professionals. DAG has four offices in Florida including Destin, Tallahassee, Pensacola, and Panama City. DAG will perform their services for this project from their office in Panama City, Florida.



TSW | Planners | Architects | Landscape Architects (TSW) is an Atlanta, Georgia based full-service planning, architecture, and landscape architecture design firm with approximately 30 full-time employees. Maintaining a small office size allows our principals to be hands-on in every aspect of a project and allows for more multidisciplinary collaboration. TSW works throughout the Southeast and in the Caribbean on projects, including downtown master plans, comprehensive plans, corridor studies, coding and guidelines, mixed-use developments, multifamily, civic buildings, ecclesiastical, townhouses, park and recreation facilities, and streetscapes. Our design philosophy is guided by a commitment to developing sustainable places for future generations. We design tailored solutions for each project and focus on an approach grounded in collaboration, relationships, and trust between TSW, our clients, and area stakeholders.



Smith Seckman Reid, Inc., is a 100% employee-owned engineering and consulting firm that believes in putting people first. You are the driving force behind our dedication to providing engineering, commissioning, sustainability, and technology solutions. Leveraging our more than 50 years of expertise, we're focused on providing exceptional client experiences. We know that your successes are our successes — and we intend to succeed.



NOVA Engineering & Environmental, LLC (NOVA) Established in 1996, NOVA was originally founded to provide Environmental Consulting, Geotechnical Engineering, and Construction Materials Testing and Inspection services to the design and construction community. Currently, NOVA employs 370+ personnel in 16 offices serving clients throughout the southeastern United States and beyond. Their professional staff consists of registered engineers, geologists, scientists, certified industrial hygienists, ICC inspectors, building officials, laboratory specialists, NICET-certified technicians, AWS-certified welding inspectors, and specialty consultants.



SCS Engineers, Inc., is an environmental consulting and contracting firm founded in 1970 that serves public and private clients across the nation and around the world. Their core capabilities are in solid and hazardous waste management, energy, remediation and environmental compliance. SCS Engineers specializes in the assessment, design, permitting, construction, operation and maintenance, and monitoring of sustainable environmental solutions and facilities. They have offices in Jacksonville, Orlando, Tampa, West Palm Beach and Miami, Florida.





TEAM OVERVIEW/HISTORY

Gulf Coast Professional Surveying, LLC, is a full service land surveying and geomatics firm specializing in the surveying, mapping, subdivision planning and design, and construction management of municipal, public works infrastructure, transportation, commercial, industrial, institutional, coastal and water resources related projects. GPS LLC has been providing professional services to public and private clients throughout the Southeast United States since March 2010. We are located in the Northwest Florida panhandle on the shoreline of the World's Most Beautiful Beaches and have established an exceptionally strong reputation as one of the top land surveying and geomatics firms along the Gulf Coast States



South Coast Engineers, LLC (SCE) a **DBE firm** based in Fairhope, Alabama, specializes in civil engineering in the coastal environment - coastal engineering, coastal management and applied coastal science. The firm performs services in the planning and design of living shorelines, beach nourishment and other storm damage risk reduction projects, coastal erosion studies and solutions, coastal ecosystem restoration, coastal highways and other infrastructure, coastal wave and circulation modeling, and coastal resilience planning for hurricanes and climate change. SCE mission is to enhance the quality of life along the coast with engineering which appropriately accounts for waves, tides, sand, and ecosystems.



Previous Collaboration

Our Team, who has a vested interest in the improvement of existing facilities and infrastructure within the City of Destin area, has worked together in various capacities on Northwest Florida projects for local municipalities and the FDOT and look forward to working together again through this contract with the City of Destin.

This variety of experience allows the City the knowledge that there's no task we can't provide services for under this contract, as shown on the following pages. This team commits that the personnel shown throughout this submittal will be immediately available for task order assignments upon notice to proceed. We are ready to get to work in the **World's Luckiest Fishing Village**.

We have included on the following pages our Team's qualifications to provide the services highlighted as part of the scope of services anticipated within the RFQ. A detailed approach to this type of contact can be found in behind the Project approach tab of this submittal.

FDOT Pre-qualification

Many of our Team members are pre-qualified to provide services for FDOT in a variety of categories from roadway to bridge design to CEI.

As specifically called out in the RFQ we have the following firms pre-qualified in work type 3.1 with FDOT Pre-qualification letters, where applicable provided within the licenses/certification section of our qualifications package.

- ▼ Volkert, Inc.
- ▼ Smith Seckman Reid, Inc.



TEAM OVERVIEW/HISTORY

Qualifications to Provide Scope of Services

We understand that this type of contract could include a wide range of services and we have developed a team that has the capacity, experience and knowledge to be able to handle any tasks assigned under the contract. Throughout our history, **Volkert** has served municipal and local government needs, often in the context of “stand-by” or “on-call” master contracts. In these kinds of contracts, we understand the importance of functioning as an extension of municipal department staff, of being flexible and responsive, and of providing timely and accurate service when called upon.

We offer our commitment to work as a partner with the City, to serve the citizens of Destin and enhance public facilities throughout the area. We have reviewed the list of services sought and submit our qualifications for the following:

- ▼ Civil Engineering/Roadway Design Services
- ▼ Computer Consulting
- ▼ Electrical Design
- ▼ Environmental Compliance/Permitting
- ▼ Geotechnical
- ▼ Hazardous Waste
- ▼ HVAC
- ▼ Hydrogeological
- ▼ Mechanical
- ▼ Solid Waste
- ▼ Structural Design
- ▼ Surveying & Right-of-Way Mapping
- ▼ Athletic/Recreational Field Design/Planning
- ▼ Architectural Services
- ▼ Landscape Architecture
- ▼ Transportation/Traffic
- ▼ Planning/Site Design
- ▼ Mapping/GIS Services
- ▼ Construction Management
- ▼ Construction Engineering Inspection (CEI)
- ▼ Coastal Engineering

As shown on the following pages the Volkert team has the expertise, breadth, and depth to address the variety of potential assignments encompassed in this contract. We commit to the City of Destin that we will mobilize resources immediately upon notice to proceed.

Civil Engineering/Roadway Design

Throughout **Volkert's** history, we have been a significant contributor to development throughout the Southeast United States, primarily for the various local municipalities and State DOT's. Our civil design services include:

- ▼ Feasibility studies
- ▼ Site design
- ▼ Capacity analyses
- ▼ Environmental studies
- ▼ Conceptual plans
- ▼ Lighting
- ▼ Intersection improvements
- ▼ Industrial parks
- ▼ Field survey
- ▼ Aerial mapping
- ▼ Signing plans
- ▼ streetscaping
- ▼ Pedestrian improvements
- ▼ Traffic signal plans
- ▼ Intelligent Transportation System (ITS)
- ▼ Bridge design
- ▼ Drainage studies/design
- ▼ Utility design
- ▼ Hydraulic design (bridge and roadway)
- ▼ Roadway/city street design
- ▼ Bike paths/pedestrian facilities
- ▼ Survey/ROW mapping

Our experience in developing construction plans allows Volkert to account for potential impacts during the conceptual design phase including constructibility and environmental avoidance issues. From simple site development projects to multi-discipline complex design projects, Volkert's approach to design revolves around our desire to use our wealth of experience to satisfy our clients' needs - on time and within budget. Volkert's accomplishments are a result of the daily involvement of senior management, a company-wide commitment to quality, and dedicated professionals.

Volkert's years of experience in engineering design throughout the southeast has provided us with a unique and valuable asset – a vast resource of design details and cost estimate databases that can be drawn upon to determine the best possible project approach and schedule. We maintain a large, permanent staff of design professionals, so we have ample in-house resources for peer review and quality control.



TEAM OVERVIEW/HISTORY

Computer Consulting

SSR provides clients with technology and equipment planning so as to automate processes as applicable as well as to upgrade existing systems. Some of their services include equipment planning, communication system design, security consulting, audiovisual design, procurement of equipment, transition planning and move management.

Electrical Engineering

Volkert's electrical experience includes power distribution systems, building power and lighting systems, communications, airport runway and taxiway lighting systems, roadway lighting, and emergency generators. Volkert provides our clients with analysis, design, construction inspection and start-up assistance for all types of electrical projects. Volkert is well known for our expertise in street, roadway, and interchange lighting. In addition to the lighting projects previously listed, Volkert also provides both interior and exterior lighting for plants, warehouses, parking lots, ballparks, laboratories, and emergency power stations/generator systems. Our lighting design includes the use of the latest in computer lighting design programs. These programs provide accurate photometric modeling and are capable of providing a three dimensional view to show the finished product.



Environmental/Permitting

Since the 1970's **Volkert** has promoted sound engineering concepts that are sensitive to the preservation and restoration of the environment. We take a proactive approach — monitoring regulatory developments, assessing the impacts of human activities on natural resources, and providing solutions that satisfy the requirements of owners, regulators, and the public. For more than two decades, our dedicated group of ecologists, biologists, geologists, GIS specialists, environmental scientists, and environmental engineers have provided a full complement of environmental services that balance regulatory requirements, client goals and cost efficiency.

Volkert's environmental scientists are ready to assist in the studies and documentation necessary to satisfy the concerns of both regulatory agencies and the public. We pride ourselves in using innovative technology as the key to addressing the needs of our clients in sensitive environmental areas. Volkert's experience, coupled with our creativity in looking for solutions, allows us to provide programs and alternatives tailored to our client's unique needs.

This includes:

- ▼ environmental studies
- ▼ environmental documentation
- ▼ federal, state, and local permitting
- ▼ agency compliance
- ▼ wetland delineation, permitting, restoration, and creation
- ▼ habitat creation/restoration
- ▼ groundwater resource management
- ▼ water quality management
- ▼ ecological services
- ▼ cultural resources
- ▼ threatened and endangered species surveys

Geotechnical

NOVA will lead these efforts utilizing their personnel and laboratory in the Pensacola area. Established in 1996, NOVA was founded to provide environmental consulting, geotechnical engineering, and construction materials testing and inspection services to the design and construction community primarily in the Southeast United States. NOVA's staff includes: engineers, geologists, foundation/geotechnical engineers, engineering technicians, materials testing engineers and technicians, laboratory specialists and environmental scientists. NOVA maintains full-service laboratories capable of completing all required soil, rock, aggregate, concrete, and asphalt test necessary for detailed engineering analyses and evaluations.



TEAM OVERVIEW/HISTORY

Hazardous Waste

Releases or threatened releases of hazardous substances, and the management of hazardous wastes, are subject to a complex web of EPA regulations issued under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, also called Superfund) and Subtitle C of the Resource Conservation and Recovery Act (RCRA). **SCS Engineers** provides expert regulatory compliance and remediation assistance to our clients. Their professionals understand the regulations and what they mean to infrastructure projects.

HVAC

It comes at no surprise that the biggest energy and cost drain is the HVAC system. Energy recovery is an option to save on HVAC costs for organizations using a direct exchange system that's increasingly being written into building codes and ASHRAE standards. **SSR** is able to look at a facility or area and determine required HVAC operating parameters required, review operating practices and perform risk assessments, and focus on energy recovery systems that can cut energy use significantly over the life of the facility.

Hydrogeological

NOVA has extensive project experience providing hydrogeological data and geotechnical soil design parameters to assist in the design of stormwater management systems (SMS). They are well versed of the geotechnical engineering requirements as set forth in North West Florida Water Management Department's Environmental Resource Permit Applicant's Handbook.

Mechanical

SSR's mechanical engineers design high performance building systems that enable owners to operate their facilities efficiently and sustainably. Their services include

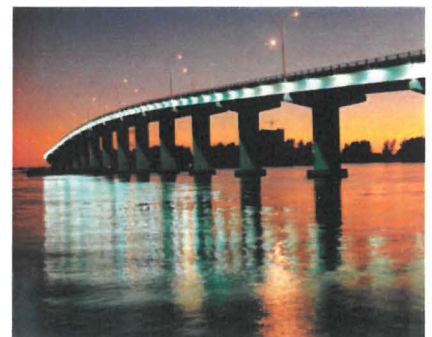
- ▼ Energy Life Cycle Cost Analysis
- ▼ Central and District Energy Plants
- ▼ High-Performance Building Systems
- ▼ Control and Energy Optimization Systems
- ▼ Energy Modeling, Auditing, and Thermal Mass Studies
- ▼ CFD Analysis
- ▼ Ground Source Systems
- ▼ Radiant Heating and Cooling
- ▼ Cogeneration
- ▼ Heat Recovery Systems
- ▼ Piping Stress and Hydraulic Analysis

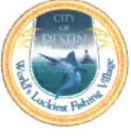
Solid Waste

Taken together, the collection, recycling, and disposal of solid waste are among the costliest of municipal services. Waste handling is also becoming more expensive because of recycling mandates, tighter landfill standards, and unstable markets for recyclable materials. The careful planning and implementation of solid waste management programs are high priorities for government and industry. **SCS Engineers** offers comprehensive integrated planning services to assist in achieving your goals in integrated waste management. SCS offers technical expertise as well as the economic and regulatory experience to help program managers develop effective integrated waste management programs while keeping an eye on the bottom line.

Structural Design

For the past 70 years, **Volkert** has been involved in the planning, design, and construction of bridge structures. Our experience covers a wide range of bridge types, including steel and concrete structures for low and high-level fixed spans, medium-level bascule bridges, long bridges over water, elevated urban interstates, multilevel interchanges as well as bridges across navigable waterways. Volkert has received regional and national recognition for innovative bridge design concepts and the application of unique construction processes, and is the recipient of state and national awards for bridge design.





TEAM OVERVIEW/HISTORY

Our structural engineering services include:

- ▼ new bridge design
- ▼ bridge repair/rehabilitation/replacement
- ▼ feasibility studies
- ▼ hydraulic studies
- ▼ non-destructive testing
- ▼ structural inspections
- ▼ scour inspection/analysis
- ▼ fender system repair
- ▼ damage assessments
- ▼ fracture critical member study/inspection/reports
- ▼ emergency repairs/rehabilitation

Surveying

GCPS land surveyors have extensive experience in the Gulf Coast States with an average experience of over 25 years. They currently employ licensed Professional Surveyors registered in the State of Florida, State of Alabama, and State of Mississippi. We are exceptionally experienced in working on federal military reservations across the United States, and municipal projects spanning the Southeast.

GPS prides itself on the commitment to maintaining a complete knowledge of the practice of surveying and the new technologies as they emerge. Continuing Education and Training Seminars are a routine standard for every licensed professional. GPS now uses Robotic Total Stations and a wireless/baseless Real Time Kinetic (RTK) GPS surveying system for all Global Positioning System surveying applications.

Athletic Field/Recreational Plan/Design

The sports and entertainment market creates the perfect convergence of technology, entertainment, and design. Both **Volkert** and **SSR** will work to provide these services for the City. Both bring unique qualifications and experience to these type of venues that often require everything from site design, drainage, parking to layout and design of athletic fields, restrooms, concession stands, scoreboard/announcing booths, and electrical design services. These facilities often require flexibility to host concerts, tournaments, games, and other diverse events.



For over 20 years, Volkert has provided program management services for vertical improvements including recreational facilities such as sports parks, as well as educational facilities in Florida, Alabama, and Louisiana. We are currently providing Program Management services for a multi-sport complex in Daphne, Alabama as well as providing similar services for recreational parks for the City of Birmingham, as highlighted in our experience section.

Recreational facilities are a great place to embrace green and sustainable solutions, from energy and water management to food sustainability and waste management. By being involved in the venue planning process from the beginning, SSR is continually excited to be part of the conversations that drive sports and entertainment facilities towards higher performance and sustainability.

Architect

DAG Architects is the largest architectural firm in the Florida Panhandle and has designed projects across the Southeast and Caribbean. They have a team of specialists - landscape architects, designers, civil engineers, and others - who collaborate on the development of parks, recreational spaces, retail and hospitality spaces, education and healthcare facilities, government and public spaces and mixed use sites.

Considerations for sustainability are central to the way DAG approaches their work, they have 8 employees on staff that are LEED accredited professionals. Many of DAG's projects are located in "new urbanism" developments, which focus on alternative transportation systems, maximizing open space, natural site development, and the use of native landscaping materials, and utilizing these concepts is common throughout all our work.



TEAM OVERVIEW/HISTORY

Landscape Architect

TSW is a full-service planning, architecture, and landscape architecture design firm with approximately 30 full-time employees. Maintaining a small office size allows our principals to be hands-on in every aspect of a project and allows for more multidisciplinary collaboration. TSW works throughout the Southeast and in the Caribbean on projects, including downtown master plans, comprehensive plans, corridor studies, coding and guidelines, mixed-use developments, multifamily, civic buildings, ecclesiastical, townhouses, park and recreation facilities, and streetscapes. Their design philosophy is guided by a commitment to developing sustainable places for future generations. TSW designs tailored solutions for each project and focus on an approach grounded in collaboration, relationships, and trust between TSW, our clients, and area stakeholders.

Transportation/Traffic Engineering

Traffic engineering provides for the safe and efficient movement of people and goods using cutting edge technology to maximize existing and future transportation infrastructure. **Volkert** has expertise in traffic engineering design, transportation planning/ studies and Intelligent Transportation Systems (ITS). Staff design traffic control devices for vehicles and pedestrian traffic, evaluate traffic safety and provide recommendations for improved safety measures. Expertise includes transportation management plans for phased construction projects and Intelligent Transportation Systems (ITS) to help coordinate, integrate and operate traffic systems. Clients include states, municipalities, metropolitan planning commissions, regional planning commissions and private developers.

- ▼ **Traffic Engineering Design** covers traffic signal design, signing plans, pavement marking plans, Transportation Management Plans (maintenance of traffic during construction), roundabout design and traffic engineering design review.
- ▼ **Transportation Planning/Studies** cover capacity analyses, data collection, feasibility studies, intersection evaluations, safety studies, simulation modeling, corridor studies, traffic calming studies, travel-time/delay analyses, travel-demand modeling, parking studies, pedestrian studies and traffic impact study preparation and review.
- ▼ **Intelligent Transportation Systems (ITS) services** include ITS Master Plans, adaptive signal control systems, Advance Traffic Management Systems (ATMS) non-obtrusive vehicle detection systems, system integration, freeway management systems, traffic operation center systems, CCTV, dynamic message signing and shared-lane signals/signing.

Volkert designs all traffic controls in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). We have worked with several state DOT's and local governments in the development of signal plans and have worked with clients to input signal timings into actual controllers. Volkert develops signal timing for isolated intersections as well coordinated timings for groups of intersections in rural as well as urban areas.



Planning/Site Design

For decades, **Volkert** has provided customized urban design and site development services to clients who have entrusted us on a vast range of services – from conducting visioning exercises during the planning process to obtaining construction permits during final design phases. Our engineers and environmental scientists collect and evaluate relevant data in order to make recommendations for permitting, zoning, master planning, engineering, and construction for major projects of all types. We are accustomed to the procedures of local, state, and federal regulatory agencies, and working with our clients to build consensus for their projects, secure necessary permits, and begin construction.

Volkert's site development services and experience range from master planning for municipal park projects to large scale master planning for regional areas.



TEAM OVERVIEW/HISTORY

Volkert's staff of planners and engineers offers a multidisciplinary planning team with in-depth expertise in both rural and urban planning and design, transportation planning, and community redevelopment and revitalization projects. Our team has experience providing project programming, scheduling, ADA compliance assessments, all while establishing and adhering to budgets. Building effective "complete streets" with bicycle and pedestrian accommodations enhances quality of life and health, strengthens communities, increases safety for all modes of transportation, reduces congestion, offers recreational opportunities, and benefits the environment.

SSR will assist with these services.

Mapping/GIS

Volkert's Mapping/GIS services consist of data collection, project coordination, post-processing and final deliverables for a variety of projects in which include corridor studies, environmental assessments and infrastructure repair projects. Volkert uses state-of-the-art technology to provide geographic solutions to address engineering, environmental, and developmental concerns. On several of our recent projects, we have demonstrated geographic information systems (GIS) technology leadership and experience in integrating GIS into environmental, engineering, utility, and planning projects.

TSW will assist in these services and strongly believes in the power of marketing and graphic techniques to convey concepts, achieve consensus, and get people excited about ideas as part of the public engagement effort in the planning and design process. We employ a variety of these techniques as part of every project, including perspective renderings, AutoCAD street, and building sections, SketchUp 3D modeling, ArcGIS mapping, Revit and Lumion computer-generated renderings, Photoshop before and after renderings, PowerPoint presentations, and visual preference and community surveys.

Construction Management/CEI

Managing multiple construction programs with limited budgets and personnel resources can be a challenging task. **Volkert's** program/construction management teams provide clients an effective workforce multiplier for delivering efficient and cost-effective capital improvement programs. Our multi-disciplined staff includes Certified Construction Managers (CCM), Certified Professional Contracts Managers, and experienced Design-Build Professionals. Working as your representative, we help execute your vision by providing the coordination, planning and management expertise needed to control costs, maintain schedules and deliver construction quality. Volkert has designed countless city parks, multi-use recreational facilities, and natural walking trails with an attention to detail that focuses on maximizing the space available as well as preserving the environmental integrity of the site.



Coastal Engineering

South Coast Engineers performs services in the planning and design of coastal highways and bridges, bay and beach erosion solutions including living shorelines, coastal ecosystem restoration, coastal structure design, and hurricane damage analysis and prevention. Dr. Scott Douglas, is the Author of the Federal Highway Administration's (FHWA) manual entitled Highways in the Coastal Environment, Hydraulic Engineering Circular HEC-25, 2nd ed., 2007 and Hydraulic Engineering Circular No. 25, vol. 2 entitled Highways in the Coastal Environment: Volume 2: Assessing Extreme Events, 2014. He has experience throughout the Gulf Coast and in the Florida Panhandle and will be an instrumental part of any coastal engineering assignments.



TEAM OVERVIEW/HISTORY

Additional Services

In addition to the services highlighted in this submittal **Volkert** has the capacity to assist with the following should the City feel the need.

- ▼ Water/Wastewater/Utility Design
- ▼ Studies/Evaluations to justify projects
- ▼ Public Involvement
- ▼ Grant Funding Assistance

Business Address To Lead the Project

As part of this project Volkert understand the importance of working with local firms, like ourselves, who work, play, and call Northwest Florida home. These firms have knowledge of the needs of the City and a vested interest in improving the infrastructure used by citizens, family, friends and coworkers on a daily basis.

The services for this project will be led from Volkert's Panama City Beach office, at the address below, an hours drive from the City's offices on Indian Bayou Trail. We are committed to doing work for the City of Destin and feel that this contract will allow the City to best utilize the years of expertise our Team brings to the area.

14101 Panama City Beach Parkway, Ste 190
Panama City Beach, FL 32413

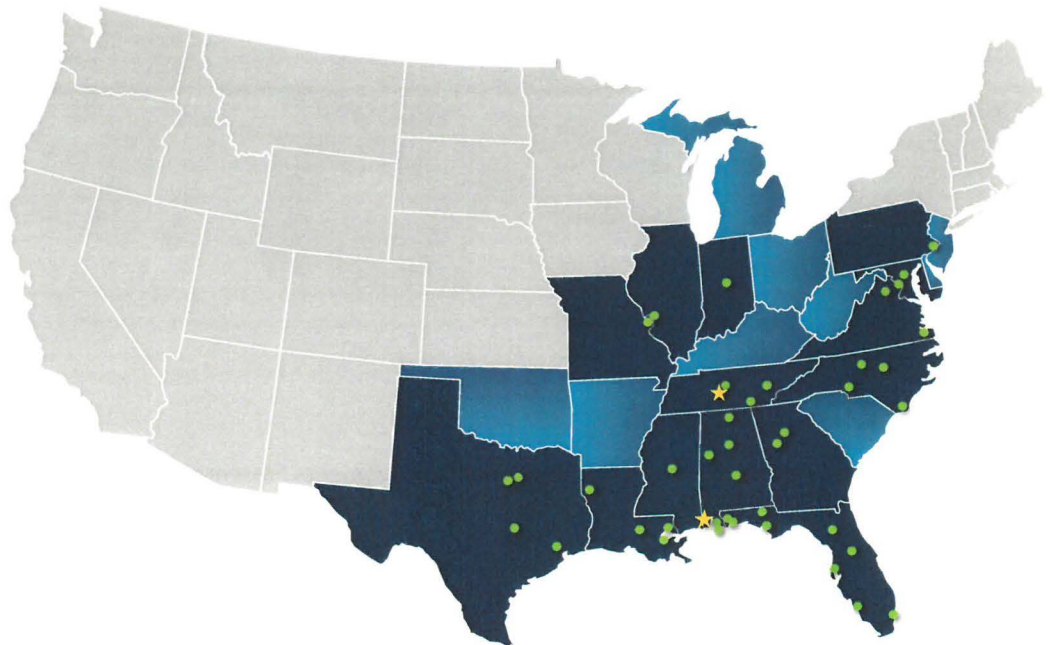
WHY CHOOSE THE VOLKERT TEAM?

Volkert is a multi-disciplined engineering and environmental consulting firm that has developed a highly experienced team to provide services to the City of Destin as part of this continuing services contract. We believe that the qualifications shown on the previous pages highlight that we have the qualification and expertise to provide any task that could be assigned under this contract.

Our Team understands the importance of functioning as an extension of the City staff, of being flexible and responsive, and providing timely and accurate service under these type of continuing services contracts.

We recognize that the City will NOT allow substitutions of key project members during the contract period without written agreement of the City prior to that employee working on any task assignments.

We commit to the City that this team will be immediately available upon notice to proceed.





EXPERIENCE OF THE TEAM

Similar Project Experience

Volkert's qualifications address all the services anticipated for this contract based on the scope and experience with similar continuing services contracts. Volkert has completed numerous similar projects and a sample of some of these projects are included on the following pages.

Detailed descriptions of projects from the last 10 years that highlight our experience with similar projects can be found on the following pages.

JEFFERSON STREET CORRIDOR-GARDEN STREET TO GOVERNMENT STREET- CONCEPTUAL PLAN AS A SUB TO JERRY PATE DESIGN FOR THE CITY OF PENSACOLA - DOWNTOWN IMPROVEMENT BOARD

Volkert along with Jerry Pate Design developed a Conceptual Plan for improvements to the Jefferson Street corridor, from Garden Street to Government Street, for the City of Pensacola Downtown Improvement Board. The project included looking at proposed roadway, pedestrian, landscaping, parking and drainage improvements. The drainage improvements included green infrastructure components that included pervious paver systems, biofiltration systems and rain gardens.

Volkert along with Jerry pate Design presented the concepts to the City of Pensacola Downtown Improvement Board for project implementation.

Completed in 2017



Proposed Improvements Presented



EXPERIENCE OF THE TEAM

SR 30/US 98 AT CR 30A EAST INLET BEACH PEDESTRIAN CROSSING IN WALTON COUNTY, FLORIDA FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

This pedestrian underpass project primarily consists of an underpass on the east side of the intersection of SR 30 (US 98) with CR 30A. The underpass will consist of a box culvert type structure with a minimum width and height of 12' and 8', respectively. The structure will be located near the Shades restaurant on the south and near the Donut Hole restaurant on the north. The typical section on SR 30 (US 98) is an urban section consisting of 12' travel lanes and 4' bicycle lanes separated by a 46' grassed median.

Volkert is preparing construction documents including civil and structural design, plans, specifications, analysis, calculations for this project. Electrical design was also provided within the underpass and along the ramps.

The underpass will be connected to adjacent sidewalks/paths with stairs and ADA ramps. All aspects of the underpass and ramps to the underpass will meet FDOT Design Manual and ADA criteria (including any needed handrails). Existing travel lanes, auxiliary lanes, median crossovers, paved shoulders, sidewalks, and multi-use paths that are disturbed by construction phasing will be upgraded or restored to the current configuration.

Estimated completion Nov 2019



Before (L) and after (R) renderings of project area are shown above.



EXPERIENCE OF THE TEAM

PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY FOR SR 30 (US 98) GREGORY STREET AND BAYFRONT PARKWAY AT THE 17TH AVENUE INTERSECTION IN ESCAMBIA COUNTY, FLORIDA FOR FDOT, DISTRICT THREE

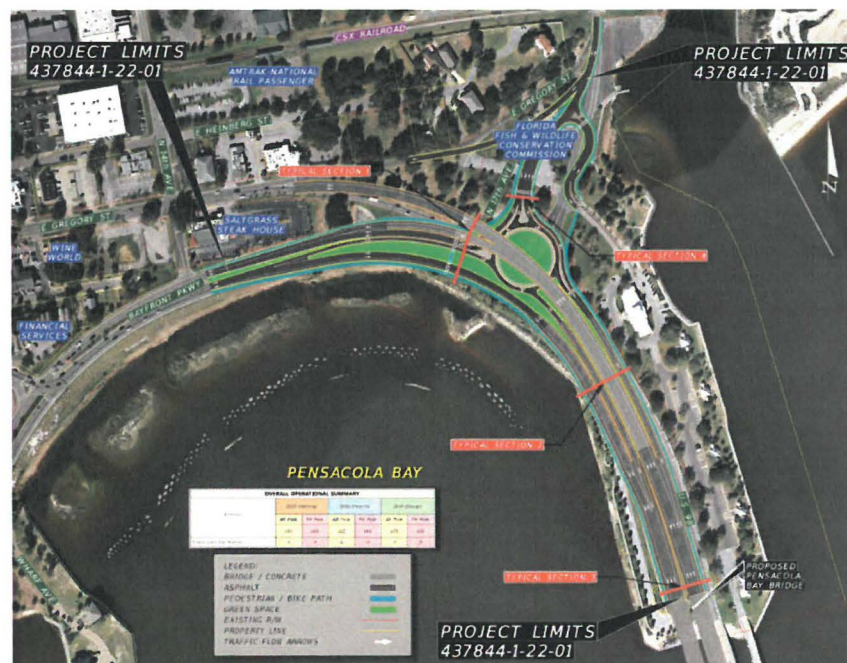
The project is to conduct a PD&E Study for intersection improvements from the intersection of SR 196, Bayfront Parkway and SR 30/US 98, East Chase Street to the intersection of 17th Avenue and SR 30/US 98, Bayfront Parkway including the intersection and operation of SR 30/US 98, Gregory Street and SR 30/US 98, Bayfront Parkway in Escambia County, Florida. The project will require coordination with nearby projects including the Pensacola Bay Bridge Replacement. This route is a critical east/west roadway in Escambia County that serves as a hurricane evacuation route for Gulf Breeze residents. Alternatives considered will increase overall intersection capacity, safety, traffic flow and Level of Service (LOS) while accommodating improvements to the new Pensacola Bay Bridge. All alternatives will include bicycle lanes and sidewalks, where applicable.

Volkert will analyze and assess capacity needs and improve the flow of traffic at level of service D or higher. Volkert's services will include environmental and engineering studies, traffic analysis and simulations, including consideration of all social, economic, environmental effects, and mitigation as required by the PD&E Manual, along with the required environmental documents, engineering reports, preliminary plans and public meetings required for a PD&E Study.

This is a unique study/intersection design in that the apparent selected alternative is an elevated/grade separated west bound US 98 over a single lane roundabout designed to accommodate an additional lane in the roundabout. This alternative was "selected" from other alternatives which included a single lane flyover as well as modified "Single Point Urban Interchange" (SPUI).

The required PD&E process includes concept development, environmental studies and documentation, design traffic technical report, public involvement, and ultimately completes the National Environmental Policy Act (NEPA) documentation for project advancement. The anticipated Class of Action (COA) is a Type II Categorical Exclusion.

Completed in 2018.





EXPERIENCE OF THE TEAM

PEA RIDGE CONNECTOR IN SANTA ROSA COUNTY, FLORIDA FOR THE SANTA ROSA COUNTY BOARD OF COMMISSIONERS

The Pea Ridge Connector will provide a roadway collector connecting U.S. Highway 90 and Hamilton Bridge Road approximately 1.7 miles. This new roadway connector will provide traffic relief to the surrounding north-south connector roads. The roadway will be constructed along an 80-foot right-of-way that has been obtained by SRC. The roadway will require a new signalized southbound approach at the existing intersection with U.S. Highway 90 and Santa Villa Drive. The roadway will commence at this modified intersection and continue northerly along the newly obtained right-of-way. The roadway will terminate approximately 1,000 feet east of Guy Lane at Hamilton Bridge Road with a new signalized intersection.

Volkert was responsible for the development of planning and design for the connector roadway which consists of the design of a 2-lane divided rural roadway section and a 4-lane divided rural section along the designated right-of-way with a design speed of 35 mph. Santa Rosa County will decide whether to build the 2-lane section or 4-lane section based on traffic studies, recommendations and budget. The roadway will include turn lanes, to accommodate schools and future development needs and signalized intersections where necessary. The project involves providing planning, surveying, geotechnical services, traffic engineering, utility design/coordination, environmental permitting, drainage analysis/improvements, signal design, complete design plans, property acquisition assistance, value engineering study, construction estimates and bidding assistance.

Estimated for completion Jan 2020.



Photos taken during initial field review prior to completion of improvements



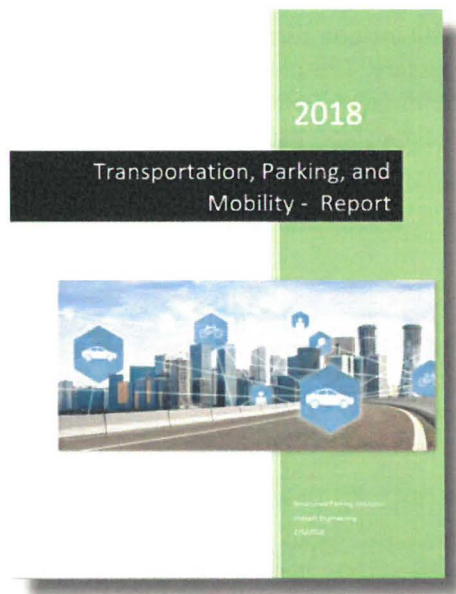
EXPERIENCE OF THE TEAM

TRANSPORTATION, PARKING AND MOBILITY- SITE EVALUATION AND MASTER PLAN AS A SUB TO STRUCTURED PARKING SOLUTIONS FOR THE CITY OF PENSACOLA- DOWNTOWN IMPROVEMENT BOARD

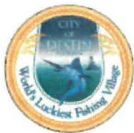
Volkert as part of the Structured Parking team reviewed transportation, parking and mobility in the Pensacola Downtown area for the Downtown Improvement Board to develop master plans. The project reviewed all aspects of transportation and mobility, including vehicles, rideshares, ferry, transit, pedestrians and bicycles. The project included extensive public involvement and meeting with stakeholders to receive input.

Volkert along with Structured Parking Solutions presented the report findings to the City of Pensacola Downtown Improvement Board for project implementation.

Completed in 2018



Pensacola DIB Parking District Map



EXPERIENCE OF THE TEAM

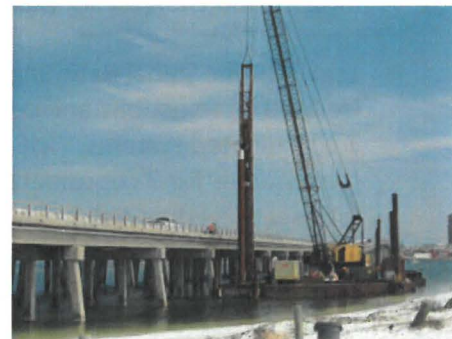
DISTRICTWIDE MISCELLANEOUS STRUCTURES DESIGN FOR FDOT

These projects consist of assisting FDOT Structures Department in the creation of bridge design plans for bridge replacements, bridge rehabilitations, and safety improvements throughout District Three. Volkert was responsible for reviewing plans, reviewing shop drawings, designing bridges, creation of bridge development reports (BDR), participating in Value Engineering Studies, providing construction assistance, and any other services requested by the Department. Volkert held this contract since 2001 - 2018 resulting in the following projects:

Design and development of bridge rehabilitation plans for the CR 146 Bridge over the Aucilla River in Jefferson County, Florida—The project consisted of designing crutch bents for the intermediate bents which all had severely deteriorated timber piles. The crutch bents consisted of steel piles that were driven outside of the fascia of the bridge with a steel cap that spanned the entire superstructure width. Volkert's services included production of electronic plans including approach guardrails and incorporating rail replacement plans produced by the Department, quantity computations, specification package and reviewing shop drawings.



Design and development of bridge rehabilitation plans for the S.R. 30 (US 98) Bridge over East Pass in Okaloosa County, Florida—The project consisted of designing crutch bents for six intermediate bents that were experiencing settlement as evidenced by cracking in the existing concrete bent caps. The crutch bents were designed with steel plate girder caps that were coated with a special zinc metallization to prevent corrosion due to the extremely aggressive environment. The foundations consisted of the first use in District 3 of open ended pipe piles. The open ended pipe piles are considered a low displacement pile and were used to limit the amount of disturbance to the existing foundation. Volkert's services included structural design, electrical design, and traffic control.



Bridge design for CR 65D over Telogia Creek—Volkert prepared a BDR that determined the type and length of bridge that should replace the existing 170-foot, metal arch pipe culvert over Telogia Creek. Volkert then designed the bridge replacement, which is a 240-foot, Type II AASHTO bridge with prestressed beams.

SR 95 (US 29) Over Pine Barren Creek in Escambia County, Florida—The bridge design was for a 320-foot-long reinforced concrete flat slab on a 4-lane, divided rural roadway. Services provided include plans and specifications for replacing the expansion joints on both the southbound and northbound bridges and installing a three beam retrofit on the southbound bridges. The construction plans included typical sections, drainage structures, cross sections, traffic control, signing and pavement markings, and assistance with the permit and utility coordination.



Minor bridge replacement on CR 269B over Yon Creek, Gadsden County, Florida—The new Yon Creek Bridge will be a 3-span, 102-foot, reinforced concrete, flat slab bridge that will replace the existing 5-span, 77-foot, timber bridge. Bridge design was completed following the AASHTO LRFD Bridge Design Specifications and Florida Structures Design Guidelines.



EXPERIENCE OF THE TEAM

AREA WIDE TRAFFIC SIGNAL COORDINATION IN PENSACOLA FOR THE CITY OF PENSACOLA

The project included traffic signal evaluations and retiming services on selected signals in Escambia & Santa Rosa Counties. Retiming services involved varying levels of analyses ranging from inspecting intersections to developing coordinated signal timings for multiple signals. Service levels were assigned for each intersection.

- ▼ Year 1 Traffic Signal Retiming: 45 Intersections-36 in Escambia Co. & 9 in Santa Rosa Co. Included isolated intersections and coordinated intersection. The project included completing over 100 side street delay studies, six travel time studies for coordinated timing implementation, implementation of one new coordination timing plan.(2008)
- ▼ Year 2 Traffic Signal Retiming–85 Intersections-68 in Escambia Co. & 17 in Santa Rosa Co. Included isolated intersections and coordinated intersections. The project included completing traffic counts for Average Daily Traffic (ADT) volumes for five coordinated systems, eight hour turn movement counts (TMC) at 37 intersections, side street delay studies at all 85 intersections, travel time studies for peak hours for the five coordinated systems, and completed an analysis for Pedestrian Signal times at all intersection cross walks. (2009/2010)
- ▼ Year 3 Traffic Signal Retiming–86 Intersections-67 in Escambia Co. & 19 in Santa Rosa Co. Included isolated intersections and coordinated intersections. The project included traffic counts for ADT on 7 coordinated systems, TMC at 25 intersections, side street delay studies at 20 intersections, travel time studies for 7 coordinated systems, and completed an analysis for Pedestrian Signal times at all intersection cross walks. (2010/2011)
- ▼ Year 4 Traffic Signal Retiming–67 Intersections-58 in Escambia Co. & 9 in Santa Rosa Co. Included isolated intersections and coordinated intersections. The project included traffic counts for ADT on 8 coordinated systems, TMC at 39 intersections, delay studies at 30 intersections, travel time studies for 8 coordinated systems, and completed an analysis for Pedestrian Signal times at all intersection cross walks.(2011/2012)
- ▼ Year 5 Traffic Signal Retiming–72 Intersections-41 in Escambia Co. & 31 in Santa Rosa Co. Included weekend coordinated timings and week day timings. The project included traffic counts for ADT on 6 coordinated systems for weekday timing plans, TMC at 42 intersections for weekday and weekend peak hour counts and 30 intersections for weekend peak hour counts, travel time studies for 6 coordinated systems for weekday conditions, and completed an analysis for Pedestrian Signal times at all intersection cross walks.

Contract: 2008-2012





EXPERIENCE OF THE TEAM

SIDEWALK IMPROVEMENTS FOR KING MIDDLE SCHOOL AND GLOVER LANE IN SANTA ROSA COUNTY, FL FOR THE SANTA ROSA COUNTY COMMISSION

The Glover Lane sidewalk project provided sidewalks to allow additional pedestrian/student access along Glover Lane from Hamilton Bridge Road to Hobbs Middle School along Glover Lane. The King Middle School sidewalk project provides sidewalks to provide additional pedestrian/student access to King Middle School along Rosasco Street, Byrom Street and King Street. The King Middle School project also includes R/W Acquisition in order to construct the proposed sidewalk.

The project also included the development of construction plans in accordance with FDOT design standards and the Florida Greenbook and ADA requirements. Volkert provided engineering design and specifications, construction estimates and real estate acquisition services. This project was completed using FDOT LAP funds. NOVA provided Geotechnical engineering services under this contract for Volkert. The design and R/W acquisition services are complete and county is awaiting a letting date.



Photos are prior to construction of improvements



EXPERIENCE OF THE TEAM

STILLBROOK DRAINAGE IMPROVEMENTS/DRAINAGE BASIN MODELING IN ESCAMBIA COUNTY FOR THE ESCAMBIA COUNTY COMMISSION

The project consisted of professional services for drainage improvements to Stillbrook Road to repair or replace the existing culverts at Quiet Creek which failed in multiple locations during the April 2014 storm events creating pot holes and sinkholes throughout the roadway. The project requires replacement of the triple 72" CMP culverts and roadway repairs along Stillbrook Road that were damaged by the April 29th and 30th 2014 rainfall event. Stillbrook Road is located north of Nine Mile Road and East of Guidy Lane and is located in the Carrollwood subdivision. Stillbrook Road is part of the Scenic Hills Drainage Basin and crosses Quiet Creek in the vicinity of the existing culvert. Quiet Creek flows to the northeast where it eventually outfalls to Thompson Bayou.

Volkert provided professional engineering and environmental services including development of final construction plans (including alignment, roadway cross-section, drainage structures & cross-section, etc.), wetland permitting, public involvement, property acquisition assistance, geotechnical, and surveying services.

Volkert also reviewed and updated the existing ICPR model for the drainage basin. This drainage repair project was funded by FEMA. NOVA served as geotechnical engineering sub to Volkert

Completed in 2015.

Before and after photos shown





EXPERIENCE OF THE TEAM

DEVELOPMENT OF THE PENSACOLA BEACH CONGESTION MANAGEMENT PLAN IN PENSACOLA, FL FOR THE ESCAMBIA COUNTY COMMISSION

The project included the development of a Congestion Management Plan, Capital Improvement Program, and development of construction plans for several short term projects, and design and permitting of the long term improvements including several parking lots and the proposed roundabouts and pedestrian underpasses on Pensacola Beach the Pensacola Beach area in Escambia County, Florida.

The project consisted of an update to the Congestion Master Plan as well as development of short-term improvement concepts and construction plans to immediately alleviate congestion in the area. Additionally, the project involved the development of a capital improvement plan for long-term improvements along the corridor to improve beach access and alleviate traffic congestion in the area. The project has a very involved public involvement component that includes one-on-one meeting and several large public involvement meetings in order to obtain public input on all components of the project. The short-term improvement projects included:

- Complete design plans for the Ingress/Egress to Circle K Parking Area
- Complete Design Plans for the Ingress/Egress to the Casino Beach Parking Area including design of a Coordinated Pedestrian Signal
- Transit Analysis and Feasibility Study
- Evaluation of the Existing Traffic Signal and Timing including recommendations
- Conceptual Design of Pedestrian Improvements
- Parking Recommendations for additional areas on the Beach

The Congestion Management Plan designed, analyzed, and recommended long term improvements to the traffic congestion issues at Pensacola Beach, including preliminary planning and cost estimates and the Capital Improvement Plan provided information on available funding to implement the proposed improvements. The Pensacola Beach Congestion Management Plan was adopted by the Escambia County BOCC and Volkert was awarded a design contract to provide construction plans for the recommended improvements.

The long term improvements include 2 roundabouts and the 3 pedestrian underpasses. The roundabouts will provide capacity and functionally improvements for the Via Deluna and Fort Pickens Road intersection and the access to the Casino Beach parking area. The pedestrian underpasses will allow the pedestrian to move throughout the core area and provide connection to the beach and boardwalk with impacting traffic flows. The design of the Long Term Improvements are 90% completed with an anticipated completion date of June 2019.





EXPERIENCE OF THE TEAM

SCENIC HIGHWAY EMERGENCY REPAIR SOUTH IN ESCAMBIA COUNTY, FLORIDA FOR THE ESCAMBIA COUNTY COMMISSION

The project consists of emergency repairs for the reconstruction of Scenic Highway (US 90/SR 10A) south of Scenic Highway Circle in Escambia County. In April 2014, heavy rains and flooding in the area caused significant washout of the roadway and drainage infrastructure in the area resulting in total collapse of portions of the roadway.

The emergency repair project began in May 2014 and included the reconstruction of the road, installation of new drainage features and culverts, installation of guard rails, and construction of stone face wire formed retaining wall system.

Volkert was responsible for development of roadway repair plans, which included the retaining wall, conducting engineering analysis, and cost estimate for repairs. The project included replacing the damaged existing box culvert with a two 54" pipes that include a series of drop structures to reduce the velocity of the water.

Emergency Repair Plans completed May 2014
Roadway reopened to traveling public July 2014



Before



After



EXPERIENCE OF THE TEAM

TEN MILE CREEK STREAM STABILIZATION IN ESCAMBIA COUNTY, FLORIDA FOR THE ESCAMBIA COUNTY COMMISSION

The project consisted of stabilizing approximately 1,900 linear feet of Ten Mile Creek, located in the Eleven Mile Creek Drainage Basin and Perdido Bay Watershed, which was substantially damaged during the April 2014 rain event which severely impacted the stream along the Perdido Bay Watershed.

Volkert provided professional engineering and environmental services including development of construction documents with specifications, watershed assessments, engineering analysis, environmental permitting, NRCS coordination and approval, stormwater design and modeling, and utility coordination. The stream modeling was completed using the existing Escambia County ICPR drainage basin model. This project was funded by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) program and required an aggressive design and construction schedule.

NOVA provided Geotechnical engineering for this project.

Completed in 2015.

Before (top) and construction photos (bottom) are shown





EXPERIENCE OF THE TEAM

JEFF ATEs ROAD INDUSTRIAL SITE CERTIFICATION IN SANTA ROSA COUNTY, FLORIDA FOR THE SANTA ROSA COUNTY BOARD OF COMMISSIONERS

The Santa Rosa County Board of County Commissioners hired Volkert as their consultant to certify a 132.40 site in East Milton through Gulf Power's Florida First Site Program. Volkert worked closely with the Santa Rosa County Economic Development office in performing the work for the site certification. The Gulf Power Florida First sites program is sponsored by Gulf Power and administered by McCallum Sweeney Consulting to provide shovel ready industrial sites with the due diligence complete to businesses looking development opportunities in Florida.

Volkert performed the due diligence for the site certification which involved both engineering and environmental services for the county owned site. This included implementation of a site evaluation and certification program check list in a clear, concise and consolidated manor so it could be provided to potential businesses. The engineering scope included the following services: geotechnical evaluation of the site, master development plan for the site, plan for fully developed parcel within the site, cost estimates and schedules for the site development, coordination and conformation of existing utilities required by the site development, transportation evaluation, design, cost estimates and schedules for required utility extensions and providing draft protective covenants for the proposed development.

The environmental effort entailed a full site review to determine whether the site had any history of existing hazardous material contamination through a full Phase 1 Environmental Site Assessment in full compliance with the ASTM E1527 – 13 standard for Environmental Site Assessment Process. The assessment included a full site history using regulatory agency records and historic aerial photography. Other environmental requirements included field survey of the property for federal and state threatened and endangered species and to obtain concurrence from the US Fish and Wildlife Service and the Florida Fish and Wildlife Conservation Commission confirming the findings and detailing any mitigation requirements for development of the site for the species of concern.

The site was surveyed for the presence of wetlands and letters requesting clearance were sent to the US Army corps of Engineers and the Northwest Florida Water Management District. The agencies confirmed the findings and provided concurrence. Finally, the site was surveyed for archeological and cultural resources. A Historic structures review was also completed. The final report developed for the site was submitted for review by the Florida Department of State and obtained concurrence. Each of the documents and design drawings created for the project were subjected to Volkert's rigorous quality assurance/quality control program review prior to submittal to the agencies the client or the certification company. No issues resulted from the final submittal. NOVA provided geotechnical engineering services under this contract for Volkert.

The Jeff Ates project was completed in August 2014.

Following submittal of the entire document to McCallum Sweeney, their project manager stated:

"The engineering firm (Volkert) that completed the due diligence for Jeff Ates Road did a really good job. Their studies were thorough and easy to read and evaluate. We read a lot of these studies (for both certification and siting projects), and theirs were some of the best I've seen in a while. Please pass the message along that we really appreciate all their efforts!"

- Lindsey M. Myers, Senior Consultant,
McCallum Sweeney Consulting



EXPERIENCE OF THE TEAM

MUSCOGEE ROAD PHASE 2 DRAINAGE IMPROVEMENTS FOR ESCAMBIA COUNTY

The project entailed installation of approximately 5030 LF of reinforced concrete pipe varying in size from 18" to 36". Dewatering, maintaining existing stormwater flows, clearing/grubbing, tree removal, fence removal/replacement, maintenance of traffic, and coordination with utility companies were necessary to install the stormwater system. The project also called for milling and resurfacing, including installation of an asphalt rubber membrane interlayer (ARMI), of approximately 13,900 SY of Muscogee Road, as well as driveway replacements in both concrete and asphalt.

Volkert's services included: daily inspection of the contractor's work for specification compliance; sampling and testing of all materials incorporated into the work; inspection of traffic control, erosion control, and stormwater management; contractor quality control; tracking and documenting contract quantities; processing monthly estimates, work orders, supplemental agreements, and change orders; and preparing the final estimate package for submittal to FDOT.

INTERSECTION IMPROVEMENTS FOR 9TH AVENUE AND AIRPORT BOULEVARD IN PENSACOLA FOR FDOT

The project consisted of widening the intersection for the addition of right-turn lanes, drainage improvements, resurfacing, and upgrading the signal poles to mast arm signal poles. Volkert provided CEI services associated with the intersection improvements including daily inspection of the contractor's work for specification compliance; sampling and testing of all materials incorporated into the work; inspection of traffic control, erosion control, and stormwater management; tracking and documenting contract quantities; processing monthly estimates, work orders, supplemental agreements, and change orders; and preparing the final estimate package for submittal to FDOT.

ANNUAL CIPP SANITARY SEWER REHABILITATION IN ESCAMBIA COUNTY FOR THE EMERALD COAST UTILITIES AUTHORITY

Since 2001, Volkert has provided engineering services to the ECUA and has worked closely with ECUA on projects related to wastewater collection, treatment, and effluent disposal. This annual contract includes developing specifications and contract documents, reviewing pre-qualification submittals, providing bidding services, and assisting ECUA with determining pipes requiring lining, issuing work order listings, and evaluating submittals for an annual cured-in-place pipe sanitary sewer rehabilitation project.

Since 2003, Volkert has provided the design, pre-qualification, bidding, and construction administrative services for ECUA in association with this contract. Volkert also held meetings with key ECUA personnel to develop procedures for ECUA to handle identifying sewer segments requiring work; issued work orders, processed pay estimates, and tracked the contract renewal period. We are proud of our personnel and encourage training and certifications that will allow them to be competitive in the areas that we perform services. These certifications include Inspector training and certification program for Pipeline Assessment Certification Program (PACP), Manhole Assessment Certification Program (MACP), Lateral Assessment Certification Program (LACP), and Cured-in-Place Pipe (CIPP).

This contract is on-going.



EXPERIENCE OF THE TEAM

SIQUENZA COVE SEWER EXPANSION PROJECT FOR THE EMERALD COAST UTILITY AUTHORITY

Design and installation of one (1) 6-foot diameter duplex lift station, approximately 4,500 linear feet of 8-inch PVC SDR-35 sanitary sewer pipe, 4-inch PVC SDR-35 sanitary sewer laterals, approximately 1,270 linear feet of 4-inch PVC force main pipe, eighteen (18) 48-inch diameter manholes, and approximately 135 linear feet of jack and bored steel casing with casing spacers. The project also included renewing approximately 46 existing water services, relocating existing water meters, installation of pipe appurtenances, asphalt roadway cutting and patching, asphalt roadway full-width overlay, concrete driveway cutting and patching, gravel driveway removal and replacement, and site replacement. Volkert provided the design, bidding, and construction phase services for the installation of the lift station, the 4500 lf of 8-Inch sanitary sewer, 4-inch sanitary sewer laterals, 1270 lf of 4-inch force main, 18 48-inch diameter manholes and approximately 135 lf of jack and bored steel casing.

PRELIMINARY FLOW MONITORING FOR THE EMERALD COAST UTILITY AUTHORITY

The purpose of this project was to compare the variations in raw sewage flow rates during wet weather and dry weather in specific areas of the sewage collection system. Flow Monitoring was accomplished with nine temporary flow meters distributed among the collection systems for the three ECUA wastewater treatment facilities (WWTF). Rainfall was measured and recorded with four tipping-bucket rain gauges distributed throughout the entire collection system. Information was based on operating, maintaining, and collecting data from each flow meter and each rain gage for 60 consecutive calendar days from approximately March 1, 2006 through April 29, 2006. This time period was selected to coincide with a season that included discrete periods of dry weather and significant rainfall events. Volkert was assigned the task of comparing variations in raw sewage flow rates during wet and dry weather events. Flow monitoring methods included seven critical elements to collect accurate flow data: reliable equipment, proper hydraulics, trained field crews, sensor calibration, flow (hydraulic) calibration, quality control, and data synthesis/analysis.

DISSOLVED OXYGEN ANALYZERS FOR THE EMERALD COAST UTILITY AUTHORITY

Volkert recommended Dissolved Oxygen (DO) Analyzers for trial performance in oxic and anoxic cells in the OASES. The purpose of this project was to process the data from the trials, identify a DO Analyzer and install. The objective of this project was to identify a DO Analyzer that would perform well in mixed liquor with minimal maintenance cleaning for the probe. The probes were installed through a sealed opening in the OASES cover over a pure oxygen environment. Based on the results of the first stage trial, the preferred instrument was identified and additional instruments were purchased for installation throughout one process train as a second stage trial. Ultimately, DO Analyzers were permanently installed in 2 of the 4 cells in each of the 5 process trains. Precision Engineering Inc. monitored the instrument trials as a subconsultant to Volkert. The final documentation satisfied a requirement included in a Consent Final Judgment.



EXPERIENCE OF THE TEAM

TIGER GRANT FOR THE ONE MOBILE BROAD STREET COMPLETE STREETS PROGRAM FOR THE CITY OF MOBILE

The project, One Mobile: Reconnecting People, Work and Play through Complete Streets, will completely reconstruct Broad and Beauregard streets and Dr. Martin Luther King, Jr. Avenue. The estimated project costs are \$22 million. The funds will be used to repair aging infrastructure, add bike and pedestrian connections, and create Complete Streets to better serve the community. The project will provide safe pedestrian- and bicycle friendly access for residents, workers, and visitors; reconnect severed neighborhoods currently divided by Broad Street's seven-lane expanse; accommodate all modes of travel with efficient connections between neighborhoods, transportation hubs, major employment centers, and local destinations; reconstruct aging infrastructure; create attractive, welcoming, and cohesive streetscapes; and stimulate an economically vibrant and active street environment.

Volkert is providing engineering and design services for roadway reconstruction and "complete streets" projects for the City of Mobile, in partnership with the Alabama Department of Transportation, as part of a USDOT FHWA TIGER FY 2016 grant award. Volkert provided the previous corridor study, and is now providing design for roadway and pedestrian improvements, permitting, planning, grant funding assistance/coordination, and community outreach/public involvement services for the design phase of this project. This project is part of the One Mobile: Reconnecting People, Work and Play through Complete Streets initiative.

Collectively, these improvements will result in a safe, multi-modal transportation corridor that will greatly enhance the liability, connectivity, and economic health of our community.

A rendering of planned improvements shown below.





EXPERIENCE OF THE TEAM

FEASIBILITY STUDY, PD&E STUDY, AND PRELIMINARY AND FINAL DESIGN FOR SR 30 (US 98) AT SR 368 (23RD STREET) IN PANAMA CITY, FLORIDA, FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

The purpose of this project was to develop a plan that would reduce congestion by providing free-flow movements on US 98 over the Port of Panama City and Gulf Coast State College Intersection and the railroad. The project area is located in Panama City, Florida, just east of the Hathaway Bridge, and extends approximately 1.5 miles. The intersection is located in a congested area. A railroad crossing exists on SR 30 (approximately 65 feet to the east of the intersection) which delays traffic at several intervals during the day. The Gulf Coast State College is situated in the northwest quadrant of the intersection and is a traffic generator in the area. The Port of Panama City resides to the south of the intersection. The main entrances to the Port and College are located approximately 725 feet away from the US 98 and 23rd St. intersection. Volkert services have included a Feasibility Study, Project Development and Environmental (PD&E) Study, Preliminary and Final Design. The project is now moving to the construction phase. The feasibility study was performed to evaluate alternatives to improve the flow of traffic at the intersection of US 98 & 23rd Street and to improve access to the Port of Panama City and Gulf Coast State College. The study developed improvements to complement the Hathaway Bridge design/build project and the Thomas Drive Interchange project. Considerable coordination with the Port and College was required.

The **Project Development and Environmental (PD&E) study** included the evaluation of a grade separation of the major conflicting vehicular movements and grade separation of vehicular traffic from the railroad. The project included collecting and analyzing data related to engineering (geometrics, traffic studies, cost estimates) and environmental (air, noise, wetlands, contamination, biological impacts, social impacts) features that would be involved in the proposed improvements. Also, included in the scope were survey services. Based on the PD&E Study, conceptual plans were developed as well as engineering and environmental reports that included traffic analysis, requirements for preliminary design, typical sections, preliminary bridge design, preliminary roadway design, hydraulics reports, environmental impacts, EA/FONSI, and cost estimates for the alternatives. The **Preliminary and Final Design** stage is approximately a mile in length and included both roadway and structural design services for a 4-lane, urban, grade-separated structures that will take US 98 over 23RD Street, provide for a grade separation over the railroad, and provide at-grade local intersections for access to the Port of Panama City and Gulf Coast State College. The bridge length for the project extends over 1700 feet, with the total bridge design for mainline structures and ramps at over one mile. The preliminary design phase provided for the design of the roadway up to the 60% design stage (determination of the required right-of-way for the project) and structural up to the 30% design stage. The final design phase will complete both roadway and structural up to the 100% design stage. Volkert also provided structural design for the signal pole foundations and horizontal and vertical geometrics. The lighting design consisted of permanent lighting for the elevated roadways and underpass lighting. Conventional "cobra head" type fixtures were used in lieu of high mast fixtures in an effort to reduce light trespass on adjacent properties. Lighting calculations were performed for the bridge, intersections and underpass lighting.





EXPERIENCE OF THE TEAM

MASTER PLANNING, DESIGN, SURVEYING, LANDSCAPE DESIGN, CEI AND PERMITTING SERVICES FOR A 90-ACRE FOLEY SPORTS PARK (PHASE I & II) IN FOLEY, ALABAMA FOR THE CITY OF FOLEY

Volkert's services included master planning, design, landscape design, survey, site design, environmental permitting, electrical design, and construction oversight throughout the project.

Volkert prepared two preliminary and final landscape layouts and construction cost estimates for hardscape and landscape for five ball fields, concession buildings, parking lots, roadways, and ROW limits. This included the location of sidewalks and trails, special paving areas, flag pole locations, batting cage and playground locations, warm up areas, fencing, gazebos, columns and any required lighting and signage throughout the facility.

Engineering services included: preparation of design plans for access roads to the parking lots and playing fields near Section Avenue; design of the lake; water; sewer; and electrical service design to the playing fields and parking facilities, pond, score boards, and pedestrian areas; and site design services for the fields which included grading, drainage, and parking lot design for at least 432 spaces.

Electrical design services included: the development of lighting plans for the ball fields, parking lots. Two 400A 480/277V 3-phase service laterals were designed one for sports field lighting and a lower kwh rate for all other loads. A 175A feeder for dry type transformer was also designed for an administration building and concession stand loads. Other circuits were designed for well pumps, scoreboards, CCTV cameras, and pitching machine receptacles in batting cages. A control relay was designed so that the walkway lights would turn off when any of the five field lights were on. Parking lot lighting consisted of photometrics for 40' MH Types II, IV, and V 480V LED 138W, 187W, and 284W respectively and walkway lights of Type V, 75W 277V LED. Volkert's electrical engineers designed the electric room layout for service panels, field and walkway lighting contractors, dry-type transformers and panel boards for the administration/concession buildings.

Survey services included: boundary and topographic surveys to locate visible structures, contours and land elevations, and development of a survey property map, and laying out horizontal and vertical control for construction.

Environmental services included: obtaining a National Pollutant Discharge Elimination System (NPDES) Stormwater Permit application for construction activities and the development of a best management practices (BMP) plan to outline appropriate soil and sediment erosion control practices to reduce the likelihood of pollution from stormwater run-off.





EXPERIENCE OF THE TEAM

PROGRAM MANAGEMENT/ENVIRONMENTAL SERVICES/ENGINEERING AND ARCHITECTURAL SERVICES FOR IMPROVEMENTS TO GULF STATE PARK IN GULF SHORES, ALABAMA

Volkert just completed work in 2018 on the Gulf State Park Interpretive Center and new pedestrian bridge. Stan Winter served as project manager. Volkert's involvement in the project was truly a team effort and Paul Ensign, Buddy Squires, Brett Gaar, Bryan Long, and Trent Farris played integral roles. Volkert not only provided program management services for this project, but has also provided environmental compliance and permitting services for all projects in the Gulf State Park Enhancement Program.

These two facilities will now serve as the gateway to Gulf State Park. The Interpretive Center features an open-air porch containing interactive exhibits from all nine distinct ecologies from the Gulf to the inland forest. The Center also has a multi-use event space and a play area which includes shade, sky viewing benches, and a water play exhibit. Public restrooms, bike parking, and amphitheater seating round out the building's amenities.

The Interpretive Center is currently pursuing full certification under the Living Building Challenge (LBC), developed and administered by the International Living Futures Institute (ILFI). This is the most rigorous and complex environmental certification in the world. In order to earn LBC certification, the building must produce 105% of its required energy, treat 105% of its needed water supply, and use only renewable and sustainable materials during construction. The Interpretive Center will use solar energy to generate more power than it consumes, and will generate more potable water than it consumes using a unique roof and gutter design to capture, treat, and store up to 11,000 gallons of rainwater on site. These measures make the building "net positive" to the environment instead of just "net neutral."

There are only 16 fully-certified LBC buildings in the world, and if the Interpretive Center is successful in its certification, it is the first in the Southeast. In addition to the LBC certification, the Interpretive Center will also pursue LEED Platinum Certification through the U.S. Green Building Council, and FORTIFIED Commercial Bronze Certification through the Insurance Institute for Business and Home Safety.

The East Pedestrian Bridge connects the 28-mile Gulf State Park trail system with the beaches. This bridge and the already-constructed Western Pedestrian Bridge were included in the Gulf State Park Master Plan as responses to public feedback regarding the lack of easy and safe pedestrian and bicycle travel across East Beach Boulevard.





EXPERIENCE OF THE TEAM

DAG Architects, Inc.



DAG EXPERIENCE INCLUDES :

DAG's experience includes a variety of facilities from government and public safety facilities such as fire stations and administration buildings to mixed use developments, office complexes, education and health facilities, and residential and resort destinations throughout Northwest Florida.

A sample of these facilities can be found below:

- ▼ Destin Library
- ▼ Destin YMCA
- ▼ Mattie Kelly Cultural Arts Village, Destin, FL
- ▼ Airport Plaza Office Complex, Destin, FL
- ▼ Okaloosa County Administration Building
- ▼ South Walton Fire District Watercolor Fire Station
- ▼ City Hall Renovation for the City of Panama City
- ▼ Perdido Key Fire Station and Community Center
- ▼ Bay County Courthouse Addition
- ▼ South Walton Fire District Fleet Maintenance & Training Tower
- ▼ Henderson Beach Master Plan
- ▼ Cascades Mixed-Use Development, Tallahassee
- ▼ Naturewalk Welcome Center





EXPERIENCE OF THE TEAM

TSW



CARPENTER'S RIVERFRONT PARK MASTER PLAN FOR THE CITY OF MILTON, FLORIDA

TSW prepared a Master Plan for the City-owned 9-acre park known as Carpenter's Park, located at the corner of Broad Street and Munson Highway adjacent to Quinn Bayou on the Blackwater River. Carpenter's Riverfront Park Master Plan lies in proximity to the City's Marina and is within a recently created Community Redevelopment Area. TSW created a park-wide existing conditions plan, an existing uses plan, a facilities assessment report, led public participation, developed the Master Plan for uses and facilities, and developed cost estimates. Main site amenities of the Master Plan include: a playground, splash park, grand park lawn, natural play area, boat ramp areas, parking areas, boardwalks, picnic pavilions, restrooms, trails, multiple points of water access, and gateway signage.



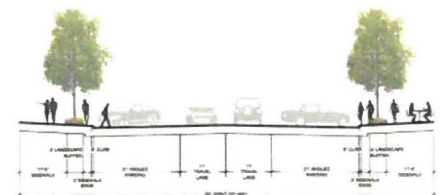
ON-CALL LANDSCAPE ARCHITECTURE SERVICES FOR THE USDA REGION 8, SOUTHERN REGION

TSW has been providing on-call landscape architecture services to the USDA Forest Service as part of a 5-year contract. Recent projects have included: Chickawhay Administrative Site, Bienville Ranger District Office, London Ranger Station Administrative Site, and the National Seed Lab Facilities. As part of the planning and design process, TSW conducted a design charrette on-site to work closely with the Forest Service to better understand their long-term needs. The resulting master plan included a site design that focuses on pedestrian and vehicular circulation, parking, siting for storage buildings, fencing, and entrance gates as necessary. This contract consisted of on-call landscape architecture services for a variety of administrative sites as well as working closely with TSW's Architecture Studio on several projects to develop building assessments and needed renovations at the identified sites in a timely manner.

DEVELOPMENT OF DESIGN GUIDELINES FOR PUBLIC OUTDOOR SPACES FOR THE CITY OF GULF SHORES

TSW prepared the 20-acre master plan for the Gulf Place Waterfront, re-imagining an existing public beach as a unique regional destination offering a range of age-appropriate activities, while improving pedestrian access, reconnecting the beach to downtown, and providing flexible venues that function for different event sizes. Following the master plan, TSW was retained to provide detailed design,

construction documents, and construction observation for recommended improvements. To ensure that public realm enhancements were consistent throughout different areas of Gulf Shores, TSW developed Design Guidelines for public Outdoor Spaces to help provide a unified aesthetic to development within the public right-of-way that meets the needs of the community and its visitors. The Guidelines provide a single design resources for the City and its private partners to develop areas public spaces in a uniform, coordinated manner. The Guidelines focus on three different areas: Waterway Village District, Gulf Beach District, and Public Realm District, which encompasses everything outside of the Waterway Village and Gulf Beach districts.





EXPERIENCE OF THE TEAM

Smith Seckman Reid, Inc.



SSR EXPERIENCE INCLUDES :

Smith Seckman and Reid will assist with HVAC/Mechanical services related to task assignments. At the **Le Bonheur Children's Hospital in Memphis, Tennessee** SSR provided technology design services including a communication system design, clinical consulting, and project management. SSR, along with the rest of the project team, (which included CBRE (Owner's representative), HKS (Architect), Balfour Beatty Construction (Construction Manager) utilized the Integrated Project Delivery (IPD) method to ensure a collaborative, and ultimately successful, project. Having frequent group work sessions and team sessions, the entire project team bonded and was able to make more informed decisions which contributed the success of the project. Early planning for IT equipment allowed for SSR to provide the design team specifications early, eliminating re-designs. SSR provided services for an OR video install, and a new nurse call system that allows for easy expansion. Towards the end of the project, SSR was asked to provide project management on site and oversee many of the inspections.



At the **Tradition Medical Center in Port St Lucie, Florida** SSR also provided technology design services, including communication system design, clinical consulting, and project management. SSR, along with the rest of the project team, (which included CBRE (Owner's representative), HKS (Architect), Balfour Beatty Construction (Construction Manager) utilized the Integrated Project Delivery (IPD) method to ensure a collaborative, and ultimately successful, project. Having frequent group work sessions and team sessions, the entire project team bonded and was able to make more informed decisions which contributed the success of the project.



SSR will also assist with recreational spaces and athletic fields. Their athletic facility experience includes stadiums and practice facilities for professional teams to local parks and sportsplex facilities. They understand the need for a facility to be flexible enough to host concerts, tournaments, games or other diverse events.

This includes a soccer field complex in **Memphis Tennessee for the Christian Brothers University**, the **Joker Marchant Stadium in Lakeland, Florida** a \$40 million project home to the MLB Detroit Tigers Spring Training Camp. It includes 75,000 SF clubhouse, weightroom, four workout fields, and batting cages.





EXPERIENCE OF THE TEAM

NOVA

NOVA

NOVA HAS PROVIDED GEOTECHNICAL SERVICES FOR THE FOLLOWING PROJECTS :

NOVA served as a Geotechnical sub-consultant to Volkert on the following projects in Northwest Florida (many of which can be found in experience write ups on previous pages)-

- ▼ Sidewalk Improvement Project for Kings Middle School and Glover Lane for the Santa Rosa County Board of County Commissioners
- ▼ Master Stormwater Pond Design for Private Property in East Milton for Vic's of Navarre
- ▼ Stillbrook Road Drainage Improvements, Escambia County Commission
- ▼ Chimney Pines Stormwater Drainage Improvements, Escambia County Commission
- ▼ Jeff Ates Road Site Certification, Santa Rosa County Board of County Commissioners
- ▼ Ten Mile Creek Stream Stabilization for the Escambia County Commission
- ▼ Pea Ridge Connector in Santa Rosa County for the Santa Rosa County Board of County Commissioners
- ▼ Development of the Pensacola Beach Congestion Management Plan, Pensacola, FL for the Escambia County Commission

Pensacola Bay Bridge, Pensacola/Gulf Breeze, Escambia/ Santa Rosa Counties, FL for FDOT -

The \$398.5 million Pensacola Bay Bridge replacement project will construct a new U.S. 98 (State Road 30) bridge across Pensacola Bay. U.S. 98 is an important east-west transportation corridor and a primary hurricane evacuation route for the Florida Panhandle Gulf Coast. Constructed in 1960, the current Pensacola Bay Bridge is nearing the end of its anticipated lifespan. Plans call for the new Pensacola Bay Bridge to be constructed parallel, and immediately, west of the existing bridge. The new bridge will be two separate structures, one for eastbound traffic and the other for westbound. Each of the new bridges will accommodate the following Three 12-foot travel lanes; Ten-foot inside and outside shoulders; and a 10-foot multi-use path for pedestrians and bicyclists. NOVA is providing verification testing services for FDOT on the precast and cast in place concrete and other materials being utilized for the bridge project.



Municipal Support Services for Collier County, FL - NOVA has been providing municipal support services to Collier County's Building Department since 2013. Based on the County's needs and workload, this support includes 1 to 5 Certified Building Officials, Examiners and/or Inspectors. Geographic Size: 2,305 square miles Approximate Population: 339,642

Municipal Support Services for the City of Tampa, FL - NOVA has been providing municipal support services to City of Tampa's Building Department since 2013. Based on the City's needs and workload, this support includes 1 to 5 Certified Building Officials, Examiners and/or Inspectors. Geographic Size: 170.6 square miles Approximate Population: 347,645

Municipal Support Services for Pasco County, FL - NOVA began providing municipal support services to Pasco County's Building Department in 2013. Based on the County's needs and workload, this support includes 2 to 3 Certified Building Officials, Inspectors and/or Plan Reviewers. Geographic Size: 868 square miles Approximate Population: 475,502



EXPERIENCE OF THE TEAM

SCS Engineers, Inc.

SCS ENGINEERS
Environmental Consultants and Contractors

SCS EXPERIENCE INCLUDES :

Releases or threatened releases of hazardous substances, and the management of hazardous wastes, are subject to a complex web of EPA regulations issued under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, also called Superfund) and Subtitle C of the Resource Conservation and Recovery Act (RCRA). SCS Engineers provides expert regulatory compliance and remediation assistance to our clients. Our professionals understand the regulations and what they mean to infrastructure projects.

Their experience includes:

- ▼ Facility Decommissioning and Demolition
- ▼ Hazardous Waste Handling (RCRA)
- ▼ Remediation Design-Build Services
- ▼ Vapor Intrusion Mitigation Systems

Taken together, the collection, recycling, and disposal of solid waste are among the costliest of municipal services. Waste handling is also becoming more expensive because of recycling mandates, tighter landfill standards, and unstable markets for recyclable materials. The careful planning and implementation of solid waste management programs are high priorities for government and industry. SCS Engineers offers comprehensive integrated planning services to assist in achieving your goals in integrated waste management.

These experience includes:

- ▼ Waste Generation Studies
- ▼ Waste Characterization Studies
- ▼ Waste Management Plans and Reports
- ▼ Program Design, Implementation & Monitoring
- ▼ Grant Writing
- ▼ Ordinance Preparation & Implementation
- ▼ Business Waste Assessments & Technical Assistance
- ▼ Rate Studies
- ▼ Collection Service & Facility Development Procurements
- ▼ Privatization Studies
- ▼ Hauler Audits

SCS offers technical expertise as well as the economic and regulatory experience to help program managers develop effective integrated waste management programs while keeping an eye on the bottom line.

From designing solid waste management facilities to establishing zero-waste policies, SCS Engineers is uniquely positioned to assist clients with any phase of solid waste management planning.



EXPERIENCE OF THE TEAM

Gulf Coast Professional Surveying, Inc.



GCPS EXPERIENCE INCLUDES :

Professional Surveying & Geomatics services covering the states of Florida, Alabama, and Mississippi. 27 years of multidisciplinary experience in surveying, engineering, and construction management that extend throughout the residential, commercial, and industrial construction fields for projects spread all across the Gulf Coast States.

Efforts include major public, private and government projects involving residential and multi-family developments, commercial/retail development, roads and drainage, water and wastewater treatment, industrial and solid waste, geodetic and aerial imagery control, parks and recreational development projects, and aviation/military facility projects.

Their experience include:

- ▼ Boundary & Topographic Surveys
- ▼ Construction Stakeout
- ▼ GPS
- ▼ Elevation Certificates
- ▼ Legal Descriptions



EXPERIENCE OF THE TEAM

South Coast Engineers



SOUTH COAST ENGINEERS EXPERIENCE INCLUDES:

South Coast Engineers has provided coastal engineering services to Volkert on the following projects:

- ▼ **PD&E Study for SR 30E Cape San Blas from North of Test Site D3A Entrance to Coastline Drive known as Stump Hole in Port St. Joe, Florida for FDOT** - The overall objective was to provide for preservation of the SR 30E roadway, public and private property, and natural resources. The improvements were required to withstand a 100-year storm event and minimize adverse impacts associated with the long-term erosion along the shoreline. Volkert developed several concepts, varying from beach re-nourishment to bridge structures that would combat the coastal erosion and wave attack. The alternatives proposed would withstand these forces in order to provide for a more reliable transportation and evacuation link. **South Coast Engineers** provided the coastal engineering services for hydrodynamic modeling and analysis.
- ▼ **Post Katrina Finfish and Shellfish Recovery Project, Little Bay Peninsula, a CIAP project, in Bayou La Batre, Alabama for ADCNR** - Volkert was chosen to complete a full environmental and coastal engineering analysis of the project site as part of an ambitious project aimed at restoring the peninsula, providing new habitat for an area that currently has experienced a significant loss of oyster fishery due to the saltwater influx, and the beneficial use of dredge materials in the creation of new salt marsh habitat. **South Coast Engineers** provided the coastal engineering services for the planning and design of a coastal marsh ecosystem restoration/creation project.

East End Beach and Barrier Island Restoration Project, Dauphin Island, Alabama for the Town of Dauphin Island - South Coast Engineers served as the Town of Dauphin Island's agent/coastal engineer in every phase; planning, preliminary design, permitting services, final design, and construction; of the first major beach restoration project in the history of Dauphin Island, Alabama. The project included nourishment of almost one mile of beach with 320,000 cubic yards of sand pumped from over 4 miles offshore as well as nearshore segmented rock breakwaters designed to reuse and realign rocks from a flanked groin field.

Mon Louis Island Living Shoreline Project, South Mobile County, Alabama for the Mobile Bay National Estuary Program - South Coast Engineers was competitively selected to design and permit a living shoreline demonstration project along 670 feet of the western shore of Mobile Bay. A primary goal of the project was to develop a solution which would stabilize the shoreline while preserving and restoring as much natural habitat as possible. The innovative, custom solution resulted in the preservation of intertidal sandy habitat (flounder) and created nearshore oyster reef habitat that is now attracting sport fish species (speckled trout). This project was part of a Community Development Block Grant and local citizens were engaged through visioning charrettes, planning, and project status meetings. South Coast Engineers also assisted during the construction phase of the project by providing relevant coastal engineering services. The project has been highly successful and has been documented through regular aerial imagery.

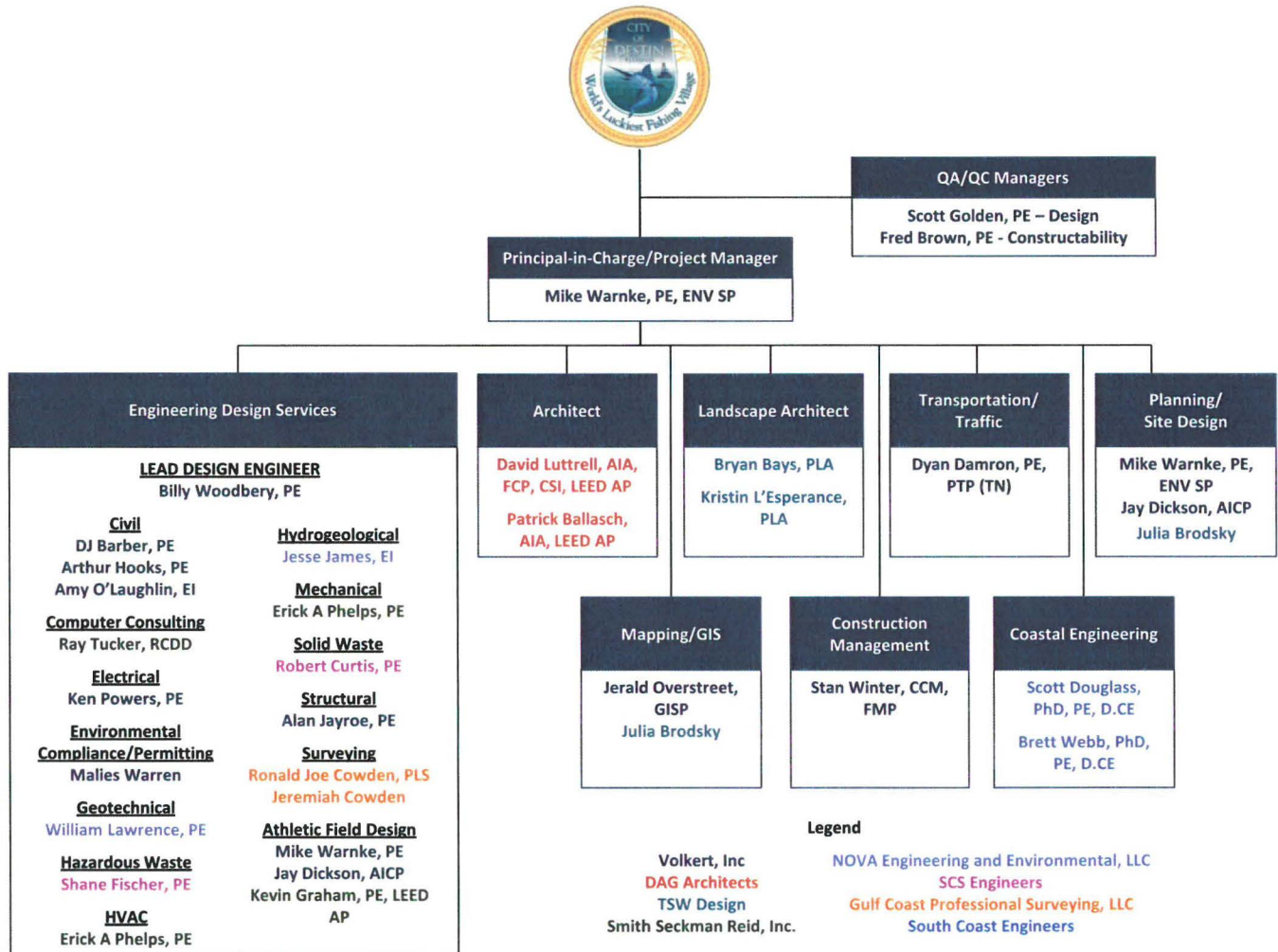
Investigation of Restoration of Hydrology on Mobile Bay Causeway, Spanish Fort, Alabama for the ADCNR - South Coast Engineers provided coastal engineering services for a feasibility study focused on improving the hydrology and estuarine processes of Mobile Bay. South Coast Engineers performed field data collection in the estuary including bathymetric mapping, obtaining flow measurements, and recording tidal elevations throughout the study area. These data were used to develop and validate a highly-resolved hydrodynamic model (ADCIRC) to evaluate the modified flows which would result from replacing sections of the US 90/98 earthen causeway with bridge/culvert sections. Model results were also used to characterize potential changes in sediment transport, erosion, and deposition as a result of the modified tidal currents.



PROJECT TEAM/RESUMES

Organization Chart

The personnel and our Teaming partners shown on the organization chart below will lead the services for this contract. They have been chosen specifically for their proximity to the client, and their knowledge of the Okaloosa County area.



Key Resumes

In accordance with the requirements of the RFQ we have only provided four key resumes for the project, additional personnel resumes can be provided, if requested. We feel that the key success of any project is the management and QA/QC of the project. Therefore the four resumes we have chosen, found on the following pages, highlight our Principle-in-Charge/Project Manager who can bind the company on this contract and will be the main point of contact for the City, our Lead Design Engineer and our QA/QC personnel.

We recognize that the City will NOT allow substitutions of key project members during the contract period without written agreement of the City prior to that employee working on any task assignments. We commit to the City that this team will be immediately available upon notice to proceed.



QUALIFICATIONS

23 years of experience

Education:

- ▼ BS, Civil Engineering, Florida State University, 1996

Registration:

- ▼ FL PE #64091
- ▼ AL PE #28976
- ▼ MS PE #18544

Training/Certification

- ▼ Envision Sustainability Professional Certification
- ▼ OSHA 30 Hours
- ▼ USACE Construction Quality Management for Contractors

Volkert commits to the City of Destin that Mr. Warnke will be committed to this project in his role, as shown, throughout the life of the project.

60% Available for this project

MIKE WARNKE, PE, ENV SP

PRINCIPAL-IN-CHARGE/PROJECT MANAGER

Mr. Warnke joined Volkert in 2014 and has over 23 years of professional engineering experience in the Florida panhandle. His experience includes project management responsible for scheduling, budgeting, design oversight, coordination, and client relations. He is certified as an Envision Sustainability Professionals (ENV SP) as well as a Contractor Quality Management by the U.S. Army Corps of Engineers (USACE).

Relevant Project Experience:

Project Manager for Sidewalk Improvements for King Middle School and Grover Lane in Santa Rosa County, Florida for the Santa Rosa County Board of Commissioners. The Glover Lane sidewalk project will provide sidewalks to provide additional pedestrian/student access along Glover Lane from Hamilton Bridge Road to Hobbs Middle School along Glover Lane. The King Middle School sidewalk project will provide sidewalks to provide additional pedestrian/student access to King Middle School along Rosasco Street, Byrom Street and King Street. The project includes the development of construction plans in accordance with FDOT design standards and the Florida Greenbook and ADA requirements. Volkert provided engineering design and specifications, construction estimates and real estate acquisition services. This project was completed using FDOT LAP funds.

Project Manager for the Development of the Pensacola Beach Congestion Management Plan for the Escambia County Commission. The project consists of an update to the Congestion Master Plan as well as development of construction plans to immediately alleviate congestion in the area and development of a capital improvement plan for both short-term and long-term improvements along the corridor to improve beach access and alleviate traffic congestion in the area. Volkert staff was responsible for reviewing the master plan and updating it for current and future demands, prioritize identified improvements to be implemented as funding became available. Volkert has recently been approved to provide design services for the improvements selected by the County..

Project Manager for the Pea Ridge Connector in Santa Rosa County, FL for the Santa Rosa County Board of Commissioners. Volkert was responsible for the development of planning and design for the connector roadway which consists of the design of a 2-lane divided rural roadway section and a 4-lane divided rural section along the designated right-of-way with a design speed of 35 mph. The roadway will include turn lanes, to accommodate schools and future development needs and signalized intersections where necessary. The project involves providing planning, surveying, geotechnical services, traffic engineering, utility design/coordination, environmental permitting, drainage analysis/improvements, signal design, complete design plans, property acquisition assistance, value engineering study, construction estimates and bidding assistance.

Project Manager for the Stillbrook Road Drainage Improvements for Escambia County Commission. The project consisted of professional services for drainage improvements to repair or replace the existing culverts at Quiet Creek. This area had multiple failures, during the April 2014 storm events, which created pot holes and sinkholes throughout the roadway. The project required the replacement of the triple 72" CMP culverts and roadway repairs along Stillbrook Road.



QUALIFICATIONS

5 years of experience

Education:

- ▼ MS, Transportation, Florida State University, 2014
- ▼ B.S. Civil Engineering, Florida State University, 2013

Registration:

- ▼ FL PE # 87269
- ▼ LA PE # 0042449

Volkert commits to the City of Destin that Mr. Woodbery will be committed to this project in his role, as shown, throughout the life of the project.

60% Available for this project

BILLY WOODBERY, PE

LEAD DESIGN ENGINEER

Mr. Woodbery joined Volkert in September 2016 as a Project Engineer in Volkert's Panama City Beach office. His experience since joining Volkert includes roadway resurfacing, bridge replacements, and engineering studies associated with Project Development and Environment (PD&E) studies.

Relevant Project Experience:

Project Engineer SR 30/US 98 at CR 30A East Inlet Beach Pedestrian Crossing for FDOT. This pedestrian underpass project primarily consists of an underpass on the east side of the intersection of SR 30 (US 98) with CR 30A. The underpass will consist of a box culvert type structure with a minimum width and height of 12' and 8', respectively. All aspects of the underpass and ramps to the underpass will meet FDOT Design Manual and ADA criteria (including any needed handrails).

Project Engineer for SR 30E from Test Site D 3A to Coastline Drive (Cape San Blas) in Gulf County, FL. This project includes design of a Pile Supported Roadway, which is a unique engineering solution that will provide a stable and protected connection of SR 30E from SR 30A to the residents of and visitors to Cape San Blas. SR 30E through this section of Cape San Blas has been subject to the fastest eroding shoreline in the State of Florida and consistently sustains damage from coastal storm events.

Project Engineer for the PD&E Study for SR 30 (US 98) Gregory Street and Bayfront Parkway at the 17th Avenue Intersection in Pensacola, Florida for FDOT. Volkert will analyze and assess capacity needs and improve the flow of traffic at level of service D or higher. Volkert's services will include environmental and engineering studies, traffic analysis and simulations, including consideration of all social, economic, environmental effects, and mitigation as required by the PD&E Manual, along with the required environmental documents, engineering reports, preliminary plans and public meetings required for a PD&E Study.

Project Engineer for Sidewalk Improvements for King Middle School and Grover Lane in Santa Rosa County, Florida for the Santa Rosa County Board of Commissioners. The Glover Lane sidewalk project will provide sidewalks to provide additional pedestrian/student access along Glover Lane from Hamilton Bridge Road to Hobbs Middle School along Glover Lane. The King Middle School sidewalk project will provide sidewalks to provide additional pedestrian/student access to King Middle School along Rosasco Street, Byrom Street and King Street.

Project Engineer for the Pea Ridge Connector in Santa Rosa County, FL for the Santa Rosa County Board of Commissioners. Volkert was responsible for the development of planning and design for the connector roadway which consists of the design of a 2-lane divided rural roadway section and a 4-lane divided rural section along the designated right-of-way with a design speed of 35 mph. The roadway will include turn lanes, to accommodate schools and future development needs and signalized intersections where necessary. The project involves providing planning, surveying, geotechnical services, traffic engineering, utility design/coordination, environmental permitting, drainage analysis/improvements, signal design, complete design plans, property acquisition assistance, value engineering study, construction estimates and bidding assistance.



QUALIFICATIONS

29 years of experience

Education:

- ▼ BS, Civil Engineering, University of Tennessee, 1988

Registration:

- ▼ FL PE #46604
- ▼ GA PE #PE041722

PREVIOUS EXPERIENCE

Prior to joining Volkert Mr. Golden served as FDOT District Design Engineer and District Drainage Design. His roles with at FDOT (1988-2015) in District 3 included:

- ▼ District Design Engineer, 2007 to 2015
- ▼ Assistant District Design Engineer, 2000-2007
- ▼ District Drainage Engineer, 1998-2000
- ▼ Assistant District Drainage Engineer, 1993-1998
- ▼ Assistant Maintenance Engineer/PE Trainee, 1988-1993

Volkert commits to the City of Destin that Mr. Golden will be committed to this project in his role, as shown, throughout the life of the project.

30% Available for this project

SCOTT GOLDEN, PE

DESIGN QA/QC MANAGER

Mr. Golden joined Volkert in 2015 and has over 29 years of experience with the Florida Department of Transportation (FDOT). He is highly competent in most aspects of transportation planning, design, management, processes and procedures. He is knowledgeable in transportation planning, surveying and right of way mapping, project scheduling, right of way administration (acquisitions), traffic operations, construction and maintenance techniques and operations, work program, public information techniques. Mr. Golden has served in a variety of roles throughout his career. He has served as the Engineer of Record on multiple projects.

Relevant Project Experience:

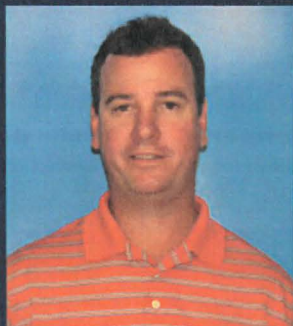
QA/QC Manager for the PD&E Study for SR 30 (US 98) Gregory Street and Bayfront Parkway at the 17th Avenue Intersection in Pensacola, Florida for FDOT. Volkert will analyze and assess capacity needs and improve the flow of traffic at level of service D or higher. Volkert's services will include environmental and engineering studies, traffic analysis and simulations, including consideration of all social, economic, environmental effects, and mitigation as required by the PD&E Manual, along with the required environmental documents, engineering reports, preliminary plans and public meetings required for a PD&E Study.

QA/QC Manager for the Development of the Pensacola Beach Congestion Management Plan for the Escambia County Commission. The project consists of an update to the Congestion Master Plan as well as development of construction plans to immediately alleviate congestion in the area and development of a capital improvement plan for both short and long-term improvements along the corridor to improve beach access and alleviate traffic congestion in the area. Volkert staff was responsible for reviewing the master plan and updating it for current and future demands, prioritize identified improvements to be implemented as funding became available

Project Manager for SR 30/US 98 at CR 30A East Inlet Beach Pedestrian Crossing for FDOT. This pedestrian underpass project primarily consists of an underpass on the east side of the intersection of SR 30 (US 98) with CR 30A. The underpass will consist of a box culvert type structure with a minimum width and height of 12' and 8', respectively. All aspects of the underpass and ramps to the underpass will meet FDOT Design Manual and ADA criteria.

Roadway and Drainage Engineer of Record for SR 30E from Test Site D 3A to Coastline Drive (Cape San Blas) in Gulf County, FL. This project includes design of a Pile Supported Roadway, which is a unique engineering solution that will provide a stable and protected connection of SR 30E from SR 30A to the residents of and visitors to Cape San Blas. SR 30E through this section of Cape San Blas has been subject to the fastest eroding shoreline in the State of Florida and consistently sustains damage from coastal storm events.

Project Manager for the FDOT District Three (Chipley) D/W Drainage Design Contract. This contract provides general drainage engineering services to the Florida Department of Transportation to include plan reviews, field reviews, drainage designs, coastal engineering and Value Engineering support.



QUALIFICATIONS

28 years of experience

Education:

- ▼ BS, Civil Engineering, University of South Alabama, 1990

Registration:

- ▼ FL PE #58832
- ▼ AL PE #20401
- ▼ MS PE #15598
- ▼ LA PE #30284

Training/Certification

- ▼ FDOT QC Manager
- ▼ FDEP Stormwater Management Inspector
- ▼ Advanced MOT
- ▼ FEMA ICS-200- ICS for Single Resources/Initial Action Incidents
- ▼ FEMA ICS-700- National Incident Management System, An Introduction
- ▼ FEMA ICS-800-National Response Framework, An Introduction

Volkert commits to the City of Destin that Mr. Brown will be committed to this project in his role, as shown, throughout the life of the project.

30% Available for this project

FRED BROWN, PE

CONSTRUCTABILITY QA/QC MANAGER

Mr. Brown has been involved with major road and construction projects managed from the Pensacola office since 2002. Mr. Brown has directed highly complex and specialized construction engineering administration and inspection programs; plans and organizes the work for subordinates and staff members; develops and reviews policies, methods, practices, and procedures; and reviews programs for conformance with Department standards.

Relevant Project Experience:

Senior Project Engineer for CEI services for the replacement of the eastbound bridges on US 90 Bridge over the White River and Bass Hole Cove (Group 12-A) in Santa Rosa County. The project includes the construction of temporary Acrow Bridges, detour construction, new eastbound structures, roadway reconstruction, pile driving, removal of the existing bridges, and safety improvements.

Project Manager for CEI associated with the SR 83 Chocawhatchee Bay Bridge Design-build project with HDR for FDOT. Volkert teamed with HDR Construction Control to manage the over \$118 million design build project that will add 2.5 mile long bridge for northbound US 331 over the Choctawhatchee Bay in South Walton County Florida. The D/B project includes all required permitting, the addition of a park with boat ramps, fishing pier, covered picnic areas, restrooms, and other amenities. The D/B team is also stabilizing the existing causeways that will carry the south US 331 travel lanes using a deep soil mixing process.

Senior Project Engineer for CEI services for the replacement of the US 90 Bridge over the Perdido River in Escambia County for FDOT. The project included the construction of a new structure south of the existing bridge, construction of the new alignment of the roadway, subsoil excavation, settlement plate monitoring, pile driving using EDC and PDA, over 120,000 CY of embankment, removal of the existing bridge, storm water detention pond, and safety improvements.

Senior Project Engineer for CEI services for the replacement of the US 90 Bridge over the Perdido River in Escambia County. The project included the construction of a new structure south of the existing bridge, construction of the new alignment of the roadway, subsoil excavation, settlement plate monitoring, pile driving using EDC and PDA, over 120,000 CY of embankment, removal of the existing bridge, storm water detention pond, and safety improvements.

Project Engineer for CEI services for improvements to I-10/I-110 (SR 8/SR 8A), a Group 02-D project, in Pensacola for FDOT. CEI services included major interchange improvements on I-10 at I-110 and SR 291 (Davis Highway). The project consisted of construction of eight bridges, MSE walls, retaining wall systems, noise walls, storm water management facilities, roadway widening, crack and reseal of existing concrete pavement, milling and resurfacing, drainage improvements, safety improvements, fencing, grassing, signing, signalization, lighting, and pavement marking.



PROJECT TEAM/RESUMES

Qualifications of Proposed Staff

Volkert has over 1,100 multi-disciplinary professionals on staff corporatewide with experience and qualifications to provide services under this contract. Our team includes many who live and work in Northwest Florida and who have a vested interest in improving the infrastructure in the area.

In addition to the personnel highlighted on the previous pages we have the following FL PEs that will be instrumental in the completion of task assignments under this contract. Mr. Warnke will tailor a team based on the needs of the assigned task utilizing the personnel shown below.

NAME	Firm	Availability %
DJ Barber, PE	Volkert, Inc.	60%
Arthur Hooks, PE	Volkert, Inc.	60%
Amy O'Laughlin, EI	Volkert, Inc.	60%
Ken Powers, PE	Volkert, Inc.	40%
Malies Warren	Volkert, Inc.	60%
Alan Jayroe, PE	Volkert, Inc.	50%
Jay Dickson, AICP	Volkert, Inc.	30%
Dyan Damron, PE, PTP	Volkert, Inc.	30%
Jerald Overstreet, GISP	Volkert, Inc.	30%
Stan Winter, FMP	Volkert, Inc.	30%
Subconsultant Key Personnel		
Ray Tucker, RCDD	Smith Seckman Reid, Inc.	55%
Erick Phelps, PE	Smith Seckman Reid, Inc.	55%
Kevin Graham, PE, LEED AP	Smith Seckman Reid, Inc.	55%
William Lawrence, PE	NOVA Engineering and Environmental, LLC	60%
Jessee James, EI	NOVA Engineering and Environmental, LLC	60%
Shane Fischer, PE	SCS Engineers	30%
Robert Curtis, PE	SCS Engineers	30%
Ronald Joe Cowden, PLS	Gulf Coast Professional Surveying, LLC	45%
Jeremiah Cowden	Gulf Coast Professional Surveying, LLC	45%
David Luttrell, AIA, FCP, CSI, LEED AP	DAG Architects	55%
Patrick Ballasch, AIA, LEED AP	DAG Architects	55%
Bryan Bays, PLA	TSW Design	45%
Kristin L'Esperance, PLA	TSW Design	45%
Julia Brodsky	TSW Design	45%
Scott Douglas, PhD, PE, D.CE	South Coast Engineers	30%
Brett Webb, PhD, PE, D.CE	South Coast Engineers	30%



PROJECT TEAM/RESUMES

Availability

Volkert commits our staff as well as the staff of our team members to be on-call responsive and ready to work for the City of Destin, upon notice to proceed. The Volkert team is committed to providing local and qualified individuals that will manage the City needs from our Panama City Beach office. The personnel shown will lead the efforts for this project, in the areas stated on the organizational chart. Mr. Warnke will work with the City to determine which services are required for the assigned task and coordinate with the team accordingly.

Volkert understands the needs of the City for continuing services contracts and commit to the City that we will make available the necessary personnel for the assigned task.

Location of Services

We will utilize personnel in our Northwest Florida offices located in Panama City Beach, Pensacola, Chipley, and Gulf Breeze, Florida, with Panama City Beach leading the efforts for assignments under this contract.

Willingness to meet Budget/Schedules

Volkert has a history of completing projects on time and with the budget established during scoping and fee meetings with our clients. We do this by realistic planning during the analysis/preliminary phase of the project, and producing a written schedule (usually in Microsoft Project or CPM/bar graph form). The project team meets regularly to discuss known problem areas, potential future issues and concerns, and develops solutions to monitor and maintain progress relative to the schedule.

Volkert utilizes constructability reviews during our quality assurance process. Through review by our construction managers we develop preliminary cost estimates based on the most current construction costs. These estimates will allow us to coordinate with the City to ensure the design meets applicable standards, the Cities need for the facility's users and meets the established budget.

Current Workload

The Volkert Team is committed to the City of Destin for this continuing services contract and the Team is available to start on any assigned task immediately. Mr. Warnke can assign additional personnel at any time is is determined that additional manpower will be required to meet the demands of the City.



PROJECT APPROACH

The Typical Plan of Approach for Continuing Services contracts includes the following as assignments are received from the City of Destin:

1

- ▼ Conduct a kick off meeting with City personnel
- ▼ Gather all available information about the task assignment
- ▼ Form a foundation and understanding of existing conditions
- ▼ Develop a clear understanding of Volkert's role, goals, scope, budget and schedule for services
- ▼ Work with the City to prioritize tasks with available funds assigned
- ▼ Provide required Surveying and Geotechnical Services, as necessary
- ▼ Prepare conceptual plans/studies for each task assigned with deliverables determined by the City
- ▼ Prepare Final Plans/Studies for each assignment with deliverables determined by the City
- ▼ Provide Required Environmental Permitting
- ▼ Provide bid packages and assist in contractor selection
- ▼ Provide CEI services during the construction for each project

Throughout our history, Volkert has served municipal and local government needs, often in the context of "on-call" or continuing services master contracts. In these kinds of contracts, we understand the importance of functioning as an extension of municipal department staff, of being flexible, responsive, and of providing timely and accurate service when called upon.

Volkert has provided services in Northwest Florida for more than 40 years and believe our local expertise can provide the City with the level of experience and innovation that has been our hallmark since 1925. We strives to provide our clients with high quality project results using well qualified individuals to address client issues. Volkert offers total project solutions by providing comprehensive services from preliminary engineering through construction services. Volkert is a large consulting firm with established local ties and experience, which allows us to have not only an understanding of the issues working in Northwest Florida but also the resources and experience required to complete any task that may be assigned by the City under this contract.



PROJECT MANAGEMENT

The Volkert Team consistently follows three values to ensure the results for each project is successful resulting in Volkert becoming their client's Consultant of Choice:

- Purpose • Focus • Vision • Communication

We do this consistently through:

- ▼ Listening to Our Client's Need
- ▼ Producing for Our Clients
- ▼ Understanding our Client's Priorities
- ▼ Following up with Our Clients.

Mike Warnke, PE, ENV SP, is Volkert's Principal-in-Charge/Project manager that will be responsible for the management of any project and team as well as he will serve as the primary contact for the City. He will engage each key team members from the initial project kickoff meeting with clients to the final delivery of construction documents. He will coordinate with the team members that will be required to complete any task assigned under the contract. He will work with the City to develop scope of work for assigned projects, construction budgets, staff hour fee proposals and project schedules.



PROJECT APPROACH

Upon approval and notice to proceed by the client, a project kickoff meeting for team members that defines design requirements, budget requirements, construction requirements, site conditions and other physical and owner administrative constraints will occur.

2

Additionally, during this meeting, the team will be informed concerning the file storage locations of the central guidelines, manuals, calculations, and drawings as well as where all new data will be stored for quick job access. Checklists for the various types of work will be presented and procedures will be drafted and posted to allow all project team members to have a clear understanding of their roles and responsibilities for the project.

Prior to initiating the design, the task leader or design staff will review with a peer, his/her plan of attack for completing the design and the options that have been considered including the advantages and disadvantages of each of these options. Once the initial design review/discussion is completed the plan of attack for completing the design will be finalized and will be used to develop the final plans and construction documents. Through experience, Volkert has determined that the peer review process helps us complete successful projects. This process is repeated for all aspects of the design. By giving early and thorough consideration to all options for the design, errors are minimized, and the final product is a well-thought out functional design. Throughout this process, coordination with designated representatives from the City will be ongoing.





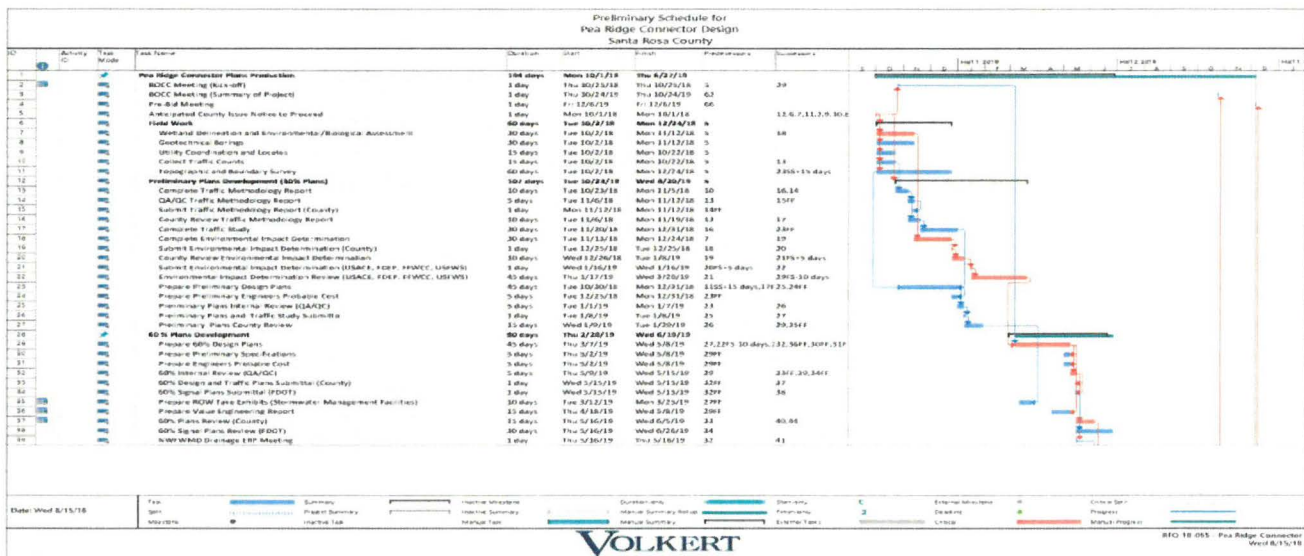
PROJECT APPROACH

Schedule Controls

Mr. Warnke, will be responsible for the management of any assigned task and develop a team tailored to efficient completion of that task.

3

To provide timely delivery he will develop a project schedule to track tasks, permitting activities, document preparation and delivery. Prior to beginning any task, we will meet with the City to determine critical dates, wants and needs regarding the assignment. After acceptance of the schedule and during the design process, weekly progress reports or information from discussions with the individual team members will be reviewed for project progress and the project schedule will be updated. Tracking progress against the project's calendar will allow for additional resources to be utilized in the event additional efforts are required. The project manager will provide schedule updates to the City project manager including any schedule issues and remediation efforts that are underway to fix.



Sample of the type of schedule we would utilize, created in Microsoft Project

Budget Controls

The goal of a successful project also includes producing a sound product within budget. The budget for each task will be developed utilizing the staff hour agreement submitted to and approved by the City for each task. Once the budget is approved by the client, contractual agreements determining the set deliverable and cost for the deliverable will be issued to each subconsultant.

Each month, just as internal staff hours are reviewed against the projects schedule; the internal staff hours, as well as the invoices submitted by subconsultants, will be reviewed for budgeting purpose using Deltek Vision (Our corporate project accounting software). Utilizing these detailed reports from Deltek Vision. Mr. Warnke will approve all invoices submitted to the City for payment or, if necessary, request additional information from the subconsultants to document work completed. A summary of all work completed that month will accompany each monthly invoice.



PROJECT APPROACH

Quality Control

Volkert has developed and utilizes a robust quality control program for all projects. Our proven Quality Control Process engages two professionals who will evaluate and review all deliverables produced by the Volkert team (including deliverables produced by subconsultants). The project specific Quality Assurance plan, that will be developed at project kick-off, will detail the steps required for all documentation; client and team communication; and contract, schedule, and budget compliance reviews.

4

The initial QA/QC review will be completed by **Scott Golden, PE**, Volkert's Quality Assurance/Quality Control (QA/QC) Manager responsible for reviewing designs, services, and construction plans for quality. He is responsible for improving the QA/QC checklists as required for continuous improvement of the process; and is tasked with making current checklists available to Quality Assurance Team Members. Utilizing his 27 years of experience at FDOT as drainage and district design engineer, the projects design aspects, calculations and deliverables will be reviewed for conformance to applicable design standards and county requirements.

Additional constructibility reviews during this process will be completed by **Fred Brown, PE**. Fred's 15 years in construction will allow him to confirm the constructability of the proposed project. Utilizing the formal quality control efforts defined at the beginning of the project, each team member will have access to all comments in order to minimize the duplication of comments and efforts. This comment response process is documented through the life of the project and all documentation is available upon request, if the client requires. Volkert's documentation for the project decisions made and how determined will be clearly known and coordinated. We will keep the county aware of the issues and the steps that were taken to resolve them. These in-house quality review procedures and detailed checklists will be used to produce a quality set of plans/studies for any project that is assigned to under this contract and to minimize the comments from Permitting Agency reviews.





REFERENCES

References

The Volkert Team has several long standing clients, with a few of them listed below, that are available to discuss with the County our qualifications, and their experience with our personnel. We urge you to contact the following client references to gain a better understanding of what our team can provide to our clients and how we can best serve the City.

VOLKERT, INC.

City of Pensacola

*Project: Areawide traffic signal timing coordination
Escambia/Santa Rosa Co*

PO Box 12910

Pensacola, FL 32521

Ryan Novota, Traffic Engineer

P: 850-436-5655 F: 850-435-1611

RNovota@cityofpensacola.com

Santa Rosa County, Florida

*Project: Whiting Aviation Park, Phase I; Jeff Ates Road
Industrial Site Certification*

Santa Rosa County Economic Development

6491 Caroline Street, Suite 4

Milton, FL 32570-4592

Shannon Ogletree, Director

p. 850-623-0174 c. 850-791-0195

shannon@santarosa.fl.gov

Florida Department of Transportation D3

Project: Numerous projects since 1991

1074 Highway 90

Chipley, FL 32428

Jared Perdue, PE, Director of Transportation Development

P: 850-415-9214 F: 850-415-9761

jared.perdue@dot.state.fl.us

DAG ARCHITECTS

Wood + Partners, Inc.

1211 Miccosukee Road

Tallahassee, FL 32308

850.391.0360

Shawn Kalbli, MLA, ASLA

Project: Trust for Public Land Innerarity Point Park Perdido
Key, Florida

Escambia County, Florida

Project: Numerous projects since 2015

221 Palafox Place

Pensacola, FL 32502

P: 850-595-2413

Derek Fox, Senior Project Coordinator/FEMA Coordinator
Public Works Department, Engineering Division

dfox@co.escambia.fl.us

Emerald Coast Utility Authority

*Project: ECUA Overview report Cantonment Trunk Force
Main Upgrades*

9255 Sturdevant Street

Pensacola, FL 32514

Stacy Hayden, Engineering Director

P: 850-969-3310 F: 850-969-6511

william.johnson@ecua.fl.gov

The Trust for Public Land

306 North Monroe Street

Tallahassee, FL 32301

Project: Trust for Public Land Leonard Destin Park
Destin, Florida



REFERENCES

TSW DESIGN

City of Bainbridge, Georgia

Project: Continuing Design Services for Master Planning, Landscape Architecture, Architecture, and Civil Engineering (projects have included Chason Park Master Plan, Chason Park Design Phase 1, and Historic Cemetery Master Plan)

Contact: Chris Hobby, City Manager

Phone: 229.248.2006

Email: chrish@bainbridgecity.com

City of Gulf Shores, Alabama

Project: Gulf Place Waterfront Park and Civic Plaza

Contact: Dan Bond, Environmental/Grants Coordinator

Phone: 251.968.9825

Email: dbond@gulfshoresal.gov

City of Stockbridge, Georgia

Project: IDIQ Architecture & Engineering Services (projects have included Amphitheater Park and supporting buildings, Cultural Arts Center, City Hall sign, interior office renovation, and Municipal Courthouse)

Contact: Camilla Moore, Community Development Director

Phone: 678.833.3324

Email: cmoore@cityofstockbridge-ga.gov

SMITH SECKMAN REID, INC.

Debbie Cairncross

City of Bartlett

Purchasing

901.385.6416

dcairncross@cityofbartlett.org

Ed Hudec, PE

Florida Department of Transportation

District Construction Engineer

850.330.1617

Ed.hudec@dot.state.fl.us

Phillip Gainer

Florida Department of Transportation

Chief Engineer

850.330.1205

Phillip.gainer@dot.state.fl.us

NOVA

Bay County Public Works

Attn: Keith Bryant, Director

840 West 11th Street

Panama City, FL 32401

850-248-8301

City of Panama City

Engineering Department

Attn: Dale Cronwell, City Engineer

501 Harrison Ave

Panama City, FL 32402

850-872-3017



REFERENCES

SCE ENGINEERS

Robert Shankle
Solid Waste Division Mgr, Utilities Dept
Manatee County
3333 Lena Road
Bradenton, FL 32411
(941) 748-5543 x5275 robert.shankle@mymanatee.org

T.F. Armbruster
Solid Waste Program Supervisor
Pinellas County
400 South Fort Harrison Avenue
Clearwater, FL 33756
(727) 464-7582
tfarmbru@co.pinellas.fl.us

GULF COAST PROFESSIONAL SURVEYING, LLC

Mark Shaeffer, P.E., Utilities Engineer
City of Panama City Beach, FL
(850) 233-5054

Johnny C. Sims, P.E., Public Works Director
City of Panama City, FL
(850) 872-3170

David F. Silvey, P.E., 325th Fighter Wing Civil Engineering
USAF Air Combat Command, TAFB, FL
(850) 283-8122

SOUTH COAST ENGINEERS

Town of Dauphin Island, Alabama
Mayor Jeff Collier
1101 Bienville Blvd
Dauphin Island, AL 36528
(251) 861-5525
jcollier@townofdauphinisland.org

Alabama Department of Conservation and Natural Resources
Jeremiah Kolb
State Lands Division - Coastal Section
31115 Five Rivers Blvd
Spanish Fort, AL 36527
(251) 621-1216
Jeremiah.Kolb@dcnr.alabama.gov



FLORIDA LICENSES/CERTIFICATIONS

Licenses/Certifications

Please find copies of the following on the next few pages:

- ▼ Sample Insurance Certificate
- ▼ Firm FL PE Licenses
- ▼ Certificates of Authorization to do business in Florida
- ▼ Corporate Resolution giving Signing Authority
- ▼ FDOT Pre-qualification Letters (as applicable)



VOLKERT Sample Insurance Certificate

FLORIDA LICENSES/CERTIFICATIONS

Client#: 25392

VOLKINCO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/16/2019

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022		CONTACT NAME: Katie Kresner PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): 866.550.4082 E-MAIL ADDRESS: Katie.Kresner@greyling.com															
INSURED Volkert, Inc. 11 N. Water Street, Suite 18290 Mobile, AL 36602		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Co</td> <td>16535</td> </tr> <tr> <td>INSURER B : Travelers Prop Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : Lexington Insurance Company</td> <td>19437</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> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Co	16535	INSURER B : Travelers Prop Casualty Co of America	25674	INSURER C : Lexington Insurance Company	19437	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A : Zurich American Insurance Co	16535																
INSURER B : Travelers Prop Casualty Co of America	25674																
INSURER C : Lexington Insurance Company	19437																
INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES		CERTIFICATE NUMBER: 18-19		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:		GLO013838004	11/01/2018	11/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒		BAP013837904	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR CLAIMS-MADE DED. ☒ RETENTION \$0		ZUP91M6938718NF	11/01/2018	11/01/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC013838104	11/01/2018	11/01/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		027015038	07/28/2019	07/28/2020	Per Claim \$2,000,000 Aggregate \$2,000,000

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

CERTIFICATE HOLDER Sample Certificate	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
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD
 #S1715979/M1715178

KKRE1



RFQ FOR ENGINEERING AND PROFESSIONAL CONSULTING SERVICES

RFQ #19-01-PS



FLORIDA LICENSES/CERTIFICATIONS

VOLKERT Florida Professional Engineering License



Florida Board of Professional Engineers
2639 North Monroe Street, Suite B-112
Tallahassee, FL 32303-5268

Volkert, Inc.
1408 NORTH WESTSHORE
TAMPA, FL 33607

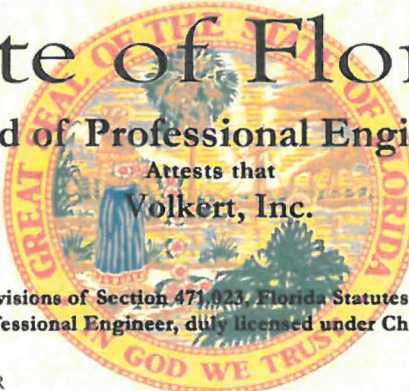
Each licensee is solely responsible for notifying the Florida Board of Professional Engineers in writing the licensee's current address.

Name changes require legal documentation showing name change. An original, a certified copy, or a duplicate of an original or certified copy of a document which shows the legal name change will be accepted unless there is a question about the authenticity of the document raised on its face, or because the genuineness of the document is uncertain, or because of another matter related to the application.

At least 90 days prior to the expiration date shown on this license, a notice of renewal will be sent to your last known address. If you have not yet received your notice 60 days prior to the expiration date, please call (850) 521-0500, or write, Florida Board of Professional Engineers, 2639 North Monroe Street, Suite B-112, Tallahassee, FL 32303-5268 or e-mail: board@fbpe.org. Our website address is <http://www.fbpe.org>.

State of Florida Board of Professional Engineers

Attests that
Volkert, Inc.



Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019

Audit No: 228201902172 R

CA Lic. No:

4641



FLORIDA LICENSES/CERTIFICATIONS

VOLKERT Florida Certificate of Authority

State of Florida Department of State

I certify from the records of this office that VOLKERT, INC. is an Alabama corporation authorized to transact business in the State of Florida, qualified on December 15, 1986.

The document number of this corporation is P13159.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 1, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the First day of April, 2019*



Randy R. ...
Secretary of State

Tracking Number: 5116046801CC

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

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



Florida

dbpr

Log On

Search for a Licensee
Apply for a License
View Application Status
Find Exam Information
File a Complaint
AB&T Delinquent
Invoice & Activity
List Search

DBPR ONLINE SERVICES

Home

12:31:05 PM 4/8/2019

Licensee Details

Licensee Information

Name:

Main Address:

County:

License Mailing:

License Location:

DAG ARCHITECTS, INC (Primary Name)

1223 AIRPORT RD

DESTIN Florida 32541

OKALOOSA

License Information

License Type:

Rank:

License Number:

Status:

Licensure Date:

Expires:

Architect Business

Architect Bus

AAC000745

Current,Active

07/02/1981

02/28/2021

Special Qualifications

Corporation

Qualification Effective

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee, FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. Copyright 2007-2010 State of Florida. Privacy Statement

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S., must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

VOLKERT

RFQ FOR ENGINEERING AND PROFESSIONAL CONSULTING SERVICES

RFQ #19-01-PS



DAG Florida Certificate of Authority

FLORIDA LICENSES/CERTIFICATIONS

State of Florida Department of State

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

The document number of this corporation is F33440.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 7, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of February, 2019*



Randy Rye
Secretary of State

Tracking Number: 5239980913CC

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

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



VOLKERT

RFQ FOR ENGINEERING AND PROFESSIONAL CONSULTING SERVICES

RFQ #19-01-P5

DBPR ONLINE SERVICES

[Log On](#)

3/22/25 PM 6:02PM

- [Search for a Licensee](#)
- [Apply for a License](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [File a Complaint](#)
- [AB&T Delinquent](#)
- [Invoice & Activity](#)
- [List Search](#)

Licensee Details

License Information

Name:	TUNNELL SPANGLER WALSH (Primary Name)
Main Address:	1389 PEACHTREE ST NE SUITE 200 ATLANTA Georgia 30309
County:	OUT OF STATE
License Mailing:	
License Location:	

License Information

License Type:	Temp Landscape Architect Business
Rank:	
License Number:	
Status:	Application In Progress
Licensure Date:	
Expires:	

Special Qualifications

Qualification Effective

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee, FL 32399 || Email: [Customer Contact Center](#) || Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. Copyright 2007-2010 State of Florida. Privacy Statement

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S., must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However, email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



FLORIDA LICENSES/CERTIFICATIONS

TSW Florida Certificate of Authority

State of Florida Department of State

I certify from the records of this office that TUNNELL, SPANGLER & ASSOCIATES, INC. is a Georgia corporation authorized to transact business in the State of Florida, qualified on March 23, 1990.

The document number of this corporation is P28692.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 9, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of February, 2019*



Randy Bice
Secretary of State

Tracking Number: 3810942436CC

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

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



Smith Seckman and Reid Florida Professional License

FLORIDA LICENSES/CERTIFICATIONS

Florida
dbpr

Log On

Search for a Licensee

Apply for a License

View Application Status

Find Exam Information

File a Complaint

AB&T Delinquent

Invoice & Activity

List Search

DBPR ONLINE SERVICES

Home

2:04:46 PM 8/8/2019

Data Contained In Search Results Is Current As Of 08/08/2019 02:45 PM.

Search Results

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/Rank	Status/Expires
Certificate of Authorization	SMITH SECKMAN REID, INC.	Primary	857 Cert of Auth	Current 02/28/2021

License Location Address*: 2995 31000 DR NASHVILLE, TN 37204

Main Address*: 2995 31000 DRIVE NASHVILLE, TN 37204

Mailing Address*: 2995 31000 DR NASHVILLE, TN 37204

Back

New Search

* denotes

Main Address - This address is the Primary Address on file.

Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).

License Location Address - This is the address where the place of business is physically located.

2691 Blair Stone Road, Tallahassee, FL 32399 :: Email: [Customer.Contact.Center](#) :: Customer Contact Center: 850.467.1295

The State of Florida is an AA/EOE employer. [Copyright 2007-2010 State of Florida. Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.467.1295. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The email provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



FLORIDA LICENSES/CERTIFICATIONS

Smith Seckman and Reid Florida Certificate of Authority

State of Florida Department of State

I certify from the records of this office that SMITH SECKMAN REID, INC. is a Tennessee corporation authorized to transact business in the State of Florida, qualified on November 26, 1991.

The document number of this corporation is P36528.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on April 27, 2016, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-seventh day of April,
2016*



Ken Diefen
Secretary of State

Tracking Number: CC8637407647

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

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



Florida

dbpr

DBPR ONLINE SERVICES

Home

12:37:14 PM 4/8/2019

Log On

Search for a Licensee

Apply for a License

View Application Status

Find Exam Information

File a Complaint

AB&T Delinquent

Invoice & Activity

List Search

Licensee Details

Licensee Information

Name:

Main Address:

License Mailing:

LicenseLocation:

NOVA ENGINEERING AND ENVIRONMENTAL, LLC (Primary Name)

3900 KENNESAW 75 PARKWAY

SUITE 100

KENNESAW Georgia 30144

3900 KENNESAW 75 PARKWAY

KENNESAW GA 30144

License Information

License Type:

Rank:

License Number:

Status:

Licensure Date:

Expires:

Certificate of Authorization

Cert of Auth

27772

Current

10/12/2007

02/28/2021

Special Qualifications

Qualification Effective

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. Copyright 2007-2010 State of Florida. Privacy Statement

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.279(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The email address provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



NOVA Florida Certificate of Authority

FLORIDA LICENSES/CERTIFICATIONS

State of Florida Department of State

I certify from the records of this office that NOVA ENGINEERING AND ENVIRONMENTAL, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on July 23, 2007.

The document number of this limited liability company is M07000004372.

I further certify that said limited liability company has paid all fees due this office through December 31, 2017, that its most recent annual report was filed on January 23, 2017, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-third day of January,
2017*



Ken DeFuria
Secretary of State

Tracking Number: CC6234264895

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

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



Florida

dbpr

DBPR ONLINE SERVICES

Home

2:08:16 PM 8/2/2019

Log On

Search for a Licensee

Apply for a License

View Application Status

Find Exam Information

File a Complaint

AB&T Delinquent

Invoice & Activity

List Search

Licensee Details

Licensee Information

Name:	STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC. (Primary Name)
Main Address:	SCS ENGINEERS (DBA Name) 3922 COCONUT PALM DRIVE SUITE 102 TAMPA Florida 33619 HILLSBOROUGH
County:	
License Mailing:	
LicenseLocation:	3922 COCONUT PALM DRIVE SUITE 102 TAMPA FL 33619 HILLSBOROUGH
County:	

License Information

License Type:	Certificate of Authorization
Rank:	Cert of Auth
License Number:	4892
Status:	Current
Licensure Date:	12/31/1987
Expires:	02/28/2021

Special Qualifications

Qualification Effective

Alternate Names

--

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1335

The State of Florida is an AA/EEO employer. [Copyright 2007-2010 State of Florida, Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1335. *Pursuant to Section 435.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 435, F.S. must provide the Department with an email address if they have one. The email address provided may be used for official communication with the licensee. However, email addresses are public records. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

VOLKERT

RFQ FOR ENGINEERING AND PROFESSIONAL CONSULTING SERVICES
RFQ #19-01-PS



FLORIDA LICENSES/CERTIFICATIONS

SCS Florida Certificate of Authority

State of Florida Department of State

I certify from the records of this office that STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. is a Virginia corporation authorized to transact business in the State of Florida, qualified on December 21, 1987.

The document number of this corporation is P17311.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 8, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of January, 2019*



A. I. S.
Secretary of State

Tracking Number: 5359022776CC

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

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



FLORIDA LICENSES/CERTIFICATIONS

GCPS Florida Professional License

					1
RONALD JOE COWDEN 417 BAY SHORE DR, PANAMA CITY BEACH, FL 32407-5458					Complaints 0 Print
License Type	License#	Issued	Expires	Status	
Surveyor and Mapper	LS5323	01/05/94	02/28/21	Active	
Surveyor of Record For	LB7840	06/16/10	02/28/21	Active	
					1



South Coast Engineers Florida Certificate of Authority

FLORIDA LICENSES/CERTIFICATIONS

State of Florida Department of State

I certify from the records of this office that SOUTH COAST ENGINEERS, L.L.C. is an Alabama limited liability company authorized to transact business in the State of Florida, qualified on November 9, 2015.

The document number of this limited liability company is M15000009003.

I further certify that said limited liability company has paid all fees due this office through December 31, 2018, that its most recent annual report was filed on February 26, 2018, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-sixth day of February,
2018*



Ken Deffen
Secretary of State

Tracking Number: CC1164748072

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

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

CORPORATE SECRETARY'S RESOLUTION

RSA Battlehouse Tower | Suite 18290
11 N. Water Street | Mobile, AL 36602
251.342.1070

VOLKERT

SECRETARY'S CERTIFICATE OF RESOLUTION

I, Roger C. Guilian, Secretary of the Board of Volkert, Inc., a corporation organized under the laws of the State of Alabama, and authorized to do business in the State of Florida, do hereby certify that the Board of Directors of Volkert, Inc. adopted the following Resolution at its annual meeting on May 30, 2019, pursuant to a unanimous vote.

4. Resolution re Authorization of Certain Officers to Execute Contracts

RESOLVED, that all prior resolutions of this Board of Directors specifying the Officers of this Corporation having power and authority to execute contracts in the name of this Corporation, for the performance of engineering and related services, be, and the same hereby are, revoked prospectively effective this date; and

RESOLVED FURTHER, that each of the Officers hereinafter designated be, and hereby is, authorized, empowered and directed to enter into, execute and deliver in the name of and on behalf of this Corporation, contracts for the performance of engineering and related services, and all subcontracts in connection, therewith, and to take in connection therewith such actions as such officer may deem necessary and proper for the business of this Corporation, without further act or resolution of this Board and without the necessity of the signature of said Officer being attested by the Secretary of this Corporation or any other Officer thereof, provided, however, that the Secretary, and any Assistant Secretary hereof, is hereby authorized and directed to attach the Corporate seal of this Corporation and to attest the signature of any said Officer when requested to do so by said Officer, viz.:

Perry A. Hand	Chairman of the Board
Gerald "Jerry" Stump	President & Chief Executive Officer
David A. Allsbrook, Jr.	Chief Operating Officer
Michael B. Harper	Senior Vice President, Gulf Field Region
David M. Webber	Senior Vice President, Gulf Design Region
James D. "Bo" Sanchez	Senior Vice President, Florida Region

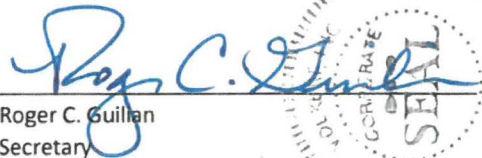
CORPORATE SECRETARY'S RESOLUTION

RSA Battlehouse Tower | Suite 18290
11 N. Water Street | Mobile, AL 36602
251.342.1070

VOLKERT

Leon M. Barkan	Senior Vice President, Program Management Service Leader
Thomas A. Hand	Chief Marketing Officer Member of the Executive Committee
Eugene F. Quinn	Vice President
John W. "Wes" Nelson	Vice President
Brett V. Gaar	Vice President
Fredrick J. "Fred" Brown	Vice President
Rico Lepore	
Mark S. Lauchner	Vice President
➔ Mike Warnke	Assistant Vice President

I further certify that the Resolution is presently in full force and effect and has not been revoked or rescinded as of this date. In witness whereof, I hereupon set the seal of this Corporation on this, the 3rd day of June 2019.


Roger C. Guillen
Secretary





Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

July 2, 2019

Bo Sanchez, Senior Vice President
VOLKERT, INC.
11 North Water Street, Suite 18290
Mobile, Alabama 36602

Dear Mr. Sanchez:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway



- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 - Major Bridge Design - Concrete
- 4.2.2 - Major Bridge Design - Steel
- 4.2.3 - Major Bridge Design - Segmental

Group 5 - Bridge Inspection

- 5.1 - Conventional Bridge Inspection
- 5.2 - Movable Bridge Inspection
- 5.3 - Complex Bridge Inspection
- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.2 - Intelligent Transportation Systems Implementation
- 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

- Group 8 - Survey and Mapping
 - 8.1 - Control Surveying
 - 8.2 - Design, Right of Way & Construction Surveying
 - 8.4 - Right of Way Mapping
- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection
 - 10.3 - Construction Materials Inspection
 - 10.4 - Minor Bridge & Miscellaneous Structures CEI
 - 10.5.1 - Major Bridge CEI - Concrete
 - 10.5.2 - Major Bridge CEI - Steel
 - 10.5.3 - Major Bridge CEI – Segmental
- Group 11 - Engineering Contract Administration and Management
- Group 13 - Planning
 - 13.3 - Policy Planning
 - 13.4 - Systems Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.6 - Land Planning/Engineering
 - 13.7 - Transportation Statistics
- Group 24 - Acquisition Relocation Assistance

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2020 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
158.56%	118.44%	0.580%	Reimbursed	No	7.12%	12.47%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

July 24, 2019

Edwin Sharp Smith, Principal
SMITH SECKMAN REID, INC.
3243 East James Lee Boulevard
Crestview, Florida 32539

Dear Mr. Smith:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 3 - Highway Design - Roadway



- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design

Group 4 - Highway Design - Bridges

- 4.1.2 - Minor Bridge Design

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection
- 10.4 - Minor Bridge & Miscellaneous Structures CEI
- 10.5.1 - Major Bridge CEI - Concrete
- 10.5.2 - Major Bridge CEI - Steel

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until July 31, 2020 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
171.70%	159.66%	0.437%	Excluded	No	11.17%	10.53%*

www.fdot.gov

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator



PROCUREMENT FORMS/DOCUMENTS

Required Forms

Please find the following forms/required information below:

- ▼ Signature Sheet
- ▼ 52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
- ▼ Veteran Business Enterprise Participation Form
- ▼ Small Business Enterprise Statement
- ▼ Drug Free Workplace Certification
- ▼ Public Entity Crimes Statement



RESPONDENT

ACKNOWLEDGEMENT

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

RFQ Title: ENGINEERING AND PROFESSIONAL
CONSULTING SERVICES

RFQ Number: 19-01-PS

RFQ Received By: **August 15 , 2019, NO LATER THAN 2:00 P.M. (CT)**

RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom, unless specified otherwise, on: **August 15 2019, no later than 2:00 P.M. (CT)** and may not be withdrawn within ninety (90) days after such date and time.

Name of Vendor: Volkert, Inc.

Federal I.D. Number: 63-0247014

A Corporation of the State of: Alabama

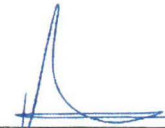
Area Code: 850 Telephone Number: 588-1618

Area Code: FAX Number: N/A

Mailing Address: 14101 Panama City Beach Parkway, Ste 190

City/State/Zip: Panama City Beach, FL 32413

Vendor Mailing Date: 8/15/2019


Authorized Signature

Mike Warnke, PE, ENV SP
Name Typed

A D D E N D A

CITY OF DESTIN
FLORIDA

**RFQ TITLE: ENGINEERING AND PROFESSIONAL
CONSULTING SERVICES**

RESPONDENT: Volkert, Inc. _____

DATE SUBMITTED: 8/15/2019 _____

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

Having studied the documents prepared by:

CITY OF DESTIN

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

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



NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN"**

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract City of Destin

2. This sworn statement is submitted by
Volkert, Inc.

whose business address is 14101 Panama City Beach Parkway, Ste 190, Panama City Beach, FL 32413
and (if applicable) Federal Employer Identification Number (FEIN) is 63-0247014 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Mike Warnke, PE, ENV SP and my relationship to the entity named above is
Assistant Vice President/NWF Lead

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

City of Destin, Florida

RFQ No. 19-01-PS, "QUALIFICATIONS FOR PROFESSIONAL Consulting Engineering Services for the City of Destin"

Public Entity Crime Form Page 2 of 2

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power

to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

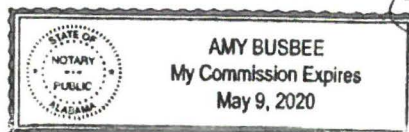
(Signature)

Date: 8/9/2019

STATE OF FLORIDA
COUNTY OF Okaloosa

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 9th day of August, 2019, and is personally known to me, or has provided as identification.

My Commission expires:



CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN"**

DRUG-FREE WORKPLACE CERTIFICATION

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

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

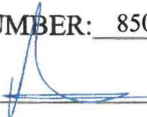
As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Volkert, Inc.

ADDRESS: 14101 Panama City Beach Parkway, Ste 190

CITY: Panama City Beach STATE: Florida ZIP CODE: 32413

TELEPHONE NUMBER: 850-588-1618

SIGNATURE:  DATE: 8/9/2019

NAME (TYPED OR PRINTED): Mike Warnke, PE, ENV SP

TITLE: Assistant Vice President/NWF Lead

**CITY OF DESTIN, FLORIDA
REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
“QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN”**

CONFLICT OF INTEREST DISCLOSURE FORM

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

YES _____

NO ✓

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

YES _____

NO ✓

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

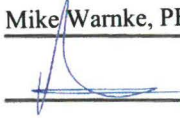
YES _____

NO ✓

If YES, please describe:

FIRM NAME: Volkert, Inc.

BY (PRINTED): Mike Warnke, PE, ENV SP

BY (SIGNATURE): 

TITLE: Assistant Vice President/NWF Lead

ADDRESS: 14101 Panama City Beach Parkway, Ste 190

Panama City Beach, FL 32413

PHONE NO. 850-588-1618

E-MAIL mike.warnke@volkert.com

CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
"QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN"**

LIABILITY & INDEMNIFICATION FORM

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

Volkert, Inc.

CONSULTANT's Company Name

14101 Panama City Beach Parkway, Ste 190,
Panama City Beach, FL 32413

Physical Address

14101 Panama City Beach Parkway, Ste 190,
Panama City Beach, FL 32413

Mailing Address

850-588-1618

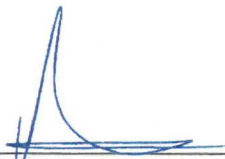
Phone Number

850-512-8935

Cellular Number

mike.warnke@volkert.com

Email address


Authorized Signature – Manual

Mike Warnke, PE, ENV SP

Authorized Signature – Typed

Assistant Vice President/NWF Lead
Title

N/A

FAX Number

850-512-8935

After-Hours Number(s)

8/9/2019

DATE

CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSAL (RFQ) NO. 19-01-PS
“QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR THE CITY OF DESTIN”**

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 19-01-PS. - QUALIFICATIONS FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR THE CITY OF DESTIN, the undersigned certifies the following:

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

Sincerely,

Mike Warnke, PE, ENV SP, Assistant Vice President/NWF Lead

Name and Title

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/08/2019

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022		CONTACT NAME: Katie Kresner PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): 866.550.4082 E-MAIL ADDRESS: Katie.Kresner@greyling.com	
INSURED Volkert, Inc. 11 N. Water Street, Suite 18290 Mobile, AL 36602		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Zurich American Insurance Co	
		INSURER B : Everest National Ins Co	
		INSURER C : Lexington Insurance Company	
		INSURER D :	
		INSURER E :	

COVERAGES

CERTIFICATE NUMBER: 19-20

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		GLO013838005	11/01/2019	11/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BAP013837905	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$10,000 ☒ OCCUR ☐ CLAIMS-MADE		XC3CU00031191	11/01/2019	11/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
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	WC013838105	11/01/2019	11/01/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		027015038	07/28/2019	07/28/2020	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Re: General Services Agreement; RFQ 19-01-PS Engineering and Professional Consulting Services.

City of Destin, FL is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Destin, FL
 Attn: Lance Johnson
 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

D.H. Gilling

© 1988-2015 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

the Certificate Holder.



**Public
Services
Department**

Phone: 850-837-6869

Fax: 850-837-3267

MEMORANDUM

DATE: 11/27/2019

TO: Lance Johnson, City Manager

Webb Warren, Deputy City Manager

Bragg Farmer, Finance Director

FROM: Michael Burgess, Public Services Director

SUBJECT: Airport Road Guardrail, Design and Construction Estimates

I have received tentative quotes for the design and construction of the Airport Road guardrail that Council requested to have installed.

Mike Warnke with Volkert Engineering stated in an email to me that he believes that the design element of this project will cost between **\$18,000 to \$22,000**. The design costs include required survey and possible subsurface utility engineering work and could be completed within 6 to 8 weeks after a Notice to Proceed is given.

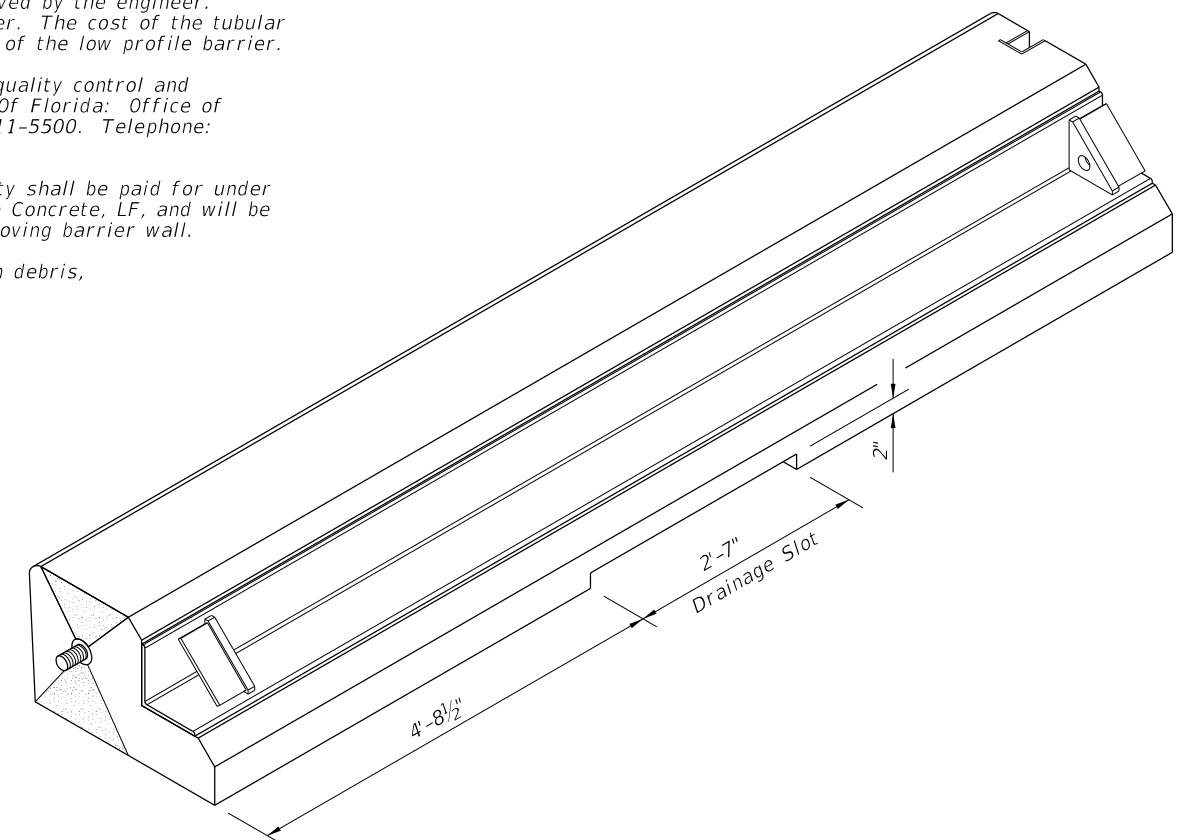
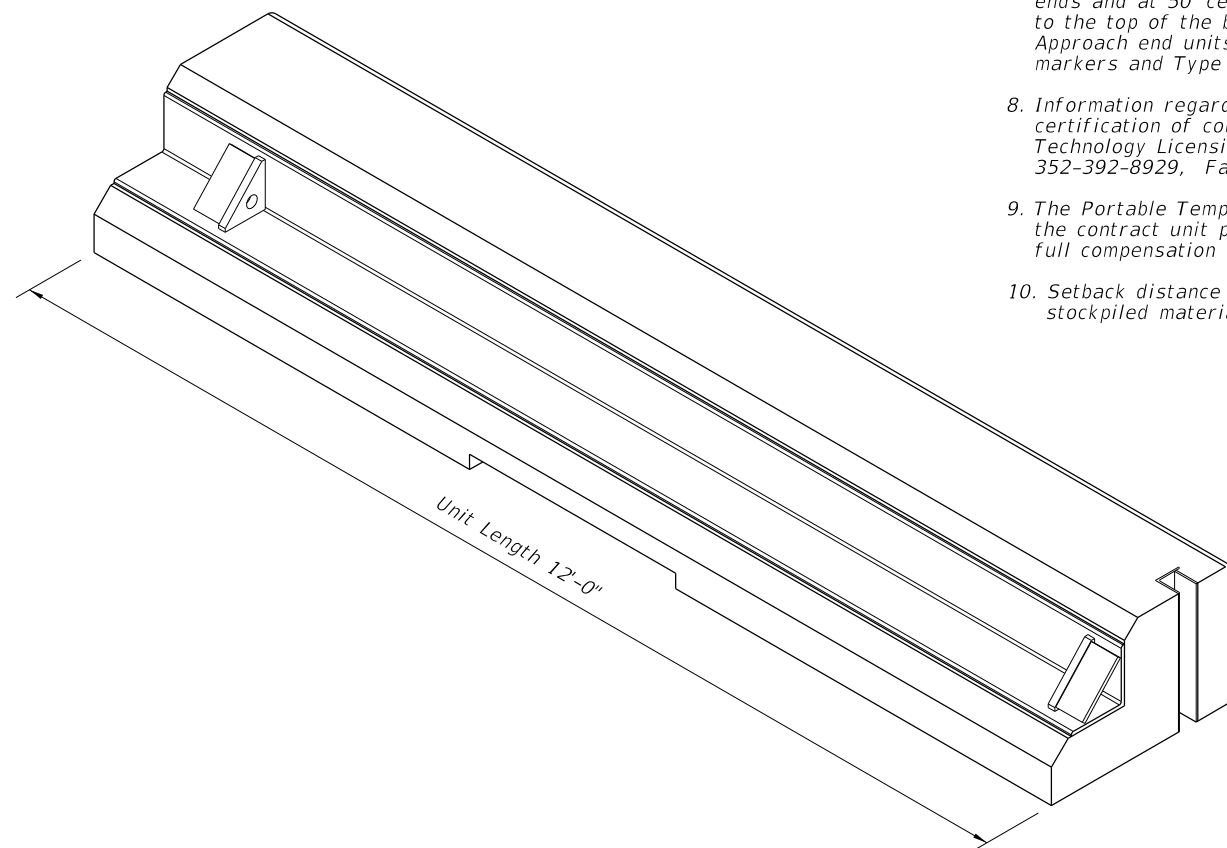
The construction of a traditional guardrail system for this project will cost between **\$75,000 to \$85,000** which includes potential drainage modifications and utility relocates.

Another option he stated that we may want to consider would be to install temporary low-profile barriers (see included FDOT standard details). This should be able to be done without having impacts to the existing drainage structures or utilities. These walls are similar to those along Hwy98 within the road widening project limits.

I have included the FDOT details for the low-profile barrier on the agenda item.

GENERAL NOTES

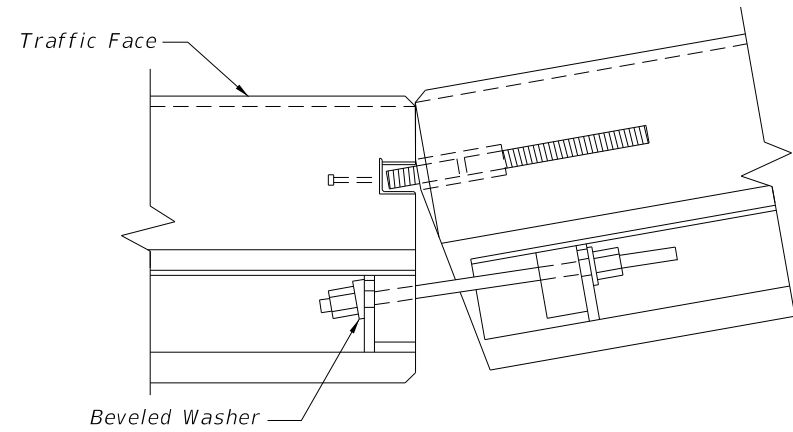
1. Pursuant to 35 United States Code, Chapter 18, also known as the Bayh Dole Act of 1980, the non mountable curb was developed through federal funding. The 'Portable Temporary Low Profile Barrier For Roadside Safety' is a licensed design by the University Of Florida. Any infringement on the rights of the designer shall be the sole responsibility of the user.
2. This Index is provided by the Florida Department Of Transportation solely for use by the Department and its assignees. The purpose for this Index is to indicate the approval of use of the barrier on the State Highway System; to provide sufficient pictorials for identifying the barrier unit; and, to provide general installation geometry for the barrier.
3. This legally mandated relationship is unique to federally funded University patents that Department contractors use on Contracts. Pursuant to federal law, the University may pursue royalties for a valid patent. Only those barrier units cast by producers licensed by the University Of Florida will be allowed for installation on the State Highway System in Florida. Barrier wall units shall conform to Specification 521 and shall be produced in Department-approved plants with quality control plans for precasting concrete barrier walls. Each barrier wall unit shall be permanently marked with an identification that is traceable to the manufacturer, the producing precast concrete plant and the date of production. This permanent identification mark will serve as certification that the unit has been manufactured in accordance with University of Florida drawings and specifications, and the approved quality control program.
4. The low profile barrier is to be installed only with hardware and accessories furnished by the licensed barrier producer. Units shall be used for no purpose other than as interconnected segments in a run of barrier. Low profile barrier wall units shall maintain firm contact with adjoining units. Nuts on tensioning rods shall be installed snug tight.
5. The low profile barrier is applicable for work zone speeds of 45 mph or less.
6. If the plans specify Low Profile Barrier then substitution with other barrier types is not permitted.
7. Tubular markers shall be orange in color and installed along the run of barrier at the ends and at 50' centers on tangents and 25' centers on radii. The markers shall be fixed to the top of the barrier by an adhesive or other method approved by the engineer. Approach end units shall be marked with a Type I object marker. The cost of the tubular markers and Type I object marker shall be included in the cost of the low profile barrier.
8. Information regarding licensing, shop drawings, specifications, quality control and certification of compliance can be obtained from the University Of Florida: Office of Technology Licensing, P.O. Box 115500, Gainesville, Florida, 32611-5500. Telephone: 352-392-8929, Fax: 352-392-6600. Reference UF#11052.
9. The Portable Temporary Low Profile Barrier For Roadside Safety shall be paid for under the contract unit price for Barrier Wall (Temporary) Low Profile Concrete, LF, and will be full compensation for furnishing, installing, maintaining and removing barrier wall.
10. Setback distance shall be kept clear of any grass, construction debris, stockpiled materials, equipment, and objects.



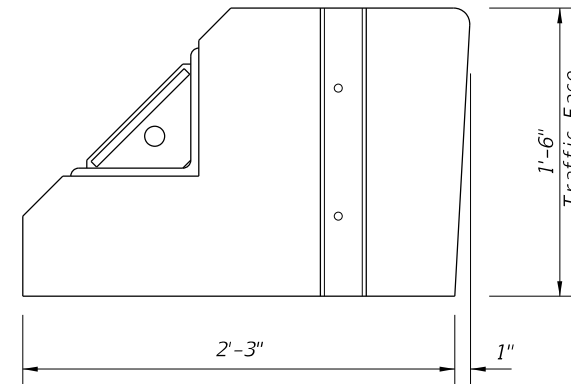
BACKSIDE AND END PICTORIAL VIEWS

PORTABLE TEMPORARY LOW PROFILE BARRIER FOR ROADSIDE SAFETY

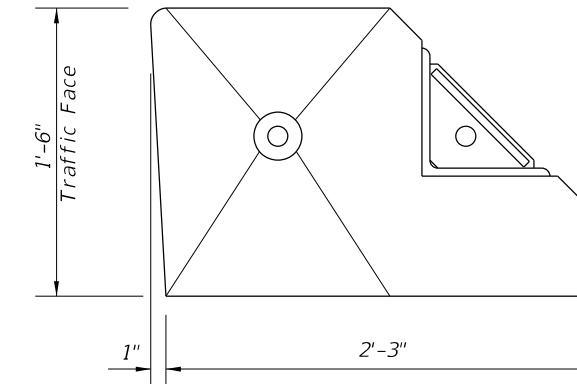
LAST REVISION 11/01/19	REVISION DESCRIPTION:	 FY 2020-21 STANDARD PLANS	LOW PROFILE BARRIER	INDEX 102-120	SHEET 1 of 5
------------------------------	--------------------------	---	---------------------	------------------	-----------------



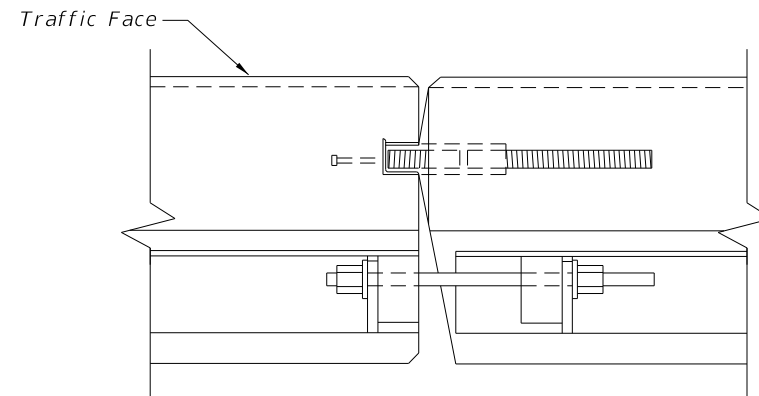
CONCAVE CONNECTION



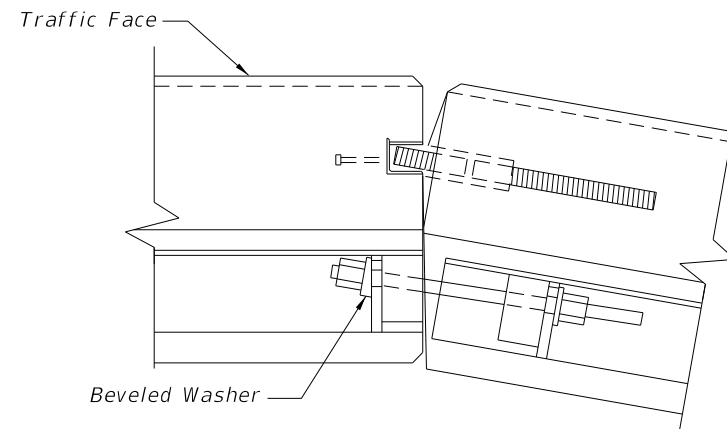
FLAT FACE FEMALE END



BEVELED FACE MALE END



PARALLEL CONNECTION

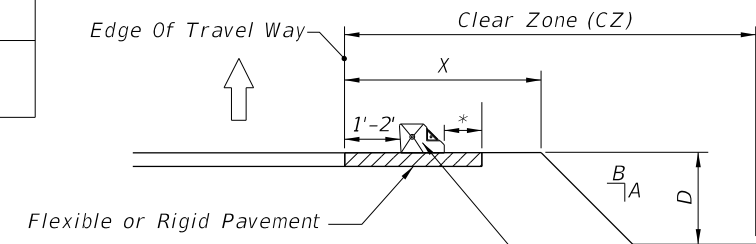


CONVEX CONNECTION

PLAN VIEWS OF CONNECTIONS

WORK ZONE SPEED	LATERAL OFFSET	SETBACK DISTANCE
45 MPH OR LESS	1' MIN, 2' PREFERRED	9"

END VIEWS



* Minimum 9" on 1:10 or flatter slopes for 'Portable Temporary Low Profile Barrier For Roadside Safety.' For values A, B, D and X see Index 102-600.

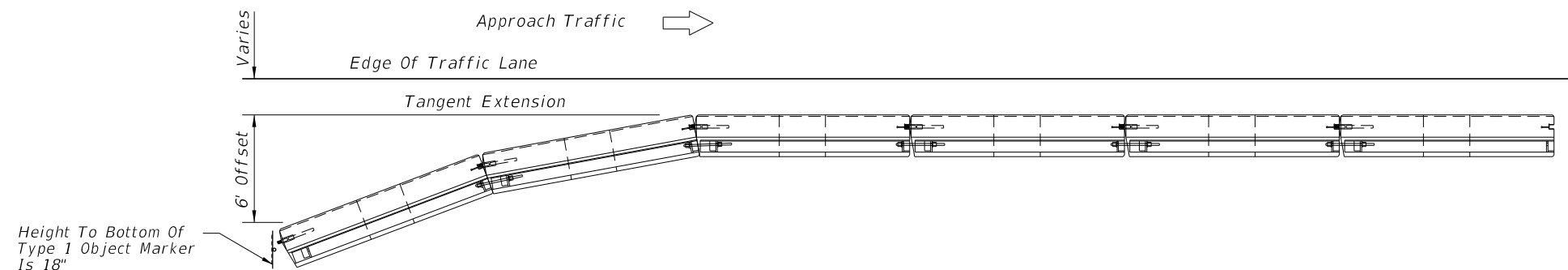
Portable Temporary Low Profile Barrier For Roadside Safety

Notes:

LIMITATION OF USE: This installation technique can only be used on flexible or rigid pavement.

ASPHALT PAD: Where existing pavement is not present, construct 2" Asphalt Pad using miscellaneous asphalt pavement in accordance with Specification 339 with the exception that the use of a pre-emergent herbicide is not required. Payment for asphalt pad will be included in the cost of the barrier.

SETBACK DISTANCE AT DROP-OFFS



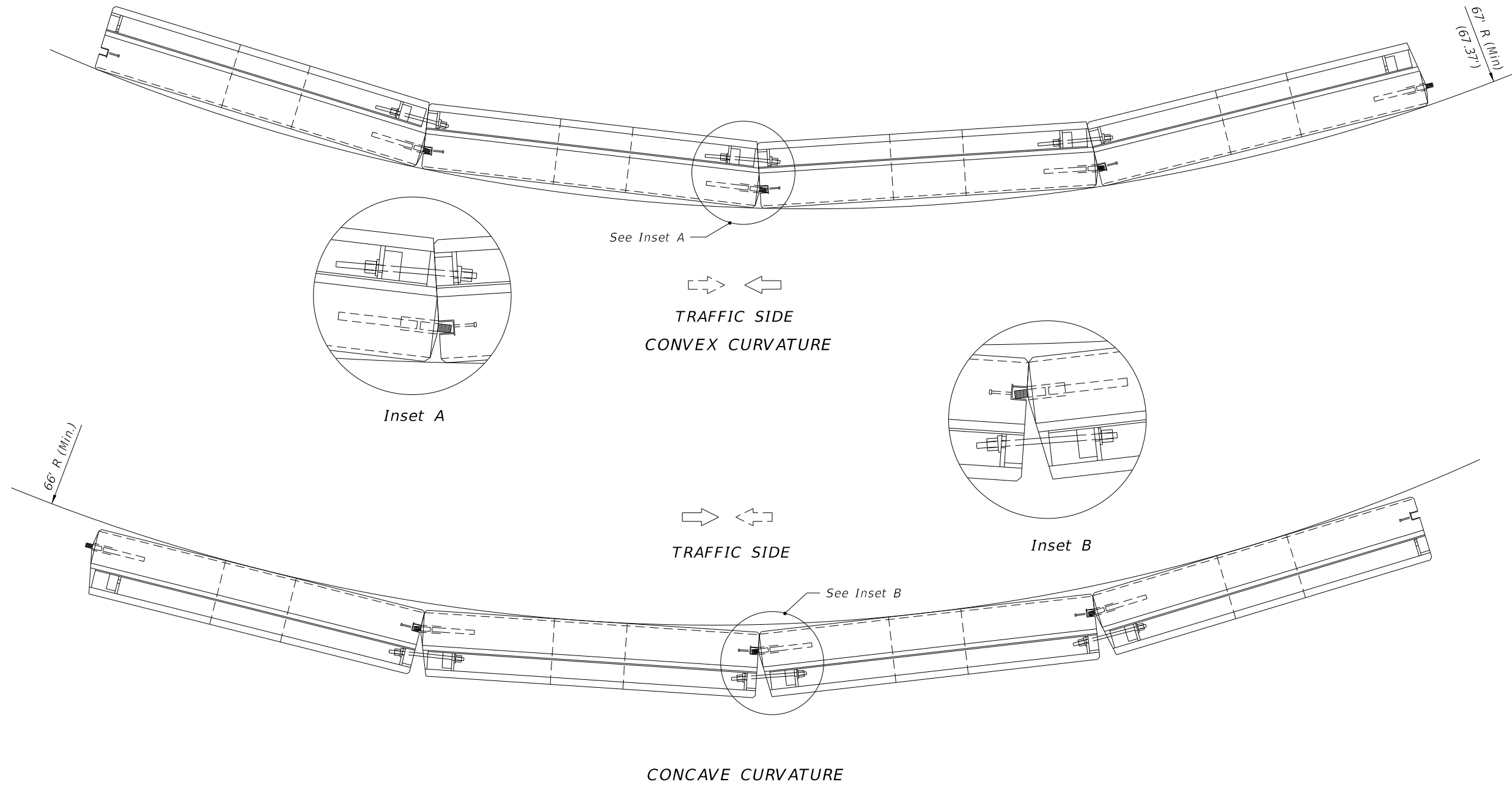
PLAN VIEW OF APPROACH END OFFSET

PORTABLE TEMPORARY LOW PROFILE BARRIER FOR ROADSIDE SAFETY

10/14/2019 8:20:35 AM

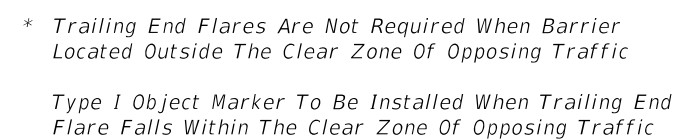
LAST REVISION 11/01/17	DESCRIPTION:	FDOT FY 2020-21 STANDARD PLANS	LOW PROFILE BARRIER	INDEX 102-120	SHEET 2 of 5
---------------------------	--------------	--------------------------------------	---------------------	------------------	-----------------

10/14/2019 8:20:36 AM

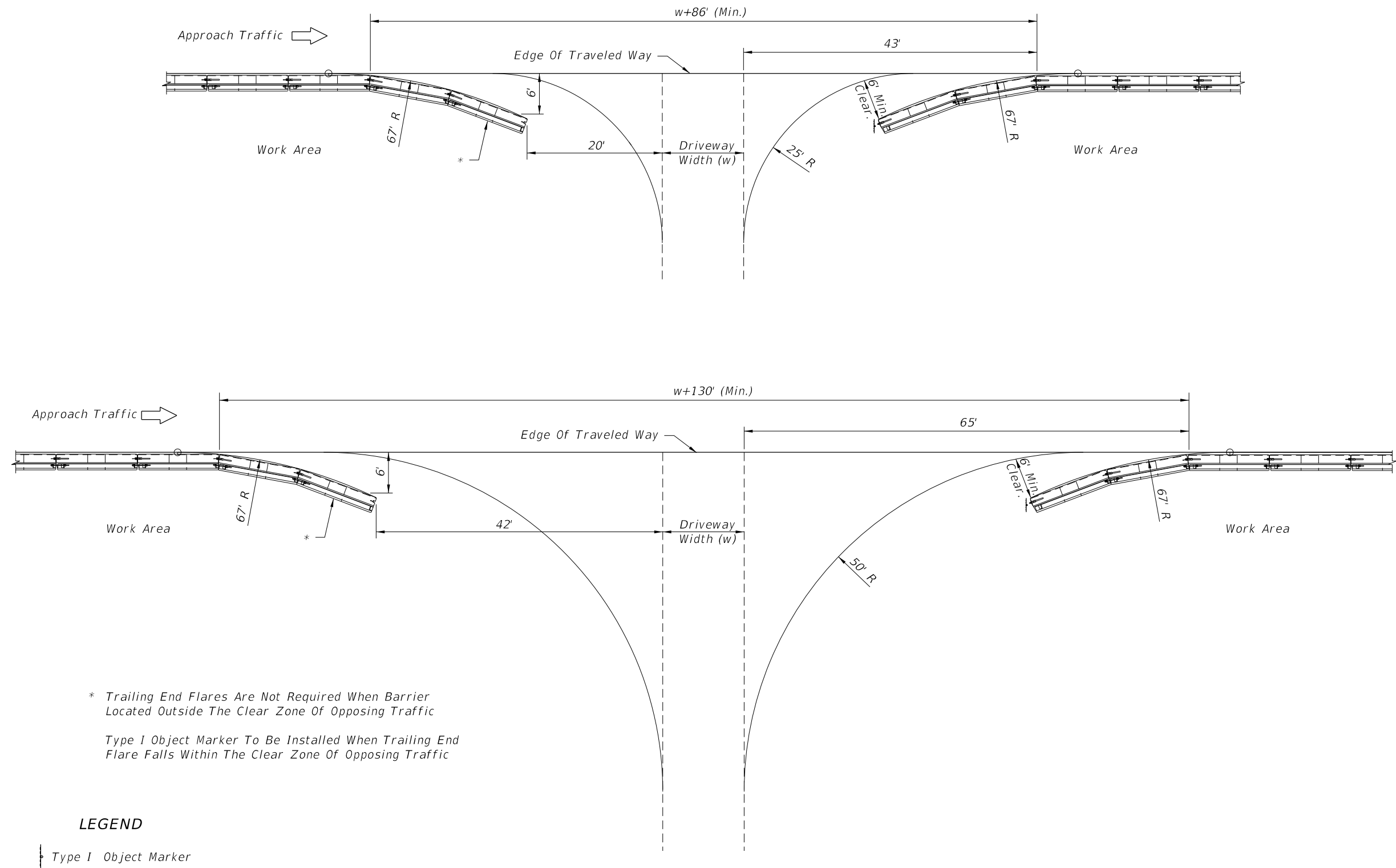


MAXIMUM CURVATURE ● MINIMUM RADIUS
PORTABLE TEMPORARY LOW PROFILE BARRIER FOR ROADSIDE SAFETY

LAST REVISION 11/01/17	DESCRIPTION:	 FY 2020-21 STANDARD PLANS	LOW PROFILE BARRIER	INDEX 102-120	SHEET 3 of 5
------------------------------	--------------	--	---------------------	------------------	-----------------



LAST REVISION 11/01/17	REVISION	DESCRIPTION:	 FY 2020-21 STANDARD PLANS	LOW PROFILE BARRIER	INDEX 102-120	SHEET 4 of 5
------------------------------	----------	--------------	---	---------------------	------------------	-----------------



BARRIER OPENINGS AT DRIVEWAYS

PORTABLE TEMPORARY LOW PROFILE BARRIER FOR ROADSIDE SAFETY

LAST REVISION 11/01/17	REVISION	DESCRIPTION:	 FY 2020-21 STANDARD PLANS	LOW PROFILE BARRIER	INDEX 102-120	SHEET 5 of 5
------------------------------	----------	--------------	--	---------------------	------------------	-----------------

**ACTION AGENDA
REGULAR MEETING
DESTIN CITY COUNCIL
NOVEMBER 4, 2019
ANNEX COUNCIL CHAMBERS**

AGENDA APPROVAL

Motion to approve the agenda passed 7-0.

1. APPROVAL OF MINUTES

A. Approval of minutes of August 19, 2019 Regular City Council Meeting

Motion to approve minutes of August 19, 2019 passed 7-0.

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

A. Waste Management/Ronnie Bell Recycling services update for the City of Destin

B. Updates: Norriego Point Phase III Pearce Barrett, Project Coordinator, FDEP

Motion to instruct the FDEP to include the lighting around the boardwalk and the dune crossovers, place electronic lights in the bathroom and leave the temporary construction road in place upon completion of the construction passed 7-0.

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

4. CITY MANAGER REPORTS

A. Census Outreach Update

B. Hwy 98 Irrigation System Update

Councilmember Ramswell suggests having a process in place to have someone conduct a regular inspection of the irrigation system to identify those that are broken or inoperable, to hold people accountable if necessary and avoid any major problems.

Councilmember Braden would like to see a copy of the landscaping plans once they become available.

C. Development Review System Software Update

D. Paid Parking Update: Existing Lots and Proposed Lots in Crystal Beach and Gulf Shore Drive Areas.

Motion to direct the City Manager to continue with the current paid parking app system in City parking lots and add the parking in Crystal Beach and Gulf Shore Drive as short-term parking with the rate of \$5.00 per 5 hours and no parking from dusk to dawn; and that they provide passes to residents passed 4-3 (Overdier / Menchel / Ramswell / Braden voted “yes”; Morgan/Destin/Marler voted “no”

E. Airport Road Update

Motion to install guardrails on Airport Road, across the median and in the north curve to keep vehicles from the airport, as a temporary measure until FDOT decides to move forward with the project passed 6-1; with Councilmember Marler dissenting.

Motion to approve Resolution 19-28 and authorize the Mayor to sign the letter requesting the termination of the current design Local Agency Program Agreement passed 7-0.

F. Little League Batting Cage Update

G. FAA/Drones Coordination

H. Enhanced Public Records Policy

Motion to approve Resolution 19-27 and adopt the enhanced public records, records retention, and records disposition policy attached to Resolution 19-27 Exhibit "A" passed 6-1; with Councilmember Menchel dissenting.

I. Code Compliance Yearly Update

Councilmember Menchel asked staff to explore the possibility of having a mid-night shift.

Motion to have the City Manager direct the Code Compliance Department to work with the Land Use Attorney to develop some solutions to the challenges and implement the recommendations that were identified passed 7-0.

J. Announcements:

1. Offices closed Monday November 11th in observance of Veteran's Day.
2. Visioning Session: Thursday November 7th, 2019 at the Destin Community Center
3. Roadway Redesign Project: Staff requested cost estimates from our interested continuing services Engineering contractors. This information will be brought back to council for direction at the next available meeting after securing the information.
4. Request to use 3 days vacation the week of Thanksgiving.

5. PUBLIC HEARINGS

A. Second reading of Ordinance 1911CC Amends the Election Day for the City of Destin

Motion to approve Ordinance 19-11-CC on second reading passed 6-1; with Councilmember Morgan dissenting.

B. First reading of Ordinance 1932LC Relating to changes to the Zoning Map, which changes the zoning of two parcels from Institutional (INST) and Medium Density Residential Village (MDRV) to Residential, Office Institutional Village Residential (ROIVR).

Motion to approve Ordinance 19-32-LC on first reading passed 7-0.

C. First reading of Ordinance 1933LC Relating to changes in the Zoning Map, which changes the zoning of one parcel from Residential, Office, Institutional General Development (ROIGD) and Medium Density Residential Village (MDRV) to Residential, Office Institutional Village Residential (ROIVR).

Motion to approve Ordinance 19-33-LC on first reading passed 7-0.

D. KimleyHorn, on behalf of Kahuna Property, LLC is requesting approval of a Major Development Order and Major Subdivision identified as "The Charles." The proposed development consists of 192 multifamily units. The proposed project is generally located east of Big Kahuna's Water Park, and west of Airport Road, addressed as 1021 U.S. Highway 98. The total site area is 11.54 acres, more or less.

Motion to approve the Major Development Order and Major Subdivision identified as "The Charles" passed 7-0.

6. *CONSENT AGENDA (No public comments)

A. Membership Appointment Destin Youth Council

Motion to approve Consent Agenda 6A, as printed above, passed 7-0.

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

A. Councilmember Braden

Motion to move the City Engineer under the Community Development Department and to give the City Manager 30 days to do the logistical planning; to include a parameter that gives the City Attorney and City Manager to discuss paying Mr. Zunguze more for this added responsibility passed 5-2; with Council members Morgan and Marler dissenting.

B. Councilmember Ramswell

Place on the next agenda for discussion the possibility of forming a Beach Committee made up of vendors, residents, a council member and the Land Use Attorney.

C. Councilmember Menchel

Notify FDOT that the blinking yellow/red light at the US Hwy 98 and Triumph Road serves no purpose.

D. Councilmember Overdier

E. Councilmember Marler

F. Councilmember Destin

G. Councilmember Morgan

H. Mayor Gary Jarvis

I. Land Use Attorney

J. City Attorney

It was the consensus of the Council to schedule a Special Council Meeting on Monday, December 9th to discuss all the Bert J. Harris cases.

ADJOURNMENT: 9:00 PM

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2019

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Joey Forgione, Code Compliance Manager
Kimberly Kopp, Land Use Attorney

DATE: November 22, 2019

SUBJECT: Request for direction from City Council on amendments to Short-Term Rental Ordinance and the invocation of Pending Ordinance Doctrine

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: I move to direct staff to prepare Ordinance 19-39-CC, which will amend Short-Term Rental Ordinance 18-29-CC, incorporating the recommendations of the Short-Term Rental Task Force; and to invoke the pending ordinance doctrine

Attachments:

- 1. STR Info FLYER
- 2. Acknowledgement Page Updated - 11-12-19
- 3. SHORT TERM RENTAL TASK FORCE MOTIONS
- 4. Minutes - STR Task Force - October 22, 2019
- 5. Minutes - STR Task Force - October

29, 2019

6. Minutes - STR Task Force -
November 5, 2019
7. Minutes - STR Task Force -
November 12, 2019



Welcome to the pristine white sand beaches and emerald green waters of Destin. Please help us preserve our little piece of paradise by kindly removing all the items that you brought with you, future generations are depending on you. Thank you for your help to protect our beautiful Emerald Coast. **By city ordinance the following applies to all parks and public beaches within the city limits:**
No Littering No Glass No Fireworks No Animals No Vehicles No Fires

IMPORTANT NUMBERS FOR THE CITY OF DESTIN

Okaloosa County Sheriff's Office

Emergency Number 9-1-1

Non-Emergency Number 850-651-7400

Destin Fire Department

Emergency Number 9-1-1

Non-Emergency Number 850-837-8413

City of Destin Code Compliance

850-654-1119 (Monday - Friday, 8 a.m. - 5 p.m.)

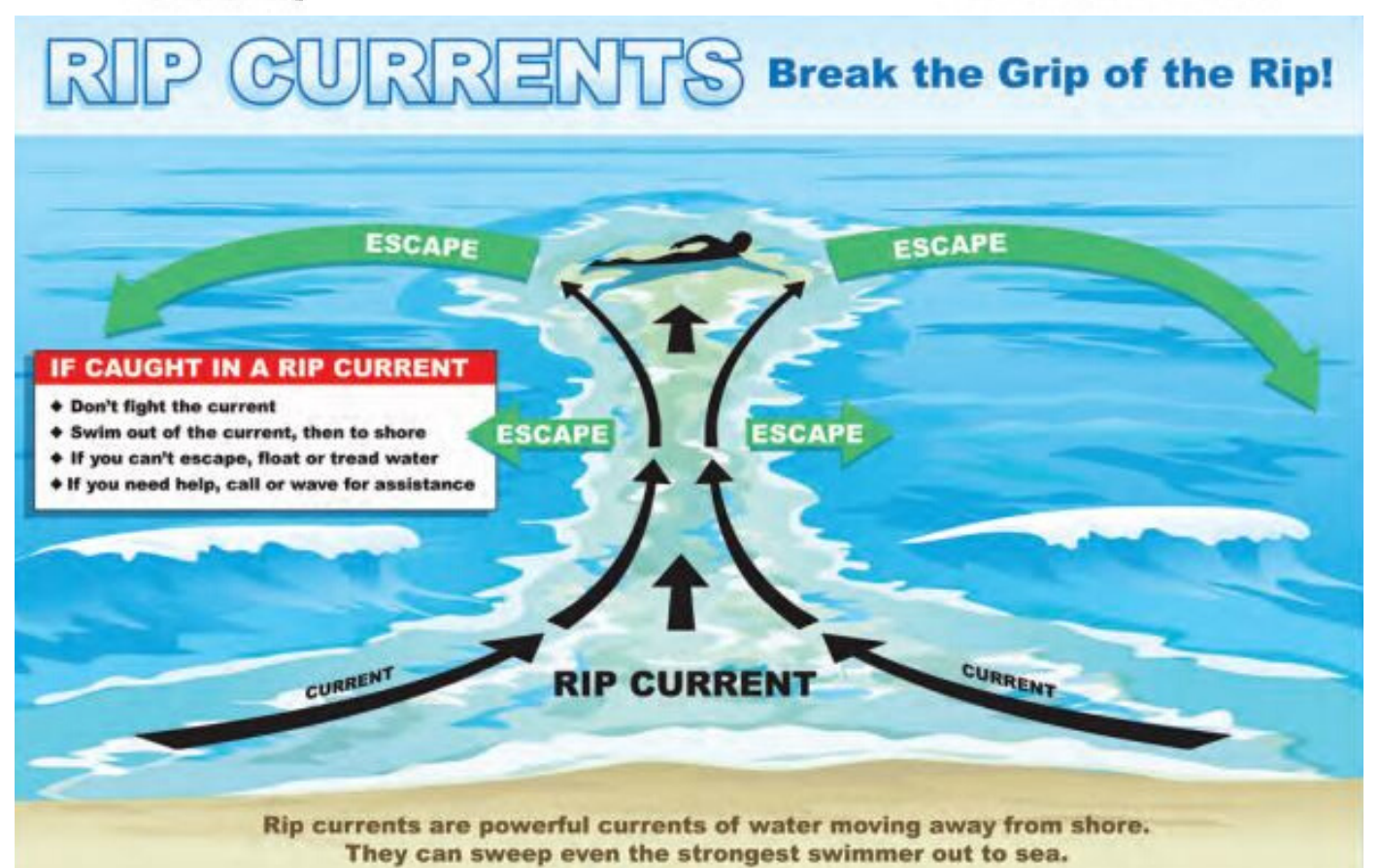
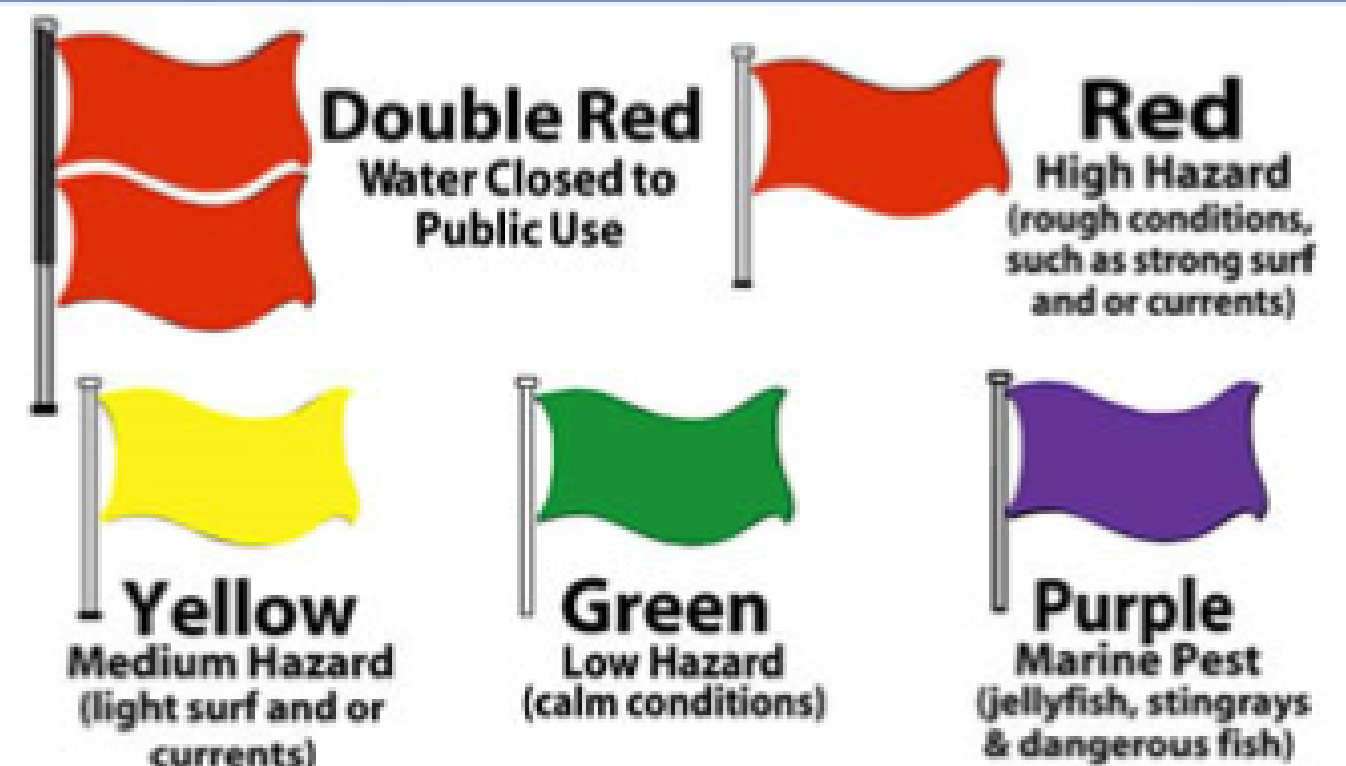
850-279-6658 (nights, weekends and holidays)

EMAIL: code@cityofdestin.com

Destin City Hall

850-837-4242

BEACH FLAG WARNING SYSTEM



Enjoy your vacation and please be mindful of the following rules and regulations during your stay:

PARKING

All vehicles to include but not limited to golf Carts shall only be parked in the driveway, garage or other City approved parking space for the dwelling unit.

Vehicles must **NOT** be parked in grassy areas, right-of-way, blocking or on sidewalks, or parked in roadways. Vehicles further shall **NOT** be parked in front of or blocking driveways.

Number of vehicles parked on property, shall **NOT** exceed the maximum number of parking spaces depicted on sign.

Vehicles in violation of the City of Destin's applicable codes may be subject to citation or impoundment.

TRASH

All trash shall **NOT** be placed on the ground and must be placed inside garbage receptacles. Trash pick-up is every Tuesday and Friday.

Garbage receptacles shall not be placed curbside prior to 12 p.m. the day before pickup (Monday and Thursday). Garbage receptacles shall be removed before midnight the day of pickup (Tuesday and Friday). All trash shall be removed by 5:00 p.m. the last day of the contracted short-term rental period.

NOISE

It shall be unlawful to allow or make excessive noise that is under human control that reasonably interferes with the peace, comfort and convenience of another person 150 feet from the property line at all times.



WWW.CITYOFDESTIN/BEACHES



ACKNOWLEDGEMENTS

By signing the space below, the owner or agent affirms that he/she has been informed and has knowledge of the following acknowledgements contained in the City of Destin Code of Ordinances, Chapter 13, Article 6 (attached pages).

SIGNAGE: Initial _____

A sign will be posted and maintained on the property, 18" by 18" in size. The content of such sign is described in detail in the City of Destin Code of Ordinances, Chapter 13, Article 6, Section 13-114. Signage must include name and telephone number of Responsible Party, name and telephone number of Emergency Contact (if different from Responsible Party) Occupancy Limit, and Available Parking spaces.

A City of Destin Short Term Rental Decal will be placed in the top right-hand corner of the sign. Sign is to be placed on the property visible from the Right of Way but not in the Right of Way.

The phone number for the Responsible Party will be answered twenty-four (24) hours a day, seven (7) days a week by a party with authority to address or coordinate problems associated with the dwelling unit. The Responsible Party is always the first number the city will call regarding complaints.

The Responsible Party will reside within 30 miles of the local area and be able to respond in person to complaints or emergencies within one (1) hour and correct violations within a reasonable amount of time.

Property found in violation of the City of Destin's applicable codes are subject to a Code Citation or be heard before the Special Magistrate for daily fines.

OCCUPANCY: Initial _____

The maximum overnight occupancy of a short-term rental shall be stated in the short-term rental registration form and placed on the rental sign on the property. Occupancy shall be limited to the lesser occupancy of the following two (2) options:

1. Two (2) persons for each bedroom plus four (4) additional persons. The number of bedrooms shall be based upon the property appraiser's residential profile of the property, and other documents of record, as needed. In no case shall the maximum total occupancy for any dwelling unit exceed the occupancy limits permitted by the Florida Fire Prevention Code or Florida Building Code.

2. A total of twenty-four (24) persons per short-term rental. In the event that there is more than one (1) building or dwelling on one (1) platted lot, the maximum occupancy shall be capped at twenty-four (24) occupants per lot or structure, whichever is less.

Before the hours of 7:00 a.m. or after 10:00 p.m., the occupancy load of the unit may not exceed the maximum allowed number of overnight tenants.

All marketing and/or advertising for short-term rental units must contain (i) information concerning the occupancy limit of the short-term rental unit, and (ii) the maximum parking available on the property. Advertising for more than the allowable occupancy or allowable parking is prima facie evidence of a violation of the City Code. Further, failure to include such occupancy limits and maximum parking availability is prima facie evidence of a violation of the City Code.

Property found in violation of the City of Destin's applicable codes are subject to a Code Citation or be heard before the Special Magistrate for daily fines.

PARKING: Initial _____

All vehicles to include but not limited to Golf Carts, must be parked in the driveway, garage or other City approved parking space for the dwelling unit. Vehicles must **NOT** be parked in grassy areas, right-of-way, blocking or on sidewalks, or parked in roadways. Vehicles further shall **NOT** be parked in front of or blocking Driveways.

Number of vehicles parked on property, shall **NOT** exceed the maximum number of parking spaces depicted on Sign and/or depicted in City of Destin's Short-Term Rental Registration.

Vehicles and/or property found in violation of the City of Destin's applicable codes are subject to a parking citation and/or code citation.

Property also found in violation of the City of Destin's applicable codes are subject to a Code Citation or be heard before the Special Magistrate for daily fines.

NOISE: Initial _____

It shall be unlawful to allow or make excessive noise that is under human control that reasonably interferes with the peace, comfort and convenience of another person 150 feet from the property line at all times (24/7) set forth in the City of Destin Code of Ordinances, Chapter 14, Article 2, Noise.

Property found in violation of the City of Destin's applicable codes are subject to a Code Citation or be heard before the Special Magistrate for daily fines.

GARBAGE: Initial _____

NO trash shall be placed on the ground. All garbage bags must be placed inside garbage receptacles.

Garbage receptacles shall **NOT** be placed curbside prior to 12 p.m. the day before pickup (Monday & Thursday). Garbage receptacles shall be removed before midnight the day of pickup. (Tuesday & Friday).

Property found in violation of the City of Destin's applicable codes are subject to a Code Citation or be heard before the Special Magistrate for daily fines.

MISCELLANEOUS: Initial _____

The renter will be informed that use of an adjacent property's pools, hot tubs, etc. is considered trespassing unless invited by Responsible Party for that adjacent property or current renter of that property. Other rental properties and their outside facilities are not jointly shared commodities and should not be considered available for public use.

Numbering of residences shall be displayed and clearly visible, legible, and preferable reflective from the street or private way on which the building fronts, as described in detail in the City of Destin Land Development Code, Section 7.18.04.

The renter will be informed by the Responsible Party of applicable City of Destin's applicable codes concerning noise, vehicle parking, household garbage, and common area usage.

The property owner is aware of applicable City of Destin's applicable codes concerning noise, vehicle parking, household garbage, and common area usage. The Responsible Party has also been made aware of these same laws and rules.

Property found in violation of the City of Destin's applicable codes are subject to a Code Citation or be heard before the Special Magistrate for daily fines.

I acknowledge all the facts stated in this registration application are complete, true and correct, and all the standards, conditions, and referenced regulations provided above have been read, understood, and agreed to follow all rules and regulations.

SIGNATURE OF PROPERTY OWNER OR AGENT FOR THE OWNER

DATE

Check one: Owner _____

Agent for the Owner _____

SHORT TERM RENTAL TASK FORCE MOTIONS

10/29/19 Motions

Ms. Marcie Bell offered an amended motion to require rental management companies to provide proof that they have contracted a third party to perform Saturday trash pickups beginning at noon, or sign an affidavit stating they are going to be the responsible party; seconded by Mr. Jeff Marken. Motion passed 6-0.

Mr. Bruce Craul moved that they base the number of trash cans on the number of people on the rental home sign, requiring one can for every 6 people; plus, one recycle can. Mr. Shaun Hickey provided a second to the motion. Motion passed 4-2; with Ms. Patti Brown and Marci Bell dissenting for reasons of recommending one can per 5 people.

Mr. Ken Wampler moved they recommends to the City Council that the ordinance be amended increasing the fines for parking violations up to the maximum amount allowed by Florida Statute; seconded by Ms. Marcie Bell. Motion passed 6-0

11/05/19 Motions

Mr. Shaun Hickey moved that they add in the short-term rental application an acknowledgement that the rental manager/agent will contact their guests the day prior to trash pickup and advise them of the time they have to get the trash out passed 6-0.

Mr. Jeff Marken moved to amend acknowledgement # 9 in the short-term rental application to read that the renter will be informed by the responsible party of the applicable City and homeowner association laws and rules concerning noise, vehicle parking limit, household garbage pickup days and occupancy limit as approved by the City passed 6-0.

Ms. Marcie Bell moved to amend acknowledgement #10 in the short-term rental application to read that the property owner is aware of the applicable City and homeowner association laws and rules concerning noise, vehicle parking limit, household garbage pickup days and occupancy limit as approved by the City passed 6-0.

11/12/19 Motions

Marcie Bell moved to include in the short-term rental application process a requirement for rental properties to issue parking passes to their guests. Passes will have specific information pertaining to the property, such as the name or address of the property. Passes will be numbered with the number of parking spots permitted on the property (i.e.,

1 of 4, 2 of 4..). Parking pass will be placed in the car while the car is parked on the property. Patti Brown provided a second to the motion. Motion passed 5-0.

11/22/19 Motions

Mr. Ken Wampler moved that the following language be deleted from the Short-Term Rental Ordinance: “By 5 p.m. the day after the last day of the contracted short-term rental period, all garbage shall be removed.” Mr. Shaun Hickey provided a second to the motion. Motion passed 5-0. Mr. Bruce Craul was absent from the meeting.

Mr. Shaun Hickey moved to adopt the City of Destin Flyer, as revised, and the Acknowledgement section of the short-term rental application, as revised; seconded by Ms. Patti Brown. Motion passed 5-0. Mr. Bruce Craul was absent from the meeting.

Mr. Ken Wampler moved that all short-term rental registrations expire on the last day of February each year. Mr. Shaun Hickey provided a second to the motion, which passes 5-0. Mr. Bruce Craul was absent from the meeting.

Mr. Shaun Hickey moved to forward all motions and recommendations made by the Short-Term Rental Task Force to the City Council; seconded by Ms. Patti Brown. Motion passed 5-0. Mr. Bruce Craul was absent from the meeting.

**MINUTES
SHORT TERM RENTAL (STR)
TASK FORCE MEETING
OCTOBER 22, 2019 – 4:00 PM
CITY HALL BOARDROOM**

1. CALL TO ORDER:

The Short-Term Rental (STR) Task Force met in regular session with the following members and City staff present:

2. ROLL CALL:

Members Present

Jeff Marken
Bruce Craul
Ken Wampler
Marcie Bell
Patti Brown
Shaun Hickey

Staff Present

City Manager Lance Johnson
Deputy City Manager Webb Warren
Code Compliance Manager Joey Forgione
Community Dev. Director Louis Zunguze
Code Compliance Officer William Morales
Public Information Manager Catherine Card
City Clerk Rey Bailey
Land Use Attorney Kimberly Kopp

3. SUNSHINE LAW

The Land Use Attorney provided a brief explanation of the Sunshine Law; a term that encompasses the Public Meetings Law, Public Records Law and Ethics.

- Public Meetings - A public meeting is the convening of any governing body for which a quorum (required number of members present) exists to make or deliberate toward a decision on any matter, or to gather information. All public meetings must be opened to the public and minutes must be taken. No two or more members can discuss any issue that could conceivably come before them outside of a meeting that is properly advertised and open to the public. Sending an e-mail to a fellow member about an issue that may come before the group is prohibited. However, e-mail may be forwarded to the City Clerk who then may make proper distribution of information to other members of the committee. No member can use any individual to serve as a "conduit"; that is, providing information to a third party with the intent of passing that information to another member of the committee.

- Public Records – Any materials made or receive by any member of the committee relating to the business of the group are public records and should be placed on file with the City. These documents must be provided to the City Clerk immediately for proper distribution and filing.

4. MEETING SCHEDULE

The members discussed the time, frequency and location of subsequent meetings of the Tasks Force.

Motion by Ms. Patti Brown, seconded by Mr. Shaun Hickey, to schedule a two-hour meeting, from 2:00 to 4:00 p.m., every Tuesday, in the City Hall Boardroom, passed 6-0.

5. Proposed Topics for the Council Strategic Visioning Session

The City Manager noted that the City Council's Strategic Visioning Session is scheduled for Wednesday, November 7th; and that he is asking the Task Force to provide any topics relating to short-term rentals that they would like to be addressed at the visioning session. More importantly are those issues that could potentially result in budgetary changes or legislative action.

6. Goals of the Task Force

According to the City Manager, what staff hopes to get from the Task Force are data points that they could measure to determine whether they are doing a good job enforcing the code and tracking the necessary data.

7. NEW BUSINESS

A. Short-term Rental (STR) Task Force Packet

Mr. Forgione provided copies and explained the purpose of the following documents to the Task Force.

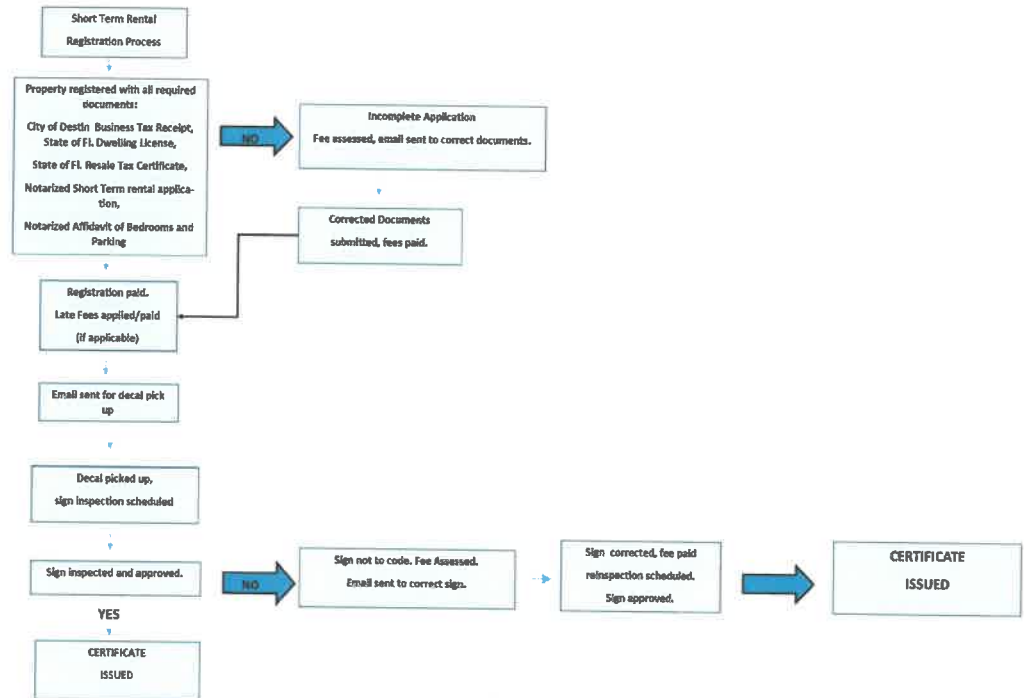
- STR Registration Guide
- STR Ordinance
- STR Registration Application
- STR Affidavit of Bedrooms/Parking Spaces
- STR Rental Process Mapping

8. Code Compliance Short-Term Rental Review

Mr. Forgione provided the following Power Point presentation:

City of Destin Short-Term Rental Review (2019)

- Short-Term Rental Process Mapping



- Short-Term Rental Grandfathering Applications
 - ❖ Issued – 202
 - ❖ Modified Issued – 36
 - ❖ Pending Approval – 15
 - ❖ Denied – 2
 - ❖ Refunded – 9
- Short-Term Rental Registrations
 - ❖ Currently Registered – 1034
 - ❖ Notice of Violations Issued – 24
 - ❖ Projected Number of Registrations – 1058
- Rental Registrations
 - ❖ Long-Term – 393 (28%)
 - ❖ Short-Term – 1034 (72%)
- Short-Term Rental Notice of Violations
 - ❖ Compliance Rate – 98.72%
 - Notice of Violations Issued - 156
 - Voluntary Compliance – 153
 - Daily Fine/Lien (for non-compliance with registration requirements) – 3
- Short-Term Rental Parking Enforcement
 - ❖ Parking Violations – 1117 (Warning Tickets/verbal warnings Issued)
 - ❖ Complied (vehicles moved) – 1103 (99%)
 - ❖ Citations Issued (non-compliance) – 14 (1%)
- Total Short-Term Rental Activities – 2340
 - ❖ Parking Violations (Warning Tickets Issued) – 1103 (47%)
 - ❖ Sign Inspections – 867 (37%)

- ❖ Trash Violations – 182 (7%)
- ❖ Notice of Violations – 154 (6%)
- ❖ Parking Citations – 14 (.06%)
- ❖ Events – 10 (.04%)
- Sheriff's Office Short-Term Rental Complaints
 - ❖ Noise Violations – 206 (77%)
 - ❖ Parking Violations – 63 (23%)
- Ordinance Challenges
 - ❖ After hours emergency contacts
 - ❖ Excessive trash
 - ❖ Turnover days trash
- Ordinance Recommendations
 - ❖ Number is for emergency contact only/not for advertisement. Should be answered 24/7
 - ❖ Explore properties to acquire more cans either by floor or by bedroom
 - ❖ Require properties to have special pick-up on turnover days
- Department Challenges
 - ❖ Identifying unregistered short-term rentals
 - ❖ Decal identification for each property
 - ❖ Lost decals
 - ❖ Tracking events
 - ❖ Identification change of ownership/management
 - ❖ Parking violations
- Department's Recommendations
 - ❖ Continue search through websites
 - ❖ Each decal has registration number assigned to property
 - ❖ Fee of \$25 for replacement decal
 - ❖ Evening and weekend shift can assist in tracking events
 - ❖ Search property appraisers, track sign and website changes
 - ❖ More education of the guests by management and code compliance

DISCUSSIONS:

Ms. Brown suggests increasing the size of the wordings in the short-term rental signs as they are hard to see from the right-of-way; especially occupancy and parking limits. She also recommends publicizing the afterhour emergency phone number for people to report violations; adding it was previously suggested they place it on refrigerator magnet and mail them to houses located in short-term rental areas.

According to the City Manager, they are already discussing putting a flag systems magnet out with the Technical Review Committee (TRC); and they could just add this recommendation into that discussion.

Ms. Brown noted that Major Jarvis previously suggested during a Council meeting that this Task Force addresses beach flags and try to work it in to their short-term rental discussions because of the problems they have had this year with people not understanding beach flags even though they are posted at some beach access points.

Mr. Forgione stated there was a suggestion to put an ad on Beach TV regarding beach flags since a lot of the guests usually watch Beach TV after checking in.

Ms. Brown asked how closely the short-term rental signs are being enforced in terms of parking and whether golf carts are allowed to be parked in the yard.

According to Mr. Forgione, nothing, including golf carts, can be parked on the grass. They are issuing parking citations if there are more vehicles parked on the property than the sign indicates.

Mr. Wampler asked if they could tow vehicles parked in the right-of-way.

The Land Use Attorney noted that State law requires a towing sign to be put in place in order to tow away vehicles.

Mr. Hickey asked if they could also cite short-term rental management company for any violations.

According to the Land Use Attorney, they are required by law to cite the property owner for the violation; and the property owner could then in turn deal with their rental management company.

Ms. Brown asked if they have discussed how to regulate condominiums because of the increasing problems with condominiums previously brought to the attention of the Council.

According to the Land Use Attorney, it was her understanding this is one of the major issues the Task Force will discuss prior to the visioning session so that it can be addressed at that session.

Mr. Wampler noted that in the three years he had done the analysis, there had not been reports of any code violations involving condominiums; adding that condominium associations normally handle any problems that may arise.

Ms. Brown noted that at a Council meeting, the Sheriff alluded to the number of calls they have been receiving related to condominium issues and the number of officers that have had to be dispatched to these condominiums.

Mr. Wampler argues that the Sheriff did not say that a lot of their resources are responding to condominium calls; he merely made a general statement that a lot of their resources are responding to Destin.

Ms. Brown noted that the issue regarding the required number of trash cans was previously addressed and was met with a lot of resistance. She continued there was a study done on the amount of trash people put out. The first three bedrooms require one trash can, and then another one per two additional bedrooms. She added that at a minimum, there should be one trash can for every two bedrooms.

Mr. Hickey suggests predicating the number of trash cans on the number of people a house is approved for rather than on the number of bedrooms.

Mr. Craul suggests requiring properties to have a special pick up during the afternoon on turnover days (Tuesdays/Saturdays) and reminding their tenants about the turnover day trash. Special garbage pickups on turnover days are currently happening before the trash are put out. Trash companies such as Waste Management should not come out until at least noon on turnover days.

Ms. Brown noted there are a lot of problems with remote check-ins because there are many more cars than the signs on these houses indicate.

Mr. Craul stated they cannot prohibit people from remotely checking in if that option is available.

With regards to registration stickers, Mr. Hickey suggests using different color stickers each year; similar to vehicle registration stickers.

Ms. Bell commented there are property managers that do the right thing; and there are those that are problematic and creating most of the problems. People are not required to be licensed to be property managers. If allowed by law, the City should make sure they have some sort of a registration process for property management company to make sure they are legitimate.

Mr. Wampler noted that property management companies should register as a sales tax collector and a bed tax collector and obtain a business tax receipt/permit from the City of Destin.

9. PUBLIC COMMENTS

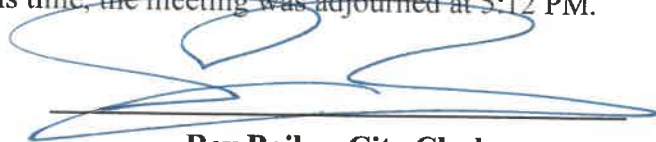
Ms. Karen Shelton, a Destin resident, commented on the following:

- 9 of every 10 short-term rental signs are in the right-of-way
- The 10 events that were reported under short-term rental activities all happened in one property so far this year
- Grandfathering short-term rental property should only apply to occupancy. There is a City ordinance that prohibits parking in the right-of-way so they should not be grandfathering allowing parking in the right-of-way
- Parking in the right-of-way should be cited for each occurrence
- There are a lot of short-term rental houses that from the right-of-way to the street are concrete or asphalt.

10. NEXT MEETING DATE: Tuesday, October 29, 2019, 2:00 PM

11. ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 5:12 PM.



Rey Bailey, City Clerk

**MINUTES
SHORT TERM RENTAL (STR)
TASK FORCE MEETING
OCTOBER 29, 2019 – 2:00 PM
CITY HALL BOARDROOM**

1. CALL TO ORDER:

The Short-Term Rental (STR) Task Force met in regular session with the following members and City staff present:

2. ROLL CALL:

Members Present

Jeff Marken
Bruce Craul
Ken Wampler
Marcie Bell
Patti Brown
Shaun Hickey

Staff Present

City Manager Lance Johnson
City Clerk Rey Bailey
Code Compliance Manager Joey Forgione
Community Dev. Director Louis Zunguze
Code Compliance Officer William Morales

3. Approval of Minutes: October 22, 2019

Mr. Shaun Hickey noted that the goal discussed in Section 6 of the minutes is just one of the goals of the Task Force; not the primary goal. He asked that the word "primary goal" be changed to "a goal."

Referencing line 1 under "DISCUSSIONS" on page 4 of the minutes, Ms. Patti Brown pointed out that her recommendation was not to increase the size of the short-term rental signs but to increase the size of the wordings especially for "occupancy" and "parking" so they could be read from the street.

Motion by Ken Wampler, seconded by Marcie Bell, to approve the minutes of the October 22, 2019 Short-Term Rental Task Force meeting, as amended, passed 6-0.

4. New Business

Mr. Shaun Hickey moved to add "Visioning Session – Proposed Topics of Discussion" on the agenda, and for it to be the first topic of discussed under "New Business." Motion was seconded by Ms. Marcie Bell and passed 6-0.

A) Visioning Session – Proposed Topics of Discussion

At this time, Ms. Brown handed out a list of proposed Visioning Session topics, stating it is a compilation of items people often mentioned to her when the subject dealing with short-term rentals is discussed. She asked that they consider adding these items for discussion at the

Council Visioning Session. She briefly explained each item on the list.

➤ *Parking – Available spaces versus present parking*

Ms. Brown noted that even if the rental sign clearly marks the number of parking spaces, they are still seeing repeat offenders.

➤ *Golf Carts – Parking on sidewalks, City rights-of-way and in yards*

Ms. Brown stated that people are parking their golf carts on sidewalks, rights-of-way and in the yards.

Mr. Forgione stated these are not allowed, and that they have been issuing parking tickets to violators.

➤ *Registration of boats with City that are part of rental property use*

Ms. Brown noted that most of the calls she received regarding this topics are from Holiday Isle. These are boats parked behind houses in the canals.

Mr. Craul asked why it would be necessary to register these boats.

Mr. Forgione noted if the boats are being rented out as a secondary under the short-term rental program, it would fall under the livery vessel program and the boats would have to be registered.

Ms. Bell stated that Holiday Isle PC&Rs may not allow boat rentals; adding that guests can trailer their boat and park it during their stay if there are available slips.

Ms. Brown stated she was informed there are houses with boats included as part of their rental program.

Mr. Forgione stated that he would consult with the City's legal counsel about this issue.

➤ *Code Officers – Evening/night shift and Saturday nights*

➤ *Complaint Line – Magnetic refrigerator cards, signage in short-term rental units*

Ms. Brown stated that some people still do not know the number to the complaint line; and that there are no signage in front of the short-term rental units indicating those numbers.

Mr. Craul reiterated that a door hanger would work better than a refrigerator magnet.

➤ *Condominium short-term rental registration*

➤ *Increase the number of trash cans*

Ms. Brown noted there are still a lot of problems with rental houses not having enough trash cans.

➤ *Signage on beach flags in units*

Ms. Brown handed out copies of document showing beach warning flags, with explanations, as well as rip current safety tips. She mentioned that Mayor Jarvis requested they incorporate this issue into their discussions. She also noted that at her recent trip she stayed in a hotel where there are stickers with beach flag information placed on the back of every door as well as with hotel keys.

➤ *Repeat offenders on parking, trash and noise do not seem to be held accountable*

According to Ms. Brown, these problems occur in the same houses week after week.

Considerable discussions followed regarding trash pick-ups and required number of trash cans.

Mr. Forgione announced he has invited a Waste Management representative to attend the next meeting to discuss the trash can issue and what the company could offer with regards to special trash pick-up

Ms. Brown noted that many short-term rental companies already contract with companies that provide this special service and do not seem interested in switching to Waste Management or other companies.

Mr. Craul stated that Waste Management had put together a deal for a special trash pick-up for \$100 a month; but he feels they start picking up too early on Saturdays. He continued there is a company in his neighborhood called Trash Can Express that charges \$85 every 3 months including weekends to take the trash cans out to the curbside as early as 4 AM, and store them back at proper locations after trash is picked-up.

Ms. Bell suggests they require the rental homes to provide proof during the registration process that they have already set up a special trash pick-up.

Mr. Forgione stated that the Task Force could make that recommendation to the City Council.

Mr. Forgione noted that each can could hold 96 gallons of trash and could handle a family of six if trash is picked up twice a week.

Ms. Brown reported having trash lined up in the street creating a huge rat problem at Crystal Beach.

Mr. Forgione stated that a house that sleeps 24 but with only 2 trash cans would have a huge trash problem.

Mr. Hickey recommends predicating the number of trash cans on the number of people a house is approved for rather than on the number of bedrooms.

Ms. Brown noted that according to a study called Garbology 101, 30 people will utilize

5. 6 trash cans every 3 days.

Mr. Craul suggests requiring one trash can for every 3 bedrooms.

According to Mr. Hickey, the current requirement is one trash can for the first 3 bedrooms; and one can per two bedrooms thereafter. He also stated they have a lot of houses that are currently grandfathered in terms of occupancy; and so they would be short in trash cans if they base it on the number of bedrooms.

Ms. Brown stated they are still having trash problems in Crystal Beach with the current requirement of one trash can for the first 3 bedrooms; and one can per two bedrooms thereafter.

Mr. Marken pointed out that one of the problems is the Tuesday pick up. He stated that if trash is picked up late Saturday or early Sunday, people have to turn around and put out the trash Monday night for a Tuesday pick-up. There is not enough time to produce much trash for that short period of time, everything falls on the Friday pick up.

Ms. Bell stated that if they require more trash cans, they also need to take into account where to store them.

According to Mr. Forgione, since the cans cannot be placed outside of the front yard, a lot of the owners put them on the side of the house.

Mr. Craul pointed out that some neighborhoods are governed by homeowner's association that do not allow empty trash cans to be visible from the street; however, the City does not prohibit it and the original Task Force did not find a reason to address it. He added it would work better if Waste Management changes their Saturday pick-up time to 11 AM or later.

Mr. Wampler recommends requiring one 96-gallon trash can for every 6 people with a twice a week pickup.

Mr. Bruce Craul moved that they base the number of trash cans on the number of people listed on the rental home sign, requiring one can for every 6 people, plus one recycle can. Mr. Shaun Hickey provided a second to the motion.

According to Ms. Brown, this would result in less cans than what is currently required resulting in even more trash problems. She suggests requiring one trash can for every 2 bedrooms.

There was a consensus to add one can each time they hit the break point; such that 14 people would require 3 trash cans plus one recycle can.

Motion passed 4-2; with Ms. Patti Brown and Ms. Marcie Bell dissenting.

More discussions followed regarding special trash pick-up.

Ms. Bell recommends requiring rental home to prove they have a special pick-up set up as part of the registration process.

Mr. Hickey asked what happens if a home owner wants to conduct the special trash pick-up themselves rather than paying somebody else to do it.

Mr. Craul stated they should sign a contract stating they are taking the responsibility for doing it.

Mr. Marken suggests they add a language stating that the City does not force rental management companies to contract with specific provider for the valet service.

According to Mr. Forgione, the City cannot force rental companies to contract with any specific provider for special pick-up service.

Ms. Marcie Bell moved to require rental management companies to provide a copy of a contract with a third party for a special pickup of trash or sign an affidavit that states they are going to be the responsible party; seconded by Mr. Jeff Marken.

Mr. Wampler recommends modifying the motion stating that rental management companies must provide proof that they have contracted with a third party to perform Saturday afternoon pickup.

Ms. Marcie Bell offered an amended motion to require rental management companies to provide proof that they have contracted with a third party to perform Saturday afternoon trash pickup, or sign an affidavit stating they are going to be the responsible party; seconded by Mr. Jeff Marken. Motion passed 6-0.

There was considerable discussion regarding parking.

Ms. Bell stated that some garages are being used as extra bedrooms or recreational rooms and not for vehicle parking; adding that the garage of the home located behind her house has a pool table in it.

Ms. Brown noted that the signage on the new houses on Hutchinson Street indicates they have 8 parking spaces; but they are counting their garages as parking spaces even though these garages are filled with golf carts and other junk and are never used for parking. She continued they are parking on the sidewalk, right-of-way or in the yard. She added there is a continuing problem with houses exceeding their parking limitation, and they are routinely being warned or cited by Mr. Forgione.

Ms. Brown also noted that these same houses are being cited 2 or 3 times a week, and so it seems people are not being told they cannot park in the yard, on the sidewalks, in the right-of-way or on the street.

According to Mr. Forgione, they are going to start notifying both the property management company and the owners regarding the number of violations issued to their property. This will alarm the property owner, who may be residing in another state or country, that the management company they hired may not be doing the right thing.

Mr. Forgione stated that once a rental property has received a certain number of parking citations on any given week, they will issue a Notice of Violation to the property owner.

Mr. Wampler recommends that each address gets one warning each week; after which a Notice of Violation is issued. He added that habitual offenders should get one warning a week; and then a Notice of Violation.

There was some discussion relating to fines for illegal parking. Mr. Forgione noted that parking citations are currently worth \$30, which is well below the State average; and so, he would recommend increasing it to \$100.

The City Manager noted that increasing the fines needs to be discussed at the Visioning Session because it involves an ordinance change which requires Council's approval.

Mr. Wampler recommends that if there is a violation of City ordinance that relates to short-term vacation rentals, the citation should be issued to the homeowner. He asked if this would require an amendment to the ordinance.

According to Mr. Forgione, it would not require an amendment to the ordinance as it is in his prerogative as Code Compliance Manager to make this type of decision.

Ms. Brown stated that homeowners should be notified as some of them may not be aware how poorly their property is being managed.

Ms. Bell asked whether the parking policy will apply to everybody; so that if a homeowner has people over for a party and doing the same thing as the short-term rentals, then they would be cited.

Mr. Forgione stated they would be issuing a citation as the policy applies across the board.

Mr. Ken Wampler moved they recommends to the City Council that the ordinance be amended increasing the fines for parking violations up to the maximum amount allowed by Florida Statute; seconded by Ms. Marcie Bell. Motion passed 6-0.

Ms. Brown asked that they address the golf cart parking issue.

Mr. Forgione noted that golf cart parking is already covered in the ordinance; adding they issue warning tickets to golf carts parked in the street, sidewalk or in the yard.

Mr. Craul reiterated that if a house comes with a golf cart, it should not count as an additional parking space; so that a house with a golf cart that is authorized 8 parking spaces will have their golf cart parked in one of those spaces.

The next item discussed was the signage for beach safety. Ms. Brown reiterated that Mayor Jarvis had asked that they incorporate this issue into their discussions because he feels the

City should do something about all the drownings and near drownings that happened recently. Ms. Brown suggests they require educational information to be part of the packet which the rental owners hand to their guests when they check in.

Mr. Craul stated that a doorhanger would work much better since the last thing people check on their way out the door is the doorhanger; however, they should allow rental companies to decide how they want to handle this issue and whether they want to use a door hanger or a sticker.

Mr. Forgione noted that the City's Public Information Manager has reached out to Beach TV and posted items in social media to educate people on this issue.

After a brief discussion relating to the design for the signage, there was a consensus to allow Mr. Forgione to coordinate matters with the Public Information Manager and come up with a proposed design and bring it back for approval by the Task Force, and subsequently for Council's approval at the Visioning Session.

B) Commercial Events Ordinance

Mr. Forgione noted that by regulation, holding more than 5 special events within a calendar year at the same property in a residential neighborhood is prohibited. He stated they would document the event, and if a property exceeds the 5 documented event limit during the same calendar year, they would issue a Notice of Violation to the property owner.

Mr. Craul asked how they would handle a situation when someone arranged a big wedding in Destin in March and claims that this event was arranged the year before and was grandfathered .

Mr. Forgione noted that the ordinance was adopted on May 6, 2019; and so, anybody that has a signed contract prior to May 6, 2019 is grandfathered in.

Ms. Brown pointed out that some of the signs are not readable from the street. There are also signs that still say, "Wedding Venue."

Mr. Wampler noted that by regulation the required content of the sign shall be legible as viewed from public right-of-way; however, signage should not be placed in the public right-of-way.

Mr. Forgione stated they will inspect the signs to make sure they are following regulation.

A brief discussion followed relating to condominium registrations.

Mr. Craul stated that condominiums should not have to be registered with the City.

Ms. Brown noted it was brought up at one of the Council meeting by the Sheriff that there was an increase in calls coming from condominiums.

According to Ms. Bell, there are condominiums that apparently are not registering with the TDC.

Mr. Craul maintains this is a County problem and not a City problem; and that the County has people responsible for handling this issue. He added that condominiums are already regulated under Chapter 718 of State statute.

5. Public Comments

Mr. Bill Reddington commented that when he had vacation rentals in Crystal Beach, part of his management agreement was to have an extra pick up with Waste Management on Saturdays and paid for the extra pickup. When the contract was up for renewal, the company lowered their prices when other companies started bidding for the service. He suggests they consider hiring a different franchise.

Ms. Jeanne Dailey stated that it is the repeat offenders that are problematic. The City has rules already in place and they just need to come up with severe penalties for code violations. She continued that they could create door hangers or refrigerator stickers, but there is no guarantee they will be placed in the unit. She also stated they already have beach safety information included in their welcome packet. They are also sending out double red flag warnings and advising people not to go in the gulf. She added that most people do not like to read, and the more reading materials they receive, the less likely they would read the materials and adhere to them.

6. NEXT MEETING DATE: Tuesday, November 5, 2019, 2:00 PM, City Hall

7. ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 3:55 PM.



Rey Bailey, City Clerk

**MINUTES
SHORT TERM RENTAL (STR)
TASK FORCE MEETING
NOVEMBER 5, 2019 – 2:00 PM
CITY HALL BOARDROOM**

1. CALL TO ORDER:

The Short-Term Rental (STR) Task Force met in regular session with the following members and City staff present:

2. ROLL CALL:

Members Present

Jeff Marken
Bruce Craul
Ken Wampler
Marcie Bell
Patti Brown
Shaun Hickey

Staff Present

City Manager Lance Johnson
City Clerk Rey Bailey
Code Compliance Manager Joey Forgione
Community Dev. Director Louis Zunguze
Code Compliance Officer William Morales
Land Use Attorney Kimberly Kopp

3. Approval of Minutes: October 29 , 2019

The City Clerk will amend the minutes correcting identified discrepancies and bring the minutes back for approval at the next meeting.

4. New Business

A) Presentation: Waste Management, Inc.

Mr. Jake Alderfer, a representative of Waste Management, Inc., stated he is available to answer questions and discuss the valet service his company provides.

Ms. Brown asked if Waste Management picks up garbage bags laying beside trash receptacles.

Mr. Alderfer replied they do not pick up bags placed outside the trash can during the normal twice a week pick-up.

Ms. Brown suggests they include a verbiage in the ordinance that prohibits placing trash bags outside the trash receptacle. It is creating a big problem and it is the main source of the rat problems they are currently having at Crystal Beach and Holiday Isle. She also stated they need more trash cans based on the Garbology 101 study that they used last time. She also asked that this issue be discussed at the upcoming Council Visioning Session.

Mr. Forgione noted that the ordinance already requires all trash to be placed inside the trash receptacle; otherwise, it would be a violation. They will be issuing a citation or a Notice of Violation to property owners and providing a courtesy copy to property managers.

Mr. Ken Wampler moved that whenever they reference a rental management company, they are also referencing a rental agent. Motion was seconded by Mr. Shaun Hickey and passed 6-0.

Mr. Alderfer reported a 43% participation rate in the Friday in season trash pick-up for the entire City of Destin; which is a low number.

According to Mr. Craul, if there was 80% occupancy rate, 37% of the people did not put their trash out in time.

Ms. Bell stated that it could also mean rental houses are waiting until Saturday, which is a turnover day, to put out their trash.

Mr. Craul remarked that guests do not always read materials they receive from the unit or they do not listen to the people when they check in. Also, very few rental managers/agents issue a reminder to their tenants to put out the trash on Thursday.

According to Mr. Alderfer, they are currently discussing pricing for special valet service with Holiday Isle, where two of their people will be going through with a golf cart and pulling each can to the curbside for pick-up.

Ms. Bell noted that the problem is the entire membership of Holiday Isle is being forced to participate when not everybody needs the service.

Mr. Alderfer stated they may be able to settle for 50% participation.

Mr. Craul mentioned that Waste Management is already offering an in season valet service of \$100 a month.

Mr. Alderfer noted that the \$100 per month valet service, for a period of 3 months at a time, is only for Saturdays. They are currently discussing adding a Tuesday and Friday service with Holiday Isle.

Ms. Brown inquired as to the difference between the price for regular trash pick-up versus the valet service for Tuesday, Friday and Saturday.

Mr. Alderfer replied that the price for regular pick up is \$21.46 per month. The Tuesday and Friday valet pick up, which is currently being discussed, is about \$17.38 per month per household. They charge \$100 a month for valet service on Saturdays in 3-month increments.

According to Mr. Craul, the 50% of the people that do not put their trash out on Friday could really benefit from the extra valet service where they would have somebody put the trash out for them. It would solve their Saturday problem to a certain extent.

Mr. Wampler asked if they could adjust the Saturday pick-up to a later time because any time before noon is of little value to the majority of the houses.

Mr. Alderfer stated they could probably adjust the pick-up time to noon to 5 PM at the latest. They can complete the entire route in 5 hours, or less if they put out additional trucks. He would need to check which is viable under the contract.

Mr. Craul stated that noon to 5 PM would work much better as they would stand a better chance of picking up more trash.

Mr. Craul asked if it would be possible for Waste Management to prepare a report showing who did not put out the trash.

According to Mr. Alderfer, they would not be able to provide that information because of Privacy Act. They could only provide a percentage.

Ms. Brown stated that a lot of people do not read the ordinances and therefore unaware of the rules such as not to pile trash outside the trash receptacle. There should be a packet given to people at registration that provides these rules.

Mr. Forgione pointed out that the short-term rental application includes an "Acknowledgments" section that the rental owner or agent has to sign affirming they have been informed and has the knowledge of rental policies contained in the City of Destin Code of Ordinances. By signing the document, the rental owner or agent is also affirming that all the information stated in the registration application is complete, true and correct, and that all the standards, conditions and referenced regulations provided in the document have been read, understood and agreed to. Mr. Forgione suggests the Task Force review this section and add or change some of the language as appropriate.

Mr. Craul suggests adding a language in the City of Destin information flyer that has been provided stating that trash should not be placed outside the trash can.

Mr. Forgione noted that the flyer already includes the language, "*All trash must be placed inside garbage receptacles.*"

There was a suggestion to add the trash pick-up days, to include the recycle day, in the flyer. The information in the flyer currently reads, "*Garbage containers shall not be placed curbside prior to 12 p.m. the day before pick-up.*"

Mr. Forgione commented that with enough participation in the extra valet service on Tuesdays and Fridays, they may not have much of a problem with trash on Saturdays; especially if the trash pick-up hours are changed from noon to 5 PM.

According to Ms. Bell, that may not be completely true because they still have to rely on the tenants to place the trash in the trash cans. They may not be willing to throw away leftover food on Thursday and may decide to hold out until the Saturday pick-up.

Mr. Craul commented that most people forget trash days; and that his earlier suggestion was to have a valet service, not necessarily with Waste Management, that would take the trash out to the curbside on Thursday for the Friday pick-up.

According to Mr. Hickey, it is not reasonable to mandate all rental management/agent/owner to contract for a valet service. They should only encourage them to use that service.

Ms. Brown suggests mandating the habitual offenders to participate in the valet service.

Mr. Forgione asked if the City's Special Magistrate can make that determination at a hearing.

The Land Use Attorney stated that the Special Magistrate can make that determination if they put it in the code; but she would need to look into how the Waste Management contract is set up. She also stated that if they just start adding habitual offenders to the list to receive the valet service, they may not meet the 50% threshold for participation Mr. Alderfer mentioned earlier.

Mr. Wampler noted there are other companies, not just Waste Management, that offer the valet service.

According to Ms. Bell, the valet service may not work for the Holiday Isle Homeowners' Association because they have more condominium units that belong to the homeowners' association than they have homes and town homes.

At this time, Mr. Forgione asked the members of the Task Force to refer to the "Acknowledgments" section of the short-term rental registration. He suggests adding a language stating that *"Responsible party will ensure they contact their guests every Monday and Thursday evening to remind them of trash pick-ups the following day"* and add the dates and times for the trash pick-ups. They should also add that responsible party should adhere to the ordinance that requires they contract for valet service on Saturdays.

Mr. Craul suggests adding that statement to item #7 of the "Acknowledgments."

Ms. Bell asked that they bold and capitalize the word "No" under item #7 and have the subject matter in each of the item bolded and underlined, such as the word "Sign" in item #1 and "Phone number" for the responsible party in item #2, to make the document much clearer for the people who have to sign it.

Mr. Forgione also recommends having the rental properties place the City's information flyer in their rental homes.

Ms. Brown suggests adding the riptide information in the flyer, similar to the sample she previously provided.

Ms. Bell requests they bold and capitalize the word “not” within the statement in the flyer that reads “*Garbage containers shall not be placed curbside prior to 12 p.m. the day before pickup.*”

Mr. Shaun Hickey moved that they add the following language under “Acknowledgment”: “*The rental management/agent will contact their guests the day prior to trash pick-up and advise them of the time they have to get the trash out*”; and that they contract with a third party for valet service on Saturdays. Ms. Patti Brown provided a second to the motion, which passes 6-0.

Ms. Brown noted that in reference to item #2 about the phone number for the responsible party, there is at least one rental home in her street that the phone is answered by somebody in Miami; and that according to this person there was no other person to contact. She stated that the City needs to make sure there is a responsible party that resides in the local area that is able to respond in person to complaints or emergencies within a certain period of time.

Mr. Marken stated that educational is important. He recommends adding a language that the renter will be informed they are not to exceed occupancy.

Mr. Jeff Marken moved to amend item #9 under “Acknowledgments” to read: “*The renter will be informed by the Responsible Party of applicable City and homeowners association laws and rules concerning noise, vehicle parking limit, household garbage pick-up days, common area usage, and occupancy limit as approved by the City.*” Mr. Bruce Craul provided a second to the motion, which passes 6-0.

Ms. Bell stated that the language in item #9 should also be applied to item #10.

Ms. Marcie Bell moved to amend item #10 under “Acknowledgments” to read: “*The property owner is aware of applicable City and homeowners association laws and rules concerning noise, vehicle parking limit, household garbage pick-up days, common area usage, and occupancy limit as approved by the City.*” Mr. Bruce Craul provided a second to the motion, which passes 6-0.

Ms. Bell asked if the City has the authority to revoke an application after so many fines have been levied on the property.

According to the Land Use Attorney, they could include that language in the ordinance; but it would be up to the Council to consider telling somebody they can no longer rent their property because it could end up in court.

Mr. Wampler commented that this issue could have been addressed in the Business Tax Receipt.

5. PUBLIC COMMENTS

Mr. Bill Reddington stated he does not understand why the Task Force is considering bypassing the management companies. He continued that when an owner that lives in another state hires a management company, that company should be responsible for dealing with the problem and not the owner. He also stated that the City, through all its applications, has everyone's email address and telephone numbers. They could set up some type of bio-contact list and send automatic emails to everybody on that list. They could send out an email or text to everybody on Monday and Thursday nights reminding them of garbage pick-ups.

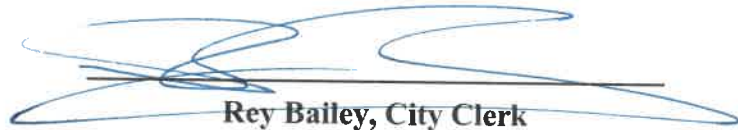
Ms. Brown argues that a lot of the management companies are not doing their job. The reason they have a rat problem at Crystal Beach is because of all the trash sitting out on the streets. She added that she owns an apartment building in Los Angeles, and that she will get on her management company if she is notified there is a problem.

Mr. Forgione noted that by State statutes, they have to go after the property owner. However, they send a courtesy copy of the violation to the management company or agent.

6. NEXT MEETING DATE: Tuesday, November 12, 2019, 2:00 PM, City Hall

7. ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 3:45 PM.



Rey Bailey, City Clerk

**MINUTES
SHORT TERM RENTAL (STR)
TASK FORCE MEETING
NOVEMBER 12, 2019 – 2:00 PM
CITY HALL BOARDROOM**

1. CALL TO ORDER:

The Short-Term Rental (STR) Task Force met in regular session with the following members and City staff present:

2. ROLL CALL:

Members Present

Jeff Marken
Shaun Hickey
Ken Wampler
Marcie Bell
Patti Brown

Staff Present

City Clerk Rey Bailey
Code Compliance Manager Joey Forgione
Land Use Attorney Kimberly Kopp

3. APPROVAL OF MINUTES:

A) October 29, 2019

Referring to page 2 of the minutes, Mr. Hickey inquired as to the result of Mr. Forgione's consultation with the City Attorney regarding registration of boats with the City that are part of rental property use; whether this would fall under the livery vessel program.

According to Mr. Forgione, he has not discussed this issue with the City Attorney, but he will follow through with it and report back at the next meeting.

Mr. Hickey mentioned that at the October 29, 2019 meeting, there was a question as to why and when documented special event limitation per property changed from 2 to 5; adding he was unable to find it in the code.

The Land Use Attorney explained it was increased to 5 as *prima facie* evidence. It was the number the Community Development Director finds reasonable in the zoning districts as evidentiary standards and was approved by the City Council. She added that under Ordinance 18-30-LC, the definition of Commercial Special Events is "*Any wedding or wedding reception, spring break party, bachelor party, family reunion, class reunion, company banquet, company retreat and/or company picnic, or other similar event or celebration for which a property owner, property owner's agent, or occupant of the property obtains a profit, monetary compensation, event fee, or other commercial gain.*" She stated that the holding of two or more weddings or special events within a 12-month period is *prima facie* evidence of a violation if there is a

monetary gain. However, special events that are not “*commercial special events*”, shall be limited to five in any 12- month period in residential zoning districts.

Ms. Brown noted that on page 4 of the minutes, the vote on the motion “*to base the number of trash cans on the number of people listed on the rental home sign, requiring one can for every 6 people, plus one recycle can*” should have been 4-2 instead of 5-1; adding that both she and Ms. Bell voted against the motion as they both wanted to require one trash can for every 5 people. Ms. Bell confirmed her “no” vote.

B) November 5, 2019

Mr. Wampler noted that on line 9 from the bottom of page 1, the word “besides” should be changed to “beside.”

Referencing the language on page 4 of the minutes, Mr. Wampler asked if the Land Use Attorney was able to determine if the Special Magistrate can mandate habitual offenders to have a Saturday trash pick-up or valet service on Tuesday and Friday.

According to the Land Use Attorney, the Special Magistrate can only mandate what is in the code; adding that the City Council would have to approve adding that language in the ordinance.

Motion by Mr. Ken Wampler, seconded by Ms. Patti Brown, to approve the minutes of October 29, 2019 and November 5, 2019, as amended, passed 5-0. Mr. Bruce Craul was absent from the meeting.

There was some discussion relating to the next meeting scheduled for Tuesday, November 19th. Mr. Forgione noted that most staff members would be participating in training sessions on the E-Gov program for the City from November 19th to 21st. After further discussion, the Task Force agreed to move the meeting date to Friday, November 22nd, from 9 to 11 AM.

4. NEW BUSINESS

A) Short-Term Rental Registration Acknowledgement Section – Amendments

Ms. Brown stated that she has read through the entire booklet that was provided to them and has some concerns because some of the language is not clear. For instance, Section 1 did not say anything about the decal needing to be on the signs; while in another part of the booklet, it states the decal will be issued and the sign will be inspected after the decal is issued to make sure all the information, including the decal, is correct.

Mr. Forgione stated that they will make the correction.

According to the Land Use Attorney, regardless of what the booklet says, it is the language in the ordinance that is enforceable.

Ms. Brown also noted that with regards to the noise regulation, they are finding out, at least on Shirah Street, that a lot of people were saying the rules do not take effect until after 10:00 PM. Even though it is not what the ordinance says, most people do not read the ordinance. She added that the booklet should say the rules are in effect at all times.

Mr. Forgione noted that the flyer states, *"It shall be unlawful to allow or make excessive noise that is under human control that reasonably interferes with the peace, comfort and convenience of another person 150 feet from the property line at all times."* He also stated they will add this language in Section 1 of the booklet.

Ms. Brown noted that when they presented the registration fees to the Council, they have agreed to base the fees on the size of the house. She asked if that would be effective January 1, 2020.

Mr. Forgione noted it is now in effect and they will amend the booklet to reflect the current fee schedule.

Ms. Brown stated they presented to the Council that parking will be based on the maximum number of spaces on the building permit; however, the booklet states it will be based on the number of parking spaces the owners say they have on the property. She also stated that the house across from her house is authorized 4 parking spaces; but they have a golf cart in their garage and 8 cars in the driveway.

According to Mr. Forgione, required number of parking spaces is based on the number indicated on their sign and their development order.

The Land Use Attorney noted the number of parking spaces will be verified when the short-term rentals apply for their registration.

Ms. Brown noted that some rental homes park their car across the driveway entrance.

Mr. Forgione stated that the ordinance does not allow it and many of the homes have received warnings and citations for violating the ordinance.

Ms. Bell asked if they could require property owners to issue parking decals or hanging tags to their tenants and to have them displayed inside their car while the car is parked at the facility.

The Land Use Attorney stated that the Task Force can make that recommendation to Council.

Mr. Hickey asked how this would work with VRBO and Airbnb, and out of state owners who rent their home for income.

According to Mr. Wampler, they would typically mail or email parking passes to their tenants in advance.

Mr. Marken stated that he makes his guests aware of the number of parking spaces allowed; however, if he tells them they are allowed 4 parking spaces and they show up with 4 Suburban, they may not all fit and may stick out over the sidewalk.

Ms. Marcie Bell moved to amend the ordinance to include in the short-term rental application process a requirement for rental properties to issue parking passes to their guests. Passes will have specific information pertaining to the property, such as the name or address of the property. Passes will be numbered with the maximum number of parking spots permitted on the property (i.e., 1 of 4, 2 of 4). Parking passes will be displayed inside the car while the car is parked on the property. Ms. Patti Brown provided a second to the motion. Motion passed 5-0.

Next, Mr. Hickey noted that by ordinance, commercial trucks are not allowed on Luke Avenue, between Crystal Beach Drive and Hutchinson Street, as well as on Mark Avenue, between Scenic Hwy 98 and Luke Avenue. He stated that commercial trucks are cutting through their neighborhood because they are not allowed on other streets.

The Land Use Attorney looked in the Code of Ordinances and then asked the City Clerk to pull Ordinance 387 that was adopted on April 15, 2002. She will review the documents and will try to determine the reason for this regulation.

At this time, Mr. Forgione presented the revised City of Destin Information Flyer to the Task Force.

Ms. Bell noted that under the City of Destin Code Compliance section, there is a regular telephone phone number listed and then an afterhours telephone number; but there is no explanation as what afterhours mean.

Mr. Forgione stated that he will put Monday thru Friday, 8-5 next to the regular phone number so it would be clear to everyone that any other time is considered afterhours.

B) Short-Term Rental Ordinance – Contact Phone Number for Responsible Party

Mr. Forgione discussed the Acknowledgement portion of the short-term rental application.

Mr. Wampler noted there have been some recommendations made by members of the Task Force that are not yet reflected in the document; including some clarifying language in items 7, 9 and 10.

Mr. Forgione explained they are currently working with the IT Manager to resolve some formatting issues. He will bring the updated document back at the next meeting. He then referred to item 1 that reads, *"A sign will be posted and maintained on the property, 18" x 18" in size. The content of such sign is described in detail in the City of Destin Code of Ordinance, Chapter 13, Article 6, Section 13-114. Signage must include name and telephone number of the management company, name and telephone number of emergency contact (if different from*

management company) occupancy limit and available parking spaces."

Ms. Brown recommends they include the requirements for decal and include a language under item 4 of Acknowledgement that parking is prohibited at the front of a private or public driveway.

Mr. Forgione noted this particular language is already in the ordinance and so they could issue a citation.

There was some discussion relative to the placement of trash receptacles during non-pickup days.

The Land Use Attorney noted that according to the code, *"No garbage container shall be located at the curb for pick-up before 12 PM of the day prior to pick-up. Garbage container shall be removed before midnight of the day of pick-up. Additionally, by 5 PM the day after the last day of the contracted short-term rental period, all garbage shall be removed."*

According to Ms. Brown, some of the homeowners' association have bylaws that prohibit trash receptacles to be visible from the street during non-pickup days.

According to the Land Use Attorney, the City does not have that requirement, but the Task Force can make that recommendation.

Mr. Wampler noted that each community has different struggles and challenges. There are some communities that do not have garages and no place to hide their trash cans. He added it would not be fair for the City to adopt rules that some homes would not be able to accommodate.

The Land Use Attorney stated that if they require screening, they would have to define it as either in the garage, on the side of the house, or behind some kind of landscaping or wall. She added it would make more sense with homeowners associations to make these rules because they take into account the unique characteristics of their property. It would be more challenging for the City because they must consider all properties city-wide.

5. NEXT MEETING DATE:

The Task Force agreed to schedule their next meeting on Friday, November 22nd, beginning at 9:00 AM.

Mr. Forgione stated that he would bring back an updated copy of the Acknowledgement document at the next meeting.

There were some discussions relative to sending recommendations to Council for approval by December so they could be memorialized in the ordinance and put into action prior to the start of the short-term rental registration process beginning in January 2020.

Mr. Forgione stated that he will capture all the motions/recommendation made by the Task Force and bring them back at the next meeting so that the Task Force can vote to send them forward to the City Council.

According to the Land Use Attorney, they would bring the Task Force recommendations forward to the City Council who can then direct staff to prepare an ordinance.

6. PUBLIC COMMENTS

Mr. Bill Reddington stated that he does not understand why they would cite the property owner for parking violation instead of the people that are actually committing the violations.

Mr. Forgione explained if it is a parking violation under Chapter 19 of the code, they will issue a citation to the vehicle owner; however, if it is a violation of a short-term rental regulation, they are required to cite the property owner but they will send a courtesy copy to the management company/agent.

7. ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 3:45 PM.



Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2019

TYPE OF AGENDA ITEM: Announcement

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2019

TYPE OF AGENDA ITEM: Special Presentation

TO: City Council

THRU: Lance Johnson, City Manager
Bragg Farmer, Finance Director

FROM: Michael Burgess, Public Services Director

DATE: 11/19/19

SUBJECT: Presentation by Public Works & Safety Committee Chairman, Surtax
Expenditure Request

I. BACKGROUND: The Public Works and Safety Committee will present a recommendation to City Council to expend up to \$420,000 of the Surtax for repairing and replacing existing public sidewalk and to replace or install new ADA truncated dome treatments at our pedestrian crosswalks.

II. DISCUSSION: The Public Works and Safety Committee met in October and, based on the findings of City's 2019 Sidewalk Assessment, recommends the City expend those funds necessary to repair to those sidewalks identified as damaged. Sidewalks with widths 6' and over will be repaired with 4 inches of 4000 psi concrete (slump 4) with fiber reinforcement per Council's previous direction. Sidewalks less than 6' in width may be replaced with concrete of increased strength on a case-by-case basis otherwise 4 inches of 3000 psi un-reinforced concrete will be used.

Sidewalks identified as having trip hazards will be addressed by City Staff or brought to the attention of the appropriate utility company.

Funds identified above the \$395,395 will be used replace existing and install new ADA truncated dome treatments at our crosswalks.

Quality Assurance: City Staff will ensure, by both the "pre-pour" inspection of forms and receipt and review of concrete tickets, that the prescribed concrete material and depths are consistent with our continuing services contract and

needs of the project. Materials and methods not consistent with City specifications will be rejected.

A. **Link to Strategic Goals / Objectives:** Quality of Life, Public Safety, Facilitation of Multi-Modal Transportation

B. **Effect on Budget (EOB):** Up to \$420,000 is requested for this project to be paid from of the City's existing Surtax balance.

C. **Level of Service (LOS):** Increased safety, aesthetics and community walkability.

III. **CONCLUSION:** Sections of Damaged sidewalk will be repaired and/or replaced utilizing funding from the 1/2 cent sales tax. Estimates for all damaged sidewalk identified in the 2019 Sidewalk Assessment and those sidewalks located adjacent to Collector-class streets are provided (see attachment).

IV. **RECOMMENDED MOTION:** I move that the Public Services department prepare and implement a schedule of replacing sidewalk sections identified on the provided table in an amount not to exceed \$400,000 with funding provided by the Discretionary 1/2 Sales Tax and make the required budget amendment.

Attachments:

1. Sidewalk Assessment 2019 repairs
111919

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
Y	98 Palms	200	6.5	6.5	\$ 455	\$ 455	6/5/2019	Y	
Y	98 Palms	200 (E of W Ent.)		6.5	\$ 455	\$ -	6/5/2019		Grind (tripping hazard)
Y	98 Palms	E of Eglin Fed Ent.	5.0	11.5	\$ 805	\$ 350	6/5/2019	Y	
Y	98 Palms	W of Target Ent.	19.0	30.5	\$ 2,135	\$ 1,330	6/5/2019	Y	
Y	98 Palms	E of Target Ent.		30.5	\$ 2,135	\$ -	6/5/2019		Grind (tripping hazard)
Y	98 Palms	Eglin Fed Ent		30.5	\$ 2,135	\$ -			Grind, at Eglin Fed Ent.
Y	Airport Rd	at weather station		30.5	\$ 2,135	\$ -	7/24/2019		Grind (tripping hazard)
Y	955 Airport Rd.	E of Sugarloaf Ent.	16.0	46.5	\$ 3,255	\$ 1,120	7/24/2019	Y	
Y	955 Airport Rd.	W of Sugarloaf Ent	24.0	70.5	\$ 4,935	\$ 1,680	7/24/2019	Y	
Y	Airport Rd.	950		70.5	\$ 4,935	\$ -	7/24/2019		Grind tripping Hazard
Y	Airport Rd	at Twin Lakes Lane	13.0	83.5	\$ 5,845	\$ 910	7/24/2019	Y	
Y	Airport Rd	986		83.5	\$ 5,845	\$ -	7/24/2019		Grind tripping Hazard
Y	Airport Rd.	1201 Quail Lake Blvd.	7.0	90.5	\$ 6,335	\$ 490	7/24/2019	Y	
Y	Airport Rd.	1150	13.0	103.5	\$ 7,245	\$ 910	7/24/2019	Y	
Y	Airport Rd	1220	6.0	109.5	\$ 7,665	\$ 420	7/24/2019	Y	
	Anderson Dr.	426	19.0	128.5	\$ 8,995	\$ 1,330	7/24/2019	Y	
	Anderson Dr.	528 Juanita Ave	6.0	134.5	\$ 9,415	\$ 420	7/24/2019	Y	
	Anderson Dr.	439		134.5	\$ 9,415	\$ -	7/24/2019		Grind (tripping hazard)
	Anderson Dr.	411	26.0	160.5	\$ 11,235	\$ 1,820	7/24/2019	Y	
Y	Azalea Dr.	517	20.0	180.5	\$ 12,635	\$ 1,400	7/24/2019	Y	
Y	Azalea Dr.	Melvin St. Intx	19.0	199.5	\$ 13,965	\$ 1,330	7/24/2019	Y	
Y	Azalea Dr.	273	11.0	210.5	\$ 14,735	\$ 770	7/24/2019	Y	
Y	Azalea Dr.	265	30.0	240.5	\$ 16,835	\$ 2,100	7/24/2019	Y	
Y	Azalea Dr.	295	3.0	243.5	\$ 17,045	\$ 210	7/24/2019	Y	
	Bay Ct.	1186	14.0	257.5	\$ 18,025	\$ 980	7/24/2019	Y	
Y	Beach Dr.	130 Lola Cir.	18.0	275.5	\$ 19,285	\$ 1,260	7/24/2019	Y	
Y	Beach Dr.	150	39.0	314.5	\$ 22,015	\$ 2,730	7/24/2019		Grind (tripping hazard)
Y	Beach Dr.	520	21.0	335.5	\$ 23,485	\$ 1,470	7/24/2019	Y	
Y	Beach Dr.	840	5.0	340.5	\$ 23,835	\$ 350	7/24/2019	Y	
Y	Beach Dr.	at Bay Ct.	6.0	346.5	\$ 24,255	\$ 420	7/24/2019		

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
Y	Beach Dr.	825	10.0	356.5	\$ 24,955	\$ 700	7/24/2019	Y	
Y	Beach Dr.	209	57.0	413.5	\$ 28,945	\$ 3,990	7/24/2019	Y	
Y	Benning Dr.	205	15.0	428.5	\$ 29,995	\$ 1,050	7/24/2019		
Y	Benning Dr.	219	13.0	441.5	\$ 30,905	\$ 910	7/24/2019	Y	
Y	Benning Dr.	308	10.0	451.5	\$ 31,605	\$ 700	7/24/2019	Y	
Y	Benning Dr.	400	16.0	467.5	\$ 32,725	\$ 1,120	7/24/2019	Y	
Y	Benning Dr.	530	10.0	477.5	\$ 33,425	\$ 700	7/24/2019		Grind (tripping hazard)
Y	Benning Dr.	600	15.0	492.5	\$ 34,475	\$ 1,050	7/24/2019	Y	
Y	Benning Dr.	3630 Monique Ct.	20.0	512.5	\$ 35,875	\$ 1,400	7/24/2019	Y	
Y	Benning Dr.	3631 Monique Ct.	11.0	523.5	\$ 36,645	\$ 770	7/24/2019	Y	
Y	Benning Dr.	3630 Hannah Ct.	5.0	528.5	\$ 36,995	\$ 350	7/24/2019	Y	
Y	Benning Dr.	748	25.0	553.5	\$ 38,745	\$ 1,750	7/24/2019	Y	
Y	Benning Dr.	750	12.0	565.5	\$ 39,585	\$ 840	7/24/2019		Grind (tripping hazard)
	Bent Arrow Dr.	at Benning Dr.		565.5	\$ 39,585	\$ -	7/24/2019		Grind (tripping hazard)
	Bent Arrow Dr.	246		565.5	\$ 39,585	\$ -	7/24/2019	Y	
	Bent Arrow Dr.	at Panther Ct.	10.0	575.5	\$ 40,285	\$ 700	7/24/2019	Y	
	Bent Arrow Dr.	at Wildact Ct.	4.0	579.5	\$ 40,565	\$ 280	7/24/2019	Y	
	Blue Marlin Ct.	300	5.0	584.5	\$ 40,915	\$ 350	7/24/2019		Grind (tripping hazard)
	Burning Tree Dr.	4083	9.0	593.5	\$ 41,545	\$ 630	7/24/2019		Grind (tripping hazard)
	Burning Tree Dr.	4063		593.5	\$ 41,545	\$ -	7/24/2019		Grind (tripping hazard)
	Burning Tree Dr.	4065		593.5	\$ 41,545	\$ -	7/24/2019		Grind (tripping hazard)
	Burning Tree Dr.	4059		593.5	\$ 41,545	\$ -	7/24/2019	Y	
	Burning Tree Dr.	4072	7.0	600.5	\$ 42,035	\$ 490	7/24/2019		Grind (tripping hazard)
	Burning Tree Dr.	4084		600.5	\$ 42,035	\$ -	7/24/2019	Y	
	Burning Tree Dr.	4110	41.0	641.5	\$ 44,905	\$ 2,870	7/24/2019		Grind (tripping hazard)
	Burning Tree Dr.	4105		641.5	\$ 44,905	\$ -	7/24/2019	Y	
	Burning Tree Dr.	4093	6.0	647.5	\$ 45,325	\$ 420	7/24/2019	Y	
	Cahaba Ct.	at 5 Cahaba Lane	25.0	672.5	\$ 47,075	\$ 1,750	8/13/2019		Grind (tripping hazard)
	Cahaba Ct.	4		672.5	\$ 47,075	\$ -	8/13/2019		Grind (tripping hazard)
	Cahaba Ct.	6		672.5	\$ 47,075	\$ -	8/13/2019	Y	
	Cahaba Ct.	1	13.0	685.5	\$ 47,985	\$ 910	8/13/2019		Grind (tripping hazard)

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
	Cahaba Ln	at 54 Country Club E		685.5	\$ 47,985	\$ -	8/13/2019	Y	
	Cahaba Ln	4	5.0	690.5	\$ 48,335	\$ 350	8/13/2019	Y	
	Cahaba Ln	12	5.0	695.5	\$ 48,685	\$ 350	8/13/2019		Grind (tripping hazard)
	Cahaba Ln	7		695.5	\$ 48,685	\$ -	8/13/2019	Y	
	Cahaba Ln	5	13.0	708.5	\$ 49,595	\$ 910	8/13/2019	Y	
Y	Calhoun Ave	100	100.0	808.5	\$ 56,595	\$ 7,000	8/13/2019	Y	
Y	Calhoun Ave.	102	10.0	818.5	\$ 57,295	\$ 700	8/13/2019	Y	
Y	Calhoun Ave.	210	16.0	834.5	\$ 58,415	\$ 1,120	8/13/2019		Grind (tripping hazard)
Y	Calhoun Ave	312		834.5	\$ 58,415	\$ -	8/13/2019		Grind (tripping hazard)
Y	Calhoun Ave	328		834.5	\$ 58,415	\$ -	8/13/2019		Grind (tripping hazard)
Y	Calhoun Ave	418	6.0	840.5	\$ 58,835	\$ 420	8/13/2019	Y	
Y	Calhoun Ave	at Cross St.	10.0	850.5	\$ 59,535	\$ 700	8/13/2019		Grind (tripping hazard)
Y	Calhoun Ave	537		850.5	\$ 59,535	\$ -	8/13/2019	Y	
Y	Calhoun Ave.	557	15.0	865.5	\$ 60,585	\$ 1,050	8/13/2019	Y	
Y	Calhoun Ave	633A		865.5	\$ 60,585	\$ -	8/13/2019	Y	
Y	Calhoun Ave	at Peacock Pt	6.0	871.5	\$ 61,005	\$ 420	8/13/2019	Y	
	Canoe Ct.			871.5	\$ 61,005	\$ -	8/13/2019		Grind (tripping hazard)
	Canoe Ct.	at 155 Indian Bayou Dr		871.5	\$ 61,005	\$ -	8/13/2019	Y	
	Cardinal Ln.	at 720 Spring Lake Dr.	9.0	880.5	\$ 61,635	\$ 630	8/13/2019	Y	
	Chickamauga Way	at 91 Country Club W	18.0	898.5	\$ 62,895	\$ 1,260	8/13/2019		Grind (tripping hazard)
	Chickamauga Way	8		898.5	\$ 62,895	\$ -	8/13/2019		Grind (tripping hazard)
	Chickamauga Way	7		898.5	\$ 62,895	\$ -	8/13/2019		Grind (tripping hazard)
	Chickasaw Way	4	6.0	904.5	\$ 63,315	\$ 420	8/13/2019	Y	
	Chickasaw Way	at 135 Indain Bayou Dr.	5.0	909.5	\$ 63,665	\$ 350	8/13/2019		Grind (tripping hazard)
	Clipper Cove	4498		909.5	\$ 63,665	\$ -	8/13/2019	Y	Electric Pullbox creating tripping hazard
Y	Commons Dr.	3949	25.0	934.5	\$ 65,415	\$ 1,750	8/13/2019	Y	Electric Pullbox creating tripping hazard
Y	Commons Dr.	at 1 Country Club Dr. E		934.5	\$ 65,415	\$ -	8/13/2019	Y	Electric Pullbox creating tripping hazard
Y	Commons Dr.	at Airport Rd.		934.5	\$ 65,415	\$ -	8/13/2019		Grind (tripping hazard)

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
Y	Commons Dr.	at Morgans Sports Ent		934.5	\$ 65,415	\$ -	8/13/2019	Y	
	Coosa Ct.	4		934.5	\$ 65,415	\$ -	8/13/2019		Grind (tripping hazard)
	Coosa Ct.	5	11.0	945.5	\$ 66,185	\$ 770	8/13/2019	Y	
Y	Country Club E	4		945.5	\$ 66,185	\$ -	8/13/2019		Grind (tripping hazard)
Y	Country Club E	10		945.5	\$ 66,185	\$ -	8/13/2019		Grind (tripping hazard)
Y	Country Club E	42		945.5	\$ 66,185	\$ -	8/13/2019		Grind (tripping hazard)
Y	Country Club E	76		945.5	\$ 66,185	\$ -	8/13/2019		Grind (tripping hazard)
Y	Country Club W	88	7.0	952.5	\$ 66,675	\$ 490	8/13/2019	Y	
Y	Country Club W	90	4.0	956.5	\$ 66,955	\$ 280	8/13/2019	Y	
Y	Country Club W	94		956.5	\$ 66,955	\$ -	8/13/2019		Grind (tripping hazard)
Y	Country Club W	96	12.0	968.5	\$ 67,795	\$ 840	8/13/2019	Y	
Y	Country Club W	98		968.5	\$ 67,795	\$ -	8/13/2019		Grind (tripping hazard)
Y	Country Club W	100	5.0	973.5	\$ 68,145	\$ 350	8/13/2019	Y	
Y	Country Club W	104	6.0	979.5	\$ 68,565	\$ 420	8/13/2019	Y	
Y	Country Club W	108		979.5	\$ 68,565	\$ -	8/13/2019		Grind (tripping hazard)
Y	Country Club W	122		979.5	\$ 68,565	\$ -	8/13/2019		Grind (tripping hazard)
Y	Country Club W	124		979.5	\$ 68,565	\$ -	8/13/2019		Grind (tripping hazard)
Y	Country Club W	126		979.5	\$ 68,565	\$ -	8/13/2019		Grind (tripping hazard)
Y	Country Club W	128	12.0	991.5	\$ 69,405	\$ 840	8/13/2019	Y	
Y	Country Club W	132		991.5	\$ 69,405	\$ -	8/13/2019		Grind (tripping hazard)
Y	Country Club W	142	9.0	1000.5	\$ 70,035	\$ 630	8/13/2019	Y	
Y	Country Club W	144	16.0	1016.5	\$ 71,155	\$ 1,120	8/13/2019	Y	
Y	Country Club W	144		1016.5	\$ 71,155	\$ -	8/13/2019		Grind (tripping hazard)
Y	Country Club W	148		1016.5	\$ 71,155	\$ -	8/13/2019		Grind (tripping hazard)
Y	Country Club W	154	7.0	1023.5	\$ 71,645	\$ 490	8/13/2019	Y	
Y	Country Club W	149		1023.5	\$ 71,645	\$ -	8/13/2019		Grind (tripping hazard)
Y	Country Club W	145	10.0	1033.5	\$ 72,345	\$ 700	8/13/2019	Y	
Y	Country Club W	143		1033.5	\$ 72,345	\$ -	8/13/2019		Grind (tripping hazard)
Y	Country Club W	141		1033.5	\$ 72,345	\$ -	8/13/2019		Grind (tripping hazard)
Y	Country Club W	133		1033.5	\$ 72,345	\$ -	8/13/2019		Grind (tripping hazard)
Y	Country Club W	123		1033.5	\$ 72,345	\$ -	8/13/2019		Grind (tripping hazard)

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
Y	Country Club W	119	19.0	1052.5	\$ 73,675	\$ 1,330	8/13/2019	Y	
Y	Country Club W	107	13.0	1065.5	\$ 74,585	\$ 910	8/13/2019	Y	
Y	Country Club W	105		1065.5	\$ 74,585	\$ -	8/13/2019		Grind (tripping hazard)
Y	Country Club W	95	17.0	1082.5	\$ 75,775	\$ 1,190	8/13/2019	Y	
Y	Country Club W	91		1082.5	\$ 75,775	\$ -	8/13/2019		Grind (tripping hazard)
Y	Country Club W	89		1082.5	\$ 75,775	\$ -	8/13/2019		Grind (tripping hazard)
Y	Country Club E	53		1082.5	\$ 75,775	\$ -	7/31/2019		Grind (tripping hazard)
Y	Country Club E	53		1082.5	\$ 75,775	\$ -	7/31/2019		Grind (tripping hazard)
Y	Country Club E	53	10.0	1092.5	\$ 76,475	\$ 700	7/31/2019	Y	
Y	Country Club E	51	20.0	1112.5	\$ 77,875	\$ 1,400	7/31/2019	Y	
Y	Country Club E	51		1112.5	\$ 77,875	\$ -	7/31/2019		Grind (tripping hazard)
Y	Country Club E	49		1112.5	\$ 77,875	\$ -	7/31/2019	Y	
Y	Country Club E	43		1112.5	\$ 77,875	\$ -	7/31/2019		Grind (tripping hazard)
Y	Country Club E	37	5.0	1117.5	\$ 78,225	\$ 350	7/31/2019	Y	
Y	Country Club E	29	12.0	1129.5	\$ 79,065	\$ 840	7/31/2019	Y	
Y	Country Club E	29		1129.5	\$ 79,065	\$ -	7/31/2019		Grind (tripping hazard)
Y	Country Club E	27	12.0	1141.5	\$ 79,905	\$ 840	7/31/2019	Y	
Y	Country Club E	25		1141.5	\$ 79,905	\$ -	7/31/2019		Grind (tripping hazard)
Y	Country Club E	19	6.0	1147.5	\$ 80,325	\$ 420	7/31/2019	Y	
Y	Country Club E	13		1147.5	\$ 80,325	\$ -	7/31/2019		Grind (tripping hazard)
	Creek Ct	7		1147.5	\$ 80,325	\$ -	7/31/2019		Grind (tripping hazard)
	Creek Ct	3	19.0	1166.5	\$ 81,655	\$ 1,330	7/31/2019	Y	
Y	Crystal Bch. Dr.	69	4.0	1170.5	\$ 81,935	\$ 280	8/1/2019	Y	
Y	Crystal Bch. Dr.	77	9.0	1179.5	\$ 82,565	\$ 630	8/1/2019	Y	
Y	Crystal Bch. Dr.	at 4502 John Ave	9.0	1188.5	\$ 83,195	\$ 630	8/1/2019	Y	
Y	Crystal Bch. Dr.	at 4503 John Ave	5.0	1193.5	\$ 83,545	\$ 350	8/1/2019	Y	
Y	Crystal Bch. Dr.	93	2.0	1195.5	\$ 83,685	\$ 140	8/1/2019	Y	
Y	Crystal Bch. Dr.	at 4502 Like Ave	15.0	1210.5	\$ 84,735	\$ 1,050	8/1/2019	Y	
Y	Crystal Bch. Dr.	at 4501 Luke Ave	3.0	1213.5	\$ 84,945	\$ 210	8/1/2019	Y	
Y	Crystal Bch. Dr.	at 34940 Emerald Coast Pkwy	5.0	1218.5	\$ 85,295	\$ 350	8/1/2019	Y	

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
Y	Crystal Bch. Dr.	at 34940 Emerald Coast Pkwy		1218.5	\$ 85,295	\$ -	8/1/2019		Grind (tripping hazard)
Y	Crystal Bch. Dr.	101	6.0	1224.5	\$ 85,715	\$ 420	8/1/2019	Y	
Y	Crystal Bch. Dr.	93	4.0	1228.5	\$ 85,995	\$ 280	8/1/2019	Y	
Y	Crystal Bch. Dr.	77	9.0	1237.5	\$ 86,625	\$ 630	8/1/2019	Y	
Y	Crystal Bch. Dr.	at 4428 Ocean View Dr	4.0	1241.5	\$ 86,905	\$ 280	8/1/2019	Y	
Y	Crystal Bch. Dr.	69	5.0	1246.5	\$ 87,255	\$ 350	8/1/2019	Y	
	Deerfield Dr	at 332 Burning Tree Dr	11.0	1257.5	\$ 88,025	\$ 770	8/1/2019	Y	
	Deerfield Dr	at 4088 Burning Tree Dr	23.0	1280.5	\$ 89,635	\$ 1,610	8/1/2019	Y	
	Deerfield Dr	321		1280.5	\$ 89,635	\$ -	8/1/2019		Grind (tripping hazard)
	Deerfield Dr	at 4093 Burning Tree Dr		1280.5	\$ 89,635	\$ -	8/1/2019		Grind (tripping hazard)
	Deerfield Dr	at 4092 Indian Trail		1280.5	\$ 89,635	\$ -	8/1/2019		Grind (tripping hazard)
	Defiance Dr	101	6.0	1286.5	\$ 90,055	\$ 420	8/9/2019	Y	
Y	Dolphin St	59	10.0	1296.5	\$ 90,755	\$ 700	8/9/2019		
Y	Dolphin St	80		1296.5	\$ 90,755	\$ -	8/9/2019		Grind (tripping hazard)
Y	Dolphin St	70	5.0	1301.5	\$ 91,105	\$ 350	8/9/2019	Y	
	Dolphin Estates Ct	200		1301.5	\$ 91,105	\$ -	8/9/2019		Grind (tripping hazard)
	Dolphin Estates Ct	202	5.0	1306.5	\$ 91,455	\$ 350	8/9/2019	Y	
	Dolphin Estates Ct	208		1306.5	\$ 91,455	\$ -	8/9/2019		Grind (tripping hazard)
	Dolphin Estates Ct	216		1306.5	\$ 91,455	\$ -	8/9/2019		Grind (tripping hazard)
	Dolphin Estates Ct	218		1306.5	\$ 91,455	\$ -	8/9/2019		Grind (tripping hazard)
	Dolphin Estates Ct	219		1306.5	\$ 91,455	\$ -	8/9/2019		Grind (tripping hazard)
	Dolphin Estates Ct	209		1306.5	\$ 91,455	\$ -	8/9/2019		Grind (tripping hazard)
	Dolphin Estates Ct	205		1306.5	\$ 91,455	\$ -	8/9/2019		Grind (tripping hazard)
	Dolphin Estates Ct	201		1306.5	\$ 91,455	\$ -	8/9/2019		Grind (tripping hazard)
	Dolphin Estates Ct.	201	15.0	1321.5	\$ 92,505	\$ 1,050	8/9/2019	Y	
	Driftwood Ln	539	22.0	1343.5	\$ 94,045	\$ 1,540	8/9/2019	Y	
	Driftwood Ln	531		1343.5	\$ 94,045	\$ -	8/9/2019		Grind (tripping hazard)
	Driftwood Ln	527		1343.5	\$ 94,045	\$ -	8/9/2019		Grind (tripping hazard)
	Driftwood Ln	523	6.0	1349.5	\$ 94,465	\$ 420	8/9/2019	Y	

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
	Driftwood Ln	503		1349.5	\$ 94,465	\$ -	8/9/2019		Grind (tripping hazard)
	Driftwood Ln	500		1349.5	\$ 94,465	\$ -	8/9/2019		Grind (tripping hazard)
	Driftwood Ln	522		1349.5	\$ 94,465	\$ -	8/9/2019		Grind (tripping hazard)
	Driftwood Ln	at 552 Park Ct	38.0	1387.5	\$ 97,125	\$ 2,660	8/9/2019	Y	
	Elise Ln	707		1387.5	\$ 97,125	\$ -	8/9/2019		Grind (tripping hazard)
	Elise Ln	709	5.0	1392.5	\$ 97,475	\$ 350	8/9/2019	Y	
	Elise Ln	712	10.0	1402.5	\$ 98,175	\$ 700	8/9/2019	Y	
	Elise Ln	714	10.0	1412.5	\$ 98,875	\$ 700	8/9/2019	Y	
	Elise Ln	718	20.0	1432.5	\$100,275	\$ 1,400	8/9/2019	Y	
	Elise Ln	722	19.0	1451.5	\$101,605	\$ 1,330	8/9/2019	Y	
	Emm Lou Ln	at 320 Spring Ln	6.0	1457.5	\$102,025	\$ 420	8/9/2019	Y	
	Emm Lou Ln	3796		1457.5	\$102,025	\$ -	8/9/2019		Grind (tripping hazard)
	Evergreen Pl	347		1457.5	\$102,025	\$ -	8/9/2019		Grind (tripping hazard)
	Evergreen Pl	361		1457.5	\$102,025	\$ -	8/9/2019		Grind (tripping hazard)
	Evergreen Pl	360		1457.5	\$102,025	\$ -	8/9/2019		Grind (tripping hazard)
	Evergreen Pl	348	12.0	1469.5	\$102,865	\$ 840	8/9/2019	Y	
	Evergreen Pl	350	7.0	1476.5	\$103,355	\$ 490	8/9/2019	Y	
	Evergreen Pl	350		1476.5	\$103,355	\$ -	8/9/2019		Grind (tripping hazard)
	Evergreen Cir	368	5.0	1481.5	\$103,705	\$ 350	8/9/2019	Y	
	Evergreen Cir	368		1481.5	\$103,705	\$ -	8/9/2019		Grind (tripping hazard)
	Evergreen Cir	374	4.0	1485.5	\$103,985	\$ 280	8/9/2019	Y	
	Evergreen Cir	382	5.0	1490.5	\$104,335	\$ 350	8/9/2019	Y	
	Evergreen Cir	394		1490.5	\$104,335	\$ -	8/9/2019		Grind (tripping hazard)
	Evergreen Cir	359		1490.5	\$104,335	\$ -	8/9/2019		Grind (tripping hazard)
	Evergreen Cir	379	13.0	1503.5	\$105,245	\$ 910	8/9/2019	Y	
	Evergreen Cir	379		1503.5	\$105,245	\$ -	8/9/2019		Grind (tripping hazard)
	Fifth St	518		1503.5	\$105,245	\$ -	8/9/2019		Grind (tripping hazard)
	Fifth St	611		1503.5	\$105,245	\$ -	8/9/2019		Grind (tripping hazard)
	Fifth St	609		1503.5	\$105,245	\$ -	8/9/2019		Grind (tripping hazard)
	Fifth St	609		1503.5	\$105,245	\$ -	8/9/2019	Y	
	Fifth St	609		1503.5	\$105,245	\$ -	8/9/2019		Grind (tripping hazard)

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
	First Ave	613	78.0	1581.5	\$110,705	\$ 5,460	8/9/2019	Y	
	First Ave	609	10.0	1591.5	\$111,405	\$ 700	8/9/2019	Y	
	First Ave	503	20.0	1611.5	\$112,805	\$ 1,400	8/9/2019	Y	
	First St	at Fourth St	15.0	1626.5	\$113,855	\$ 1,050	8/9/2019	Y	
	First St	3685	56.0	1682.5	\$117,775	\$ 3,920	8/9/2019	Y	
	First St	3709		1682.5	\$117,775	\$ -	8/9/2019		Grind (tripping hazard)
	Fleshman Dr	at 520 Kelly St		1682.5	\$117,775	\$ -	8/9/2019		Grind (tripping hazard)
	Fleshman Dr	447		1682.5	\$117,775	\$ -	8/9/2019		Grind (tripping hazard)
	Fleshman Dr	439	7.0	1689.5	\$118,265	\$ 490	8/9/2019	Y	
	Fleshman Dr	431		1689.5	\$118,265	\$ -	8/9/2019		Grind (tripping hazard)
	Fleshman Dr	427	8.0	1697.5	\$118,825	\$ 560	8/9/2019		Grind (tripping hazard)
	Fleshman Dr	419		1697.5	\$118,825	\$ -	8/9/2019		Grind (tripping hazard)
	Fleshman Dr	419	7.0	1704.5	\$119,315	\$ 490	8/9/2019	Y	
	Fleshman Dr	426		1704.5	\$119,315	\$ -	8/9/2019	Y	
	Fleshman Dr	448	5.0	1709.5	\$119,665	\$ 350	8/9/2019		Grind (tripping hazard)
	Forest St	711	10.0	1719.5	\$120,365	\$ 700	8/9/2019	Y	
	Forest St	713	10.0	1729.5	\$121,065	\$ 700	8/9/2019	Y	
	Forest St	814	12.0	1741.5	\$121,905	\$ 840	8/9/2019	Y	
	Fourth St	at 600 Benning Dr	36.0	1777.5	\$124,425	\$ 2,520	8/15/2019	Y	
	Fourth St			1777.5	\$124,425	\$ -	8/15/2019	Y	
	Fourth St	608	23.0	1800.5	\$126,035	\$ 1,610	8/15/2019	Y	
	Fourth St	610	13.0	1813.5	\$126,945	\$ 910	8/15/2019	Y	
	Fourth St	610		1813.5	\$126,945	\$ -	8/15/2019	Y	
	Fourth St	614		1813.5	\$126,945	\$ -	8/15/2019	Y	
	Fourth St.	616	10.0	1823.5	\$127,645	\$ 700	8/15/2019	Y	
	Fourth St	at 2nd Ave	18.0	1841.5	\$128,905	\$ 1,260	8/15/2019	Y	
	Fourth St	628	10.0	1851.5	\$129,605	\$ 700	8/15/2019	Y	
	Fourth St	at 632 First Ave	40.0	1891.5	\$132,405	\$ 2,800	8/15/2019	Y	
	Fox Den Ct.	319	7.0	1898.5	\$132,895	\$ 490	8/15/2019	Y	
	Fox Den Ct.	321		1898.5	\$132,895	\$ -	8/15/2019		Grind (tripping hazard)
	Goldsbys Way	3629		1898.5	\$132,895	\$ -	8/15/2019		Grind (tripping hazard)

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
	Goldsbys Way	3617		1898.5	\$132,895	\$ -	8/15/2019		Grind (tripping hazard)
	Goldsbys Way	3610	6.0	1904.5	\$133,315	\$ 420	8/15/2019	Y	
	Goldsbys Way	3624	4.0	1908.5	\$133,595	\$ 280	8/15/2019	Y	
	Goldsbys Way	3626	4.0	1912.5	\$133,875	\$ 280	8/15/2019	Y	
	Goldsbys Way	3630		1912.5	\$133,875	\$ -	8/15/2019		Grind (tripping hazard)
	Grand Oaks Way	3587	7.0	1919.5	\$134,365	\$ 490	8/15/2019	Y	
	Grand Oaks Way	3585		1919.5	\$134,365	\$ -	8/15/2019		Grind (tripping hazard)
	Grand Oaks Way	3581	17.0	1936.5	\$135,555	\$ 1,190	8/15/2019	Y	
	Grand Oaks Way	3579	17.0	1953.5	\$136,745	\$ 1,190	8/15/2019	Y	
	Gulf Mist Ct.	3895	13.0	1966.5	\$137,655	\$ 910	8/15/2019	Y	
	Gulf Mist Ct.	3894		1966.5	\$137,655	\$ -	8/15/2019		Grind (tripping hazard)
Y	Gulfshore Dr	321	8.0	1974.5	\$138,215	\$ 560	8/15/2019	Y	
Y	Gulfshore Dr	245		1974.5	\$138,215	\$ -	8/15/2019		Grind (tripping hazard)
Y	Gulfshore Dr	240		1974.5	\$138,215	\$ -	8/15/2019	Y	
Y	Gulfshore Dr	100	23.0	1997.5	\$139,825	\$ 1,610	8/15/2019	Y	
Y	Gulfshore Dr	150	213.0	2210.5	\$154,735	\$14,910	8/15/2019		Grind (tripping hazard)
Y	Gulfshore Dr	200	51.0	2261.5	\$158,305	\$ 3,570	8/15/2019	Y	
Y	Gulfshore Dr	240		2261.5	\$158,305	\$ -	8/15/2019		Grind (tripping hazard)
Y	Gulfshore Dr	320	7.0	2268.5	\$158,795	\$ 490	8/15/2019	Y	
Y	Gulfshore Dr.	326	14.0	2282.5	\$159,775	\$ 980	8/15/2019	Y	
Y	Gulfshore Dr	at Gulf winds Ct	68.0	2350.5	\$164,535	\$ 4,760	8/15/2019	Y	
Y	Gulfshore Dr	at Gulf winds Ct		2350.5	\$164,535	\$ -	8/15/2019		Grind (tripping hazard)
Y	Gulfshore Dr	360	49.0	2399.5	\$167,965	\$ 3,430	8/15/2019	Y	
Y	Gulfshore Dr.	415		2399.5	\$167,965	\$ -	8/15/2019		Grind (tripping hazard)
Y	Gulfshore Dr	415	10.0	2409.5	\$168,665	\$ 700	8/15/2019	Y	
Y	Gulfshore Dr	445	12.0	2421.5	\$169,505	\$ 840	8/15/2019	Y	
Y	Gulfshore Dr	485		2421.5	\$169,505	\$ -	8/15/2019		Grind (tripping hazard)
Y	Gulfshore Dr	at Durango Rd	19.0	2440.5	\$170,835	\$ 1,330	8/15/2019	Y	
Y	Gulfshore Dr	502	15.0	2455.5	\$171,885	\$ 1,050	8/15/2019	Y	
Y	Gulfshore Dr	502		2455.5	\$171,885	\$ -	8/15/2019		Grind (tripping hazard)
Y	Gulfshore Dr	506	13.0	2468.5	\$172,795	\$ 910	8/15/2019	Y	

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
Y	Gulfshore Dr	510	9.0	2477.5	\$173,425	\$ 630	8/15/2019	Y	
Y	Gulfshore Dr	510		2477.5	\$173,425	\$ -	8/15/2019		Grind (tripping hazard)
Y	Gulfshore Dr	608		2477.5	\$173,425	\$ -	8/15/2019		Grind (tripping hazard)
Y	Gulfshore Dr	626	10.0	2487.5	\$174,125	\$ 700	8/15/2019	Y	
Y	Gulfshore Dr	630	5.0	2492.5	\$174,475	\$ 350	8/15/2019	Y	
Y	Gulfshore Dr	Sandpiper Cove		2492.5	\$174,475	\$ -	8/15/2019		Grind (tripping hazard)
	Hannah Ct	3630	9.0	2501.5	\$175,105	\$ 630	8/13/2019	Y	
	Hannah Ct	3631	19.0	2520.5	\$176,435	\$ 1,330	8/13/2019	Y	
	Harborwind Ct	3901		2520.5	\$176,435	\$ -	8/13/2019		Grind (tripping hazard)
	Heron Ln	703		2520.5	\$176,435	\$ -	8/13/2019		Grind (tripping hazard)
Y	Hutchinson St	at 4463 Luke Ave	21.0	2541.5	\$177,905	\$ 1,470	8/13/2019	Y	
Y	Hutchinson St	at 4460 Luke Ave	10.0	2551.5	\$178,605	\$ 700	8/13/2019	Y	
Y	Hutchinson St	88	6.0	2557.5	\$179,025	\$ 420	8/13/2019	Y	
Y	Hutchinson St	88		2557.5	\$179,025	\$ -	8/13/2019		Grind (tripping hazard)
	Indian Bayou N	4141		2557.5	\$179,025	\$ -	8/13/2019		Grind (tripping hazard)
	Indian Bayou N	4141	4.0	2561.5	\$179,305	\$ 280	8/13/2019	Y	
	Indian Bayou N	4137	11.0	2572.5	\$180,075	\$ 770	8/13/2019	Y	
	Indian Bayou N	4114		2572.5	\$180,075	\$ -	8/13/2019		Grind (tripping hazard)
	Indian Bayou N	4104	6.0	2578.5	\$180,495	\$ 420	8/13/2019	Y	
	Indian Bayou N	4088	6.0	2584.5	\$180,915	\$ 420	8/13/2019	Y	
	Indian Bayou N	4084		2584.5	\$180,915	\$ -	8/13/2019		Grind (tripping hazard)
	Indian Bayou N	4041	9.0	2593.5	\$181,545	\$ 630	8/13/2019	Y	
	Indian Bayou N	4049	11.0	2604.5	\$182,315	\$ 770	8/13/2019	Y	
	Indian Bayou N	4053		2604.5	\$182,315	\$ -	8/13/2019		Grind (tripping hazard)
	Indian Bayou N	4061	7.0	2611.5	\$182,805	\$ 490	8/13/2019	Y	
	Indian Bayou N	4069		2611.5	\$182,805	\$ -	8/13/2019		Grind (tripping hazard)
	Indian Bayou N	4073		2611.5	\$182,805	\$ -	8/13/2019		Grind (tripping hazard)
	Indian Bayou N	4084		2611.5	\$182,805	\$ -	8/13/2019		Grind (tripping hazard)
	Indian Bayou N	4097	10.0	2621.5	\$183,505	\$ 700	8/13/2019	Y	
	Indian Bayou Dr	2		2621.5	\$183,505	\$ -	8/13/2019		Grind (tripping hazard)
	Indian Bayou Dr	6		2621.5	\$183,505	\$ -	8/13/2019		Grind (tripping hazard)

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
	Indian Bayou Dr	6	14.0	2635.5	\$184,485	\$ 980	8/13/2019	Y	
	Indian Bayou Dr	18		2635.5	\$184,485	\$ -	8/13/2019		Grind (tripping hazard)
	Indian Bayou Dr	20		2635.5	\$184,485	\$ -	8/13/2019		Grind (tripping hazard)
	Indian Bayou Dr	22	6.0	2641.5	\$184,905	\$ 420	8/13/2019	Y	
	Indian Bayou Dr	26		2641.5	\$184,905	\$ -	8/13/2019		Grind (tripping hazard)
	Indian Bayou Dr	34		2641.5	\$184,905	\$ -	8/13/2019		Grind (tripping hazard)
	Indian Bayou Dr	36		2641.5	\$184,905	\$ -	8/13/2019		Grind (tripping hazard)
	Indian Bayou Dr	42		2641.5	\$184,905	\$ -	8/14/2019		Grind (tripping hazard)
	Indian Bayou Dr	46	6.0	2647.5	\$185,325	\$ 420	8/14/2019	Y	
	Indian Bayou Dr	48	4.0	2651.5	\$185,605	\$ 280	8/14/2019	Y	
	Indian Bayou Dr	50	11.0	2662.5	\$186,375	\$ 770	8/14/2019	Y	
	Indian Bayou Dr	50		2662.5	\$186,375	\$ -	8/14/2019		Grind (tripping hazard)
	Indian Bayou Dr	60	41.0	2703.5	\$189,245	\$ 2,870	8/14/2019	Y	
	Indian Bayou Dr	62		2703.5	\$189,245	\$ -	8/14/2019		Grind (tripping hazard)
	Indian Bayou Dr	72		2703.5	\$189,245	\$ -	8/14/2019		Grind (tripping hazard)
	Indian Bayou Dr	74		2703.5	\$189,245	\$ -	8/14/2019		Grind (tripping hazard)
	Indian Bayou Dr	78	7.0	2710.5	\$189,735	\$ 490	8/14/2019	Y	
	Indian Bayou Dr	78		2710.5	\$189,735	\$ -	8/14/2019		Grind (tripping hazard)
	Indian Bayou Dr	at 73 Indian Bayou Dr	35.0	2745.5	\$192,185	\$ 2,450	8/14/2019	Y	
	Indian Bayou Dr	at 73 Indian Bayou Dr		2745.5	\$192,185	\$ -	8/14/2019		Grind (tripping hazard)
	Indian Bayou Dr	at 2nd wetlands	14.0	2759.5	\$193,165	\$ 980	8/14/2019	Y	
	Indian Bayou Dr	110	9.0	2768.5	\$193,795	\$ 630	8/14/2019	Y	
	Indian Bayou Dr	110		2768.5	\$193,795	\$ -	8/14/2019		Grind (tripping hazard)
	Indian Bayou Dr	114		2768.5	\$193,795	\$ -	8/14/2019		Grind (tripping hazard)
	Indian Bayou Dr	122	13.0	2781.5	\$194,705	\$ 910	8/14/2019	Y	
	Indian Bayou Dr	124		2781.5	\$194,705	\$ -	8/14/2019		Grind (tripping hazard)
	Indian Bayou Dr	126		2781.5	\$194,705	\$ -	8/14/2019		Grind (tripping hazard)
	Indian Bayou Dr	128	9.0	2790.5	\$195,335	\$ 630	8/14/2019	Y	
	Indian Bayou Dr	138	18.0	2808.5	\$196,595	\$ 1,260	8/14/2019	Y	
	Indian Bayou Dr	138		2808.5	\$196,595	\$ -	8/14/2019		Grind (tripping hazard)

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
	Indian Bayou Dr	140		2808.5	\$196,595	\$ -	8/14/2019		Grind (tripping hazard)
	Indian Bayou Dr	150		2808.5	\$196,595	\$ -	8/14/2019		Grind (tripping hazard)
	Indian Bayou Dr	154	7.0	2815.5	\$197,085	\$ 490	8/14/2019	Y	
	Indian Bayou Dr	156	9.0	2824.5	\$197,715	\$ 630	8/14/2019	Y	
	Indian Bayou Dr			2824.5	\$197,715	\$ -	8/14/2019	Y	
	Indian Bayou Dr	at 122 Country Club W	36.0	2860.5	\$200,235	\$ 2,520	8/14/2019	Y	
	Indian Bayou Dr	159		2860.5	\$200,235	\$ -	8/14/2019		Grind (tripping hazard)
	Indian Bayou Dr	157	16.0	2876.5	\$201,355	\$ 1,120	8/14/2019	Y	
	Indian Bayou Dr	147	8.0	2884.5	\$201,915	\$ 560	8/14/2019	Y	
	Indian Bayou Dr	143		2884.5	\$201,915	\$ -	8/14/2019		Grind (tripping hazard)
	Indian Bayou Dr	141	14.0	2898.5	\$202,895	\$ 980	8/14/2019	Y	
	Indian Bayou Dr	139	11.0	2909.5	\$203,665	\$ 770	8/14/2019	Y	
	Indian Bayou Dr	137		2909.5	\$203,665	\$ -	8/14/2019		Grind (tripping hazard)
	Indian Bayou Dr	135		2909.5	\$203,665	\$ -	8/14/2019		Grind (tripping hazard)
	Indian Bayou Dr	115		2909.5	\$203,665	\$ -	8/14/2019		Grind (tripping hazard)
	Indian Bayou Dr	113		2909.5	\$203,665	\$ -	8/14/2019		Grind (tripping hazard)
	Indian Bayou Dr	111		2909.5	\$203,665	\$ -	8/14/2019		Grind (tripping hazard)
	Indian Bayou Dr	109		2909.5	\$203,665	\$ -	8/14/2019		Grind (tripping hazard)
	Indian Bayou Dr	at 73 Country Club E	25.0	2934.5	\$205,415	\$ 1,750	8/14/2019	Y	
	Indian Bayou Dr	at 73 Country Club E		2934.5	\$205,415	\$ -	8/14/2019		Grind (tripping hazard)
	Indian Bayou Dr	75	8.0	2942.5	\$205,975	\$ 560	8/14/2019	Y	
	Indian Bayou Dr	65	50.0	2992.5	\$209,475	\$ 3,500	8/14/2019	Y	
	Indian Bayou Dr	47		2992.5	\$209,475	\$ -	8/14/2019		Grind (tripping hazard)
	Indian Bayou Dr	37		2992.5	\$209,475	\$ -	8/14/2019		Grind (tripping hazard)
	Indian Bayou Dr	37	7.0	2999.5	\$209,965	\$ 490	8/14/2019	Y	
	Indian Bayou Dr	15		2999.5	\$209,965	\$ -	8/14/2019		Grind (tripping hazard)
	Indian Bayou Dr	3	4.0	3003.5	\$210,245	\$ 280	8/14/2019	Y	
	Indian Bayou Dr	1		3003.5	\$210,245	\$ -	8/14/2019		Grind (tripping hazard)
	Indian Bayou Dr	at 44 Country Club E		3003.5	\$210,245	\$ -	8/14/2019		Grind (tripping hazard)

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
Y	Indian Trail	at Main St	5.0	3008.5	\$210,595	\$ 350	8/14/2019	Y	
Y	Indian Trail	3861	10.0	3018.5	\$211,295	\$ 700	8/14/2019	Y	
Y	Indian Trail	3877	12.0	3030.5	\$212,135	\$ 840	8/14/2019	Y	
Y	Indian Trail	3885	21.0	3051.5	\$213,605	\$ 1,470	8/14/2019	Y	
Y	Indian Trail	3892		3051.5	\$213,605	\$ -	8/14/2019		Grind (tripping hazard)
Y	Indian Trail	3896		3051.5	\$213,605	\$ -	8/14/2019	Y	
Y	Indian Trail	3908		3051.5	\$213,605	\$ -	8/14/2019		Grind (tripping hazard)
Y	Indian Trail	3924	7.0	3058.5	\$214,095	\$ 490	8/14/2019	Y	
Y	Indian Trail	3928	5.0	3063.5	\$214,445	\$ 350	8/14/2019	Y	
Y	Indian Trail	3936		3063.5	\$214,445	\$ -	8/14/2019		Grind (tripping hazard)
Y	Indian Trail	3940	6.0	3069.5	\$214,865	\$ 420	8/14/2019	Y	
Y	Indian Trail	3940		3069.5	\$214,865	\$ -	8/14/2019		Grind (tripping hazard)
Y	Indian Trail	4006		3069.5	\$214,865	\$ -	8/14/2019		Grind (tripping hazard)
Y	Indian Trail	4006	8.0	3077.5	\$215,425	\$ 560	8/14/2019	Y	
Y	Indian Trail	4030	5.0	3082.5	\$215,775	\$ 350	8/14/2019	Y	
Y	Indian Trail	4046	5.0	3087.5	\$216,125	\$ 350	8/14/2019	Y	
Y	Indian Trail	4116		3087.5	\$216,125	\$ -	8/14/2019		Grind (tripping hazard)
Y	Indian Trail	4120	28.0	3115.5	\$218,085	\$ 1,960	8/14/2019	Y	
Y	Indian Trail	4129		3115.5	\$218,085	\$ -	8/14/2019		Grind (tripping hazard)
Y	Indian Trail	at Belcourt Dr	15.0	3130.5	\$219,135	\$ 1,050	8/14/2019	Y	
	Indigo Cir	3805	6.0	3136.5	\$219,555	\$ 420	8/14/2019	Y	
	Indigo Cir	3801	7.0	3143.5	\$220,045	\$ 490	8/14/2019	Y	
	Industrial Park Rd	at 808 Airport Rd	14.0	3157.5	\$221,025	\$ 980	8/14/2019	Y	
	Industrial Park Rd	150	11.0	3168.5	\$221,795	\$ 770	8/14/2019	Y	
	Industrial Park Ln	910	4.0	3172.5	\$222,075	\$ 280	8/14/2019	Y	
	Industrial Park Ln	910		3172.5	\$222,075	\$ -	8/14/2019		Grind (tripping hazard)
	Juanita Ave	551	12.0	3184.5	\$222,915	\$ 840	8/14/2019	Y	Being driven over for vehicle (boat) ingress/egress
	Juanita Ave	539		3184.5	\$222,915	\$ -	8/14/2019	Y	
	Juanita Ave	539		3184.5	\$222,915	\$ -	8/14/2019		Grind (tripping hazard)
	Juanita Ave	535		3184.5	\$222,915	\$ -	8/14/2019		Grind (tripping hazard)
	Juanita Ave	536	14.0	3198.5	\$223,895	\$ 980	8/14/2019	Y	

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
	Juanita Ave			3198.5	\$223,895	\$ -	8/14/2019		Grind (tripping hazard)
	Juanita Ave	540		3198.5	\$223,895	\$ -	8/14/2019		Grind (tripping hazard)
	Juanita Ave	552		3198.5	\$223,895	\$ -	8/14/2019		Grind (tripping hazard)
	Juniper St	301	10.0	3208.5	\$224,595	\$ 700	8/14/2019	Y	
	Juniper St	at Juniper Ct	5.0	3213.5	\$224,945	\$ 350	8/14/2019	Y	
	Juniper St	at Juniper Ct		3213.5	\$224,945	\$ -	8/14/2019		Grind (tripping hazard)
	Juniper Ct	825		3213.5	\$224,945	\$ -	8/14/2019		Grind (tripping hazard)
	Juniper Ct	827		3213.5	\$224,945	\$ -	8/14/2019		Grind (tripping hazard)
	Juniper Ct	at Kell-Aire Dr		3213.5	\$224,945	\$ -	8/14/2019		Grind (tripping hazard)
	Kats Ct	4055		3213.5	\$224,945	\$ -	8/14/2019		Grind (tripping hazard)
	Kats Ct	4035		3213.5	\$224,945	\$ -	8/14/2019		Grind (tripping hazard)
	Kel Wen Cir	168	9.0	3222.5	\$225,575	\$ 630	9/6/2019	Y	
	Kel Wen Cir	158		3222.5	\$225,575	\$ -	9/6/2019		Grind (tripping hazard) root heave
	Kel Wen Cir	156		3222.5	\$225,575	\$ -	9/6/2019		Grind (tripping hazard) root heave
	Kel Wen Cir	181	4.0	3226.5	\$225,855	\$ 280	9/6/2019		Grind (tripping hazard)
	Kel Wen Cir	197		3226.5	\$225,855	\$ -	9/6/2019	Y	Transformer Pad
	Kell Aire Dr	804		3226.5	\$225,855	\$ -	9/6/2019		Grind (tripping hazard)
	Kell Aire Dr	838		3226.5	\$225,855	\$ -	9/6/2019		Grind (tripping hazard)
	Kell Aire Dr	846		3226.5	\$225,855	\$ -	9/6/2019		Grind (tripping hazard)
	Kell Aire Dr	864	7.0	3233.5	\$226,345	\$ 490	9/6/2019	Y	
	Kell Aire Dr	879	9.0	3242.5	\$226,975	\$ 630	9/6/2019	Y	
	Kell Aire Dr	at Cannon Ln	6.0	3248.5	\$227,395	\$ 420	9/6/2019	Y	
	Kelly St	at 507 Main St	9.0	3257.5	\$228,025	\$ 630	9/6/2019	Y	
	Kelly St	735	10.0	3267.5	\$228,725	\$ 700	9/6/2019	Y	
	Kelly St	719	10.0	3277.5	\$229,425	\$ 700	9/6/2019	Y	
	Kelly St	Across from duck pond		3277.5	\$229,425	\$ -	9/6/2019		Grind (tripping hazard)
	Kelly St	605	12.0	3289.5	\$230,265	\$ 840	9/6/2019	Y	
	Kelly St	at 502 Benning Dr	7.0	3296.5	\$230,755	\$ 490	9/6/2019	Y	
	N Lakeside Dr	808	5.0	3301.5	\$231,105	\$ 350	9/6/2019	Y	
	N Lakeside Dr	820		3301.5	\$231,105	\$ -	9/6/2019		Grind (tripping hazard)
	N Lakeside Dr	834	2.0	3303.5	\$231,245	\$ 140	9/6/2019	Y	

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
	N Lakeside Dr	842		3303.5	\$231,245	\$ -	9/6/2019		Grind (tripping hazard)
	N Lakeside Dr	827	22.0	3325.5	\$232,785	\$ 1,540	9/6/2019	Y	
	N Lakeside Dr	825		3325.5		\$ -	9/6/2019		Grind (tripping hazard)
	N Lakeside Dr	at Bayou Dr		3325.5	\$232,785	\$ -	9/6/2019		Grind (tripping hazard)
	N Lakeside Dr	817		3325.5	\$232,785	\$ -	9/6/2019		Grind (tripping hazard)
	N Lakeside Dr	811	9.0	3334.5	\$233,415	\$ 630	9/6/2019	Y	
	N Lakeside Dr	809	16.0	3350.5	\$234,535	\$ 1,120	9/6/2019	Y	
	N Lakeside Dr	805		3350.5	\$234,535	\$ -	9/6/2019		Grind (tripping hazard)
	Lan Rob Ln	300		3350.5	\$234,535	\$ -	9/6/2019		Grind (tripping hazard) root heave
	Lan Rob Ln	306	16.0	3366.5	\$235,655	\$ 1,120	9/6/2019	Y	being driven over for vehicle (boat) ingress/egress
	Lan Rob Ln	309	26.0	3392.5	\$237,475	\$ 1,820	9/6/2019	Y	
	Lan Rob Ln	307	11.0	3403.5	\$238,245	\$ 770	9/6/2019	Y	
	Lan Rob Ln	303		3403.5	\$238,245	\$ -	9/6/2019		Grind (tripping hazard)
	Lauren Ct	at 3974 Indian Trail		3403.5	\$238,245	\$ -	9/6/2019		Grind (tripping hazard)
	Lauren Ct	4046		3403.5	\$238,245	\$ -	9/6/2019		Grind (tripping hazard)
	Lauren Ct	4050	7.0	3410.5	\$236,320	\$ 490	9/6/2019		
	Lauren Ct	4057		3410.5	\$238,735	\$ -	9/6/2019		Grind (tripping hazard)
	Lauren Ct	at 339 Skyler Run		3410.5	\$238,735	\$ -	9/6/2019		Grind (tripping hazard)
	Lauren Ct	at 336 Louise Cir	6.0	3416.5	\$239,155	\$ 420	9/6/2019	Y	
	Lauren Ct	4009		3416.5	\$239,155	\$ -	9/6/2019		Grind (tripping hazard)
	Lauren Ct	4007		3416.5	\$239,155	\$ -	9/6/2019		Grind (tripping hazard)
	Lauren Ct	at 349 Louise Cir		3416.5	\$239,155	\$ -	9/6/2019		Grind (tripping hazard)
	Lee Ln	3991		3416.5	\$239,155	\$ -	9/6/2019		Grind (tripping hazard)
	Lee Ln	at 711 Heron Ln		3416.5	\$239,155	\$ -	9/6/2019		Grind (tripping hazard)
Y	Legion Dr	413		3416.5	\$239,155	\$ -	9/6/2019		Grind (tripping hazard)
Y	Legion Dr	at 305 Main St		3416.5	\$239,155	\$ -	9/6/2019	Y	Electric Pullbox
Y	Legion Dr	at 305 main St	10.0	3426.5	\$239,855	\$ 700	9/6/2019	Y	
Y	Legion Dr	723	7.0	3433.5	\$240,345	\$ 490	9/6/2019	Y	
Y	Legion Dr	625	6.0	3439.5	\$240,765	\$ 420	9/6/2019	Y	
Y	Legion Dr	at 221 Beach Dr	9.0	3448.5	\$241,395	\$ 630	9/6/2019	Y	
Y	Legion Dr	710		3448.5	\$241,395	\$ -	9/6/2019		Grind (tripping hazard)

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
Y	Legion Dr	at 245-246 Nautica Way	20.0	3468.5	\$242,795	\$ 1,400	9/6/2019		Grind (tripping hazard) Curb and Road work
Y	Legion Dr	734		3468.5	\$242,795	\$ -	9/6/2019		Grind (tripping hazard)
Y	Legion Dr	at 247 Main St	19.0	3487.5	\$244,125	\$ 1,330	9/6/2019	Y	
	Legion Ct	626	7.0	3494.5	\$244,615	\$ 490	9/6/2019	Y	
	Liriope Loop	316	6.0	3500.5	\$245,035	\$ 420	9/6/2019	Y	
	Lola Cir	144	11.0	3511.5	\$245,805	\$ 770	9/6/2019	Y	
	Lola Cir	164	9.0	3520.5	\$246,435	\$ 630	9/6/2019	Y	
	Lola Cir	at 150 Beach Dr	9.0	3529.5	\$247,065	\$ 630	9/6/2019	Y	
	Lola Cir	169	5.0	3534.5	\$247,415	\$ 350	9/6/2019	Y	
	Louise Cir	349	6.0	3540.5	\$247,835	\$ 420	9/12/2019		Grind (tripping hazard)
	Louise Cir	337		3540.5	\$247,835	\$ -	9/12/2019		Grind (tripping hazard)
	Louise Cir	336	9.0	3549.5	\$248,465	\$ 630	9/12/2019	Y	
	Louise Cir	352		3549.5	\$248,465	\$ -	9/12/2019		Grind (tripping hazard)
Y	Luke Ave.	4428	7.0	3556.5	\$248,955	\$ 490	9/12/2019	Y	
Y	Luke Ave.	4460		3556.5	\$248,955	\$ -	9/12/2019		Grind (tripping hazard)
Y	Luke Ave.	4472		3556.5	\$248,955	\$ -	9/12/2019		Grind (tripping hazard)
Y	Luke Ave.	4480		3556.5	\$248,955	\$ -	9/12/2019		Grind (tripping hazard)
Y	Luke Ave.	4492		3556.5	\$248,955	\$ -	9/12/2019		Grind (tripping hazard)
Y	Luke Ave.	4504	3.0	3559.5	\$249,165	\$ 210	9/12/2019	Y	
Y	Luke Ave.	4510		3559.5	\$249,165	\$ -	9/12/2019		Grind (tripping hazard)
Y	Luke Ave.	4501	14.0	3573.5	\$250,145	\$ 980	9/12/2019	Y	
Y	Luke Ave.	4497	4.0	3577.5	\$250,425	\$ 280	9/12/2019	Y	
Y	Luke Ave.	4495-B	5.0	3582.5	\$250,775	\$ 350	9/12/2019	Y	
Y	Luke Ave.	4495-A		3582.5	\$250,775	\$ -	9/12/2019		Grind (tripping hazard)
Y	Luke Ave.	4493-A		3582.5	\$250,775	\$ -	9/12/2019		Grind (tripping hazard)
Y	Luke Ave.	4489-B		3582.5	\$250,775	\$ -	9/12/2019		Grind (tripping hazard)
Y	Luke Ave.	4485-B		3582.5	\$250,775	\$ -	9/12/2019		Grind (tripping hazard)
Y	Luke Ave.	4481-B		3582.5	\$250,775	\$ -	9/12/2019		Grind (tripping hazard)
Y	Luke Ave.	4471-B		3582.5	\$250,775	\$ -	9/12/2019		Grind (tripping hazard)
Y	Luke Ave.	4463-A	7.0	3589.5	\$251,265	\$ 490	9/12/2019	Y	
Y	Luke Ave.	4445		3589.5	\$251,265	\$ -	9/12/2019		Grind (tripping hazard)

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
Y	Luke Ave.	4427		3589.5	\$251,265	\$ -	9/12/2019		Grind (tripping hazard)
Y	Luke Ave.	4421		3589.5	\$251,265	\$ -	9/12/2019		Grind (tripping hazard)
Y	Main St.	at 833 Harbor Blvd		3589.5	\$251,265	\$ -	9/12/2019		Grind (tripping hazard)
Y	Main St.	at 2000 98 Palms Blvd	7.0	3596.5	\$251,755	\$ 490	9/12/2019	Y	
Y	Main St.	218	22.0	3618.5	\$253,295	\$ 1,540	9/12/2019	Y	
Y	Main St.	at Airport Rd.	35.0	3653.5	\$255,745	\$ 2,450	9/12/2019	Y	
Y	Main St.	504		3653.5	\$255,745	\$ -	9/12/2019		Grind (tripping hazard)
Y	Main St.	508		3653.5	\$255,745	\$ -	9/12/2019		Grind (tripping hazard)
Y	Main St.	520		3653.5	\$255,745	\$ -	9/12/2019		Grind (tripping hazard)
Y	Main St.	at Kelly Lake		3653.5	\$255,745	\$ -	9/12/2019		Grind (tripping hazard)
Y	Main St.	at 701 N Lakeside Dr	13.0	3666.5	\$256,655	\$ 910	9/12/2019	Y	
Y	Main St.	608	11.0	3677.5	\$257,425	\$ 770	9/12/2019	Y	
Y	Main St.	610	10.0	3687.5	\$258,125	\$ 700	9/12/2019	Y	
Y	Main St.	704		3687.5	\$258,125	\$ -	9/12/2019		Grind (tripping hazard)
Y	Main St.	714		3687.5	\$258,125	\$ -	9/12/2019		Grind (tripping hazard)
Y	Main St.	716		3687.5	\$258,125	\$ -	9/12/2019		Grind (tripping hazard)
Y	Main St.	809		3687.5	\$258,125	\$ -	9/12/2019		Grind (tripping hazard)
Y	Main St.	813		3687.5	\$258,125	\$ -	9/12/2019		Grind (tripping hazard)
Y	Main St.	at Joes Bayou		3687.5	\$258,125	\$ -	9/12/2019		Grind (tripping hazard)
Y	Main St.	415	11.0	3698.5	\$258,895	\$ 770	9/12/2019	Y	
Y	Main St.	411		3698.5	\$258,895	\$ -	9/12/2019		Grind (tripping hazard)
Y	Main St.	311	29.0	3727.5	\$260,925	\$ 2,030	9/12/2019	Y	
Y	Main St.	245	8.0	3735.5	\$261,485	\$ 560	9/12/2019	Y	
Y	Main St.	239	3.0	3738.5	\$261,695	\$ 210	9/12/2019	Y	
Y	Main St.	225		3738.5	\$261,695	\$ -	9/12/2019		Grind (tripping hazard)
Y	Main St.	221		3738.5	\$261,695	\$ -	9/12/2019	Y	
Y	Main St.	at 757 Harbor Blvd.	22.0	3760.5	\$263,235	\$ 1,540	9/12/2019	Y	
	Maltezos St.	at Snapper Dr		3760.5	\$263,235	\$ -	9/12/2019		Grind (tripping hazard)
	Maltezos St.	at Sailfish Dr.	6.0	3766.5	\$263,655	\$ 420	9/12/2019	Y	
	Mark St.	85		3766.5	\$263,655	\$ -	9/12/2019		Grind (tripping hazard)

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
	Mark St.	99		3766.5	\$263,655	\$ -	9/12/2019		Grind (tripping hazard)
Y	Matthew Blvd.	at 2709 Scenic Hwy 98	5.0	3771.5	\$264,005	\$ 350	9/11/2019	Y	
Y	Matthew Blvd.	79	5.0	3776.5	\$264,355	\$ 350	9/11/2019	Y	
Y	Matthew Blvd	83		3776.5	\$264,355	\$ -	9/11/2019		Grind (tripping hazard)
Y	Matthew Blvd	85		3776.5	\$264,355	\$ -	9/11/2019		Grind (tripping hazard)
Y	Matthew Blvd	87		3776.5	\$264,355	\$ -	9/11/2019		Grind (tripping hazard)
Y	Matthew Blvd	101	18.0	3794.5	\$265,615	\$ 1,260	9/11/2019	Y	
Y	Matthew Blvd	103-T	23.0	3817.5	\$267,225	\$ 1,610	9/11/2019	Y	
Y	Matthew Blvd	at 34888 Hwy 98	33.0	3850.5	\$269,535	\$ 2,310	9/11/2019	Y	
	Mesa Rd.	3860		3850.5	\$269,535	\$ -	9/11/2019		Grind (tripping hazard)
	Mesa Rd.	3868		3850.5	\$269,535	\$ -	9/11/2019		Grind (tripping hazard)
	Mesa Rd.	3904		3850.5	\$269,535	\$ -	9/11/2019		Grind (tripping hazard)
	Mesa Rd.	3932		3850.5	\$269,535	\$ -	9/11/2019		Grind (tripping hazard)
	Mesa Rd.	3940		3850.5	\$269,535	\$ -	9/11/2019		Grind (tripping hazard)
	Mesa Rd.	West of 3940		3850.5	\$269,535	\$ -	9/11/2019		Grind (tripping hazard) (root heave)
	Mesa Rd.	East of 3913		3850.5	\$269,535	\$ -	9/11/2019		Grind (tripping hazard)
	Mesa Rd.	3907		3850.5	\$269,535	\$ -	9/11/2019	Y	
	Mesa Rd.	3919	11.0	3861.5	\$270,305	\$ 770	9/11/2019	Y	
	Mesa Rd.	3948	17.0	3878.5	\$271,495	\$ 1,190	9/11/2019	Y	
	Mesa Rd.	3927		3878.5	\$271,495	\$ -	9/11/2019		Grind (tripping hazard)
	Mesa Rd.	3869		3878.5	\$271,495	\$ -	9/11/2019		Grind (tripping hazard)
	Mesa Rd.	at 370 Sonora Rd.		3878.5	\$271,495	\$ -	9/11/2019		Grind (tripping hazard)
	Misty Way	3757	7.0	3885.5	\$271,985	\$ 490	9/11/2019	Y	
	Misty Way	3767		3885.5	\$271,985	\$ -	9/11/2019		Grind (tripping hazard)
	Misty Way	3811	11.0	3896.5	\$272,755	\$ 770	9/11/2019	Y	
	Misty Way	3833		3896.5	\$272,755	\$ -	9/11/2019		Grind (driveway tripping hazard)
	Misty Way	3848		3896.5	\$272,755	\$ -	9/11/2019	Y	
	Misty Way	3842		3896.5	\$272,755	\$ -	9/11/2019	Y	
	Misty Way	3838	8.0	3904.5	\$273,315	\$ 560	9/11/2019	Y	
	Misty Way	3818		3904.5	\$273,315	\$ -	9/11/2019		Grind (tripping hazard)
	Misty Way	3806		3904.5	\$273,315	\$ -	9/11/2019		Grind (tripping hazard)

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
	Misty Way	3804		3904.5	\$273,315	\$ -	9/11/2019		Grind (tripping hazard)
	Misty Way	3798		3904.5	\$273,315	\$ -	9/11/2019		Grind (tripping hazard)
	Misty Way	3790		3904.5	\$273,315	\$ -	9/11/2019		Grind (tripping hazard)
	Misty Way	3787		3904.5	\$273,315	\$ -	9/11/2019		Grind (tripping hazard)
	Misty Way.	3772		3904.5	\$273,315	\$ -	9/11/2019		Grind (tripping hazard)
	Misty Ct.	213		3904.5	\$273,315	\$ -	9/11/2019	Y	
	Monique Ct	3637	10.0	3914.5	\$274,015	\$ 700	9/11/2019	Y	
	Monique Ct.	3635		3914.5	\$274,015	\$ -	9/11/2019		Grind (tripping hazard)
	Moreno Pt. Rd.	18	15.0	3929.5	\$275,065	\$ 1,050	9/11/2019	Y	
	Moreno Pt. Rd.	at 622 Choctaw Dr.	34.0	3963.5	\$277,445	\$ 2,380	9/11/2019	Y	
	Moreno Pt. Rd.	at 620 Magnolia Dr.	49.0	4012.5	\$280,875	\$ 3,430	9/11/2019	Y	
	Moreno Pt. Rd.	629	8.0	4020.5	\$281,435	\$ 560	9/11/2019	Y	
Y	Mountain Dr.	619		4020.5	\$281,435	\$ -	9/11/2019		Grind (tripping hazard)
Y	Mountain Dr.	617		4020.5	\$281,435	\$ -	9/11/2019		Grind (tripping hazard)
Y	Mountain Dr.	615	15.0	4035.5	\$282,485	\$ 1,050	9/11/2019	Y	
Y	Mountain Dr.	613		4035.5	\$282,485	\$ -	9/11/2019		Grind (tripping hazard)
Y	Mountain Dr.	607	10.0	4045.5	\$283,185	\$ 700	9/11/2019	Y	
Y	Mountain Dr.	614		4045.5	\$283,185	\$ -	9/11/2019		Grind (tripping hazard)
Y	Mountain Dr.	626		4045.5	\$283,185	\$ -	9/11/2019		Grind (tripping hazard)
Y	Mountain Dr.	5		4045.5	\$283,185	\$ -	9/11/2019		Grind (tripping hazard)
	Muskogee Ln.	3		4045.5	\$283,185	\$ -	9/11/2019		Grind (tripping hazard)
	Muskogee Ln.	at 65 Indian Bayou Dr	15.0	4060.5	\$284,235	\$ 1,050	9/11/2019	Y	
	Muskogee Ln.	4		4060.5	\$284,235	\$ -	9/11/2019		Grind (tripping hazard)
	Muskogee Ln	4	6.0	4066.5	\$284,655	\$ 420	9/11/2019	Y	
	Nautica Way	233		4066.5	\$284,655	\$ -	9/11/2019	Y	
	Norriego Pt. Rd.	18	9.0	4075.5	\$285,285	\$ 630	9/11/2019	Y	
	Norriego Pt. Rd.	at Lift Station		4075.5	\$285,285	\$ -	9/11/2019		Grind (tripping hazard)
	Norriego Pt. Rd.	at Vera Cruz Dr.	9.0	4084.5	\$285,915	\$ 630	9/11/2019	Y	
	Norriego Pt. Rd.	3	20.0	4104.5	\$287,315	\$ 1,400	9/11/2019	Y	
	Norriego Pt. Rd.	1	8.0	4112.5	\$287,875	\$ 560	9/11/2019	Y	

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
	Ocala Ct.	at 15 Indian Bayou Dr.		4112.5	\$287,875	\$ -	9/11/2019		Grind (tripping hazard)
	Ocala Ct.	at 15 Indian Bayou Dr.	14.0	4126.5	\$288,855	\$ 980	9/11/2019	Y	
	Ocala Ct.	13		4126.5	\$288,855	\$ -	9/11/2019	Y	Water Meter creating tripping hazard
	Ocala Ct.	11		4126.5	\$288,855	\$ -	9/11/2019		Grind (tripping hazard)
	Okeechobee Ct.	at 149 Country Club W		4126.5	\$288,855	\$ -	9/11/2019		Grind (tripping hazard) (root heave)
	Okeechobee Ct.	4	9.0	4135.5	\$289,485	\$ 630	9/11/2019	Y	
	Okeechobee Ct.	5		4135.5	\$289,485	\$ -	9/11/2019		Grind (tripping hazard)
	Okeechobee Ct.	3		4135.5	\$289,485	\$ -	9/11/2019		Grind (tripping hazard)
	Okeechobee Ct.	at 145 Country Club W		4135.5	\$289,485	\$ -	9/11/2019		Grind (tripping hazard) (root heave)
	Oleander Ave	334		4135.5	\$289,485	\$ -	9/11/2019		Grind (tripping hazard)
	Oleander Ave.	336		4135.5	\$289,485	\$ -	9/11/2019		Grind (tripping hazard)
	Osage Ct.	28		4135.5	\$289,485	\$ -	9/11/2019		Grind (tripping hazard)
	Osage Ct.	32		4135.5	\$289,485	\$ -	9/11/2019		Grind (tripping hazard) Major Root Heave
	Osage Ct.	at 34 Indian Bayou Dr.		4135.5	\$289,485	\$ -	9/11/2019		Grind (tripping hazard)
	Overstreet Dr.	at 540 Juanita Ave.		4135.5	\$289,485	\$ -	9/11/2019		Grind (tripping hazard)
	Overstreet Dr.	435	9.0	4144.5	\$290,115	\$ 630	9/11/2019	Y	
	Overstreet Dr.	431		4144.5	\$290,115	\$ -	9/11/2019		Grind (tripping hazard)
	Overstreet Dr.	411		4144.5	\$290,115	\$ -	9/11/2019		Grind (tripping hazard)
	Pahokee Ln.	at 63 Country Club E		4144.5	\$290,115	\$ -	9/11/2019		Grind (tripping hazard)
	Pahokee Ln.	4		4144.5	\$290,115	\$ -	9/11/2019		Grind (tripping hazard)
	Pahokee Ln.	6	11.0	4155.5	\$290,885	\$ 770	9/11/2019	Y	
	Pahokee Ln.	3		4155.5	\$290,885	\$ -	9/11/2019		Grind (tripping hazard)
	Pahokee Ln.	3	22.0	4177.5	\$292,425	\$ 1,540	9/11/2019	Y	
	Palm St.	117		4177.5	\$292,425	\$ -	9/19/2019		Grind (tripping hazard)
	Palm St.	117	5.0	4182.5	\$292,775	\$ 350	9/19/2019	Y	
	Palmetto St.	at Lift Station	11.0	4193.5	\$293,545	\$ 770	9/19/2019	Y	
	Palmetto St.	120		4193.5	\$293,545	\$ -	9/19/2019		Grind (tripping hazard)
	Park Ct.	522		4193.5	\$293,545	\$ -	9/19/2019		Grind (tripping hazard)

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
	Park Ct.	522	5.0	4198.5	\$293,895	\$ 350	9/19/2019	Y	
	Park Ct.	524	5.0	4203.5	\$294,245	\$ 350	9/19/2019	Y	
	Park Ct.	526		4203.5	\$294,245	\$ -	9/19/2019		Grind (tripping hazard)
	Park Ct.	536	16.0	4219.5	\$295,365	\$ 1,120	9/19/2019	Y	
	Park Ct.	544	5.0	4224.5	\$295,715	\$ 350	9/19/2019	Y	
	Park Ct.	548	10.0	4234.5	\$296,415	\$ 700	9/19/2019	Y	
	Pelican Pl.	303	5.0	4239.5	\$296,765	\$ 350	9/19/2019	Y	
	Pelican Pl.	311	6.0	4245.5	\$297,185	\$ 420	9/19/2019	Y	
	Pine Ridge Trace	39	6.0	4251.5	\$297,605	\$ 420	9/19/2019	Y	
	Pine Ridge Trace	89		4251.5	\$297,605	\$ -	9/19/2019		Grind (tripping hazard)
	Pine Ridge Trace	91		4251.5	\$297,605	\$ -	9/19/2019		Grind (tripping hazard)
	Pine Ridge Trace	93	8.0	4259.5	\$298,165	\$ 560	9/19/2019	Y	
	Pine Ridge Trace	44		4259.5	\$298,165	\$ -	9/19/2019		Grind (tripping hazard)
	Pompano St.	86		4259.5	\$298,165	\$ -	9/19/2019		Grind (tripping hazard)
	Pompano St.	at 3291 Scenic Hwy 98	12.0	4271.5	\$299,005	\$ 840	9/19/2019	Y	
	Primrose Cir.	302		4271.5	\$299,005	\$ -	9/19/2019		Grind (tripping hazard)
	Primrose Cir.	318		4271.5	\$299,005	\$ -	9/19/2019		Grind (tripping hazard)
	Primrose Cir.	412	14.0	4285.5	\$299,985	\$ 980	9/19/2019	Y	
	Primrose Cir.	414		4285.5	\$299,985	\$ -	9/19/2019		Grind (tripping hazard)
	Primrose Cir.	429		4285.5	\$299,985	\$ -	9/19/2019		Grind (tripping hazard)
	Primrose Cir.	417		4285.5	\$299,985	\$ -	9/19/2019		Grind (tripping hazard)
	Primrose Cir.	413	8.0	4293.5	\$300,545	\$ 560	9/19/2019	Y	
	Primrose Cir.	305	6.0	4299.5	\$300,965	\$ 420	9/19/2019	Y	
	Primrose Cir.	305		4299.5	\$300,965	\$ -	9/19/2019		Grind (tripping hazard)
	Primrose Ln.	at 302 Primrose Cir.		4299.5	\$300,965	\$ -	9/19/2019		Grind (tripping hazard)
	Quail Cir.	1106		4299.5	\$300,965	\$ -	9/19/2019		Grind (tripping hazard)
	Quail Cir.	1110	11.0	4310.5	\$301,735	\$ 770	9/19/2019	Y	
	Quail Cir.	1126	17.0	4327.5	\$302,925	\$ 1,190	9/19/2019	Y	
	Quail Cir.	1115	24.0	4351.5	\$304,605	\$ 1,680	9/19/2019	Y	
	Quail Cir.	1111		4351.5	\$304,605	\$ -	9/19/2019		Grind (tripping hazard)

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
	Quail Cir.	1111	12.0	4363.5	\$305,445	\$ 840	9/19/2019	Y	
	Quail Lake Blvd.	at 1207 Quail Wood Dr.	12.0	4375.5	\$306,285	\$ 840	9/19/2019	Y	
	Quail Ridge Dr.	1220		4375.5	\$306,285	\$ -	9/19/2019		Grind (tripping hazard)
	Quail Ridge Dr.	1220	5.0	4380.5	\$306,635	\$ 350	9/19/2019	Y	
	Quail Ridge Dr.	1222		4380.5	\$306,635	\$ -	9/19/2019		Grind (tripping hazard)
	Quail Ridge Dr.	1224	5.0	4385.5	\$306,985	\$ 350	9/19/2019	Y	
	Quail Ridge Dr.	1224		4385.5	\$306,985	\$ -	9/19/2019		Grind (tripping hazard)
	Quail Ridge Dr.	1226		4385.5	\$306,985	\$ -	9/19/2019		Grind (tripping hazard)
	Quail Ridge Dr.	1230		4385.5	\$306,985	\$ -	9/19/2019		Grind (tripping hazard)
	Quail Ridge Dr.	1221		4385.5	\$306,985	\$ -	9/19/2019		Grind (tripping hazard)
	Quail Wood Dr.	1214	12.0	4397.5	\$307,825	\$ 840	9/19/2019	Y	
	Quail Wood Dr.	1209		4397.5	\$307,825	\$ -	9/19/2019		Grind (tripping hazard)
	Quail Wood Dr.	1207	6.0	4403.5	\$308,245	\$ 420	9/19/2019	Y	
Y	Regatta Bay Blvd.	at 4653 Gulfstarr Dr	4.0	4407.5	\$308,525	\$ 280	9/19/2019	Y	
Y	Regatta Bay Blvd.	at 4601 Woodward Dr		4407.5	\$308,525	\$ -	9/19/2019		Grind (tripping hazard)
Y	Regatta Bay Blvd.	at 4598 Woodward Dr.		4407.5	\$308,525	\$ -	9/19/2019		Grind (tripping hazard)
Y	Regatta Bay Blvd.	at 4553 Woodward Dr.		4407.5	\$308,525	\$ -	9/19/2019		Grind (tripping hazard)
Y	Restaurant Row	at Sterling Shores Entrance		4407.5	\$308,525	\$ -	9/19/2019		Grind (tripping hazard)
Y	Restaurant Row	at Lift Station		4407.5	\$308,525	\$ -	9/19/2019		Grind (tripping hazard)
Y	Restaurant Row	at Candy Maker		4407.5	\$308,525	\$ -	9/19/2019		Grind (tripping hazard)
	Ridgewood Cir.	416	9.0	4416.5	\$309,155	\$ 630	9/19/2019	Y	
	Ridgewood Cir.	433	9.0	4425.5	\$309,785	\$ 630	9/19/2019	Y	
	Ridgewood Cir.	at 300 Lan Rob Ln.	17.0	4442.5	\$310,975	\$ 1,190	9/19/2019	Y	
	Rue De Etretat	1		4442.5	\$310,975	\$ -	9/19/2019		Grind (tripping hazard)
	Rue De Etretat	7		4442.5	\$310,975	\$ -	9/19/2019		Grind (tripping hazard)
	Rue De Etretat	11		4442.5	\$310,975	\$ -	9/19/2019		Grind (tripping hazard)
	Rue De Etretat	11	6.0	4448.5	\$311,395	\$ 420	9/19/2019	Y	
	Rue De Etretat	13		4448.5	\$311,395	\$ -	9/19/2019		Grind (tripping hazard)

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
	Rue De Etretat	18		4448.5	\$311,395	\$ -	9/19/2019		Grind (tripping hazard)
	Rue De Etretat	8		4448.5	\$311,395	\$ -	9/19/2019		Grind (tripping hazard)
	Rue De Etretat	4	8.0	4456.5	\$311,955	\$ 560	9/19/2019	Y	
	Rue De Etretat	2		4456.5	\$311,955	\$ -	9/19/2019		Water Meter (tripping hazard)
	Rue DHonfleur	at 13 Rue De Etretat		4456.5	\$311,955	\$ -	9/19/2019		Grind (tripping hazard)
	Rue Dhonfleur	54		4456.5	\$311,955	\$ -	9/19/2019		Grind (tripping hazard)
	Rue D Honfleur	54	10.0	4466.5	\$312,655	\$ 700	9/19/2019	Y	
	Sailfish Cir.	319		4466.5	\$312,655	\$ -	9/19/2019		Grind (tripping hazard)
	Sailfish Cir.	321		4466.5	\$312,655	\$ -	9/19/2019		Grind (tripping hazard)
	Sailfish Cir.	331		4466.5	\$312,655	\$ -	9/19/2019		Grind (tripping hazard)
	Sailfish Cir.	330	11.0	4477.5	\$313,425	\$ 770	9/19/2019	Y	
	Sailfish Cir.	316		4477.5	\$313,425	\$ -	9/19/2019		Grind (tripping hazard)
	Sailfish Dr.	349	19.0	4496.5	\$314,755	\$ 1,330	9/19/2019		Being driven over for vehicle ingress/egress
	Sailfish Dr.	355		4496.5	\$314,755	\$ -	9/19/2019		Grind (tripping hazard)
	Sailfish Dr.	357		4496.5	\$314,755	\$ -	9/19/2019		Grind (tripping hazard)
	Sailfish Dr.	363		4496.5	\$314,755	\$ -	9/19/2019		Grind (tripping hazard)
	Sandalwood Dr.	201		4496.5	\$314,755	\$ -	9/19/2019	Y	
	Sandalwood Dr.	201		4496.5	\$314,755	\$ -	9/19/2019		Grind (tripping hazard)
Y	Scenic 98	2708	10.0	4506.5	\$315,455	\$ 700	9/19/2019	Y	
Y	Scenic 98	2780		4506.5	\$315,455	\$ -	9/19/2019		Grind (tripping hazard)
Y	Scenic 98	2942	48.0	4554.5	\$318,815	\$ 3,360	9/19/2019	Y	
Y	Scenic 98	2982	21.0	4575.5	\$320,285	\$ 1,470	9/19/2019	Y	
Y	Scenic 98	2984	16.0	4591.5	\$321,405	\$ 1,120	9/19/2019	Y	
Y	Scenic 98	2996	31.0	4622.5	\$323,575	\$ 2,170	9/19/2019	Y	
Y	Scenic 98	3184	15.0	4637.5	\$324,625	\$ 1,050	9/19/2019	Y	
Y	Scenic 98	at Pompano Bch Access		4637.5	\$324,625	\$ -	9/19/2019		Grind (tripping hazard)
Y	Scenic 98	3290	20.0	4657.5	\$326,025	\$ 1,400	9/19/2019	Y	
Y	Scenic 98	at 4700 Ocean Blvd.	22.0	4679.5	\$327,565	\$ 1,540	9/19/2019	Y	
Y	Scenic 98	at 4850 Ocean Blvd.	14.0	4693.5	\$328,545	\$ 980	9/19/2019	Y	

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
Y	Scenic 98	at 4836 Ocean Blvd.	28.0	4721.5	\$330,505	\$ 1,960	9/19/2019	Y	
Y	Scenic 98	at 4828 Ocean Blvd	18.0	4739.5	\$331,765	\$ 1,260	9/19/2019	Y	
Y	Scenic 98	at 4775 Ocean Blvd.		4739.5	\$331,765	\$ -	9/19/2019	Y	
Y	Scenic 98	3720	33.0	4772.5	\$334,075	\$ 2,310	9/19/2019		Pedestrian Bridge(Trex boards cupped and warped)
Y	Scenic 98	at 4652 Destiny Way	20.0	4792.5	\$335,475	\$ 1,400	9/19/2019	Y	
Y	Scenic 98	at 4480 Ocean View Dr	16.0	4808.5	\$336,595	\$ 1,120	9/19/2019	Y	
	Sea View Dr.	620		4808.5	\$336,595	\$ -	9/19/2019		Grind (tripping hazard)
	Sea View Dr.	624		4808.5	\$336,595	\$ -	9/19/2019		Grind (tripping hazard)
	Sea View Dr.	626		4808.5	\$336,595	\$ -	9/19/2019		Grind (tripping hazard)
	Sea View Dr.	628		4808.5	\$336,595	\$ -	9/19/2019		Grind (tripping hazard)
	Sea View Dr.	628	11.0	4819.5	\$337,365	\$ 770	9/19/2019	Y	
	Sea View Dr.	630	7.0	4826.5	\$337,855	\$ 490	9/19/2019	Y	
	Sea View Dr.	634		4826.5	\$337,855	\$ -	9/19/2019		Grind (tripping hazard)
	Sea View Dr.	638		4826.5	\$337,855	\$ -	9/19/2019		Grind (tripping hazard)
	Sea View Dr.	640	7.0	4833.5	\$338,345	\$ 490	9/19/2019	Y	
	Sea View Dr.	640		4833.5	\$338,345	\$ -	9/19/2019		Grind (tripping hazard)
	Sea View Dr.	642		4833.5	\$338,345	\$ -	9/19/2019		Grind (tripping hazard)
	Sea View Dr.	639	10.0	4843.5	\$339,045	\$ 700	9/19/2019	Y	
	Sea View Dr.	633		4843.5	\$339,045	\$ -	9/19/2019		Grind (tripping hazard)
	Sea View Dr.	629	4.0	4847.5	\$339,325	\$ 280	9/19/2019	Y	
	Sea View Dr.	627		4847.5	\$339,325	\$ -	9/19/2019		Grind (tripping hazard)
	Sea View Dr.	619	6.0	4853.5	\$339,745	\$ 420	9/19/2019	Y	
	Sea View Cir.	600		4853.5	\$339,745	\$ -	9/19/2019		Water Meter creating tripping hazard
	Sea View Cir.	602	8.0	4861.5	\$340,305	\$ 560	9/19/2019	Y	
	Sea View Cir.	604	28.0	4889.5	\$342,265	\$ 1,960	9/19/2019	Y	
	Sea Oats Dr.	600		4889.5	\$342,265	\$ -	9/19/2019		Water Meter creating tripping hazard
	Sea Oats Dr.	602	12.0	4901.5	\$343,105	\$ 840	9/19/2019	Y	
	Sea Oats Dr.	604		4901.5	\$343,105	\$ -	9/19/2019		Grind (tripping hazard)
	Sea Oats Dr.	612	14.0	4915.5	\$344,085	\$ 980	9/19/2019	Y	

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
	Sea Oats Dr.	622		4915.5	\$344,085	\$ -	9/19/2019		Grind (tripping hazard)
	Sea Oats Dr.	619		4915.5	\$344,085	\$ -	9/19/2019		Grind (tripping hazard)
	Sea Oats Dr.	617	4.0	4919.5	\$344,365	\$ 280	9/19/2019	Y	
	Sea Oats Dr.	617		4919.5	\$344,365	\$ -	9/19/2019		Grind (tripping hazard)
	Sea Oats Dr.	607		4919.5	\$344,365	\$ -	9/19/2019		Grind (tripping hazard)
	Seagull Ln.	307		4919.5	\$344,365	\$ -	9/19/2019		Grind (tripping hazard)
	Seagull Ln.	305	16.0	4935.5	\$345,485	\$ 1,120	9/19/2019	Y	
	Seagull Ln.	303		4935.5	\$345,485	\$ -	9/19/2019		Grind (tripping hazard)
	Seagull Ln.	303	12.0	4947.5	\$346,325	\$ 840	9/19/2019	Y	
	Second Ave.	619	21.0	4968.5	\$347,795	\$ 1,470	9/19/2019	Y	
	Second Ave.	615		4968.5	\$347,795	\$ -	9/19/2019	Y	
	Second Ave.	at 612 Fifth St.	10.0	4978.5	\$348,495	\$ 700	9/19/2019	Y	
Y	Sibert Ave.	at 3588 Grand Oaks Way	8.0	4986.5	\$349,055	\$ 560	9/19/2019	Y	
Y	Sibert Ave.	217	26.0	5012.5	\$350,875	\$ 1,820	9/19/2019	Y	
Y	Sibert Ave.	127	15.0	5027.5	\$351,925	\$ 1,050	9/19/2019	Y	
Y	Sibert Ave.	119	35.0	5062.5	\$354,375	\$ 2,450	9/19/2019	Y	
Y	Sibert Ave.	at Zerbe St.	25.0	5087.5	\$356,125	\$ 1,750	9/19/2019	Y	
Y	Sibert Ave.	at 100 Calhoun Ave.	101.0	5188.5	\$363,195	\$ 7,070	9/19/2019	Y	Being driven over to reach parking area
Y	Sibert Ave.	at Cross St.		5188.5	\$363,195	\$ -	9/19/2019		Grind (tripping hazard)
Y	Sibert Ave.	557	4.0	5192.5	\$363,475	\$ 280	9/19/2019	Y	
Y	Sibert Ave.	555	16.0	5208.5	\$364,595	\$ 1,120	9/19/2019	Y	
Y	Sibert Ave.	547		5208.5	\$364,595	\$ -	9/19/2019		Grind (tripping hazard)
Y	Sibert Ave.	541		5208.5	\$364,595	\$ -	9/19/2019		Grind (tripping hazard)
Y	Sibert Ave.	535		5208.5	\$364,595	\$ -	9/19/2019		Grind (tripping hazard)
	Snapper Dr.	449		5208.5	\$364,595	\$ -	10/4/2019		Grind (tripping hazard)
	Snapper Dr.	427		5208.5	\$364,595	\$ -	10/4/2019		Grind (tripping hazard)
	Snapper Dr.	411	13.0	5221.5	\$365,505	\$ 910	10/4/2019	Y	
	Snapper Dr.	321		5221.5	\$365,505	\$ -	10/4/2019		Grind (tripping hazard)
	Snapper Dr.	430	6.0	5227.5	\$365,925	\$ 420	10/4/2019	Y	
	Snapper dr.	403		5227.5	\$365,925	\$ -	10/4/2019		Water Meter creating tripping hazard

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
	Spring Ln.	418	19.0	5246.5	\$367,255	\$ 1,330	10/4/2019	Y	
	Spring Lake Dr	793	4.0	5250.5	\$367,535	\$ 280	10/4/2019	Y	
Y	Stahlman Ave.	339		5250.5	\$367,535	\$ -	10/4/2019		Grind (tripping hazard)
Y	Stahlman Ave.	297		5250.5	\$367,535	\$ -	10/4/2019		Grind (tripping hazard)
Y	Stahlman Ave.	291	5.0	5255.5	\$367,885	\$ 350	10/4/2019	Y	
Y	Stahlman Ave.	283	6.0	5261.5	\$368,305	\$ 420	10/4/2019	Y	
Y	Stahlman Ave.	281		5261.5	\$368,305	\$ -	10/4/2019		Grind (tripping hazard)
Y	Stahlman Ave.	271		5261.5	\$368,305	\$ -	10/4/2019		Grind (tripping hazard)
Y	Stahlman Ave.	at 101 Forest St.	17.0	5278.5	\$369,495	\$ 1,190	10/4/2019	Y	
Y	Stahlman Ave.	193	22.0	5300.5	\$371,035	\$ 1,540	10/4/2019	Y	
Y	Stahlman Ave.	185		5300.5	\$371,035	\$ -	10/4/2019		Grind (tripping hazard)
Y	Stahlman Ave.	at 101 Stahlman Ave.	12.0	5312.5	\$371,875	\$ 840	10/4/2019	Y	
Y	Stahlman Ave.	292		5312.5	\$371,875	\$ -	10/4/2019		Grind (tripping hazard)
Y	Stahlman Ave.	294		5312.5	\$371,875	\$ -	10/4/2019		Grind (tripping hazard)
Y	Stahlman Ave.	296		5312.5	\$371,875	\$ -	10/4/2019	Y	
	Sterling Ct.	at 4110 Burning Tree Dr.	11.0	5323.5	\$372,645	\$ 770	10/4/2019	Y	
	Stingray St.	69		5323.5	\$372,645	\$ -	10/4/2019		xwalk uneven with driveway
	Stingray St.	79		5323.5	\$372,645	\$ -	10/4/2019	Y	
	Stingray St.	at 4510 John Ave.		5323.5	\$372,645	\$ -	10/4/2019		Water Meter creating tripping hazard
	Sunsail Cir.	4635	18.0	5341.5	\$373,905	\$ 1,260	10/4/2019	Y	
	Sunsail Cir.	4640		5341.5	\$373,905	\$ -	10/4/2019		Grind (tripping hazard)
	Tarpon St.	66		5341.5	\$373,905	\$ -	10/4/2019		Water Meter creating tripping hazard
	Tarpon St.	at 3291 Scenic Hwy 98	6.0	5347.5	\$374,325	\$ 420	10/4/2019	Y	
	Teepee Ct.	4		5347.5	\$374,325	\$ -	10/4/2019		Grind (tripping hazard)
	Third Ave.	at 607 Kelly St.	20.0	5367.5	\$375,725	\$ 1,400	10/4/2019	Y	
	Third Ave.	606	23.0	5390.5	\$377,335	\$ 1,610	10/4/2019	Y	
	Third St.	604	20.0	5410.5	\$378,735	\$ 1,400	10/4/2019	Y	
	Tomahawk Ct.	at 117 Indian Bayou Dr.		5410.5	\$378,735	\$ -	10/4/2019		Grind (tripping hazard)
	Tomahawk Ct.	4		5410.5	\$378,735	\$ -	10/4/2019		Grind (tripping hazard)

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
	Trista Terrace Ct.	99		5410.5	\$378,735	\$ -	10/4/2019		Grind (tripping hazard)
	Trista Terrace Ct.	103		5410.5	\$378,735	\$ -	10/4/2019		Grind (tripping hazard)
	Trista Terrace Ct.	113		5410.5	\$378,735	\$ -	10/4/2019		Grind (tripping hazard)
	Trista Terrace Ct.	114		5410.5	\$378,735	\$ -	10/4/2019		Grind (tripping hazard)
	Trista Terrace Ct.	104		5410.5	\$378,735	\$ -	10/4/2019		Grind (tripping hazard)
	Twin Lakes Ln.	248	4.0	5414.5	\$379,015	\$ 280	10/7/2019	Y	
	Twin Lakes Ln.	242		5414.5	\$379,015	\$ -	10/7/2019		Grind (tripping hazard)
	Twin Lakes Ln.	at Lift Station		5414.5	\$379,015	\$ -	10/7/2019	Y	
	Twin Lakes Ln.	at Townhome Ent.		5414.5	\$379,015	\$ -	10/7/2019		Grind (tripping hazard)
	Twin Lakes Ln.	along east side of road		5414.5	\$379,015	\$ -	10/7/2019		Grind (tripping hazard)
	Vintage Cir.	700		5414.5	\$379,015	\$ -	10/7/2019		Water Meter creating tripping hazard
	Vintage Cir.	702		5414.5	\$379,015	\$ -	10/7/2019		Grind (tripping hazard)
	Vintage Cir.	704		5414.5	\$379,015	\$ -	10/7/2019		Grind (tripping hazard)
	Vintage Cir.	716	6.0	5420.5	\$379,435	\$ 420	10/7/2019	Y	
	Vintage Cir.	726		5420.5	\$379,435	\$ -	10/7/2019		Grind (tripping hazard)
	Vintage Cir.	728		5420.5	\$379,435	\$ -	10/7/2019		Grind (tripping hazard)
	Vintage Cir.	730		5420.5	\$379,435	\$ -	10/7/2019		Grind (tripping hazard)
	Vintage Cir.	732		5420.5	\$379,435	\$ -	10/7/2019		Grind (tripping hazard)
	Vintage Cir.	734		5420.5	\$379,435	\$ -	10/7/2019		Water Meter creating tripping hazard
	Vintage Cir.	752		5420.5	\$379,435	\$ -	10/7/2019		Grind (tripping hazard)
	Vintage Cir.	754		5420.5	\$379,435	\$ -	10/7/2019		Grind (tripping hazard)
	Vintage Cir.	756		5420.5	\$379,435	\$ -	10/7/2019		Grind (tripping hazard)
	Vintage Cir.	760		5420.5	\$379,435	\$ -	10/7/2019		Grind (tripping hazard)
	Vintage Cir.	762	54.0	5474.5	\$383,215	\$ 3,780	10/7/2019	Y	
	Vintage Cir.	717		5474.5	\$383,215	\$ -	10/7/2019		Grind (tripping hazard)
	Vintage Cir.	715		5474.5	\$383,215	\$ -	10/7/2019		Grind (tripping hazard)
	Vintage Cir.	705		5474.5	\$383,215	\$ -	10/7/2019		Grind (tripping hazard)
	Vintage Cir.	763	8.0	5482.5	\$383,775	\$ 560	10/7/2019	Y	
	Vintage Ct.	711		5482.5	\$383,775	\$ -	10/7/2019		Grind (tripping hazard)
	Weekeewachee Cir.	6		5482.5	\$383,775	\$ -	10/7/2019		Grind (tripping hazard)
	Weekeewachee Cir.	6	13.0	5495.5	\$384,685	\$ 910	10/7/2019	Y	

City of Destin									
Department of Public Services									
Sidewalk Deficiencies 2019									
Main Rd = Collector Class, \$70/lf based on assumption of avg 6' width (new materials & demo)									
\$395,395 for All, \$187,215 on Collector Class Streets only									
Main Rd?	Roadway	Address	Sidewalk repair Approx LF	Cum LF of Sidewalk repair	Approx Cum Cost @ \$70 lf for 6 ft wide path	This section alone	Date Identified	Contractor repair?	Comments
	Weekeewachee Cir.	15	5.0	5500.5	\$385,035	\$ 350	10/7/2019	Y	
	Weekeewachee Cir.	15		5500.5	\$385,035	\$ -	10/7/2019		Grind (tripping hazard)
	Weekeewachee Cir.	5	17.0	5517.5	\$386,225	\$ 1,190	10/7/2019	Y	
	Weekeewachee Cir.	5		5517.5	\$386,225	\$ -	10/7/2019		Grind (tripping hazard)
	Welaka Ct.	at 75 Indian Bayou Dr.		5517.5	\$386,225	\$ -	10/7/2019		Grind (tripping hazard)
	Welaka Ct.	4	9.0	5526.5	\$386,855	\$ 630	10/7/2019	Y	
	Welaka Ct.	8	11.0	5537.5	\$387,625	\$ 770	10/7/2019	Y	
	Welaka Ct.	7	10.0	5547.5	\$388,325	\$ 700	10/7/2019	Y	
	Welaka Ct.	7		5547.5	\$388,325	\$ -	10/7/2019		Water Meter creating tripping hazard
	Whippoorwill Ln.	700		5547.5	\$388,325	\$ -	10/7/2019		Grind (tripping hazard)
	Whippoorwill Ln.	at 421 Lee Ln.	13.0	5560.5	\$389,235	\$ 910	10/7/2019	Y	
	Whippoorwill Ln.	708		5560.5	\$389,235	\$ -	10/7/2019		Grind (tripping hazard)
	Whippoorwill Ln.	at 710 Spring Ln	14.0	5574.5	\$390,215	\$ 980	10/7/2019	Y	
	Windstarr Dr.	4670	16.0	5590.5	\$391,335	\$ 1,120	10/7/2019	Y	
	Windstarr Dr.	4621	7.0	5597.5	\$391,825	\$ 490	10/7/2019	Y	
	Windstarr Dr.	4617		5597.5	\$391,825	\$ -	10/7/2019		Grind (tripping hazard)
	Woodward St.	104		5597.5	\$391,825	\$ -	10/7/2019		Grind (tripping hazard)
	Zerbe St.	100 Calhoun Ave.	20.0	5617.5	\$393,225	\$ 1,400	10/7/2019	Y	
	Zerbe St.	at Gas Co parcel	21.0	5638.5	\$394,695	\$ 1,470	10/7/2019	Y	
	Zerbe St.	820-A	10.0	5648.5	\$395,395	\$ 700	10/7/2019	Y	

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 Tuesday 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.** 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: 11/25/19 ***COUNCIL MEETING DATE:** 12/02/19
Joe Raines, V.P.G.M., (850)259-3175 CELL
***NAME:** Lamar Advertising ***PHONE #:** (850)862-4343 OFFICE
223 Green Acres Road
ADDRESS: Fort Walton Beach, FL 32547 **EMAIL:** jraines@lamar.com

***TOPIC/ISSUE:** Lamar currently has 10 existing billboard structures within Destin city limits. Lamar proposes to remove 4 of its structures, all of which are located within the Harbor CRA, thereby reducing the overall number of billboard structures by 40%. In consideration of reducing the overall number of structures, the City would grant 4 permits for installation of electronic faces on the 6 remaining structures. This removal and replacement approach is contemplated and permitted pursuant to Fl. Stat. 70. 20.

***HAVE YOU SPOKEN WITH CITY STAFF ABOUT THIS ISSUE? If so, who and when?**
Louis Zunguze & staff – 08/16/19, 04/23/19, 02/06/19
Louis Zunguze & Lance Johnson – 10/09/19

***DESIRED ACTION BY COUNCIL?** Instruct City Attorney and staff to work with Lamar and consider acceptable terms to enter into a Removal and Replacement Agreement wherein the number of billboard structures within the city limits is reduced.

PRESENTATION MATERIALS ATTACHED? YES X **NO** **# OF PAGES** 10 sets
15 pages each.

BILLBOARD EXCHANGE – LAMAR PROPOSAL

06.24.19

- (1) There are 10, existing billboard structures owned and operated by Lamar Advertising Co. within the Destin City limits.
- (2) 4 of the existing 10 billboard structures are located in the Harbor CRA
- (3) Lamar proposes to remove the 4 existing billboard structures located within the Harbor CRA.
- (4) In exchange for the removal of the 4 existing structures, the City would grant Lamar 4 permits for the installation of electronic sign faces on the remaining 6 structures.
- (5) The exchange program would reduce the overall number of billboard structures within the City from 10 to 6.
- (6) There would be no costs incurred by the City or the Harbor CRA.

Attachments:

Harbor CRA map with billboard structures numbered 1 – 4.

Destin City map with billboard structures numbered 1 – 10.

Choctawhatchee Bay

East Pass

Destin Harbor

Harbor CRA

Town Center CRA



Harbor CRA

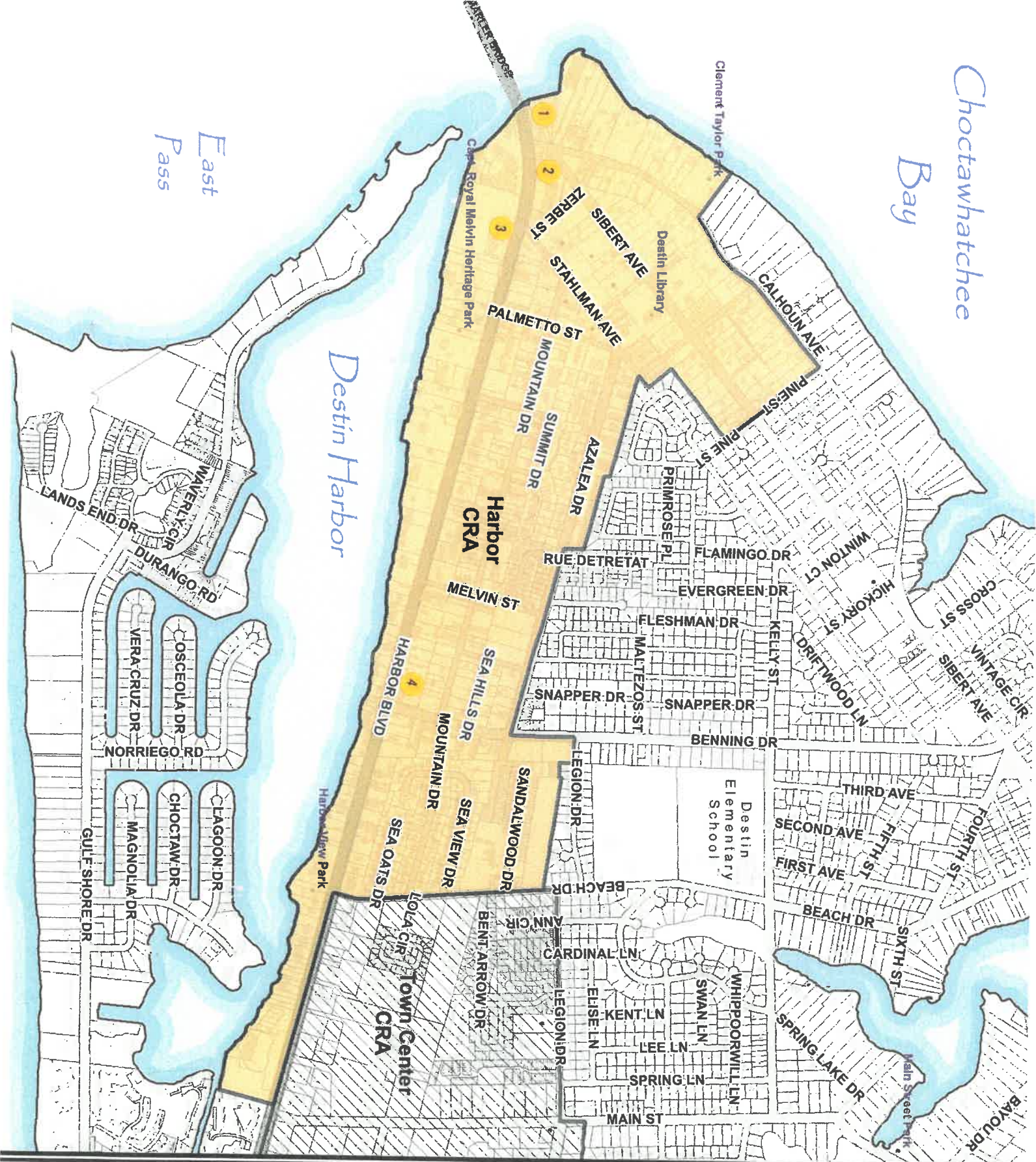


LEGEND

- Harbor CRA
- Town Center CRA



Map Created by the City of Destin
GIS Manager 05/27/14
The City of Destin assumes no responsibility and/or liability for the accuracy of the information contained herein.





city of destin

Map #1





city of destin

Map Icon	Label	Panel#	TAB ID	Media/Style	Facing	H x W	*Weekly Impressions	Illum.
	1	61001	322558	Permanent Bulletin / Tri-Vision Rigiblade	West	10' 6" x 36' 0"	106894	YES

Location: N/S 98 @ DESTIN BRIDGE F/W TV

Current Advertiser: SIMON PROPERTIES PREMIUM OUTLETS

	2	40011	322498	Junior Bulletin / Tri-Vision Rigiblade	West	10' 6" x 22' 9"	92961	YES
--	---	-------	--------	--	------	-----------------	-------	-----

Location: N/S 98 E/O CALHOUN F/W TV

Current Advertiser: LAMAR ADVERTISING - PROMO FWB

	3	61102	322565	Permanent Bulletin / Tri-Vision Rigiblade	West	10' 6" x 36' 0"	153739	YES
--	---	-------	--------	---	------	-----------------	--------	-----

Location: S/S 98 2ND E/O DESTIN BRIDGE F/W TV

Current Advertiser: LAMAR ADVERTISING - PROMO FWB

	4	50001	322501	Poster / Retro	West	10' 6" x 22' 9"	97021	YES
--	---	-------	--------	----------------	------	-----------------	-------	-----

Location: N/S 98 .1 MI W/O BENNING F/W

Current Advertiser: BASS PRO SHOP

	5	7611	322611	Permanent Bulletin / Tri-Vision Rigiblade	West	10' 6" x 36' 0"	135323	YES
--	---	------	--------	---	------	-----------------	--------	-----

Location: N/S 98 @ GULF TERRACE F/W (TRI-VISION)

Current Advertiser: LAMAR ADVERTISING - PROMO FWB

	6	18141	322440	Permanent Bulletin / Tri-Vision Rigiblade	West	10' 6" x 36' 0"	136449	YES
--	---	-------	--------	---	------	-----------------	--------	-----

Location: N/S 98 A/F RST. ROW F/W TV

Current Advertiser: THE VIRGA LAW FIRM

	7	13112	571948	Permanent Bulletin / Digital	West	10' 6" x 36' 0"	55638 per spot	YES
--	---	-------	--------	------------------------------	------	-----------------	----------------	-----

Location: S/S 98 E/O MID-BAY BRIDGE RD F/W DIGITAL

Current Advertiser: EGLIN FEDERAL CREDIT UNION

	8	92872	322677	Permanent Bulletin / Tri-Vision Rigiblade	West	10' 6" x 36' 0"	155274	YES
--	---	-------	--------	---	------	-----------------	--------	-----

Location: S/S 98 E/O CRYSTAL BCH RD F/W TV

Current Advertiser: EYE CENTER SOUTH

	9	7602	322606	Permanent Bulletin / Tri-Vision Rigiblade	West	10' 6" x 36' 0"	162756	YES
--	---	------	--------	---	------	-----------------	--------	-----

Location: S/S 98 @ GULFSTARR F/W (TRI-VISION)

Current Advertiser: DESTIN CHICK, LLC



city of destin

Map Icon	Label	Panel#	TAB ID	Media/Style	Facing	H x W	*Weekly Impressions	Illum.
	10	7592	322600	Permanent Bulletin / Tri-Vision Rigiblade	West	10' 6" x 36' 0"	166970	YES

Location: S/S 98 E/O GULFSTARR F/W (TRI-VISION)

Current Advertiser: BAYTOWNE WHARF NEIGHBORHOOD ASSOC.

Total Weekly Impressions: 1263025



Location # 1



Market:	DESTIN
Panel:	61001
TAB Unique ID:	322558
Location:	N/S 98 @ DESTIN BRIDGE F/W TV
Lat/Long:	30.3956/-86.5140
Media/Style:	Permanent Bulletin/Tri-Vision Rigiblade
*Weekly Impressions:	106894
Panel Size:	10' 6" x 36' 0" Request Spec Sheet
Vinyl Size:	0' 0" x 0' 0"
Facing/Read:	West/Left
Illuminated:	YES
Current Advertiser:	SIMON PROPERTIES PREMIUM OUTLETS

*Impression values based on: 18+ yrs



Fort Walton, FL

850-862-4343

Physical Address: 223 Green Acres Rd., Ft. Walton Beach, FL 32547-1198
Mailing Address: 223 Green Acres Rd., Ft. Walton Beach, FL 32547



Location # 2



Advertising Strengths: Trivision- Displays to traffic light in the heart of old Destin.

Market: DESTIN
Panel: 40011

TAB Unique ID: 322498
Location: N/S 98 E/O CALHOUN F/W TV
Lat/Long: 30.3954/-86.5093
Media/Style: Junior Bulletin/Tri-Vision Rigiblade
***Weekly Impressions:** 92961
Panel Size: 10' 6" x 22' 9" [Request Spec Sheet](#)
Vinyl Size: 0' 0" x 0' 0"
Facing/Read: West/Left
Illuminated: YES
Current Advertiser: LAMAR ADVERTISING - PROMO FWB

*Impression values based on: 18+ yrs



Fort Walton, FL

850-862-4343

Physical Address: 223 Green Acres Rd., Ft. Walton Beach, FL 32547-1198
Mailing Address: 223 Green Acres Rd., Ft. Walton Beach, FL 32547



Location # 3



Market:	DESTIN
Panel:	61102
TAB Unique ID:	322565
Location:	S/S 98 2ND E/O DESTIN BRIDGE F/W TV
Lat/Long:	30.3945/-86.5095
Media/Style:	Permanent Bulletin/Tri-Vision Rigiblade
*Weekly Impressions:	153739
Panel Size:	10' 6" x 36' 0" Request Spec Sheet
Vinyl Size:	0' 0" x 0' 0"
Facing/Read:	West/Right
Illuminated:	YES
Current Advertiser:	LAMAR ADVERTISING - PROMO FWB

*Impression values based on: 18+ yrs



Fort Walton, FL

850-862-4343

Physical Address: 223 Green Acres Rd., Ft. Walton Beach, FL 32547-1198
Mailing Address: 223 Green Acres Rd., Ft. Walton Beach, FL 32547



Location # 4



Advertising Strengths: Located in heart of the harbor district near world famous bars and restuarants.

Market: DESTIN
Panel: 50001

TAB Unique ID: 322501
Location: N/S 98 .1 MI W/O BENNING F/W
Lat/Long: 30.3928/-86.4974
Media/Style: Poster/Retro
***Weekly Impressions:** 97021
Panel Size: 10' 6" x 22' 9" [Spec Sheet](#)
Vinyl Size: 10' 6.5" x 22' 9.5"
Facing/Read: West/Left
Illuminated: YES
Current Advertiser: BASS PRO SHOP

*Impression values based on: 18+ yrs



Fort Walton, FL

850-862-4343

Physical Address: 223 Green Acres Rd., Ft. Walton Beach, FL 32547-1198
Mailing Address: 223 Green Acres Rd., Ft. Walton Beach, FL 32547



Location # 5



Advertising Strengths: Tri- Vision

Market: DESTIN
Panel: 7611

TAB Unique ID: 322611
Location: N/S 98 @ GULF TERRACE FW (TRI-VISION)
Lat/Long: 30.3867/-86.4685
Media/Style: Permanent Bulletin/Tri-Vision Rigiblade
***Weekly Impressions:** 135323
Panel Size: 10' 6" x 36' 0" [Request Spec Sheet](#)
Vinyl Size: 0' 0" x 0' 0"
Facing/Read: West/Left
Illuminated: YES
Current Advertiser: LAMAR ADVERTISING - PROMO FWB

*Impression values based on: 18+ yrs



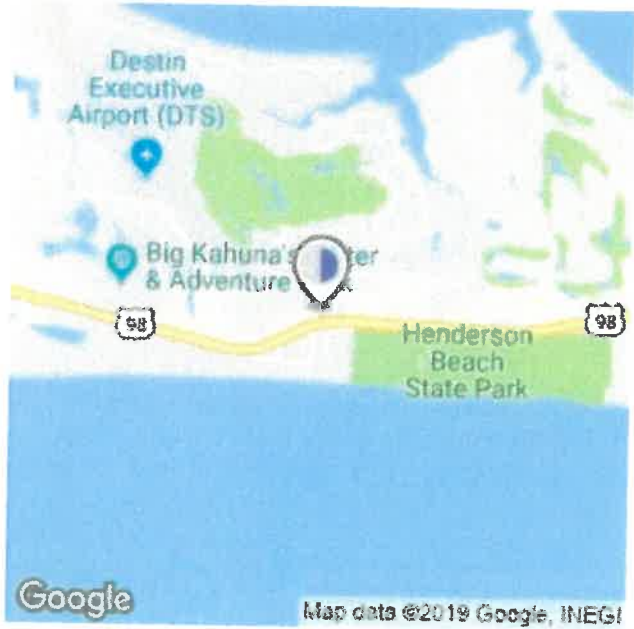
Fort Walton, FL

850-862-4343

Physical Address: 223 Green Acres Rd., Ft. Walton Beach, FL 32547-1198
Mailing Address: 223 Green Acres Rd., Ft. Walton Beach, FL 32547



Location # 6



Advertising Strengths: TRI-VISION Strong cross read, displays to slow moving traffic in the heart of Destin.

Market: DESTIN
Panel: 18141

TAB Unique ID: 322440
Location: N/S 98 A/F RST. ROW F/W TV
Lat/Long: 30.3877/-86.4562
Media/Style: Permanent Bulletin/Tri-Vision Rigidblade
***Weekly Impressions:** 136449
Panel Size: 10' 6" x 36' 0" [Request Spec Sheet](#)
Vinyl Size: 0' 0" x 0' 0"
Facing/Read: West/Left
Illuminated: YES
Current Advertiser: THE VIRGA LAW FIRM

*Impression values based on: 18+ yrs



Fort Walton, FL

850-862-4343

Physical Address: 223 Green Acres Rd., Ft. Walton Beach, FL 32547-1198
Mailing Address: 223 Green Acres Rd., Ft. Walton Beach, FL 32547



Location # 7



Advertising Strengths: Strong read. This Digital Display is located at the busiest intersection in Destin.

Market: DESTIN

Panel: 13112

TAB Unique ID: 571948

Location: S/S 98 E/O MID-BAY BRIDGE RD F/W DIGITAL

Lat/Long: 30.3886/-86.4256

Media/Style: Permanent Bulletin/Digital

***Weekly Impressions:** 55638 *per spot*

Panel Size: 10' 6" x 36' 0" [Spec Sheet](#)

Facing/Read: West/Right

of slots: 12

Dwell Time: 10

*Impression values based on: 18+ yrs



Fort Walton, FL

850-862-4343

Physical Address: 223 Green Acres Rd., Ft. Walton Beach, FL 32547-1198
Mailing Address: 223 Green Acres Rd., Ft. Walton Beach, FL 32547



Location # 8



Market:	DESTIN
Panel:	92872
TAB Unique ID:	322677
Location:	S/S 98 E/O CRYSTAL BCH RD F/W TV
Lat/Long:	30.3891/-86.4190
Media/Style:	Permanent Bulletin/Tri-Vision Rigiblade
*Weekly Impressions:	155274
Panel Size:	10' 6" x 36' 0" Request Spec Sheet
Vinyl Size:	0' 0" x 0' 0"
Facing/Read:	West/Right
Illuminated:	YES
Current Advertiser:	EYE CENTER SOUTH

*Impression values based on: 18+ yrs



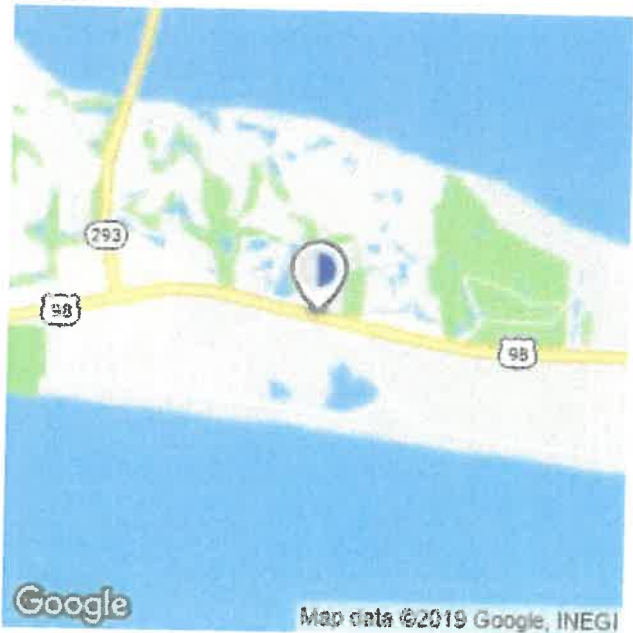
Fort Walton, FL

850-862-4343

Physical Address: 223 Green Acres Rd., Ft. Walton Beach, FL 32547-1198
Mailing Address: 223 Green Acres Rd., Ft. Walton Beach, FL 32547



Location # 9



Advertising Strengths: Tri-Vision

Market: DESTIN
Panel: 7602

TAB Unique ID: 322606
Location: S/S 98 @ GULFSTARR FW (TRI-VISION)
Lat/Long: 30.3874/-86.4096
Media/Style: Permanent Bulletin/Tri-Vision Rigidblade
***Weekly Impressions:** 162756
Panel Size: 10' 6" x 36' 0" [Request Spec Sheet](#)
Vinyl Size: 0' 0" x 0' 0"
Facing/Read: West/Right
Illuminated: YES
Current Advertiser: DESTIN CHICK, LLC

*Impression values based on: 18+ yrs



Fort Walton, FL

850-862-4343

Physical Address: 223 Green Acres Rd., Ft. Walton Beach, FL 32547-1198
Mailing Address: 223 Green Acres Rd., Ft. Walton Beach, FL 32547



Location # 10



Advertising Strengths: Tri-Vision

Market: DESTIN
Panel: 7592

TAB Unique ID: 322600
Location: S/S 98 E/O GULFSTARR F/W (TRI-VISION)
Lat/Long: 30.3865/-86.4048
Media/Style: Permanent Bulletin/Tri-Vision Rigidblade
***Weekly Impressions:** 166970
Panel Size: 10' 6" x 36' 0" [Request Spec Sheet](#)
Vinyl Size: 0' 0" x 0' 0"
Facing/Read: West/Right
Illuminated: YES
Current Advertiser: BAYTOWNE WHARF NEIGHBORH ...

*Impression values based on: 18+ yrs



Fort Walton, FL

850-862-4343

Physical Address: 223 Green Acres Rd., Ft. Walton Beach, FL 32547-1198
Mailing Address: 223 Green Acres Rd., Ft. Walton Beach, FL 32547

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 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: November 22, 2019

SUBJECT: Second reading of Ordinance 19-31-LC - Relating to changes to the Zoning Map, which changes the zoning district of one parcel to match the land use designation assigned in the Future Land Use Map of the Comprehensive Plan.

I. BACKGROUND: The Community Development Department received an application for a Zoning Map Amendment from Guidry Properties August 14, 2019. The property in question is located on South of Emerald Coast Parkway, East of Kel-Wen Circle and West of Regatta Bay Blvd (Parcel ID: 00-2S-22-0000-0001-0570). The applicant has submitted the application to align the properties' zoning designation of Residential, Office, Institutional – Tourist Development (ROI-TD) to the Future Land Use Map designation of Commercial General (CG).

This ordinance was approved by the City Council on first reading on November 18, 2019.

II. DISCUSSION: The proposed Zoning Map Amendment will align the properties' zoning classification with the current Future Land Use Map. Staff recommends approval of Ordinance 19-31-LC.

Note that if approved, the properties' zoning classification will be the Commercial General (CG) Zoning district, as recently amended. Essentially, if the zoning request for the subject property is approved, any future development on the subject property or other property within the zoning district, would be held to the standards set forth by Ordinance 19-25-LC. Ordinance 19-25-LC provides increased buffering for properties adjacent to existing residential uses or residential zoning districts, changes currently permitted uses in the zoning district to conditional uses and establishes a process and criteria for approval of conditional uses.

PUBLIC COMMENTS:

Mr. Karl Seekamp – a resident in the Sovereign Isle neighborhood – emailed his concerns regarding the rezone of the subject property to Commercial General (CG) on October 21, 2019. He is unable to attend the meeting due to work related requirements. However, he requested his concerns be known to City Council. Therefore, his correspondence is attached.

LPA RECOMMENDATION:

On October 17, 2019, the LPA unanimously recommended approval of Ordinance 19-31-LC.

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

III. CONCLUSION: Staff recommends that Ordinance 19-31-LC be adopted on second reading.

IV. RECOMMENDED MOTION: I move to adopt Ordinance 19-31-LC on second reading.

Attachments:

1. Ordinance 19-31-LC Rezoning_ROI
TD TO CG
2. Exhibit A
3. area 15 application

ORDINANCE NO. 19-31-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, INSTITUTIONAL-TOURIST DEVELOPMENT (ROI-TD) TO COMMERCIAL GENERAL (CG); 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, after due public notice, a public hearing was conducted by the Local Planning Agency on October 17, 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; 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 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 – Tourist Development (ROI-TD) to Commercial – General (C-G), for Okaloosa County Property Appraiser Parcel Identification Number **00-2S-22-0000-0001-0570**, which parcel 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:

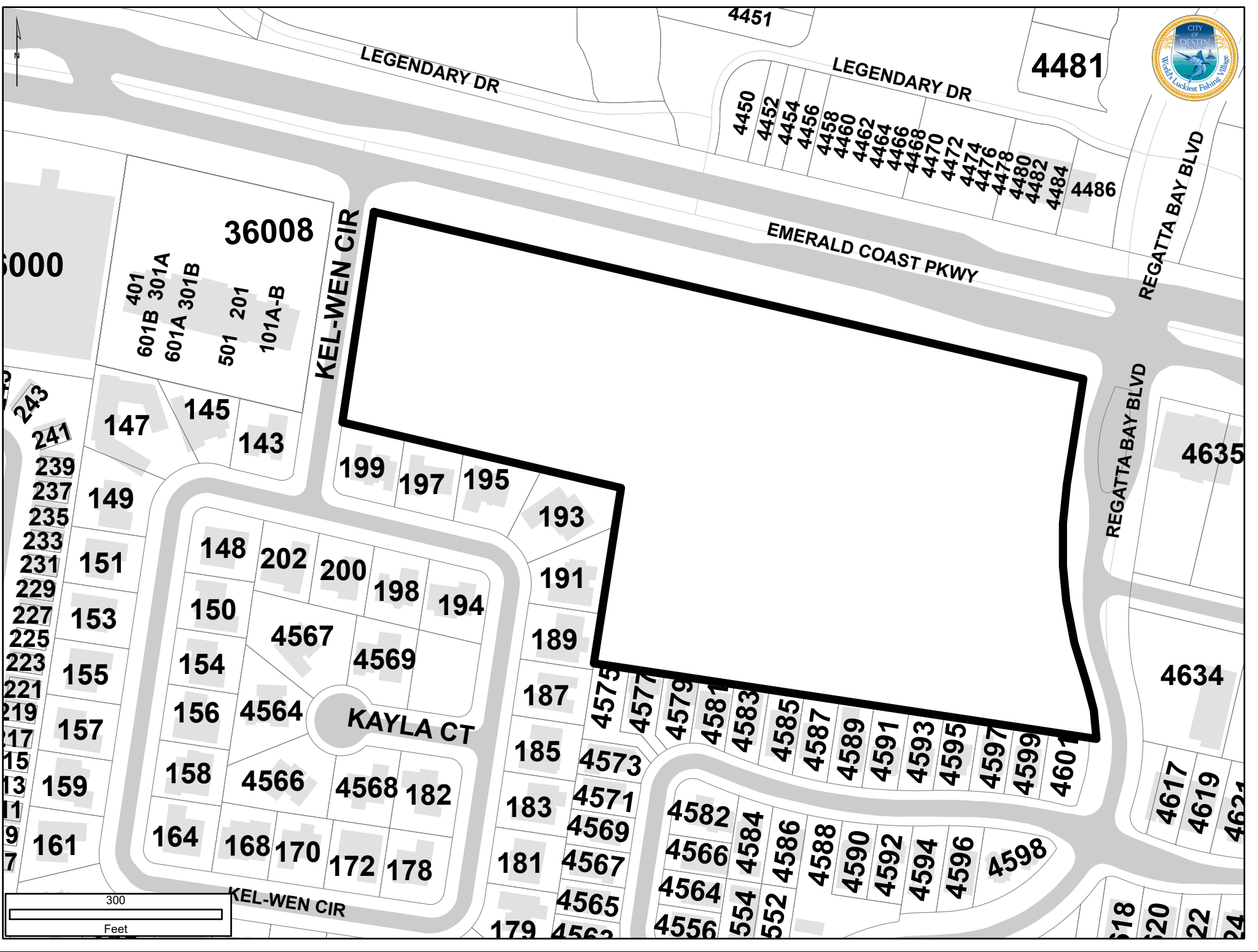
The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney, for the City of Destin, only.

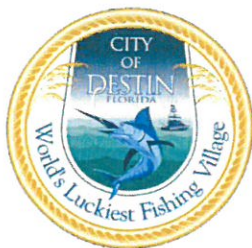
Rey Bailey, City Clerk

Kimberly Kopp, City Land Use Attorney

First Reading: _____

Second Reading: _____





City of Destin

Community Development Department

Planning Division

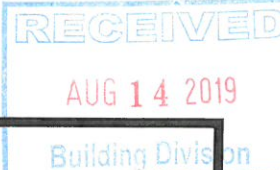
City of Destin Annex

4100 Indian Bayou Trail

Destin, Florida 32541

Phone (850) 654-1119 • Fax (850) 460-2171

www.cityofdestin.com



LAND DEVELOPMENT CODE ZONING MAP AMENDMENT

Does Your Property Meet the Criteria for this Application?

The subject property of the proposed amendment must have a Future Land Use Map Designation consistent with the proposed zoning; if not, then a Future Land Use Map amendment will be required prior to proceeding with amending the Official Zoning Map.

1. CONTACT INFORMATION:

A. Applicant: GUIDRY PROPERTIES LLC
Mailing Address: 1901 Manhattan Blvd. Bldg. Ste 101, Harvey, LA 70058
Business Phone: 504/666-6432 Cell: _____
Email: RJG@5starfpc.c.com

B. Property Owner: GUIDRY PROPERTIES LLC
Mailing Address: 1901 Manhattan Blvd. Bldg. Ste 101, Harvey, LA 70058
Business Phone: 504/666-6432 Cell: _____
Email: RJG@5starfpc.c.com

C. Authorized Agent (if applicable): Trey Goodwin and Ken Metcalf
Mailing Address: 98 Oak Hill Ave., Fort Walton Beach, FL 32547
Business Phone: 850/710-1980; 850/329-4848 Cell: _____
Email: trey@mygoodwinlaw.com; kmetcalf@stearnsweaver.com

*Note: Owner must complete the attached Agent Affidavit.
If there is more than one owner, each owner must complete an Agent Affidavit.*

Application – LDC Official Zoning Map Amendment

1 of 8

Note: Application will be voided if changes to this application are found.

2. **PROPERTY INFORMATION:**

A. Existing Street Address: Hwy. 98, Destin, FL

Parcel ID (s): 00-2S-22-0000-0001-0570, _____

Lot: _____ Block: _____ Plat Book: _____ Page Number: _____

Subdivision: _____

B. Existing Zoning District Classification: _____ *(To be completed by the City)*

Proposed Zoning District Classification: Commercial General

Future Land Use Map Designation: _____ *(To be completed by the City)*

C. Existing use of subject property: Vacant

3. **AMENDMENT REQUEST**

A. Explain the basis for your request. Give solid and convincing reason(s) as to why the current zoning district is not appropriate for the property, and why the requested zoning district is more suitable. Indicate the proposed specific use(s) expected to be developed if the proposed zoning district change is granted by City Council.

See attached.

B. Date of pre-application meeting: July 17, 2019

C. Total acreage of the property in the proposed amendment: 10.6 acres

D. Has the property received any waivers, special exceptions or variances? YES ☐ NO ☒

If you answered "yes" to the above question, please explain – including when approved.

- E. If you are seeking an Official Zoning Map designation of LDR-V, LDR-HI, LDR-H, MDR-V, MDR-HI, ROI-VR, ROI-GD, or ROI-TD, please explain how this designation is consistent with the underlying Future Land Use Map designation.

N/A

- F. Please explain how the proposed Official Zoning Map designation supports and is consistent with the purpose and intent of the City of Destin Zoning Districts as described in Section 7.12.06. *Zoning Districts* of the Land Development Code.

See attached.

- G. Please identify any allowable uses as listed in Table 7-2: Table of Allowable Uses for the proposed zoning district that should not be allowed in the specific location proposed for the zoning map amendment (will require a Text Amendment to the Land Development Code).

No specific use exclusions are proposed.

- H. Please identify any allowable uses not listed in Table 7-2: Table of Allowable Uses for the proposed zoning district that should be allowed in the specific location proposed for the zoning map amendment (will require a Text Amendment to the Land Development Code).

No specific use additions are proposed.

- I. Please explain the fiscal impact of the proposed amendment upon the finances of the City, if any.

The proposed CG zoning district allows a floor area ratio (FAR) of up to 1.3 as compared to the .5 allowed by the current ROI-TD zoning district.

Development of the Subject Property to the maximum FAR would increase tax revenues by 130% as compared to the current ROI-TD zoning district.

See attached for additional detail.

- J. Please explain the impact of the proposed amendment upon all public facilities, if any.

The proposed CG zoning district allows a floor area ratio of up to 1.3 as compared to the .5 allowed by the current ROI-TD zoning district.

This could potentially result in an increase in demand for water, sewer, solid waste and road capacity. However, no level of service deficiencies

are anticipated. See attached for additional detail.

- K. Please explain the impact of the proposed amendment upon the environment, natural and/or historical resources, if any.

There are no environmental, natural or historic resources on the Subject Property that would be impacted by the proposed rezoning.

Existing trees on the Subject Property will be protected to the extent required by the City's land development code.

- L. Please explain the degree of consistency of the proposed amendment with the Comprehensive Plan for the City. (*Applicant may need to refer to the Comprehensive Plan.*)

The proposed Commercial General zoning district is consistent with the Commercial General future land use category. The current Residential Office

Institutional zoning district is not consistent with the Commercial General future land use category. See attached for additional detail.

- M. Please explain the impact upon the ability of the City to provide adequate public facilities and maintain the existing level of service for public facilities as identified in the comprehensive plan, if the proposed amendment is granted.

The proposed CG zoning district allows a floor area ratio of up to 1.3 as compared to the .5 allowed by the current ROI-TD zoning district.

This could potentially result in an increase in demand for solid waste services provided by the City pursuant to its contract with Waste Management, Inc.

No problems are anticipated in maintaining the adopted level of service. See attached for additional detail.

- N. Please explain the compatibility of the proposed amendment upon the surrounding neighborhoods and land uses.

The proposed Commercial General zoning district is consistent with surrounding neighborhoods and land uses. See attached for additional detail.

4. **SUBMITTAL REQUIREMENTS FOR AN OFFICIAL ZONING MAP AMENDMENT:**

1. X Completed application - All applicable areas of the application shall be filled in and submitted to the Community Development Department Planning Division at the City of Destin Annex, 4100 Indian Bayou Trail, Destin, Florida 32541.
2. X Application Fee: \$1,200.00 – Ordinance Amendment Applications
(FY2017 Schedule of Fees, Resolution 17-05, adopted 02/22/17, effective 02/23/17)

Application fee includes First Reviews only. Subsequent Submittal Reviews and all mailing costs will be invoiced to the Applicant; invoices must be paid prior to submittal of additional Submittal Review Packages.

Accepted Payments are Cash, Check, MasterCard or Visa. Checks shall be made payable to the City of Destin and submitted to the Planning Division, Community Development Department, City Hall Annex, 4100 Indian Bayou Trail, Destin, Florida 32541
3. X Proof of Ownership - A copy of the last recorded deed for the property. The name on the deed must correspond to "Current Owner" of the property. Agent Affidavit/Special Power of Attorney is required if the applicant is someone other than the owner.
4. X Agent affidavit/Special Power of Attorney (if applicable) - If the applicant is other than the owner of the property under construction for review.

NOTE: This application must be filled out completely and must be signed by the owner or his designated agent. If the applicant is different than the owner of the subject property, then an agent affidavit is required from the owner of the property. The agent affidavit must be completely filled out and submitted with this application. If the property has multiple owners, then all owners or their designated agents must sign this application.

I HAVE READ THE INFORMATION IN THIS APPLICATION AND HAVE FILLED IN ALL ANSWERS CORRECTLY TO THE BEST OF MY ABILITY.

APPLICANT:

SIGNATURE:

DATE:

PRINTED NAME:


Robert J. Gundry
Manager

8-13-19

**AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY**

KNOWN ALL MEN BY THESE PRESENTS, THAT I, GUIDRY PROPERTIES, LLC

am presently the owner and/or leaseholder at Parcel No. 00-2S-22-0000-0001-0570

and desiring to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do make, constitute and appoint Trey Goodwin and Ken Metcalf

whose address is 98 Oak Hill Ave., Ft Walton Beach, FL 32547, County of Okaloosa, State of Florida,

my Attorney-in-Fact to act as follows, GIVING AND GRANTING unto said attorney full power to act as my agent in any and all matters pertaining to: rezoning above parcel.

FURTHER, I do authorize the aforesaid Attorney-in-Fact to perform all necessary acts in the execution of the aforesaid authorization with the same validity as I could effect if personally present. Any act or thing lawfully done hereunder by the said attorney shall be binding on myself and my heirs, legal and personal representative, and assigns.

PROVIDED; however, that any and all transactions conducted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by the said attorney for the purpose of caring out the foregoing powers shall contain my name, followed by that of my said attorney and the designation "Attorney-in-Fact."

OWNER

Signature

Printed Name

Manager

STATE OF

Louisiana

COUNTY OF

Orleans

The foregoing instrument was acknowledged before me this 13th day of August, 2019,

by Robert J. Guidry
(name of person acknowledging)

Signature of Notary

Printed Name of Notary or Seal

NOTARY PUBLIC

Personally known X OR Produced Identification _____

Type of Identification Produced _____

MARK S. EMBREE
Parish of Orleans, State of Louisiana
My Commission is issued for Life
Louisiana Notarial Identification No. 23187

Attachment "1"

Guidry Properties, LLC Zoning Amendment Application ROI-TD to CG (Commercial General)

The following responses provide additional detail to the findings set forth in the rezoning application form. Lettered paragraphs correspond to those set forth in the application form.

A. Explain the basis for your request. Give solid and convincing reason(s) as to why the current zoning district is not appropriate for the property, and why the requested zoning district is more suitable. Indicate the proposed specific use(s) expected to be developed if the proposed zoning district change is granted by City Council.

The Subject Property is designated Commercial General on the Future Land Use Map (FLUM), and the proposed Commercial General (CG) zoning district is defined as the primary zoning district appropriate for implementing the Commercial General FLUM category.

The Commercial General FLUM category applies along the entire south frontage of US 98 from Henderson Beach State Park to one lot west of Trista Terrace Court, a distance of over two miles. The Commercial General Zoning District has been applied to this entire two-mile stretch of US 98, except for the exclusion of the Subject Property and a 2-acre parcel immediately to the west of the Subject Property. Attached is an excerpt from the staff presentation (**Exhibit "1"**) regarding 15 Planning Areas, which the City Council previously considered in its evaluation of some 468 parcels within 15 different Planning Areas where the objective was to ensure consistency between the FLUM category and zoning district. The map has been edited to identify Planning Area #15, which consists of the Subject Parcel and the small parcel immediately to the west.

The proposed zoning change will achieve consistency with the Commercial General land use category, including the scope of permitted uses and intensity (e.g., floor area ratio) as allowed by the Comprehensive Plan. The current ROI-TD zoning is not appropriate along US 98 and essentially functions as a spot-zone as applied to the 1,000' of frontage of the Subject Property within a corridor otherwise consistently zoned as Commercial General.

Based on the criteria set forth in Objective 1-1.3, the Subject Property is equally or more suitable for the Commercial General zoning district as compared to the other properties along US 98 for the following reasons:

1. It is a relatively large property with 300' of depth, which allows for the property to respond to market demands for a variety of potential commercial uses, while ensuring compatibility through design.
2. The Subject Property is an infill property, which will achieve greater fiscal benefits for the City as compared to development within the current ROI-TD zoning district.
3. As summarized below, the Subject Property does not contain environmental resources and is highly suitable for more intensive commercial development than otherwise allowed by the ROI-TD zoning district.

4. The width and depth of the property allow for compatible design treatments, including effective buffers, to protect the ROI-TD/VR neighborhoods to the south and southwest of the Subject Property.

Policy 1-2.3.2 confirms that the Commercial General land use category is “intended to accommodate general retail sales and services; highway oriented sales and services; other commercial activities defined in the LDC...” It further specifies that CG areas are generally located along the US 98 corridor in order to service the general commercial needs of permanent and seasonal residents. Code Section 7.12.06.J mirrors the intent language of Policy 1-2.3.2 and specifically states:

The Commercial General zoning district implements Future Land Use Element Policy 1-2.3.2, Commercial General, of the Comprehensive Plan.

The ROI-TD zoning district is not intended to implement the Commercial General FLUM category. Rather, Code Section 7.12.06.M states:

The Residential Office Institutional – Tourist Development zoning district implements Future Land Use Element Policy 1-2.4.1, Residential Tourist Office of the Comprehensive Plan.

The ROI-TD zoning district is primarily intended for business and professional offices, seasonal multifamily, institutional uses, and hotel, motel and other forms of transient use. The ROI is generally not intended for commercial development, except for low intensity commercial uses integrated within a PUD for the purpose of serving only the surrounding neighborhoods. As such, it is not appropriate at this location along US 98.

The Applicant intends to develop a commercial use in accordance with the Commercial General FLUM category. Therefore, the request for the Commercial General zoning district is necessary due to the restrictive limitations applicable to commercial uses in the ROI-TD zoning district, which are in conflict with the permitted uses authorized by the Commercial General FLUM category. The Applicant is currently evaluating options for the specific types of commercial use that may be developed, which will depend on forecasted market conditions.

F. Please explain how the proposed Official Zoning Map designation supports and is consistent with the purpose and intent of the City of Destin Zoning Districts as described in Section 7.12.06, *Zoning Districts of the Land Development Code*.

Response: Section 7.12.06 states that the CG zoning district implements the CG Future Land Use Map category as referenced by Policy 1-2.3.2 and further states that the CG 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 CG Zoning District applies extensively along this stretch of US 98 in the vicinity of the Subject Property and is contiguous to the east of the Subject Property. The Subject Property is ideally situated and sized to serve the general commercial needs of the community.

I. Please explain the fiscal impact of the proposed amendment upon the finances of the City, if any.

Response: The Subject Property is surrounded by existing development and is one of the few remaining, larger-scale, infill properties located along US-98. As such, the proposed rezoning will result in a positive fiscal impact on the City, given that:

- The property is served by an existing, signalized intersection maintained by FDOT;
- Destin Water Users, Inc., will provide potable water and sanitary sewer services; and
- Commercial General zoning does not permit permanent residential development, which will avoid impacts on parks/recreational needs, libraries and other City programs intended to serve residents.

The Commercial General zoning district permits a FAR of 1.3 as compared to the ROI-TD zoning district, which permits a FAR of .50. If the Subject Property were to be developed to the maximum permitted FAR, it would proportionately increase the property tax revenue by 130% for the same type of use. The actual tax revenue benefit for the City will depend on the exact use and permitted floor area.

J. Please explain the impact of the proposed amendment upon all public facilities, if any.

Response: The Glossary Element defines “public facilities” as including “sanitary sewer, solid waste, drainage, potable water and ground water recharge.” The following analysis addresses each of these public facilities.

Drainage: Policy 4-4.2.1.A requires that post-development run-off rate shall not exceed pre-development run-off rate based on a 100-year storm event of up to 24-hour duration. This standard will be met through on-site stormwater management facilities in accordance with the NFWFMD and City of Destin permitting requirements.

Ground Water Recharge: Policy 4-3.1.2 addresses design criteria to be met during permitting and requires compliance with the drainage level of service (LOS) standard.

Potable Water: Policy 4-1.2.2 defines the LOS standard as 166 gallons per 1,000 square feet of floor area for non-residential uses. The following calculates the maximum potential demand based on a FAR of 1.3:

$$10.6 \text{ acres} \times 43,560 \text{ s.f./acre} \times 1.3 \text{ (FAR)} \times 166 \text{ gallons/1,000 square feet} = \mathbf{99,643 \text{ gallons/day.}}$$

Sanitary Sewer: Policy 4-2.2.2 defines the LOS standard as 90% of the capacity of the wastewater treatment plant operated by DWU. Policy 4-2.2.3 defines the LOS standard for collection and treatment as 80% of the potable water usage for non-residential uses. This calculates to 132.8

gallons per 1,000 square feet of floor area. The following calculates the maximum potential demand based on a FAR of 1.3:

$$99,643 \times .80 = \mathbf{79,714 \text{ gallons/day}}$$

Solid Waste: Policy 4-5.1.4 defines the LOS standard as 6.5 pounds per 1,000 square feet of floor area. The following calculates the maximum potential demand based on a FAR of 1.3:

$$10.6 \text{ acres} \times 43,560 \text{ s.f./acre} \times 1.3 \text{ (FAR)} \times 6.5 \text{ lbs./1,000 square feet} = \mathbf{3,901 \text{ lbs/day.}}$$

MMTD: Although not defined as a public facility, the Comprehensive Plan establishes the following LOS standards for properties located within the Multi-Modal Transportation District:

Collectors (2020): LOS B (bicycle), LOS B (pedestrian) and LOS C (transit)

US 98 (2020) – LOS C (bicycle), LOS D (pedestrian) and LOS B (transit)

Concurrency and proportionate share requirements will be addressed at the time of development order application based on the specific uses and intensity of the proposed development. The above calculations are conservatively based on the maximum permitted FAR of 1.3 to calculate the maximum theoretical impact on public facilities. However, it is likely that the actual FAR will be substantially lower than 1.3, resulting in less impact than calculated. No LOS deficiencies are anticipated.

K. Please explain the impact of the proposed amendment upon the environment, natural and/or historical resources, if any.

Response: The Subject Property does not contain wetlands, floodplains or known historical resources. Existing trees will be protected to the extent required in accordance with Conservation Element Policy 5.1.7.1 and applicable land development code requirements, as determined during the site plan review/permitting process.

L. Please explain the degree of consistency of the proposed amendment with the Comprehensive Plan for the City.

Response: The Subject Property is designated Commercial General on the Future Land Use Map, which is intended to be implemented by the Commercial General zoning district. The Subject Property has already been determined suitable for the Commercial General land use category based on the criteria of the Comprehensive Plan, particularly Objective 1-1.3 and Policies 1-1.3.1 and 1-1.3.2. The proposed zoning furthers the intent of the Comprehensive Plan by allowing for general commercial uses at a location that is highly suitable as reviewed in the response to Paragraph A above.

M. Please explain the impact upon the ability of the City to provide adequate public facilities and maintain the existing level of service for public facilities as identified in the comprehensive plan, if the proposed amendment is granted.

Response: The City will provide solid waste services through its service contract with Waste Management, Inc. No LOS deficiencies are anticipated.

N. Please explain the compatibility of the proposed amendment upon the surrounding neighborhoods and land uses.

Response: The proposed Commercial General zoning district is compatible with all surrounding and nearby uses. The following table presents existing land use, future land use and zoning district for properties adjacent to the Subject Property, as depicted on the attached FLUM/Zoning map (Exhibit "2"):

	South/Southwest	East	West
Existing Uses	Residential neighborhood with mix of permanent and seasonal residents.	Office	Office
FLUM	ROI	Commercial General	ROI
Zoning	ROI-VR and ROI-CBR	Commercial General	ROI-TD

It is important to emphasize that the Comprehensive Plan has determined that Commercial General uses are compatible with Residential Office Institutional uses. Policy 1-1.3.1: General Considerations, states:

The location and distribution of specific commercial and mixed use activities shall be based on the following considerations:

6. Impact on established as well as anticipated future residential development.

The designation of Commercial General on the Future Land Use Map was determined to be compatible with the ROI residential neighborhoods to the south and southwest.

Policy 1-1.3.2 states:

Commercial and Mixed Use development shall be concentrated in strategically located areas having characteristics that best accommodate their specific land, site, public facilities and market location requirements. These criteria have informed the location of commercial and mixed use on the Future Land Use Map..."

It is important to recognize that the Subject Property's attributes ensure compatibility to a much greater degree than other properties zoned Commercial General to the east and west along US 98, which the City determined were compatible with adjacent uses. Policy 1.1.3.3 emphasizes the need to protect single-family neighborhoods located within the Crystal Beach Neighborhood. General Commercial properties to the east and west of the Subject Property abut established, single-family neighborhoods designated CBN on the FLUM and zoned CBN. In those cases, the Commercial General properties do not provide the lot acreage, lot depth or tree coverage to allow for compatibility buffers to the extent achievable on the Subject Property. Exhibit "3" shows the spatial relationship of those Commercial General zoned properties, which were deemed by the

City to be compatible with the abutting CBN neighborhoods. By comparison, the Subject Property abuts the more intensive ROI zoning districts that are not designated for special protection by the Comprehensive Plan in the same manner as the CBN zoned neighborhoods. As a matter of consistent and fair implementation of the City's land use and zoning scheme, the proposed Commercial General zoning for the Subject Property must be considered compatible with the ROI neighborhoods, particularly when considering the attributes of the Subject Property, which will ensure greater compatibility.

To further address compatibility, Policy 1-1.3.2 requires the adoption of regulations to avoid negative impacts on established residential neighborhoods. Code Section 7.09.02, *General compatibility design criteria*, ensures compatibility through design requirements regarding the location and design of mechanical equipment, outdoor display, refuse containers, parking and loading, and through specific standards applicable to particular uses. For example, building supply stores must provide a 6-8' fence around all outdoor storage areas.

Code Section 7.09.03 further defines a "tiered land use system" which allows Tier 1 uses as-of-right, subject to compliance with all applicable regulations, and Tiers 2 and 3, which require additional performance standards to be met if a development order application seeks greater height or intensity. The applicant also recognizes that the City has indicated its intention to adopt revised zoning standards for the Commercial General zoning district to require Conditional Use review for most, if not all, uses within that zoning district. The applicant looks forward to working with the City regarding the adoption and implementation of revised Commercial General zoning standards.

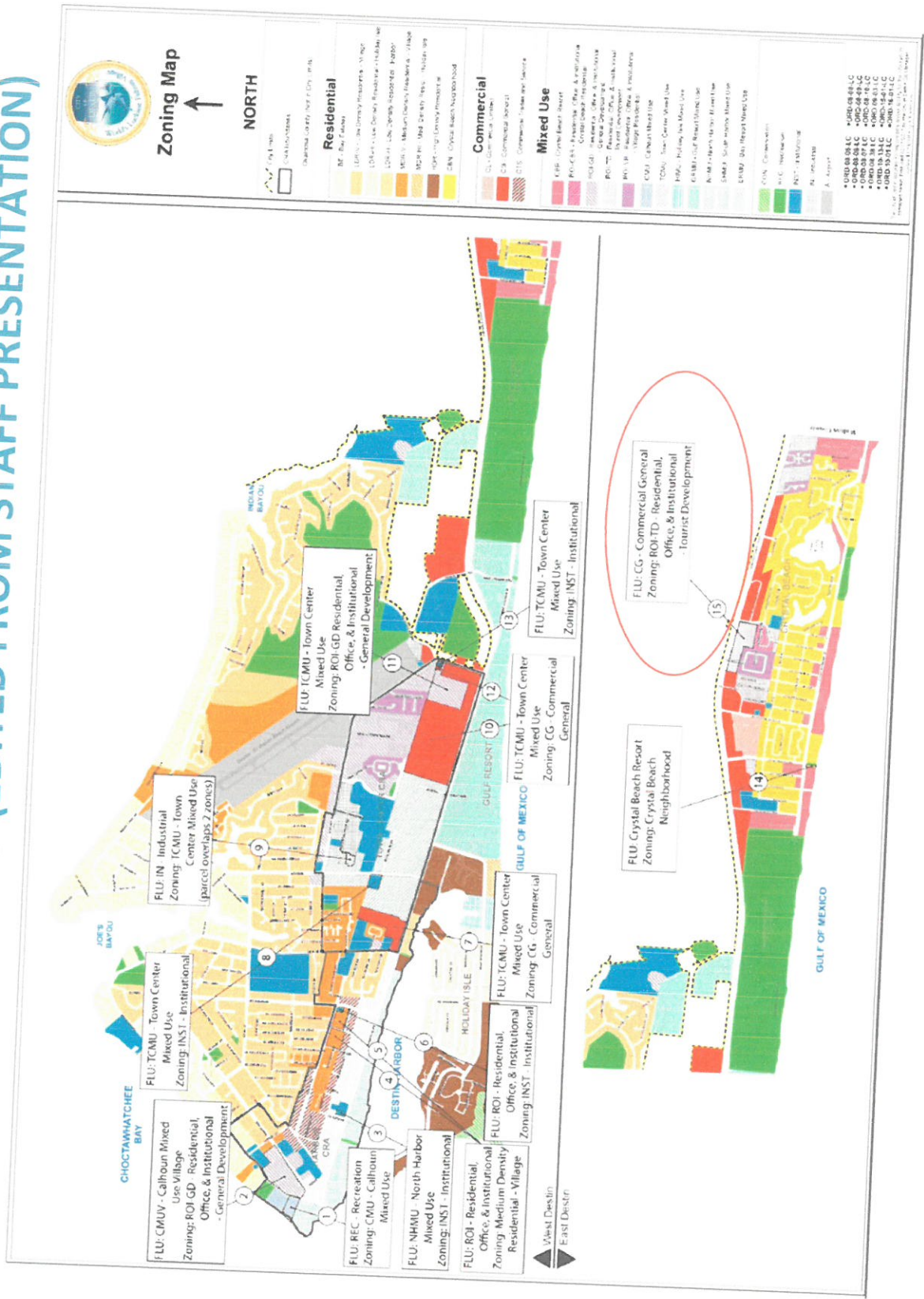
The proposed Commercial General zoning district on the Subject Property will be compatible with all abutting and nearby properties and land uses, including the ROI-VR and ROI-CBR neighborhoods to the south. The applicant respectfully requests that City staff, the Local Planning Agency and the City Council support this request.

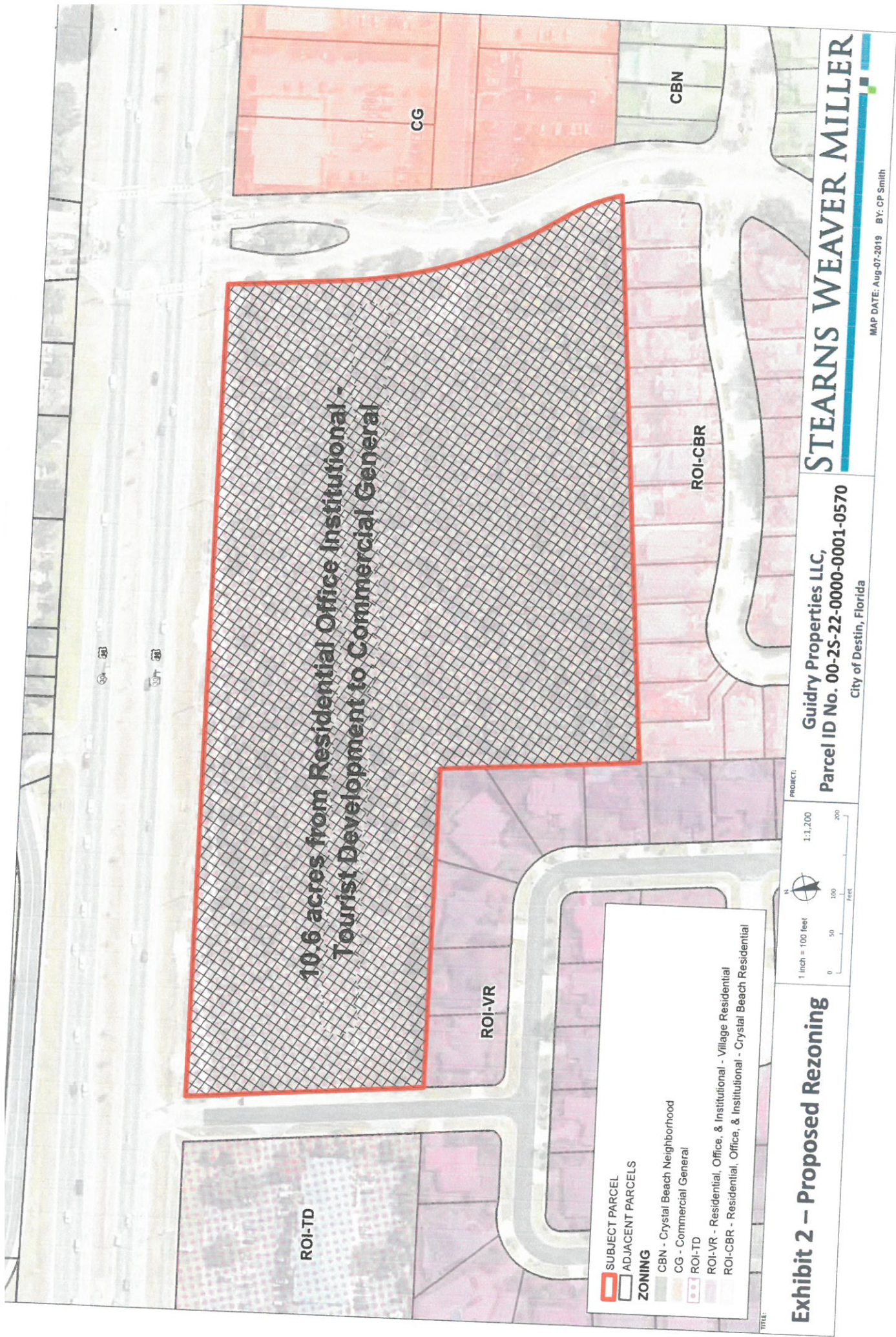
Please note that the Zoning Application also includes the following additional attachments:

- Attachment 2 – Location Map showing Subject Property in relation to City boundary.
- Attachment 3 – Okaloosa County Property Appraiser record card and Warranty Deed.
- Attachment 4 – Survey of Subject Property

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

GUIDRY PROPERTY (EDITED FROM STAFF PRESENTATION)





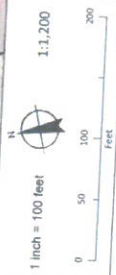
10.6 acres from Residential Office Institutional -
Tourist Development to Commercial General

Legend

SUBJECT PARCEL
 ADJACENT PARCELS

ZONING

- CBN - Crystal Beach Neighborhood
- CG - Commercial General
- ROI-TD
- ROI-VR - Residential, Office, & Institutional - Village Residential
- ROI-CBR - Residential, Office, & Institutional - Crystal Beach Residential



PROJECT:

Guidry Properties LLC,
Parcel ID No. 00-25-22-0000-0001-0570
City of Destin, Florida

EXHIBIT "3"

FLU: CG - Commercial General
Zoning: CG - Commercial General

FLU: CL - Commercial Limited
Zoning: CL - Commercial Limited

FLU: ROI- Residential,
Office and
Institutional
Zoning: ROI-VR - Residential,
Office, & Institutional
Village Residential

FLU: ROI- Residential, Office
and Institutional
Zoning: ROI-TD - Residential,
Office, & Institutional -
Tourist Development

FLU: CBN - Crystal Beach
Neighborhood
Zoning: CBN - Crystal Beach
Neighborhood

WEST OF GUIDRY PROPERTY

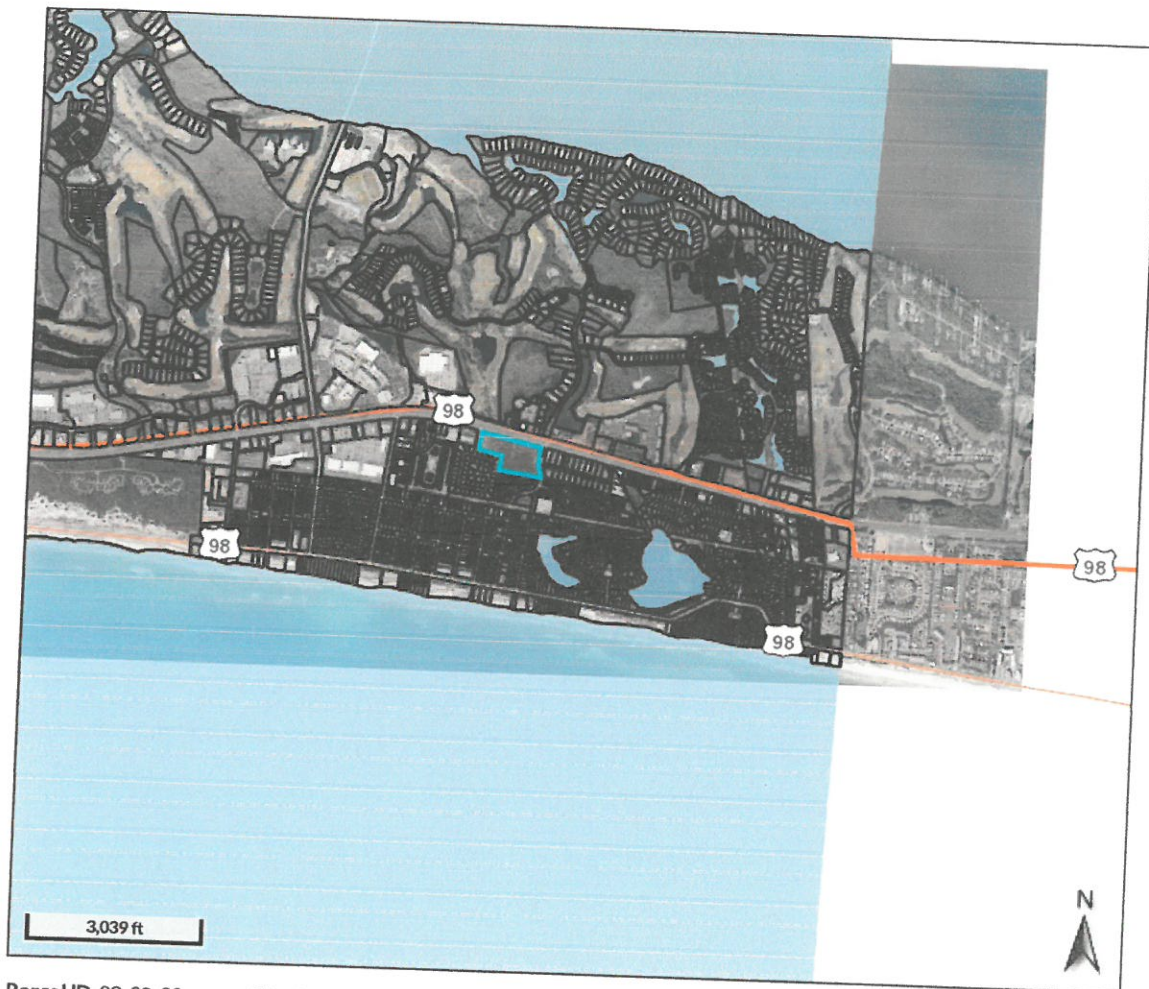
EXHIBIT "3"

**FLU: CG - Commercial General
Zoning: CG - Commercial General**

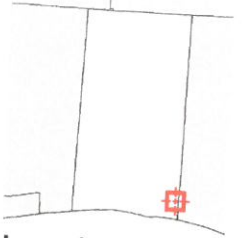
**FLU: CBN - Crystal Beach Neighborhood
Zoning: CBN - Crystal Beach Neighborhood**

EAST OF GUIDRY PROPERTY

Okaloosa County Property Appraiser



Overview



Legend

- Parcels
- Roads
- Water
- City Labels

Parcel ID	00-25-22-0000-0001-0570	Physical Address	HWY 98 HWY DESTIN	Land Value	\$2,208,550	Last 2 Sales			
Acres (GIS)	10.61	Mailing Address	GUIDRY PROPERTIES LLC	Ag Land Value	\$0	Date	7/25/2012	Price	\$4730000
Property Class	VACANT COM	Address	1901 MANHATTAN BLVD BLDG H	Building Value	\$0		1/30/2012		\$100
Taxing District	10		SUITE 101 HARVEY, LA 70058	Misc Value	\$0	Reason	UNQUAL/DEED TO/FROM FINAN U		
				Just Value	\$2,208,548		INST		
				Assessed Value	\$2,208,550		UNQUAL/CORRECTIVE/QCD,TD U		
				Exempt Value	\$0	Qual			
				Taxable Value	\$2,208,550				

Date created: 8/13/2019
Last Data Uploaded: 8/13/2019 3:32:02 AM

Developed by  Schneider
GEOSPATIAL



Okaloosa County Property Appraiser

search...

Log In



Layers ▾

Report

Map

Search

Sales Search

Sales List

More ▾

Parcel Summary

Parcel ID	00-2S-22-0000-0001-0570
Location Address	HWY 98 HWY DESTIN 32541
Brief Tax Description*	BEG NE COR LOT 26 BLK A EMERALD BREEZE EST SUBD N76 DEG W ALG BDRY 404.27FT N8 DEG E ALG R/W 301.02FT TO S R/W HWY 98 S76 DEG E ALG R/W 1030.6FT TO E R/W REGATTA BAY BLVD THC S8 DEG W ALG R/W 150.94FT THC ALG CRV 285.93FT THC ALG CRV 79.45FT TO NORTH LINE OF SOVEREIGN ISLE SUBD N81 DEG W ALG LINE 717.76FT N8 DEG E 250.94FT TO POB <i>*The Description above is not to be used on legal documents.</i>
Property Use Code	VACANT COM (001000)
Sec/Twp/Rng	00-2S-22
Tax District	Destin (District 10)
Millage Rate	12.8406
Acreage	10.600
Homestead	N
Acreage (GIS)	10.61
Fire District	N/A

[View Map](#)

Owner Information

Primary Owner
Guidry Properties LLC
1901 Manhattan Blvd Bldg H
Suite 101
Harvey, LA 70058

Valuation

	2018 Certified Values	2017 Certified Values	2016 Certified Values
Building Value	\$0	\$0	\$0
Extra Features Value	\$0	\$0	\$0
Land Value	\$2,208,548	\$2,103,379	\$2,103,379
Land Agricultural Value	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0
Just (Market) Value	\$2,208,548	\$2,103,379	\$2,103,379
Assessed Value	\$2,208,548	\$2,103,379	\$2,103,379
Exempt Value	\$0	\$0	\$0
Taxable Value	\$2,208,548	\$2,103,379	\$2,103,379
Maximum Save Our Homes Portability	\$0	\$0	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
001000	COMM VACANT	10.60	AC	0	0

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	07/25/2012	\$4,730,000	SW	3048	1130	Unqualified (U)	Vacant	HANCOCK BANK	GUIDRY PROPERTIES LLC
N	01/30/2012	\$100	MS	3019	2773	Unqualified (U)	Vacant	US DISTRICT COURT/ SARAH CRANE AS SPECIAL MAS	HANCOCK BANK
N	12/21/2004	\$100	SW	2582	238	Unqualified (U)	Vacant	SW EMERALD CORNER LTD	COLEMAN L KELLY TRUST
N	12/17/2004	\$1,127,500	SW	2582	1985	Qualified (Q)	Vacant	SW EMERALD CORNER LTD	COLEMAN L KELLY TRUST
N	10/07/2003	\$1,127,500	SW	2490	4502	Qualified (Q)	Vacant	KELLY COLEMAN L TRUST	SW EMERALD CORNER LTD
N	05/01/1991	\$100	WD	1607	1533	Unqualified (U)	Vacant		KELLY C L

Area Sales Report

From: 2015-01-01 To: 2019-08-13

Sales by Distance 1500 Feet

Tax Collector

[Click here to view the Tax Collector website.](#)

Generate Owner List by Radius

Distance:

100 Feet

Show address of: ☒ Owner ☐ Property

Additional owner options:

☒ All Owners

Additional mailing label options:

Download format:

Address labels (5160)

International mailing labels that exceed 5 lines are not supported on the Address labels (5160). For international addresses, please use the xlsx, csv or tab download formats.

Download

☐ Show parcel id on label

Skip labels: 0

No data available for the following modules: Building Information, Extra Features, Building Area Types, Sketches.

Contact Information

□ Announcements



ATTACHMENT "3"

PREPARED BY:

HANCOCK BANK
Attn: Deborah Hunt
1022 W. 23rd Street
Panama City, Florida 32405

Property: 10.6 acres, Emerald Coast Parkway, Destin, Florida
Parcel ID: 00-25-22-0000-00010570
CONSIDERATION: \$4,730,000.00

SPECIAL WARRANTY DEED

THIS INDENTURE, made as of and effective the 25th day of July, 2012, by and between Hancock Bank, as Assignee of Peoples First Community Bank, a banking corporation organized and existing under the laws of the State of Mississippi and authorized to engage in banking under the laws of the State of Florida (the "Grantor"), and Guidry Properties, LLC, a Florida limited liability company, (the "Grantee") whose current post office address is: 1901 Manhattan Blvd. Building H, Suite 101, Harvey LA 70058.

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to Grantor in hand paid by the Grantee, the receipt of which is hereby acknowledged, have granted, bargained and sold to the Grantee, and does hereby grant, bargain and sell to the Grantee, its successors and assigns forever, the following described lands, situate, lying and being in the County of Okaloosa, State of Florida (the "Land"), to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH all of the improvements now or hereafter erected on the Land, and all easements, appurtenances, and fixtures now or hereafter a part of the Land (collectively, the "Property"), subject to those matters set forth in Exhibit "A" following the legal description of the Land (the "Permitted Exceptions").

To have and to hold the Property in fee simple forever.

GRANTOR AND GRANTEE ACKNOWLEDGE AND AGREE THAT, EXCEPT FOR THE GRANTOR'S EXPRESS COVENANTS, REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SPECIAL WARRANTY DEED, THE SALE OF THE PROPERTY IS WITHOUT ANY WARRANTY, AND THAT GRANTOR HAS MADE NO, AND EXPRESSLY AND SPECIFICALLY DISCLAIMS ANY AND ALL, REPRESENTATIONS, GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW OR RELATING TO THE PROPERTY.

Except as otherwise set forth in this Special Warranty Deed or in the Permitted Exceptions, the said Grantor does hereby fully warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness Signature: Deborah Hunt
Print Name: Deborah Hunt

Witness Signature: Debie Sasser
Print Name: Debie Sasser

"GRANTOR" HANCOCK BANK

By: E. Dale Lindsey, Jr.
Title: Vice President
Address: One Hancock Plaza
P.O. Box 4019
Gulfport, MS 39502

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 25th day of July 2012, by E. Dale Lindsey, Jr. Vice-President of Hancock Bank on behalf of a corporation. He is personally known to me or who produced identification and who did not take an oath.

[Signature]
Notary Public
My Commission Expires



[seal]

“Exhibit A”

Legal Description:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Okaloosa, STATE OF FL, AND IS DESCRIBED AS FOLLOWS:

Begin at the Northeast corner of Lot 26, Block A of Emerald Breeze Estates Subdivision as recorded in Plat Book 11, Page 71, of the Public Records of Okaloosa County, Florida; thence on the Eastern most North boundary of said Emerald Breeze Estates, and the Northern most Eastern boundary of said Emerald Breeze Estates the following two (2) calls: (1) proceed North $76^{\circ}43'33''$ West, a distance of 404.27 feet to the East right of way line of Kel-Wen Circle per the aforementioned plat of Emerald Breeze; (2) thence North $08^{\circ}33'01''$ East, on said East right of way, a distance of 301.02 feet to a point on the Southerly right of way line of State Road 30, (right of way varies); thence departing said Emerald Breeze Subdivision proceed South $76^{\circ}43'33''$ East, on said Southerly right of way line, a distance of 1030.60 feet to the point of intersection with the Westerly right of way line of Regatta Bay Boulevard South, (right of way varies); thence departing said South right of way line proceed on the West right of way line of said Regatta Bay Boulevard South the following three (3) calls: (1) thence South $08^{\circ}55'39''$ West, a distance of 150.94 feet to the point of curvature of a curve concave Easterly and having a radius of 575.00 feet; (2) thence on said curve through a central angle of $28^{\circ}29'31''$, an arc distance of 285.93 feet, (chord bearing = South $05^{\circ}19'07''$ East, chord distance = 283.00 feet), to the point of reverse curvature of a curve concave Westerly and having a radius of 234.00 feet; (3) thence on said curve through a central angle of $19^{\circ}27'12''$, an arc distance of 79.45 feet, (chord bearing = South $09^{\circ}50'16''$ East, chord distance = 79.07 feet) to the point of intersection with the North line of Sovereign Isle Subdivision, as recorded in Plat Book 15, Page 55, of the Public Records of Okaloosa County, Florida; thence on the North line of said Sovereign Isle proceed North $81^{\circ}25'22''$ West, a distance of 717.76 feet to the point of intersection with the Eastern most boundary of the aforementioned Emerald Breeze Estates Subdivision; thence on said Eastern most boundary proceed North $08^{\circ}57'20''$ East, a distance of 250.94 feet to the Point of Beginning.

Special Warranty Deed and Owner's Affidavit Exceptions:

Taxes and assessments for the year 2012 and subsequent years, which are not yet due and payable.

Declarations of Covenants, Conditions and Restrictions recorded in Official Records Book 1886, Page 441 and Official Records Book 1886, Page 455, of the public records of Okaloosa County, Florida,

JN

[illegible]

**GUIDRY PROPERTIES, LLC.
ALTA/ACSM LAND TITLE SURVEY**

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 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: November 22, 2019

SUBJECT: First reading of Ordinance 19-34-LC relating to changes to the Zoning Map, which changes the zoning of one parcel from Residential, Office Institutional - Tourist Development (ROI-TD) to Commercial General (CG)

I. BACKGROUND:

The proposed Zoning Map Amendment is a continuation of Ordinance 19-09-LC, which is a City initiated effort to align the current Zoning Map to the Future Land Use Map. Remaining Area 15 is currently zoned Residential, Office, Institutional – Tourist Development (ROI-TD). The Future Land Use designation is Commercial General (CG).

Additionally, proposed Ordinance 19-25-LC was created, under direction from City Council, which revises the Commercial General (CG) Zoning District requirements in Article 7 by (1) adding increased buffering for properties adjacent to existing residential uses or residential zoning districts and (2) changing select currently Permitted uses in the zoning district to Conditional uses, and (3) sets up a process and establish associated criteria for approval of such conditional uses.

II. DISCUSSION:

The remaining Area 15 consists of one parcel (00-2S-22-1599-0000-00A0) owned by John Brown and H. French III also known as Mid-Bay Suites. The proposed Zoning Map Amendment will align the properties' zoning classification to the Future Land Use designation. If approved, the properties' zoning classification will be based on the amended Commercial General (CG) Zoning district set forth by Ordinance 19-25-LC.

LPA RECOMMENDATION:

The proposed Zoning Map Amendment was reviewed by the City's Local Planning Agency (LPA) during a Public Hearing held on November 21, 2019. At the conclusion of the Public Hearing the LPA recommended that the City Council approve the proposed Zoning Map Amendment by adopting proposed ordinance 19-34-LC.

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

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

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

III. CONCLUSION:

The Proposed Ordinance is the last remaining effort to realign the Zoning Map with the Future Land Use Map and is consistent with Comprehensive Plan Objective 1-2.1.

IV. RECOMMENDED MOTION: I move to approve Ordinance 19-34-LC on first reading, and direct staff to advertise for second reading.

Attachments:

1. 19-34-LC (ROI TD to CG)_MidBay Suites
2. 19-34-LC_Remaining Area 15
3. Ordinance 19-25-LC Amending Consolidate Residential Office and Institutiona

ORDINANCE NO. 19-34-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, INSTITUTIONAL-TOURIST DEVELOPMENT (ROI-TD) TO COMMERCIAL GENERAL (CG); 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 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 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 has been conducted by the Local Planning Agency; 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 – Tourist Development (ROI-TD) to Commercial – General (C-G), for Okaloosa County Property Appraiser Parcel Identification Number 00-2S-22-1599-0000-00A0, which parcel 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: _____
Second Reading: _____



4463
4461
4459
4457
4455
4453
4451

4450
4452
4454
4456
4458
4460

LEGENDARY DR

EMERALD COAST PKWY

REGIONS WAY

KEL-WEN CIR

36008

36000

401
601B 301A
601A 301B
501 201
101A-B

154
35800

151

151

151

151

259
257
255
253
251
249
247
245

4555
4553
4551
258
256

239 238
237 236
235 234
233 232
231 230
229 228
227 226
225 224
223 222
221 220
219 218
217

241
239
237
235
233
231
229
227
225
223
221
219

147
149
151
153
155

145
143

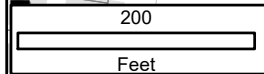
148
202
200
198
194
150
4567
154
4569
156
4564

199
197
195

193
191
189
187

1575
1577
1579
1581
1583
1585

228
227
226
225
224
223
222
221
220
219
218



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 21st 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.

Kimberly Kopp, City Land Use Attorney

Rey Bailey, City Clerk

First Reading: OCTOBER 7, 2019
Second Reading: OCTOBER 21, 2019

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 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: November 22, 2019

SUBJECT: First reading of Ordinance 19-35-LC relating to changes to the Zoning Map, which changes the zoning of one parcel from Bay Estates (BE) to Recreation (REC)

I. BACKGROUND:

The City recently acquired a parcel of land, formerly a cement plant, located at 820 Beach Drive, adjacent to Joe's Bayou Boat Launch. It is currently zoned Bay Estates with a Future Land Use designation of Bay Estates. The future use of the parcel will include improvements and added amenities listed in the Mattie Kelly Park and Joe's Bayou Boat Launch Master Plan. However, parks are not currently a permitted use in the Bay Estates Zoning District. In order for the City to utilize the parcel located at 820 Beach Drive (00-2S-22-1360-0020-0070) for recreational purposes, the parcel must be rezoned to Recreation consistent with surrounding parcels.

II. DISCUSSION:

The parcels to the East, West, and South are zoned Recreation due to the Mattie Kelly Park and Nature Walk and Joe's Bayou Boat Launch. Since the parcel located at 820 Beach Drive is an extension of the use of the Park, the parcel should be rezoned from Bay Estates to Recreation, so the use is in compliance with the zoning district.

Additionally, the Future Land Use Map will need to be amended to reflect the change from Bay Estates to Recreation. This amendment will be part of the update to the Comprehensive Plan during the Evaluation and Appraisal Report to the State.

LPA RECOMMENDATION:

The proposed Zoning Map Amendment was reviewed by the City's Local Planning Agency (LPA) during a Public Hearing held on November 21, 2019. At the conclusion of the Public Hearing the LPA recommended that the City Council approve the proposed Zoning Map Amendment by adopting proposed ordinance 19-35-LC.

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

III. CONCLUSION:

This proposed Ordinance will rezone the City acquired parcel located at 820 Beach Drive to Recreation and is consistent with Comprehensive Plan Policy 12-3.1.1.2: Orderly Development and Land Use Compatibility

IV. RECOMMENDED MOTION: I move to approve Ordinance 19-35-LC on first reading and direct staff to advertise for second reading.

Attachments:

1. 19-35-LC Cement Plant Ord
2. 19-35-LC_Cement Plant

ORDINANCE NO. 19-35-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 PARCEL DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM BAY ESTATES (BE) TO RECREATION (REC); 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 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 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 has been conducted by the Local Planning Agency; 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 Bay Estates (BE) to Recreation (REC), for Okaloosa County Property Appraiser Parcel Identification Number 00-2S-22-1360-0020-0070, which parcel 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

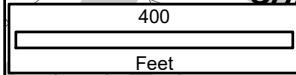
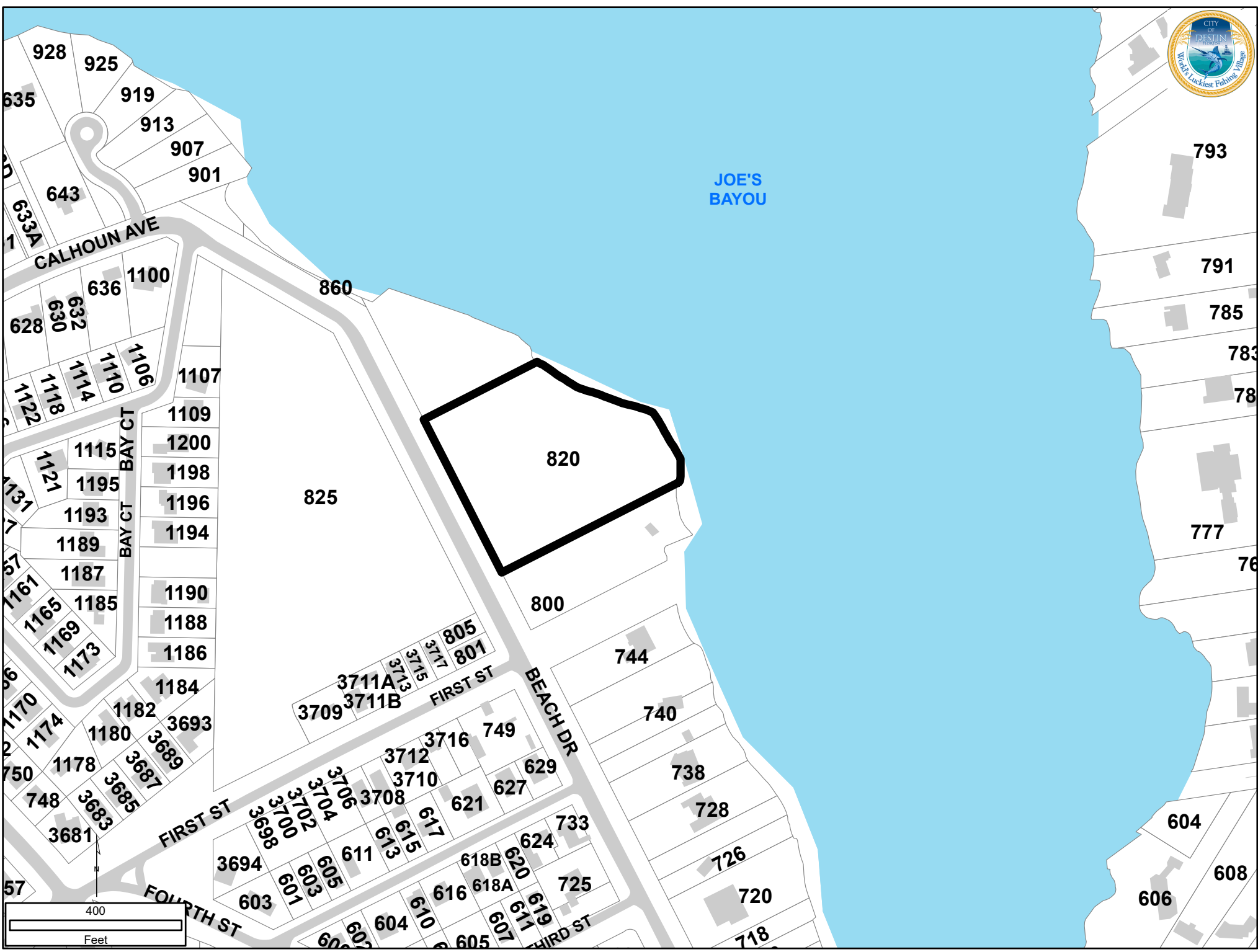
ATTEST:

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: _____
Second Reading: _____



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 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: November 22, 2019

SUBJECT: First reading of Ordinance 19-36-LC relating to the creation of a "lot split" procedure, which is an addition to the subdivision of land procedures as laid out in Article 2 of the Land Development Code

I. BACKGROUND:

Currently, the only way to divide a single parcel into two new parcels is by way of a minor subdivision. Furthermore, minor subdivisions have additional requirements, such as supplying mylar copies, for the purpose of splitting one lot into two. As a result, the process of subdividing a single parcel of land into two parcels is cumbersome for applicants.

II. DISCUSSION:

Subdivisions that create three (3) to nine (9) parcels will be considered minor subdivisions. The proposed lot split Ordinance will provide streamlined procedures and provisions suited for the division of one parcel into two parcels. Therefore, simplifying the subdivision process for dividing a single parcel of land into two parcels.

Staff is proposing an application fee of \$500 be required for a Lot Split. This shall be added to the City of Destin's Fee Schedule by resolution.

LPA RECOMMENDATION:

The proposed Ordinance was reviewed by the City's Local Planning Agency (LPA) during

a Public Hearing held on November 21, 2019. At the conclusion of the Public Hearing the LPA recommended that the City Council approve and adopt proposed ordinance 19-36-LC with the following changes to the ordinance requested by staff (these changes have already been incorporated into the Ordinance before the City Council this evening):

1. Lot Split applications shall be approved by the Community Development Director, pending the application meeting all City requirements;
2. Require only three (3) paper copies to be submitted to the City upon approval.
 - A. **Link to Strategic Goals / Objectives:**
 - B. **Effect on Budget (EOB):**
 - C. **Level of Service (LOS):**

III. CONCLUSION:

The proposed lot split ordinance is consistent with Comprehensive Plan Policy 10-2.2.3 which states the City shall continually evaluate all development permitting processes and procedures to evaluate the need for a more streamlined process.

IV. RECOMMENDED MOTION: I move to approve Ordinance 19-36-LC on first reading, direct staff to advertise for second reading, and authorize the City Manager to amend the fee resolution to include a fee in the amount of \$200 for lot split applications made pursuant to this Ordinance 19-36-LC.

Attachments:

1. 19-36-LC_Lot Split Ordinance

ORDINANCE NO. 19-36-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLE 2 OF THE LAND DEVELOPMENT CODE; PROVIDING PROCEDURES FOR LOT SPLITS; 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 procedures for the subdivision or resubdivision of land in order to provide procedures for lot splits; 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 2.19.00.

Section 2.19.00 of the Land Development Code is hereby amended as follows:

2.19.05. Lot splits. The Community Development Director may grant waivers from the platting requirements of this chapter for divisions of land that constitute a lot split:

- A. For purposes of this section, the term "lot split" shall mean a division of a tract of land or lot that will result in the creation of exactly one (1) additional lot or tract of land provided the following conditions are met:
 - 1. The lot or tract of land to be split is a previously platted lot or legal description of record.
 - 2. Each lot or tract of land created hereunder shall abut a public or approved private street, unless perpetual cross-access easements already exist on the lot to be split or are determined not to be necessary, or, if necessary, are provided by separate instrument.
 - 3. The lot split shall in every respect meet the criteria established elsewhere in this chapter and the City Land Development Code for the category of zoning and other relevant Codes under which the property is zoned.
- B. Every lot split shall be processed in the following manner:
 - 1. An application form provided by the community development department shall be completed and filed with the department, accompanied with the following:
 - a) An application fee approved by the city council by resolution;
 - b) Three (3) paper copies of the proposed lot split;
 - c) A statement indicating whether new streets, water, sewer, drainage structures, or other infrastructure are required off-site to provide sufficient access and services to the subject land; and
 - d) Legal descriptions and acreage of the two proposed lots or tracts of land and a scaled drawing showing the intended division shall be prepared by a duly licensed land surveyor registered in the state. If a lot or tract of land contains any principal or accessory structures, a survey showing the structures on the lot or tract of land shall accompany the application.
 - 2. Upon approval of the lot split by determination of the Community Development Director, the determination shall be duly recorded in the public records of Okaloosa County and recorded on the appropriate city maps and documents.
- C. No further division of an approved lot split is permitted under this section, unless a plat is prepared and approved in accordance with this chapter.

SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS _____ DAY OF _____, 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: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 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: November 22, 2019

SUBJECT: First reading of Ordinance 19-37-LC amending relating to the consolidation of the Residential, Office, Institutional - General Development (ROI-GD) and Residential Office, Institutional - Village Residential (ROI-VR) zoning districts.

I. BACKGROUND:

The proposed Ordinance is an amendment to Ordinance 19-28-LC which consolidated the Residential, Office, Institutional – General Development (ROI-GD) and Residential, Office, Institutional – Village Residential (ROI-VR) Zoning Districts. As a result, all parcels originally zoned ROI-GD are now zoned ROI-VR, and the ROI-GD zoning district was eliminated.

II. DISCUSSION:

Ordinance 19-28-LC amended Table 7-3: Schedule of Dimensional Requirements to remove all references of the ROI-GD zoning district. However, as a result of the consolidation, ROI-VR now permits nonresidential uses as conditional uses. The proposed Ordinance 19-37-LC further amends Table 7-3 to include dimensional requirements for non-residential uses in the ROI-VR zoning district.

LPA RECOMMENDATION:

The proposed Ordinance was reviewed by the City's Local Planning Agency (LPA) during a Public Hearing held on November 21, 2019. At the conclusion of the Public Hearing the LPA recommended that the City Council approve and adopt proposed ordinance 19-37-LC.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

Proposed Ordinance 19-37-LC is a revision to Table 7-3 Schedule of Dimensional Requirements and is consistent with Comprehensive Plan Objective 1-2.2: Establish Residential Land Use Designations

IV. RECOMMENDED MOTION: i move to approve Ordinance 19-37-LC on first reading and direct staff to advertise for second reading.

Attachments:

1. 19-37-LC ROI-VR Amendment to 19-28-LC
2. 19-37-LC_Table 7.3
3. Ordinance 19-28-LC - Eliminating ROI-GD _ consolidate it w-ROI-VR

ORDINANCE NO. 19-37-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLE 7 OF THE LAND DEVELOPMENT CODE TO REVISE THE RESIDENTIAL, OFFICE AND INSTITUTIONAL-VILLAGE RESIDENTIAL 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 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 November 21, 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 TABLE 7-3. Generally depicted in Exhibit A.

SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____, 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: _____

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/MDR-V - one d.u.	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
LDR-HI/MDR-HI - one d.u.	7,500	70	100	30/3 stories	N/A	N/A	20	7½	10	5.81	N/A	N/A	N/A	N/A	N/A	30	N/A	N/A
HDR - one d.u.	7,500	70	100	30/3 stories	N/A	N/A	20	7½	10	9.90	N/A	N/A	N/A	N/A	N/A	30	N/A	N/A

CL - 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
ROI-TD - one d.u.	7,500	70	100	30/3 stories	N/A	N/A	20	7½	10	12.00/R	N/A	N/A	N/A	N/A	N/A	30	N/A	N/A
ROI-VR/ROI-CBR - one d.u.	7.500	70	100	35/3 stories	N/A	N/A	20	7½	10	12.00/R	N/A	N/A	N/A	N/A	N/A	25	N/A	N/A
CBN - one d.u.	7,500	70	100	30/3 stories	N/A	N/A	20	7½	10	6.00	N/A	24.00	N/A	N/A	N/A	30	N/A	N/A
CBN-TDD - one d.u. (Y)	Y	50	150	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	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	7 1/2	10	9.00	N/A	N/A	N/A	N/A	N/A	25	N/A	N/A
CMU-V - two or	None	None	None	50/4	N/A	N/A	J	J	J	12.00	N/A	N/A	N/A	N/A	N/A	25	N/A	N/A

d.u.				stories														
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
HIMU - one d.u.	7,500	70	100	35/3 stories	N/A	N/A	20	7½	10	19.90/S	24.00/S	N/A	N/A	N/A	N/A	30	30	N/A
BRMU - one d.u.	7,500	70	100	35/3 stories	N/A	N/A	20	7½	10	20.00	N/A	N/A	N/A	N/A	N/A	25	30	30
MDR- V/MDR- HI - two or more d.u.	None	None	None	35/3 stories	N/A	N/A	C/D	C/D	C/D	9.99	N/A	N/A	N/A	N/A	N/A	25	N/A	N/A
HDR - two or more	None	None	None	80/7 stories	100/9 stories	170/16 stories/ B	J	J	J	19.90	N/A	N/A	N/A	N/A	N/A	25	30	30

d.u.																		
CBN - two or more d.u.	None	None	None	50/4 stories	N/A	N/A	20	C/D	C/D	6.00	N/A	N/A	N/A	N/A	N/A	25	N/A	N/A
CBN - non d.u.	None	None	None	50/4 stories	N/A	N/A	20	C/D	C/D	N/A	N/A	N/A	.50	N/A	N/A	25	N/A	N/A
CL - two or more d.u.	None	None	None	50/4 stories	N/A	N/A	20	C/D	C/D	12.00/Q	N/A	N/A	N/A	N/A	N/A	25	N/A	N/A
CL - non d.u.	None	None	None	E	N/A	N/A	10	C/D	C/D	N/A	N/A	N/A	.50	N/A	N/A	25	N/A	N/A
CG - two or more d.u.	None	None	None	50/4 stories	130/12 stories	N/A	M	M	M	40.00	N/A	N/A	N/A	N/A	N/A	25	30	N/A
CG - non d.u.	None	None	None	50/4 stories/F	130/12 stories/F	N/A	M	M	M	N/A	N/A	N/A	1.30	N/A	N/A	25	30	N/A
CTS	None	None	None	35/3 stories	N/A	N/A	N	N	N	U	N/A	N/A	1.30	N/A	N/A	25	N/A	N/A
ROI-VR/ROI-TD two	None	None	None	35/3 stories	N/A	N/A	C/D	C/D	C/D	12.00/R	N/A	N/A	N/A	N/A	N/A	25	N/A	N/A

or more d.u.				G														
<u>ROI-</u> <u>VR/ROI-</u> TD non d.u.	None	None	None	35/3 stories G	N/A	N/A	C/D	C/D	C/D	N/A	N/A	N/A	.50	N/A	N/A	25	N/A	N/A
CBR - two or more d.u.	None	None	None	50/4 stories	N/A	60/5 stories	O	O	O	12.00/ Q	N/A	24.00	N/A	N/A	N/A	25	N/A	30
CBR - non d.u.	None	None	None	50/4 stories	N/A	60/5 stories	O	O	O	N/A	N/A	N/A	.50	N/A	N/A	25	N/A	30
TCMU - one d.u.	5,000	50	100	35/3 stories	N/A	N/A	20	5	10	9.00	N/A	N/A	N/A	N/A	N/A	25	N/A	N/A
TCMU - two or more d.u.	None	None	None	50/4 stories	N/A	N/A	M	M	M	24.00	N/A	N/A	N/A	N/A	N/A	25	N/A	N/A
TCMU - none d.u.	None	None	None	75/6 stories	N/A	N/A	M	M	M	N/A	NA	N/A	1.5	N/A	N/A	25	N/A	N/A
CMU - two or	None	None	None	35/3	N/A	70/6	J	J	J	12.00	N/A	16.00	N/A	N/A	N/A	25	N/A	30

more d.u.				stories		stories												
CMU - non d.u.	None	None	None	H	N/A	H	J	J	J	N/A	N/A	N/A	.50	N/A	N/A	25	N/A	30
SHMU - two or more d.u. (short- term)	None	None	None	35/3 stories/l	100/9 stories	160/15 stories	P	P	P	19.90/S	26.00/S	36.00	N/A	N/A	N/A	25	18/V	12/V
SHMU - two or more d.u. (long- term)	None	None	None	35/3 stories/l	100/9 stories	160/15 stories	P	P	P	19.90/S	N/A	N/A	N/A	N/A	N/A	25	18/V	12/V
SHMU - non d.u.	None	None	None	35/3 stories/l	100/9 stories	160/15 stories	P	P	P	N/A	N/A	N/A	.60	1.75	2.50	25	18/V	12/V
NHMU - two or more d.u.	None	None	None	35/3 stories	100/9 stories	160/15 stories	M	M	M	19.90/T	26.00/ T	36.00/ T	N/A	N/A	N/A	25	18/V	12/V
NHMU -	None	None	None	35/3	100/9	160/15	M	M	M	N/A	N/A	N/A	.60	1.75	2.50	25	18/V	12/V

non d.u.				stories	stories	stories												
GRMU - two or more d.u.	None	None	None	50/4 stories	130/12 stories	200/19 stories	O	O	O	19.00/S	25.00/S	30.00	N/A	N/A	N/A	25	30	30
GRMU - non d.u.	None	None	None	50/4 stories	130/12 stories	200/19 stories	O	O	O	N/A	N/A	N/A	1.30	N/A	N/A	25	30	30
HIMU - two or more d.u.	None	None	None	50/4 stories	110/10 stories	140/13 stories	J	J	J	19.90/S	24.00/S	N/A	N/A	N/A	N/A	25	30	30
HIMU - non d.u.	None	None	None	50/4 stories	110/10 stories	140/13 stories	J	J	J	N/A	N/A	N/A	1.30	N/A	N/A	25	30	30
BRMU - two or more d.u.	None	None	None	35/3 stories	100/9 stories	180/17 stories	O	O	O	20.00	N/A	N/A	N/A	N/A	N/A	25	30	30
BRMU - non d.u.	None	None	None	35/3 stories/ W	100/9 stories/ X	180/17 stories/ X	O	O	O	N/A	N/A	N/A	.75/X	N/A	N/A	25	30	30
IN	None	None	None	35/3 stories	N/A	N/A	N	N	N	N/A	N/A	N/A	1.30	N/A	N/A	25	N/A	N/A

A	None	None	None	35/3 stories/ K	N/A	N/A	L	L	L	N/A	N/A	N/A	1.30	N/A	N/A	25	N/A	N/A
INST	None	None	None	35/3 stories	N/A	N/A	None	None	None	N/A	N/A	N/A	.50	N/A	N/A	25	N/A	N/A
REC	None	None	None	35/3 stories	N/A	N/A	None	None	None	N/A	N/A	N/A	.20	N/A	N/A	25	N/A	N/A
CON	None	None	None	15/1 story	N/A	N/A	None	None	None	N/A	N/A	N/A	.05	N/A	N/A	80	N/A	N/A

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.

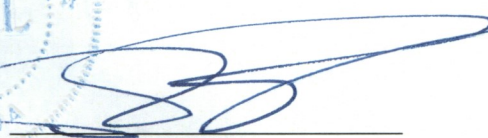
SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

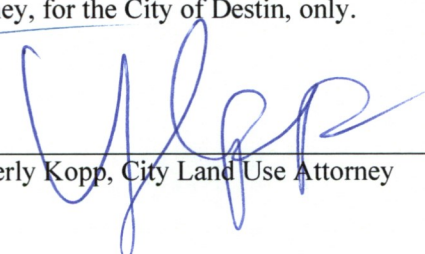
ADOPTED THIS 21ST DAY OF OCTOBER, 2019.

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: October 7, 2019

Second Reading: OCTOBER 21, 2019

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 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: November 22, 2019

SUBJECT: First reading of Ordinance 19-38-LC relating to the use of wheeled vehicles on public and private areas of the beach, which amends Section 11.08.02 of the Land Development Code,.

I. BACKGROUND:

Ordinance 18-15-LC regarding Wheeled Vehicles on the Beach was approved by City Council on the first reading held April 15, 2019 with the condition that each vendor shall be allowed additional vehicles, one per location with a maximum of three vehicles, at any time.

However, due to an inadvertent oversight, Ordinance 18-15-LC was approved on second reading May 6, 2019 without the added condition to the Ordinance.

II. DISCUSSION:

Proposed Ordinance 19-38-LC amends Ordinance 18-15-LC to include the added condition that each vendor shall be allowed additional vehicles, one per location with a maximum of three vehicles at any time.

LPA RECOMMENDATION:

The proposed Ordinance was reviewed by the City's Local Planning Agency (LPA) during a Public Hearing held on November 21, 2019. At the conclusion of the Public Hearing the LPA recommended that the City Council approve and adopt proposed ordinance 19-38-LC.

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

III. CONCLUSION:

The proposed Ordinance is a revision to include the provision that beach vendors shall only have a maximum of three wheeled vehicles total at any time, one per location. The proposed Ordinance is consistent with Comprehensive Plan Policy 6-1.5.3: Enforce Restrictions on Operation of Vehicles on Beaches.

IV. RECOMMENDED MOTION:

I move that the City Council approve Ordinance 19-38-LC on first reading and direct staff to advertise Ordinance 19-38-LC for second reading.

Attachments:

1. 19-38-LC Wheeled Vehicles on Beach Ordinance
2. Ordinance 18-15-LC Wheeled Vehicles on Beach

ORDINANCE 19-38-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO THE USE OF WHEELED VEHICLES ON PUBLIC AND PRIVATE AREAS OF THE BEACH; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AN AMENDMENT TO LAND DEVELOPMENT CODE SECTION 11.08.02, AND AMENDING SUBSECTION C(v) ; 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 of Destin has seen an increase in the number of vehicles driving on privately owned beach property; and

WHEREAS, Driving on beach is aesthetically displeasing and dangerous for beach strollers as well as damaging to the ecosystem and large-scale prohibition of driving may bring back the beach fauna and flora; and

WHEREAS, Land Development Code Section 11.08.02 bans the use of wheeled vehicles on the beach but is not clear as to whether driving vehicles on private beaches is prohibited; and

WHEREAS, the City Council has deemed it necessary to amend the existing Land Development Code to clearly and unequivocally prohibit the use of all wheeled vehicles on all beaches regardless of who owns the beach; and

WHEREAS, the City Council desires to balance the comfort and convenience of tourists and local beachgoers with the need to protect the health, safety and welfare of those on the beach as well as prevent negative environmental impacts stemming from the use of wheeled vehicles on the beach; and

WHEREAS, the City of Destin promotes tourism, including appreciation and enjoyment of the City's abundant preserved natural areas, pristine beaches, and walking and bicycling paths that make the City of Destin unique among Florida's coastal municipalities; and

WHEREAS, many coastal jurisdictions in the State of Florida, and across the nation, have standards in place to minimize the negative impacts caused by vehicular activity on both public and private beaches; and

WHEREAS, pristine beaches, clear of vehicle tracks, allow the recovery of all coastal organisms that benefit from the lack of disturbance and compacting of the substrate by the heavy vehicles; and

WHEREAS, it is widely recognized that beach driving can cause serious ecological impacts by potentially destroying nesting areas for sea turtles and birds; and

WHEREAS, in *Proposed Rule - Endangered and Threatened Wildlife and Plants; Designation of Critical Habitat for the Northwest Atlantic Ocean Distinct Population Segment of the Loggerhead Sea Turtle* (Federal Register, March 25, 2013) it is stated that, "Beach driving has been found to reduce the quality of loggerhead nesting habitat in several ways. In the southeastern United States, vehicle ruts on the beach have been found to prevent or impede hatchlings from reaching the ocean following emergence from the nest (Hosier et al. 1981, p. 160; Cox et al. 1994, p. 27; Hughes and Caine 1994, p. 237). Sand compaction by vehicles has been found to hinder nest construction and hatchling emergence from nests (Mann 1977, p. 96). Vehicle lights and vehicle movement on the beach after dark results in reduced habitat suitability, which can deter females from nesting and disorient hatchlings. If driving occurs at night, sea turtles could be run over and injured. Additionally, vehicle traffic on nesting beaches contributes to erosion, especially during high tides or on narrow beaches where driving is concentrated on the high beach and foredune."; and

WHEREAS, shore erosion can be caused by careless beach driving; and

WHEREAS, beach driving can pose a serious safety hazard to beach goers and there have been injuries and deaths to beach goers caused by vehicles in coastal areas where beach driving is allowed; and

WHEREAS, the City Council does not wish to interfere with the enjoyment and comfort of beach goers and this Ordinance will not prohibit or hinder the level of beach access currently enjoyed by both locals and tourists; 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 11.08.02.

Section 11.08.02 of the Land Development Code is hereby amended as follows:

a. **Beach Vendor Permit:** If a vendor possesses a Business Tax Receipt that permits the vendor to operate a business that rents beach chairs and beach umbrellas for profit within the Destin City limits, or which permits the vendor to provide beach chairs and beach umbrellas as an amenity provided to the guests of any condominium or hotel, and the vendor can provide written proof that it has a legal right to provide beach chairs and beach umbrellas on a beach within the Destin City limits, then the vendor shall be entitled to one (1) permit for the entire business, and any affiliated businesses. If a vendor receives such a permit, then the vendor is allowed no more than three (3) decals for the purposes of distributing and collecting beach chairs and umbrellas from the beach. Decals shall be affixed to either an ATV, or to a truck equal to, or smaller than a half ton pickup truck. Beach Vendors shall have no more than three (3) approved vehicles at three (3) different beach locations at any time. Unless enforcement of City Ordinances is suspended by the City Manager due to a pending natural disaster, then a Beach Vendor Permit shall only permit the operation of a wheeled vehicle between the hours of 5:01 p.m., CST to 9:00 a.m. CST.

SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED this ____ day of _____, 2019.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

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, Land Use Attorney

ORDINANCE 18-15-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO THE USE OF WHEELED VEHICLES ON PUBLIC AND PRIVATE AREAS OF THE BEACH; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AN AMENDMENT TO LAND DEVELOPMENT CODE SECTION 11.08.02, AND CREATING SUBSECTIONS C(i) THROUGH C(v); 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 of Destin has seen an increase in the amount of vehicles driving on privately owned beach property; and

WHEREAS, Driving on beach is aesthetically displeasing and dangerous for beach strollers as well as damaging to the ecosystem and large-scale prohibition of driving may bring back the beach fauna and flora; and

WHEREAS, Land Development Code Section 11.08.02 bans the use of wheeled vehicles on the beach but is not clear as to whether driving vehicles on private beaches is prohibited; and

WHEREAS, the City Council has deemed it necessary to amend the existing Land Development Code to clearly and unequivocally prohibit the use of all wheeled vehicles on all beaches regardless of who owns the beach; and

WHEREAS, the City Council desires to balance the comfort and convenience of tourists and local beach-goers with the need to protect the health, safety and welfare of those on the beach as well as prevent negative environmental impacts stemming from the use of wheeled vehicles on the beach; and

WHEREAS, the City of Destin promotes tourism, including appreciation and enjoyment of the City's abundant preserved natural areas, pristine beaches, and walking and bicycling paths that make the City of Destin unique among Florida's coastal municipalities; and

WHEREAS, many coastal jurisdictions in the State of Florida, and across the nation, have standards in place to minimize the negative impacts caused by vehicular activity on both public and private beaches; and

WHEREAS, pristine beaches, clear of vehicle tracks, allow the recovery of all coastal organisms that benefit from the lack of disturbance and compacting of the substrate by the heavy vehicles; and

WHEREAS, it is widely recognized that beach driving can cause serious ecological impacts by potentially destroying nesting areas for sea turtles and birds; and

WHEREAS, in *Proposed Rule - Endangered and Threatened Wildlife and Plants; Designation of Critical Habitat for the Northwest Atlantic Ocean Distinct Population Segment of the Loggerhead Sea Turtle* (Federal Register, March 25, 2013) it is stated that, "Beach driving has been found to reduce the quality of loggerhead nesting habitat in several ways. In the southeastern United States, vehicle ruts on the beach have been found to prevent or impede hatchlings from reaching the ocean following emergence from the nest (Hosier et al. 1981, p. 160; Cox et al. 1994, p. 27; Hughes and Caine 1994, p. 237). Sand compaction by vehicles has been found to hinder nest construction and hatchling emergence from nests (Mann 1977, p. 96). Vehicle lights and vehicle movement on the beach after dark results in reduced habitat suitability, which can deter females from nesting and disorient hatchlings. If driving occurs at night, sea turtles could be run over and injured. Additionally, vehicle traffic on nesting beaches contributes to erosion, especially during high tides or on narrow beaches where driving is concentrated on the high beach and foredune."; and

WHEREAS, shore erosion can be caused by careless beach driving; and

WHEREAS, beach driving can pose a serious safety hazard to beach goers and there have been injuries and deaths to beach goers caused by vehicles in coastal areas where beach driving is allowed; and

WHEREAS, the City Council does not wish to interfere with the enjoyment and comfort of beach goers and this Ordinance will not prohibit or hinder the level of beach access currently enjoyed by both locals and tourists; 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 11.08.02.

Section 11.08.02 of the Land Development Code is hereby amended as follows:

~~C. Wheeled vehicles. The use of wheeled vehicles, other than emergency and public safety vehicles, turtle nest monitoring, baby strollers, or equipment for mobility impaired persons, is prohibited except by special permit.~~

C. **Wheeled vehicles.** This clause is applicable regardless of whether the beach is privately owned or open to the public. Violations of this clause shall subject the violator to code enforcement proceedings, criminal prosecution, or both.

(i) **Definition of Wheeled vehicle.** Anything that moves on wheels, sleds, or treads, and is able to transport/carry things or people, and which utilizes a form of propulsion such as: (1) a motor that is gas powered, wind powered, coal powered, wood powered, solar powered, kinetically powered, or battery powered; (2) an internal combustion engine; or (3) pedals, chains, springs, or hydraulics for manual propulsion. Additionally, anything that is pulled by a horse, mule, camel, or donkey, and which transports things or people, is also a Wheeled vehicle for purposes of this section.

a. **Express Exceptions:** Baby strollers weighing less than 100lbs; wagons/wheelbarrows/hand-carts/pull-carts that are pushed/pulled by a human; wheelchairs weighing less than 300lbs.

(ii) **Definition of Beach.** The zone of unconsolidated material that extends landward from the mean low water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves. Also, the definition of beach includes: (1) any undeveloped property wherein a federal spoils easement exists for the placement of fill from a dredging operation; (2) any undeveloped sandy areas, including sea oats, within a 1,000 foot radius of the Army Corp of Engineers jetty located on the eastern shore of the East Pass; (3) any sandy areas, including sea oats, seaward of any home or condominium building, located between the Army Corp of Engineers jetty located on the eastern shore of the East Pass, and the entrance of the Destin Harbor; or (4) any undeveloped sandy areas, including sea oats, located on Norriego Point, including the City park, and any sandy areas within 1,000 feet of the park and on Norriego Point.

(iii) **Permit Required.** Any wheeled vehicle on a beach within the Destin City Limits shall have a permit decal displayed prominently on the front windshield of the vehicle. The permit decals shall be issued annually by the City Manager, or City Manager's designee. Permit decals shall be free of charge, and shall be issued within a reasonable time of request.

(iv) **Permit Eligibility.** The following wheeled vehicles shall be the only wheeled vehicles eligible to receive permit decals: (1) Any governmental vehicle that is operated by any law enforcement agency with jurisdiction over the beaches within the Destin City Limits, (2) Any governmental vehicle operated by the Destin Fire District, or any lifeguards officially sanctioned by the Destin Fire District, the Okaloosa County TDC, or the City of Destin, (3) Any wheeled vehicle owned or operated by a state or federal agency that requires the use of a vehicle on the beaches within the Destin City Limits, (4) Any vehicle that is utilized by a life safety entity, or organization, to perform life safety or rescue operations, (5) Any vehicle owned or operated by a non-profit entity that is licensed by the state or federal government to rescue or monitor endangered wildlife, injured native wildlife, turtles, manatees, or dolphins, (6) Any vehicle necessary for beach cleaning, or raking, which is owned or operated by an individual or entity that is contracted by a governmental entity or agency, or (7) Any Beach Vendor whom meets the requirements of subsection (a)., below.

a. **Beach Vendor Permit:** If a vendor possesses a Business Tax Receipt that permits the vendor to operate a business that rents beach chairs and beach umbrellas for profit within the Destin City limits, or which permits the vendor to provide beach chairs and beach umbrellas as an amenity provided to the guests of any condominium or hotel, and the vendor can provide written proof that it has a legal right to provide beach chairs and beach umbrellas on a beach within the Destin City limits, then the vendor shall be entitled to one (1) permit for the entire business, and any affiliated businesses. If a vendor receives such a permit, then the permit shall be affixed to either an ATV, or to a truck equal to, or smaller than a half ton pickup truck. Unless enforcement of City Ordinances is suspended by the City Manager due to a pending natural disaster, then a Beach Vendor Permit shall only permit the operation of a wheeled vehicle between the hours of 5:01 p.m., CST to 9:00 a.m. CST.

b. **Construction Beach Permits:** If the City issues any permit in connection with construction activities, or design activities associated with permitted construction activities, that might occur on any beach, then the permittee shall be eligible to receive a reasonable number of wheeled vehicle Construction Beach Permits to allow the construction or design activities to be completed. The number of reasonable Construction Beach Permits shall be determined by the City Manager on a case by case basis.

(v) **Decals.** For each Permit issued under this section, a decal will be issued, which shall be affixed to the permitted wheeled vehicle. New decals with different color codings shall be issued each calendar year, and it is the duty of Permit holder to obtain a new decal each calendar year. Beach Vendor permit decals, and Construction Beach Permits shall be color coded differently from the other six categories listed in section (iv) above, in order to assist law enforcement with enforcing this ordinance.

(vi) **Criminal Penalty.** It shall be unlawful for any person to place, leave, drive, or cause to be driven, an unpermitted wheeled vehicle on any beach within the Destin City Limits. Anyone in violation of this clause shall be guilty of a second degree misdemeanor and, upon conviction thereof, shall be fined or imprisoned, or both, as

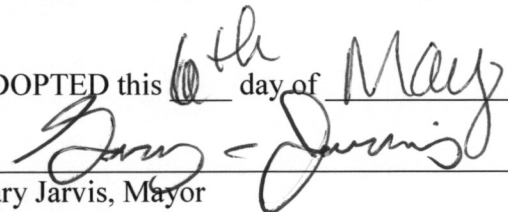
provided by law, and in addition shall pay all costs and expenses incurred in the prosecution of such violation.

SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

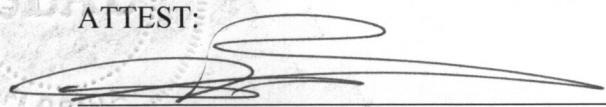
SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED this 6th day of May, 2019.


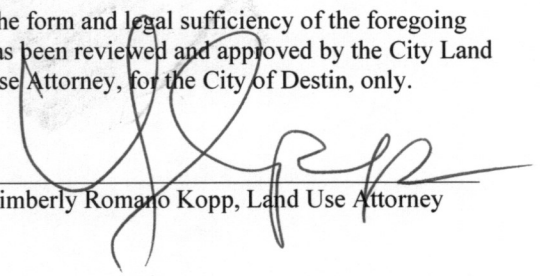
Gary Jarvis, Mayor

ATTEST:



Rey Bailey, City Clerk

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, Land Use Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Minutes of Standing Committees/Board Meetings

I. BACKGROUND:

In an effort to get committee information to Council in a timelier manner, staff will start placing draft committee meeting minutes on the Council's consent agenda for informational purposes.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION: None. Informational item for City Council.

Attachments:

1. Draft minutes PWPS - 11-12-19
2. Draft minutes Harbor CRA-AC 11-13-19
3. Draft Minutes - LPA 11-21-19

**MINUTES OF THE
PUBLIC WORKS/SAFETY COMMITTEE MEETING
TUESDAY, NOVEMBER 12, 2019 - 5:30 PM
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE:

Chairman Ramswell called the Public Works/Safety Committee to order on Tuesday, November 12, 2019 at 5:30 p.m.; which was followed by Pledge of Allegiance.

2. ROLL CALL:

Members Present

Anthony Ramswell
Tom Weidenhamer
Jim Wood, Jr.
Mike Parker

Members Absent

Kevin Schmidt

Staff

Kim Montgomery, Deputy City Clerk
Joe Bodi, Engineering Assistant
Michael Burgess, PW Director

3. APPROVAL OF MINUTES: October 12, 2019

Motion by Committee member Weidenhamer seconded by Committee member Wood; the members voted 5-0 to approve the October 12, 2019 minutes as written.

4. OLD BUSINESS:

➤ **Annual Report & Work Plans**

Staff and committee members reviewed their past years work plans and made modifications and additions for projects to work towards for the coming year. Mr. Bodi explained once they're updated from this meeting he will bring them back at their December meeting for final review prior to scheduling on a council agenda for presentation. Committee member Wood asked if the intention is to present this to Council in January 2020. According to the Engineering Assistant; that is his intention.

According to the Engineering Assistant the motions from 2019 would need to be implemented into the Annual Report.

The Chairman asked about Implementation to Provide Assistance for the Gulf Environment Benefit Fund. The Engineering Assistant explained that is the National Fish & Wildlife Fund (NFWF) projects, which are headed under the Strategic Plan; adding that there are two projects that will be coming forward for their review at their next meeting; Cross Street outfall and Calhoun Avenue outfall.

There was a discussion regarding the line of sight work plan item for trees and bushes that either need to be trimmed up or removed; especially in front of restaurant businesses along Highway 98. According to the Engineering Assistant, a lot of the existing landscaping will be removed with the new landscaping project that FDOT will be starting after the 3R Project is finished. Mr. Burgess added that he will reach out to the project manager on the status of the plans and report back at their next meeting.

The members discussed adding the Sales Tax Advisory Subcommittee as an additional work plan item and what heading it should fall under. The Engineering Assistant explained that since it has a 10-year life span and then will sunset; it should be under Strategic Goals heading.

The members briefly discussed the need for Council member Menchel to fill the empty seat vacated by Committee member Jata.

The member discussed the sidewalk work plan item and how the ongoing prioritization from this committee is to have sidewalks on all high traffic and collector roadways installed or repaired first. Then once those are constructed, all other roads in the city that do not have sidewalks will be constructed. Mr. Burgess added that at the Visioning Session last week, one of the discussions was to have wider sidewalks than the normal 4-foot sidewalks that have been installed in the past. Adding that all sidewalks constructed 6-foot or wider will now be made of 4,000psi instead of 3,000 and will be fiber reinforced. Committee member Wood asked what the cost is for those sidewalks. According to Mr. Burgess the cost is \$5.75 a square foot.

The Chairman asked what the stormwater utility fee adoption is about. According to the Mr. Burgess, the utility would be a user fee based system and the bill would be based on the impervious surfaces on the lot. Adding that initially this would require a feasibility study to be performed by an Engineering Firm to calculate the types of revenue to expect; based on that amount of impervious surface of the equivalent residential unit. He stated the city is not pursuing this at this time, however the Stormwater and Flood Plain Management Review Fees were recently adjusted for development orders and building permits.

The members discussed the updated Low Speed Vehicle (LSV) policy and how it will go back to Council on December 2nd for further direction. Mr. Burgess pointed out the map with the updated allowable roadways in the city where all LSV's to be used is up-to-date. And currently, the determination if an ordinance needs to be written or not is still at the legal level and once that determination is made; staff will provide an update to the members.

5. BICYCLE SUB COMMITTEE REPORT:

Nothing to report

6. COMMITTEE MEMBER COMMENTS:

Committee member Wood –

➤ Spoke of the new bike lanes that have been installed with the 3R Resurfacing Contract and mentioned that he has seen comments about how they have a lot of debris built up and they need to be swept. According to Mr. Burgess, he will get with FDOT about scheduling his staff to assist in keeping them swept. Mr. Bodi added that people need to be aware that as long as the project is still under construction; they should be careful of potential hazards.

➤ Asked staff what the cost is for the yellow flashing speed signs similar to what the City of Fort Walton Beach has where they show the speed of the traveler and flash when they are over the speed limit. According to Mr. Bodi, just the LED blinking stop signs on Gulf Shore Drive are \$4,700.00 apiece.

➤ Mentioned the need to schedule Joe D'Agostino to attend a meeting to speak to them about beach safety so they'll have all the correct information to provide to people; if asked.

➤ Bike safety/helmet fitting course - either OCSO or the Emerald Coast Regional Council to provide that service.

Chairman Ramswell –

➤ Mentioned he spoke with the City Attorney regarding the city's need to have extra officers at the Seafood Festival and he will provide an update once he gets the information.

7. OLD BUSINESS:

Public Services Report – Nothing discussed.

Having no further business at this time, the meeting adjourned at 6:15 p.m.

Adopted and approved this _____ day of _____ 2019

Anthony Ramswell, Chairman

Kim Montgomery, Deputy City Clerk

**MINUTES
HARBOR COMMUNITY REDEVELOPMENT AGENCY
ADVISORY COMMITTEE MEETING
NOVEMBER 13, 2019 - 5:30 PM
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER:

The City Attorney called the meeting to order at 5:30 p.m. and asked for a motion for a Chairman Pro-Tem since both the Chairman and the Vice Chairman are absent.

Committee member Raim made the motion to nominate Committee member Sandy Trammell as the Chairman Pro-Tem with Committee member Jones providing the second. A roll call vote of 5-0 was taken and the motion passed.

2. PLEDGE OF ALLEGIANCE AND ROLL CALL:

HCRA-AC Members:

Present

Sandy Trammell
Jan Best
Casey Jones
Mike Raim
Barbara Mizell

Absent

Mike Buckingham
James Green

Staff Present

Kim Montgomery, Deputy City Clerk
Traci Goodhart, Planner
Louis Zunguze CD Director
Kyle Bauman, City Attorney
Joey Forgione, Code Compliance Mgr.

3. MINUTES FOR APPROVAL: September 11, 2019 Minutes

Motion by Committee member Raim, seconded by Committee member Jones the members approved the minutes as written with a 5-0 vote.

4. NEW BUSINESS:

• Meeting Notification Discussion

The members and staff briefly spoke of staff's timeline they will be following to obtain a quorum from the members and how they prefer to be notified by staff.

• Livery Vessel Presentation and Recommended Action Items

The Community Development Director introduced Traci Goodhart, the city's new Planner to the members. He then spoke of the recommendations that they made at their last meeting and staff is now asking them to review the policy changes staff created as a result of that meeting and ultimately make a recommendation to Council to direct staff to write ordinances for those changes.

Mrs. Goodhart explained to the members that Chapter 13, Section 13-144 of the Code of Ordinance is the chapter for the application and the requirements for the review process. She explained that initially, the application is forwarded to the Code Compliance Division for its initial review, it is then forwarded to the Planning Division for the parking review. She spoke of how the parking review standards are based out of Article 8.06.04, where they ensure that the correct number of parking spaces are available per person/per vessel or watercraft (1-parking space per every 4-passengers or 1-parking space per every 4-personal watercraft). The next step, is the application is then forwarded on to the Building Department to ensure it

meets the Florida Building Code Requirements. And lastly, the application is forwarded back to the Code Compliance Department so inspections of Livery Vessels can be conducted prior to the issuance of the permits. She then presented the members with the following issues and solutions:

- ❖ **Issue:** There is no submittal requirement which provides Staff with an inventory of all current and existing uses on a property.

Solution: Amend Section 13-144 of the Code of Ordinances to include as a requirement of the application, a complete list of current and existing uses on the property, the size/quantity of each use, and a notarized acknowledgment by the property owner.

Harbor CRAAC Recommendation: Inventory all existing uses on a property, not limited to livery vessels but to all other uses.

Fix: Amend Section 13-144, Code of Ordinances to require a list of ALL current and existing uses on property to be submitted with application, to include:

- **List of ALL seasonal, current, and existing uses on property (i.e., size and quantity)**
- **Requires notarized form of acknowledgement from property owner**

Committee member Best suggests adding the word “*yearly*” between ALL and seasonal to the bullet point to read, “*List of ALL yearly to include: seasonal, current and existing uses on property (i.e., size and quantity).*”

- ❖ **Issue:** There are not adequate definitions for all vessel types (i.e., charter, rental, private vessels) operating within the City of Destin. Staff requires clarification for determining parking requirements and zoning compliance.

Solution: Amend LDC to include one general definition for water vessel types; operating as a charter, livery, or private vessel.

Harbor CRAAC Recommendation: Amend LDC to include one general definition for “passenger vessel,” operating as a charter, livery, or private vessel.

Fix: Amend Article 3, LDC and Section 13-141, Code of Ordinances to include an umbrella definition for passenger vessel to include the following:

1. **Passenger vessel** - a marine vessel whose primary function is to carry passengers to and from, and can further be defined as:
 - a) **Charter** – a marine vessel that is for hire; operated by a licensed Captain
 - b) **Livery** – a marine vessel (i.e., pontoon or personal watercraft) that is rented by the hour or daily basis.
 - c) **Private** - a marine vessel not engaged in business (business includes, but is not limited to, transportation of passengers for hire or commercial fishing).

Committee member Best asked what category the floating bars fall under. According to the Code Compliance Manager, Joey Forgione; they would fall under the Charter category since they are considered

fare carrying vessels. Committee member Best questioned whether the two floating tiki type bars that she has seen are captained by someone that actually has their license per the Coast Guard guidelines. Chairman Pro-Tem Trammell stated that they may have just the one license that is used for all of their vessels. Mr. Forgione stated that he would check into this and report back to them with what he finds out.

Committee member Raim spoke of witnessing right after sunset in the summer months several pontoon boats being towed in from the direction of Crab Island into Joe's Bayou en masse and perhaps being parked behind residential homes every night.

According to Mr. Forgione, what he is not sure of is if these boats are being rented in the city jurisdiction or if they're just being stored. According to Committee member Raim that is correct and mentioned that none of the boats he's seen being towed in have any commercial markings on them, so he is not sure either. Mr. Forgione stated that once he can get the night shift on staff he should be able to get better intel on how to direct his harbor unit.

- ❖ **Issue:** There is not enough specificity regarding the requirement for permanent bathrooms for use by livery vessel patrons.

Solution: Amend Section 13-145(4), Code of Ordinances to require permanent Florida Building Code – Accessibility/ADA compliant restrooms. Committee member Best asked to add the word “on-site” after restroom to read, *Accessible ADA compliant restrooms onsite*.

Harbor CRAAC Recommendation: Amend Section 13-145(4) to require ADA compliant restrooms, during hours of operation per Florida Building Code.

Fix: Amend Section 13-145(4), Code of Ordinances to include a requirement for permanent restroom facilities to meet and comply with the Florida Building Code for ADA accessibility.

Chairman Pro-Tem asked for clarification that the Code still reads that the restrooms have to be within 100-feet of the waters edge and wants assurance that this amendment would not negate that rule.

Sec. 13-145. - General regulations/standards.

(4) Permanent ADA accessible restrooms and business-owned trash and recycling receptacles must be provided on the property on which the livery vessel docking location is located.

- ❖ **Issue:** The only requirement concerning the parking plan is that it must be drawn to scale and must “demonstrate compliance”. There are no requirements in place which indicate what specifically should be included as a part of the parking plan that demonstrate compliance with Article 8, LDC.

Solution: Amend Section 13-144(9) to include a specific list of requirements for a submitted parking plan, such as aisle dimensions, stall dimensions, specific allotted spaces, and the uses.

Harbor CRAAC Recommendation: Amend Section 13-144(9) to a specific list of requirements on the submitted parking plan, such as aisle dimensions, stall dimensions, specific allotted spaces for uses, etc.

Fix: Amend Section 13-144(9), Code of Ordinances to include a list of requirements for submitted

parking plans, drawn to scale, and submitted by property owner:

- Aisle and parking stall dimensions
- Total number of spaces provided on property
- Identify spaces used by ALL subject business on parking plan (i.e., restaurant, livery)
- Use (i.e., customer or employee parking, storage, etc.)

❖ **Issue: Parking standard requirements are not the same for ALL passenger carrying vessels (i.e., charter boats, livery, and personal watercraft).**

Solution: Amend Article 8.06.04, LDC to require the U.S. Coast Guard rated passenger capacity of 1 space per 4 passengers for all “passenger vessels”

Harbor CRAAC Recommendations:

Amend Article 8.06.04, to use the U.S. Coast Guard rated passenger capacity of 1 space per 4 passengers as the parking review standard for both livery and charter vessels. In addition, amend the LDC to require all passenger vessels have the same parking standards and require staff parking for livery vessels.

Fix: Amend Article 8.06.04, LDC to Require all passenger vessels (newly defined) have the same parking standard to match the Coast Guard rated passenger capacity of 1 space per 4 passengers.

1. Require all passenger vessels (newly defined) have the same parking standard to match the Coast Guard rated passenger capacity of 1 space per 4 passengers.
2. Require Staff parking for livery vessels
 - a) 1 space per employee

According to Committee member Best, there is no reference to on or off site parking and asked if they are referencing a requirement to have onsite parking; like the bathroom facilities. Adding that the businesses should be able to rent off site spaces for their employees; if necessary.

Chairman Pro-Tem stated that it should be dedicated in the businesses parking plan submittal.

According to Mrs. Goodhart, all the applicant would need to do is to note the locations and inform Code Compliance where their employee parking is located, whether on or off site, and if off site; where it's located.

Committee member Best asked for clarification regarding the personal watercrafts that they can have four passengers for one parking space. According to Ms. Goodhart, currently that is the ruling however staff is wanting to change that parking review standard to match the US Coastguard's one space per four passengers.

Committee member Jones pointed out that on the jet ski, there should be a medallion that states how many passengers it will carry.

According to Committee member Best, the way the parking requirements read and how their

comprehended does not sound the same and both she and Chairman Pro-Tem Trammell agreed that the languages needs additional work so that it reads the way it's intended; or, staff will be challenged.

In discussions the members all agreed that the Fix should be amended to read: ***“Require all passenger vessels have the same parking standard to match the Coast Guard passenger rated capacity of 1 space up to 4 passengers.”***

- ❖ **Issue:** Parking Agreements that are submitted for other properties are not in a standard form, and therefore the content included, and the time periods vary from property to property. Additionally, staff has no way to determine if properties have more than one parking agreement per site.

Solution: A City form or template for parking agreements will be created, to include the number and location of parking spaces being used, and the lease term and other parking agreements.

Harbor CRAAC Recommendation: A standard template for parking agreements will be created as a City form. This will include specific required content such as other parking agreements, lease term, other conditions, etc.

Fix: City Staff will create a standardized form for parking agreements submitted by the property owner to include:

- Copies of all parking agreements on property
- Total number and location of parking spaces being used
- Lease term
- Notarized and recorded form of acknowledgement from the property owner

According to Ms. Goodhart, the parking agreement and plans is on the property owner since they are the ones that are entering the leasing agreements with others.

Committee member Best asked for clarification that what staff will do, is look at the form and compare it to what was required when the building was originally built. According to Mr. Zunguze, that is correct, and it will have to be consistent and approved by the city. Adding that the requirement for recording the acknowledgement was advised by the Land Use Attorney, Kim Kopp or otherwise the documents are meaningless.

In regards to the different businesses that are using one property for parking; Committee member Mizel asked if staff intended to list them all individually by property to make the determination how many are using the spaces. According to Mr. Zunguze, the owner has to declare how many businesses he has on his property and his dedicated parking.

Committee member Raim spoke of multiple businesses at a location and the overlapping component that comes into play and how is that going to be handled.

The Chairman Pro-Tem added that if a business is adding a new venue that requires parking, would they be under the new requirements or the old parking requirements.

According to Mr. Zunguze, there is no grandfathering anymore and the parking spaces for all the businesses would be required per the new regulations; which should be in place before this coming summer season.

- ❖ **Issue:** As part of a shared parking agreement, different businesses utilize the same space during various operating hours (i.e., day or night). Currently, the Code Compliance Department has no way to enforce shared parking during site visits.

Solution: As part of the application process, in addition to, a parking plan and parking agreement provided by the property owner, the livery business will provide its personnel and patrons with parking passes to be displayed in vehicle.

According to Mr. Forgione, staff will conduct site inspections and if there is a car parked that does not have the proper pass; the property owner will be in violation. Committee member Best stated that she has been doing this at her business for two years now and spoke of how it works. Adding that someone will only forget to put their pass up once or park illegally after getting towed.

The Chairman Pro-Tem asked if the city has the authorization to tow a vehicle.

According to Mr. Forgione, the city does not but they do have the authority to write a Notice of Violation (NOV) and take the business owner to the Special Magistrate.

Committee member Raim asked what the fines are. According to Mr. Forgione the fines, after not coming into compliance are:

- \$500.00 Administrative Fee
- \$500.00 per day for the business until the business comes into compliance

Citations are:

- \$50.00 per violation that go up \$50 per violation with a maximum of \$300.00

The Chairman Pro-Tem mentioned she sees a problem with the people that rent the pontoon boats having to walk back up to place the parking pass in their car. According to Mr. Forgione, he sees it as this would force the business owner and the property owners to self-enforce their parking lots. Adding that there may be some push back this upcoming year, but staff believes it will work out.

Fix: Livery businesses will provide a copy of the parking pass to the City as part of the livery application package.

- ❖ **Issue:** The application currently includes an “Affidavit of No Changes” that is not a notarized document. These applications go through a less stringent review.

Solution: Remove the “Affidavit of No Changes”

Harbor CRAAC Recommendation: Eliminate the “Affidavit of No Changes” for livery vessel applications, City-wide.

Fix: Amend the Livery Application form, removing the “Affidavit of No Changes.” The Property Owners will be required to submit a detailed parking plan, ALL parking agreements for subject property, and a notarized form of acknowledgment for each year.

- ❖ **Issue:** An applicant’s first stop to obtaining a livery vessel permit is a Business Tax Receipt (BTR). There is a misconception among members of the public that once you have received your BTR, the City has approved the use and business.

Solution: Concurrent application and review of BTR and livery vessel applications run concurrently.

Harbor CRAAC Recommendation: Change the review process so that a livery vessel application is reviewed for completeness in the following order:

- Code Compliance – receives application package, completeness review
- Planning – parking and BTR review
- Code Compliance - parking verification inspection
- Building – confirms proper facilities, i.e. restrooms, trash receptacles then they will issue the BTR
- Code Compliance – permit issuance and final inspection of parking plan and decal placement is in the correct location on the vessel.

Fix: Change the internal review process, as listed above. In addition to, educating operators of the proposed change.

- ❖ **Issue:** There is no current inventory of all existing livery vessel rental operators within the City of Destin.

Solution: A City-wide, site-by-site inspection is necessary to determine how many personal watercraft and livery vessels are operated within the City by:

- Physical inspections of rental locations
- Verification through the Harbor Capacity Study (to be conducted)

Harbor CRAAC Recommendation: Complete a City-wide, site-by-site inspection to determine how many personal watercraft and livery vessels are operated within the City.

Fix: A detailed inventory was conducted from May – Oct 2019:

- Yearly inventory will be conducted by code compliance
- Physical inspections of rental locations found:
 - 19 – Businesses
 - 276 – Pontoons
 - 228 – Jet skis
 - 140 – violations discovered, all brought into compliance
 - Verification through the Harbor Capacity Study
 - Pending Federal funding

Committee member Best asked why the Harbor Capacity Study is pending Federal Funding

pointing out that they asked City Council to approve the study.

Mr. Zunguze reminded the members that the city partnered with the Army Corp. of Engineers. The \$200k has been appropriated by the city but the other \$200-\$300k is still in Washington, D.C. at the Federal Level; since the study will take about \$500k altogether.

Committee member Best then asked if there is going to be funds available for Mr. Forgione to increase his staff. According to Mr. Forgione, he will need to go to Council to get direction from them to increase his staff in order to have evening shifts.

Committee member Best made the motion for the Harbor CRA-AC to recommend City Council to direct staff to amend the city codes with the following 8 motions below; with the additional changes made as discussed throughout the presentation. Chairman Pro-Tem Trammell provided the second; the motion passed with a unanimous vote of 5-0. Chairman Buckingham and Vice Chairman Green were absent.

1. *Harbor CRAAC recommends City Council to direct Staff to amend 13-144, Code of Ordinances to require an inventory of all existing and current uses on the property as part of the livery application process.*
2. *Harbor CRAAC recommends City Council to direct Staff to amend 13-145(4), Code of Ordinances, to include a requirement to provide accessibility/ADA compliant facilities per Florida Building Code for livery operations.*
3. *Harbor CRAAC recommends City Council to direct Staff to amend Section 13-144(9), Code of Ordinances to include a list of all yearly uses including seasonal requirements on submitted parking plans: (a) aisle dimensions, (b) stall dimensions, (c) number of allotted spaces and the use, and to (d) require such parking plans be notarized by the property owner.*
4. *Harbor CRAAC recommends City Council to direct Staff to amend Article 8, of the LDC to require one parking standard for all passenger vessels based on the U.S. Coast Guard rated capacity of 1 parking space per 4 passengers.*
5. *Harbor CRAAC recommends City Council to direct Staff to create a standardized template for parking agreements, and such agreements to be notarized and recorded.*
6. *Harbor CRAAC recommends City Council to direct Staff to include parking passes as part of the livery application package.*
7. *Harbor CRAAC recommends City Council to direct Staff to eliminate the "Affidavit of No Change" for livery vessels.*
8. *Harbor CRAAC recommends City Council to direct Staff to review Business Tax Receipts (BTR) simultaneously with a submitted livery application.*

Committee member Best also spoke of how they previously discussed not allowing boats, trailer, jet skis, etc. to be stored in the off winter season on Highway 98 and asked staff what's the status and do they need to make a recommendation to City Council. According to Mr. Forgione, its already in the Code

of Ordinance and all of the business owners have been informed that its going to have to stop. Adding that he and his staff will be enforcing the code.

Chairman Pro-Tem Trammell asked how that affects the boat dealership on the southside Highway 98. Mrs. Witt explained that according to the site plans for the Development Order there is no dry storage of boats and all the boats will be in the water. Committee Trammell asked about Galati's. Mr. Forgione, stated they are a dedicated boat yard and all their storage is behind their building.

Mr. Zunguze spoke up and informed the members that staff would check the Development Orders and report back with their findings. There was also the question of The Ship's Chandler business and if they are in violation as well. According to Mr. Forgione, they are not actually storing boats and is not the same as what the livery vessels are doing.

Committee member Mizell asked if this includes cleaning and repairing of businesses boats. According to Mr. Forgione, those businesses cannot put their boats in parking spaces for any reason. Committee member Mizell then asked how this would apply if there is a hurricane warning. According to Mr. Forgione, when the city is declared and under a State of Emergency; different rules will apply.

5. COMMITTEE MEMBER COMMENTS:

- Committee member Raim – Spoke of how well run the Visioning Session was recently and was well received.
- Committee member Jones – Thanked staff for the presentation and if they need anything to call him.
- Committee member Mizel stated that she learns something new at each meeting and that is a good thing.
- Chairman Pro-Tem Trammell – Attended the Visioning Session as well and spoke of the following:
 - Architectural Guidelines that the Council wanted to discuss for the CRA's
 - Continuity of streetlights; especially on Highway 98
 - Signage for the west end of the city to look at for next year
 - they don't feel they are getting the meeting minutes soon enough
 - whenever anything is discussed at their level; such as what was discussed at this meeting. Everyone on the committee should try to attend the Council meetings to answer any questions they may pose.
 - She asked for staff to let them all know when their discussed issues go to Council so they attend; if they can.

6. DIRECTOR'S REPORT: Redevelopment Conference Update:

Mr. Zunguze informed the members that he attended the Florida Redevelopment Association Conference and the topics covered were similar to Destin's regarding focusing on redevelopment since he

does not perceive any annexations taking place anytime soon. He feels they need to go back and revisit their current Master Plan to look for things they can focus on that fall under redevelopment. He spoke of the Wayfinding Master Plan that has recently been finalized and presented to Senior Staff will be coming before them and the Town Center CRA soon for their input to help refine prior to going to City Council.

The Chairman Pro-Tem asked for a bullet list for them to review at their next meeting of items that need to be addressed. Mr. Zunguze agreed and would have his staff to provide them with those prior to their meeting in their packets.

Civic Clerk Agenda Packets:

Mrs. Goodhart explained the new process of how all city committees and boards will start getting their information packets via email through Civic Clerk. Adding that it is the same process City Council gets their information and each member will get their own email address to conduct all city business through to avoid any potential Sunshine Violations.

7. ADJOURNMENT:

Having no further business at this time, the meeting was adjourned at 8:15 PM.

Adopted and approved this _____ day of _____ 2019.

Sandy Trammell, Chairman Pro-Tem

Kim Montgomery, Deputy City Clerk

**MINUTES
LOCAL PLANNING AGENCY
NOVEMBER 21, 2019 - 5:30 P.M.
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER:

Chairman Wood called the Local Planning Agency meeting to order on Thursday, November 21, 2019 at 5:30 p.m., in the Destin City Hall Boardroom; followed by the Pledge of Allegiance.

2. ROLL CALL:

Members Present

James T. Wood, Jr.
Darryl Shelton
Jason Klosterman
Don David
Kevin Schmidt

Member Absent

Corey Ledbetter

Staff Members Present

Kim Montgomery, Deputy City Clerk
Lauren Witt, Planning Manager
Louis Zunguze, Community Dev. Director
Kyle Bauman, City Attorney
Kimberly Kopp, Land Use Attorney

3. APPROVAL OF MINUTES:

A. October 17, 2019

Agency member Klosterman moved for approval of minutes of October 17, 2019 meeting; seconded by Agency member Shelton. Motion passed 5-0. Agency member Schmidt was absent.

4. NEW BUSINESS:

- A. A public hearing regarding Ordinance No. 19-34-LC relating to changes to the Zoning Map, which changes the zoning of one (1) parcel from Residential, Office Institutional-Tourist Development (ROI-TD) to Commercial General (CG). The proposed Ordinance title is as follows:

The City Attorney read the title of Ordinance 19-34-LC into the record.

ORDINANCE NO. 19-34-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 RESIDENTIAL, OFFICE AND INSTITUTIONAL-TOURIST DEVELOPMENT (ROI-TD) TO COMMERCIAL GENERAL (CG); 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.

Mrs. Kopp explained this is the last ordinance to rezone Area 15 on the Official Zoning Map to be consistent with the Future Land Use Map.

Mr. Zunguze added that the area will now be governed by the new Commercial General Zoning District.

The Chairman opened the public, with no one coming forward he closed the public and asked for a motion.

Agency member Shelton moved to recommend City Council adopt Ordinance 19-34-LC, with Agency member Schmidt providing the second. A roll call vote of 5-0 was taken and the motion passed.

- B. A public hearing regarding Ordinance No. 19-35-LC relating to changes to the Zoning Map, which changes the zoning of one (1) parcel from Bay Estates (BE) to Recreation (REC). The proposed Ordinance title is as follows:

The City Attorney read the title of Ordinance 19-34-LC into the record.

ORDINANCE NO. 19-35-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 PARCEL DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM BAY ESTATES (BE) TO RECREATION (REC); 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.

Mrs. Kopp explained the nature of the Ordinance is to rezone the cement plant property next to Joe's Bayou Boat Ramps to Recreation from Bay Estates so that it can be used as a park, like the surrounding properties.

Agency member Klosterman asked staff if they know what the plans are for the property.

According to Mrs. Kopp, the actual plans for the use of the property are still not certain and this Ordinance is strictly to rezone the property so the land can be consistent for a park; regardless of the type of recreation use.

The Chairman opened the public, with no one coming forward he closed the public and asked for comments from the members or a motion.

Agency member Shelton stated that he was under the impression that the entire area between 820 and 860 was already zoned Recreation. According to Mrs. Witt, the city already owns that portion and it is zoned Recreation.

Agency member Schmidt moved to recommend City Council adopt Ordinance 19-35-LC, with Agency member Shelton providing the second. A roll call vote of 5-0 was taken and the motion passed.

- C. A public hearing regarding Ordinance No. 19-36-LC relating to the creation of a "lot split" procedure, which is an addition to the subdivision of land procedures as laid out in Article 2 of the Land Development code. The proposed Ordinance title is as follows:

The City Attorney read the title of Ordinance 19-36-LC into the record.

ORDINANCE NO. 19-36-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLE 2 OF THE LAND DEVELOPMENT CODE; PROVIDING PROCEDURES FOR LOT SPLITS; 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.

Mrs. Kopp explained that this ordinance is a customer service friendly ordinance where the code has been rather cumbersome for simple lot splits. She brought to the members attention of a change that staff has determined that should be made prior to this ordinance going to the City Council level on page 2 of 3 in section 2.19.05. Lot Splits, that reads, "The City Council may by Resolution, at a public hearing grant waivers from the platting requirements of this chapter for divisions of land that constitute a lot split." Staff has determined this could actually be done at the Community Development Level, under the Department Directors purview, so staff proposes that allowing lot split requests to done at staff level it would be more sufficient for the applicant to not have to go through the process of getting scheduled on a Council agenda. Adding that major subdivisions would still have to go through the City Council level for approval. So, the change to the wording would cross out **City Council** and replace it with **Staff may**, to read," *Staff may by resolution at a public hearing grant waivers from the platting requirements of this chapter for division of land that constitute a lot split.*" As well as at the bottom of the page at 2. cross out the word **approval** to read, *"Upon determination by the Community Development Director, the lot split by resolution of the City Council, the resolution shall be duly recorded in the public records of Okaloosa County and recorded on the appropriate city maps and documents.*

Agency member David asked if this would allow someone to come in and split a lot in half, then come in again and split those two lots again to effectively go from one lot down to four smaller lots. According to Mr. Zunguze, as long as the requirements of the Code and the zoning district are met, there should not be any issues.

The Land Use Attorney also pointed out a change to 2.19.05 B. b. to change **Twelve (12)** copies down to **Three (3)**.

The Chairman opened the public portion of the hearing, having no one in the public, he closed the public hearing.

Chairman Wood moved to recommend City Council adopt ordinance 19-36-LC with the changes recommended by the Land Use Attorney with Agency member Shelton providing the second. The motion passed with a 5-0 vote.

- D. A public hearing regarding Ordinance No. 19-37-LC amending relating to the consolidation of the Residential, Office, Institutional – General Development (ROI-GD) and Residential, Office, Institutional – Village Residential (ROI-VR) zoning districts. The proposed Ordinance title is as follows:

The City Attorney read the title of Ordinance 19-37-LC into the record.

ORDINANCE NO. 19-37-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 (ROI-VR); AND TABLE 7-3 SCHEDULE OF DIMENSIONAL REQUIREMENTS 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.

According to Mrs. Witt, last month when staff presented them with Ordinance 19-28-LC, which amended Table 7-3 to remove ROI-GD from the Zoning District and as a result, ROI-VR now permits nonresidential uses as conditional uses which was not the intent of the ordinance. So, this ordinance would further amend Table 7-3 to include dimensional requirements for non-residential uses in the ROI-VR zoning district.

The Chairman opened the public portion of the hearing, having no one in the public, he closed the public hearing.

Agency member Schmidt made the motion to recommend City Council adopt Ordinance 19-37-LC with Agency member Klosterman providing the second. The motion passed with a 5-0 vote.

- E. A public hearing regarding Ordinance No. 19-38-LC relating to the use of wheeled vehicles on public and private areas of the beach, which amends Section 11.08.02 of the Land Development Code. The proposed Ordinance title is as follows:

The City Attorney read the title of Ordinance 19-38-LC into the record.

ORDINANCE NO. 19-38-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO THE USE OF WHEELED VEHICLES ON PUBLIC AND PRIVATE AREAS OF THE

BEACH; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AN AMENDMENT TO ARTICLE 11 OF THE LAND DEVELOPMENT CODE PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Kopp explained this ordinance is a housekeeping ordinance that was previously passed. Adding that staff inadvertently added a condition that Council had not approved regarding the maximum of three vehicles allowed on the beach. Therefore, what they are asking to approve is the added condition that wheeled vehicles are allowed by each beach vendor; one per location with a maximum of three.

The Chairman stated that he already asked staff about the vendors that have more than three locations and staff's response was three is the maximum allowed and the ones that have more will have to spread the three between their locations.

The Chairman opened the public portion of the hearing, having no one in the public, he closed the public hearing.

Agency member Shelton made the motion that City Council approve Ordinance 19-38-LC with Agency member David providing the second.

Agency member Schmidt asked for clarification on the time restrictions when wheeled vehicles would not be allowed on the beach asking it is from 5:01 PM to 9:00 AM CST. According to Mrs. Kopp, that is correct, unless the times are suspended because of some type of emergency.

The Chairman asked when do vendors start removing their chairs off the beach. According to Mr. Forgione, they normally start at 4PM and have them all removed by 5PM. Mrs. Kopp explained those times were worked out and agreed upon to help both the beach vendors and the sea turtles.

The motion passed with a 5-0 vote.

5. DIRECTOR'S REPORT:

- **Civic Clerk Meeting Material Distribution**

Mrs. Witt explained to the members how starting next month their packets will come from a new software called Civic Clerk; the same software that Council receives theirs. She also informed the members that they will all be getting city emails addresses so any business that is

conducted through emails should be done through that address to comply with the Sunshine Law. Mrs. Kopp informed the members that she and Mr. Bauman will be conducting a training session with everyone relating to public records in the next month or so.

- **Upcoming Ordinances**

Mr. Zunguze informed the members how there will be a lot of material coming their way in the upcoming months and explained all the different items they will be working towards. The Chairman asked if they would be meeting twice a month. According to Mr. Zunguze, they should start meeting twice starting in January.

The Chairman mentioned how he would be interested in getting input on long term rentals. According to Mr. Forgione, the long term rentals have increased, and compliance issues have improved by bringing the properties into the long term rental program. Adding that most of those prior had no idea they were supposed to be registered with the city.

6. NEXT MEETING DATE: December 12, 2019 @ 5:30 p.m. because of being so close to the Christmas holiday.

7. ADJOURNMENT:

Having no further discussion at this time, the meeting adjourned at 6:10 p.m.

Adopted and approved this _____ day of _____ 2019.

James Wood, Jr. Chairman

Kim Montgomery, Destin City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Rey Bailey, City Clerk
 Lance Johnson, City Manager
 Bragg Farmer, Finance Director
 Michael Burgess, Public Services Director

FROM: Michael Burgess, Public Services Director

DATE: 10/16/2019

SUBJECT: Request approval to purchase FY 20 Budgeted Equipment - 5 Pick-Up Trucks

I. BACKGROUND: Each year City Staff requests for funding to replace aging vehicles in our Fleet. In the FY20 budget, \$120,000 was authorized. Four of these vehicles are requested to be purchased from the General Operating Fund.

A fifth vehicle, a Ford F-250XL will be initially purchased from the same fund, but the Tourist Development Council has agreed to reimburse the City for this expense.

II. DISCUSSION: Staff is requesting Council approve the purchase of (1) Ford F-150, 4 x 4, supercrew pick-ups and (4) F-250, 4x4, supercrew pickups utilizing 2020/2021 Florida State Contract 25100000-19-1 pricing. The new vehicles will replace a 2002 truck for Code Compliance, a 2004 truck for Engineering and two 2006 trucks for Parks & Recreation. One additional vehicle for Parks will be provided via reimbursement from the Tourist Development Council.

Code Compliance: 2020 F150XLT 4x4 (V6), SuperCrew, short bed

Engineering: 2020 F250XL 4x4 (V8), Supercrew, long bed

Parks and Rec (x2): 2020 F250XL-SRW 4x4 (V8), SuperCrew, long bed

TDC Vehicle: 2020 F250XL-SRW 4x4 (V8), SuperCrew, long bed

All vehicles will have spray-on bed liners installed at the dealer and will be delivered with three keys each.

A. Link to Strategic Goals / Objectives: I. Enhanced Quality of Life, I.C.2., I.C.3, I.C.4, I.C.5 and III. Organizational Excellence, III.A.1

B. Effect on Budget (EOB): Total for the four budgeted vehicles:

\$119,365.40 (\$120,000 was earmarked for FY20)

Code Compliance: \$30,817.10

Engineering: \$29,516.10

Parks and Rec (both): \$59,032.20

TDC vehicle (Parks): \$29,516.10 The City will purchase the vehicle initially then will seek reimbursement from the TDC once it has been received.

C. Level of Service (LOS): The new equipment allows for continued servicing of City infrastructure, code compliance and park/beach maintenance.

III. CONCLUSION: These replacement vehicles will allow City Staff to maintain of rights of ways and infrastructure systems such as roads, sidewalks and drainage systems, as well as Code Compliance and Parks upkeep.

IV. RECOMMENDED MOTION: I move that Council approve the purchase of the vehicles and authorize the City Manager to purchase these vehicles under the Florida State Purchasing Contract (from Duval Ford, Jacksonville) in an amount not to exceed \$150,000.

Attachments:

1. Duval Ford F250 XL quote
2. Duval Ford F150 XLT quote

Motor Vehicles (2510000-19-1)					
Price Quote Form (PQF)					
(STATE AGENCIES MUST ALSO SUBMIT MP6301)					
AWARDED CONTRACTOR INFORMATION					
Vendor Name:		DUVAL FLEET			
Street Address:		5203 WATERSIDE DR			
City, State, Zip:		JACKSONVILLE FL 32210			
Contact Person:		BAMBI DARR	Title:		
Original Quote Date:		11/21/19	Revised Quote Date:		Est. Delivery:
Phone #'s:		Primary: 904-381-6596	Secondary:		
Email Address:		BAMBI.DARR@DUVALFLEET.COM			
Fax #:		904-387-6816			
Vendor Purchase Order No.					
REQUESTING CUSTOMER INFORMATION					
Agency/Organization Name:		CITY OF DESTIN			
Contact Person:		MICHAEL BURGESS	Title:		
Phone #'s:		850-837-6869			
Email Address:		mburgess@cityofdestin.com			
Fax #:					
SECONDARY CUSTOMER CONTACT (OPTIONAL)					
Contact Person:					
Phone #'s:					
Email Address:					
Fax #:					
THE INFORMATION IN THIS SECTION MUST MATCH THE AWARDED CONTRACTOR'S PRICE SHEET					
UNSPSC*	Vehicle Group		Line No.	Sub-Group	
Commodity Code					
25101507	Group 4: TRUCKS UNDER ONE TON		150	D	
Representative Model Description			Base Vehicle Price	OEM Options Discount %	
2020 Ford F-250 SRW 4WD SuperCrew 176" XL (W2B)			\$28,683.00	2%	
Manufacturer's OEM Option Code(s)	Description	MSRP ###.##	OEM Options Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
996	6.2L V8 ENGINE			\$ -	\$ -
44S	6-SPEED AUTOMATIC TRANSMSSION			\$ -	\$ -
INCL	MANUAL WINDOWS & DOOR LOCKS			\$ -	\$ -
X37	3.73 AXLE			\$ -	\$ -
85S	SPRAY IN BEDLINER	\$ 595.00	2.00%	\$ 11.90	\$ 583.10
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
Z1	EXTERIOR: OXFORD WHITE			\$ -	\$ -
AS	INTERIOR: GRAY VINYL 40/20/40			\$ -	\$ -
	VINYL FLOOR			\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
OEM OPTIONS TOTAL COST:				\$ 11.90	\$ 583.10
Identified Aftermarket Option Code(s)	Description	MSRP ###.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -

				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
IDENTIFIED AFTERMARKET OPTIONS TOTAL COST:				\$ -	\$ -
Non-Identified Aftermarket Option Code(s)	Description	MSRP ###.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
3K PAT	ADDITIONAL KEY NO REMOTE	\$ 250.00		\$ -	\$ 250.00
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
NON-IDENTIFIED AFTERMARKET OPTIONS TOTAL COST:				\$ -	\$ 250.00
GRAND TOTAL PER REPRESENTATIVE MODEL:					\$ 29,516.10
Additional Savings Off Contract Price Per Vehicle (Please provide detailed information in Vendor Comments below.)					\$ -
Total Vehicles Quoted (with the same OEM, Identified Aftermarket, and Non-Identified Aftermarket Options above):					1
PURCHASE ORDER GRAND TOTAL:					\$ 29,516.10
Vendor Comments:					
Customer Comments:					
*UNSPSC = United Nations Standard Products and Services Commodity Code					

[illegible]

				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
IDENTIFIED AFTERMARKET OPTIONS TOTAL COST:				\$ -	\$ -
Non-Identified Aftermarket Option Code(s)	Description	MSRP ###.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
3K RKE	ADDITIONAL KEY WITH REMOTE	\$ 350.00		\$ -	\$ 350.00
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
NON-IDENTIFIED AFTERMARKET OPTIONS TOTAL COST:				\$ -	\$ 350.00
GRAND TOTAL PER REPRESENTATIVE MODEL:					\$ 30,817.10
Additional Savings Off Contract Price Per Vehicle (Please provide detailed information in Vendor Comments below.)					\$ -
Total Vehicles Quoted (with the same OEM, Identified Aftermarket, and Non-Identified Aftermarket Options above):					1
PURCHASE ORDER GRAND TOTAL:					\$ 30,817.10
Vendor Comments:					
Customer Comments:					
*UNSPSC = United Nations Standard Products and Services Commodity Code					

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2019

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Matthew Pace, IT Manager
Lauren Witt, Planner
Noell Bell, Chief Building Inspector
Michael Burgess, Public Services Director
Joey Forgione, Code Compliance Manager
Louis Zunguze, Community Development Director
Lance Johnson, City Manager

FROM: Webb Warren, Deputy City Manager

DATE: 11/13/2019

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: In November, the following items of significance have occurred.

1.) Scanning Contract

From November 4th - 18th, Vital Records Control (VRC) company based in Mobile, AL picked up additional documents to be scanned from the Community Development Department and those files have been transferred to the VRC scanning facility.

File cabinets continue to be removed from the Community Development Department freeing up space for staff and other uses.

2.) EnerGov Software Implementation Team

Nov 19-21 EnerGov Sessions: The City has had it's second set of 3 all day sessions with EnerGov and took some great leaps forward in the implementation process. In access and define sessions with Community Development including

Planning, Building, and Code Compliance, streamlining was the main focus.

These consulting sessions will help the city to continue on the path to successful implementation of EnerGov and building better community relations. The departments will continue to refine processes and work towards EnerGov milestones in the upcoming months.

The next all-day sessions with Energov staff will be December 10-12.

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. answers to these questionnaires will provide the information necessary to create work processes within the future software package. The EnerGov project team returned to the City of Destin on November 19-21 for additional project sessions with staff.

ff 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 continues to meet weekly.

4.) EnerGov/Munis Server Architecture

I.T. has completed the EnerGov and Munis server backbone for this phase of the EnerGov project.

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 had very productive sessions with Energov staff on

Nov 19-21 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: None needed

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2019

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: 1) Appointment of Mr. Frank McDonough to the Town Center CRA Advisory Committee

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:

1. Application - Frank McDonough

First Name	Frank (Francis)
Last Name	McDonough
Home Address	4641 Windstarr Drive
City	Destin
State	FL
Zip	32541
Phone	850-269-0650
Email	flbosox@cox.net
Business Name	<i>Field not completed.</i>
Business Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Brief description of education and experience:	My education includes a 1958 BSBA degree in Marketing from Boston College and several technical computer courses after college. I am a retired former business executive with 40 years in the fire equipment industry. I have enjoyed several seasonal part time positions in Destin and Miramar Beach since retiring. I have worked at golf courses (golf shop, maintenance and marshal) and have been a seasonal transit driver for a local resort for the past nine years. Most, if not all of these part time positions involved meeting, and greeting our tourist visitors.
How long have you lived in Destin?	19+ years

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	<i>Field not completed.</i>
Select the board or committee you are interested in serving on.	Town Center CRA Advisory Committee
List your qualifications to serve on the selected board or committee.	Mature, concerned, long time resident of Destin willing and able to contribute to well planned future growth of the city
What do you consider the purpose of this board/committee to be?	develop a firm and logical relationship with potential developers for the Town Center area and "get it done"
What would you like to see this board/committee accomplish?	guidelines for developing the entire Main Street area
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	Skip Overdier

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE

*REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL
BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE
SUPERVISOR OF ELECTIONS OFFICE.*

Signature

Electronic Signature Verification

Date

11/20/2019

Email not displaying correctly? [View it in your browser.](#)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 2, 2019

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: 1) Raising water level at Lake Coleman

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: December 2, 2019

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: 1) Executive Session - Announcement

“Special Executive Session of the City Council in the case of Pointe Mezzanine, LLC vs. City of Destin, Case # 2019-CA-003733 F in Okaloosa County Circuit Court will be held on Monday, December 9, 2019, at 5:30 pm, in the City Hall Annex Council Chambers.”

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: December 2, 2019

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU:

FROM: Kyle Bauman, City Attorney

DATE: 11/26/2019

SUBJECT: 3) Contract Addendum

I. BACKGROUND: Council instructed the City Attorney to negotiate a contract addendum to the City Manager's contract.

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. ADDENDUM TO CITY MANAGER EMPLOYMENT AGREEMENT_
2. Johnson, Lance 2019 City Manager Employment

ADDENDUM TO CITY MANAGER EMPLOYMENT AGREEMENT
FOR THE CITY OF DESTIN, FLORIDA

This Addendum is made and entered into effective as of December ____, 2019 (the "Addendum"), is to amend the City Manager Employment Agreement for the City of Destin, Florida effective December 18, 2018 between the City of Destin, Florida (the "City"), The City of Destin City Council (the "City Council" or the "Council"), and Lance Johnson ("Johnson" or "City Manager") and collectively referred to as the "Parties."

WHEREAS, the Parties to the Agreement desire to amend certain terms and conditions effective December 1, 2019.

NOW THEREFORE, in consideration of the promises made herein, the parties agree to amend the Agreement as follows:

Section 5. B. of the Agreement is hereby deleted in its entirety and is replaced as follows:

B. 18 vacation days per year accruing at the rate of 5.54 hours per pay period as established by standard City personnel policies with any unused vacation days accruing in accordance with the same. In addition to the vacation days described above, City Manager is entitled to a one-time bonus of three paid vacation days by satisfying Section 4(G) of the Interim City Manager Employment Agreement for the City of Destin, Florida, executed by the City, City Council and Johnson on August 23, 2018. These three paid vacation days shall accrue beginning in the year 2019 and not in the year 2018. This three paid vacation day bonus has already accrued to the City Manager by virtue of execution of the original Contract between the parties and three additional days shall not accrue by virtue of execution of this addendum. Pursuant to the terms of the Interim City Manager Employment Agreement, the City Manager shall be allowed to carry over all unused vacation days from 2018 to 2019. City Manager shall be allowed to carry over thirty (30) days of unused vacation days from the year 2019 to the year 2020. City Manager shall be allowed to carry over twenty-five (25) days of unused vacation days from the year 2020 to the year 2021. Thereafter, for each subsequent year, the maximum amount of annual vacation leave which can be carried over from one calendar year to the next is twenty (20) days or as established by standard City personnel policies, as amended from time to time. City Manager recognizes that his role is special and integral to the City and he shall use his vacation days in a manner that will not interfere with the functioning of the City. The City and City Council recognize that as the City Manager plays a special and integral role in the City, the City Manager may be restricted in his ability to utilize his vacation leave. Therefore, the City and City Council agree to compensate the City Manager at his daily rate of pay for any vacation days remaining and unable to be carried over by the City Manager from year to year. Said payout shall be made to the City Manager no later than January 15th of each subsequent calendar year.

IN WITNESS WHEREOF, the undersigned have caused this Addendum to be duly executed as of the date first above written.

CITY MANAGER

**Lance Johnson, ICMA-CM
City Manager**

Dated: _____

**CITY COUNCIL
CITY OF DESTIN**

**Gary Jarvis, Mayor, or
Prebble Ramswell, Mayor Pro Tem**

Dated: _____

APPROVED AS TO FORM:

**Kyle S. Bauman, Esq.
City Attorney**

Dated: _____

ATTEST:

**Rey Bailey,
City Clerk**

Dated: _____

CITY MANAGER EMPLOYMENT AGREEMENT FOR THE
CITY OF DESTIN, FLORIDA

This City Manager Employment Agreement for the City of Destin, Florida (the "Agreement") is entered into this ___ day of December, 2018, between the City of Destin, Florida, a Florida municipal corporation (the "City"), the City of Destin City Council (the "City Council" or the "Council"), and Lance Johnson ("Johnson" or "City Manager") to provide for the employment of Johnson as City Manager of the City, and to set forth the terms and conditions of his employment and the mutual obligations, rights, and duties of each party. Any previous employment agreement(s) entered into by and between the parties shall be considered null and void upon signature approval by all parties of this Agreement.

RECITALS

WHEREAS, "[t]here shall be a city manager who shall...serve at the pleasure of the city council." Article IV, Section 4.01, Destin City Charter; and

WHEREAS, "[t]he city manager shall be appointed by the council subject to a 70 percent vote of approval by the council." Article IV, Section 4.02, Destin City Charter; and

WHEREAS, "[t]he compensation for city manager shall be fixed by the council." Article IV, Section 4.03, Destin City Charter; and

WHEREAS, "[a]ny vacancy in the office of city manager shall be filled by the city council." Article IV, Section 4.04, Destin City Charter; and

WHEREAS, upon the resignation of the prior City Manager, the City and City Council employed Johnson as the Interim City Manager; and

WHEREAS, the City and City Council have conducted an extensive hiring search in order to hire a new, full-time City Manager; and

WHEREAS, the City Council has affirmatively determined that employing Johnson as the City's full-time City Manager serves a legitimate public purpose and is in the best interest of the City; and

WHEREAS, Johnson has indicated a willingness to accept the duties, obligations and responsibilities and render service to the City as its City Manager, pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, on December 3, 2018, at a regular City Council meeting, the City Council instructed the City Attorney to negotiate an Agreement with Johnson and include this Agreement as an item on the December 17, 2018, Agenda;

WHEREAS, this Agreement and all its terms are subject to and conditional upon approval of the City Council by a vote of at least 70% of the Council; and

Now, therefore, in consideration of the mutual promises as set forth in this Agreement, the sufficiency of which is hereby acknowledged by all parties, the City, City Council, and Johnson agree as follows:

Section 1. Duties

A. The City Council hereby employs Johnson as City Manager of the City, to perform the functions and duties as specified in the City Charter, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign beginning upon the City Manager's first day of work at the City which will be December 17, 2018.

B. The City Manager shall not take any action that contradicts the position or direction that the City Council takes upon a majority vote, nor shall the City Manager disregard the consensus of the City Council.

C. The City Manager recognizes that the City government exists first and foremost to serve the citizens of Destin, and that the members of the City Council are the duly elected representatives of the citizens of Destin. Accordingly, and as the City's executive of the City government's administrative component, the City Manager owes a duty of loyalty to the City Council.

D. The City Manager shall report to the City Council and shall perform his duties as City Manager under the direction of the City Council, and he shall answer to the City Council. Except for those items expressly addressed in the City of Destin Charter, Code of Ordinances, and state law, individual City Councilmembers cannot mandate the City Manager to perform any task.

E. The City Manager shall not act outside the duties assigned to him by the City Council, the City of Destin City Charter, the Code of Ordinances, and other applicable laws.

F. If the City Manager objects to direction assigned to him by the City Council, then the City Manager shall immediately communicate his objections to the City Council at the public meeting at which such direction is given. If the City Manager does not communicate his objection openly at the public meeting and the City Council does not alter its direction, then the City Manager has a duty and obligation to faithfully perform as directed.

G. The City Manager must ensure that all directions of the City Council are fulfilled and simply assigning these directions to the City's staff does not fulfill this duty. If City Council directions are assigned to the City's staff, then the City Manager has a duty and obligation to ensure that the City's staff has complied with and completed the City Council's directions.

H. The City Manager shall entrust all the City's legal work to the City Attorney, City Land Use Attorney, and any other attorneys approved of by a vote of the City Council. The City Manager shall not hire any attorneys to perform any work for the City without obtaining approval by a majority vote of the City Council. This process shall be utilized even if the City Manager elects to pay for any attorney out of the City Manager's discretionary fund.

I. The City Manager shall, as soon as reasonably practicable, provide to the City Council any information about a potential or current department head that could negatively affect the City's public image, or whom has committed an action that could cause the City to be sued.

J. The City Manager shall make reasonable efforts to apprise the City Council of any major employment changes to City staff. Major employment changes include any reassignment, transfers, or redefining of any appointed Department Heads or the Deputy City Manager.

K. If the City Manager desires to fill the position of Deputy City Manager, then the City Manager shall present his nominee to the City Council at a duly noticed regular or special City Council meeting and the nominee shall fill the position of Deputy City Manager only upon a majority vote of the City Council.

L. The City Manager owes a duty to both the City and the City Council over the International City/County Management Association ("ICMA"), the Florida City and County Management Association ("FCCMA"), and the Florida League of Cities ("FLC"). While each organization is important, all three organizations are voluntary organizations that promulgate rules and regulations that are merely suggestive and not legally binding.

M. If the City Manager is temporarily unable to perform his duties for any reason, then he shall designate an Acting City Manager, and the Deputy City Manager shall receive priority for the designation of Acting City Manager.

N. The City Manager shall perform all his duties within a reasonable period of time. City Manager shall make every effort to perform his duties within the timeframes and deadlines set by the City Council, or imposed by law, applicable policy, or rule.

Section 2. Termination by the City Council

A. Pursuant to Article IV, Section 4.01, Destin City Charter, City Manager serves the role of City Manager at the pleasure of the City Council. By executing this Agreement, Johnson stipulates that any duties prescribed herein are in conformity with the Destin City Charter, and that this Agreement is an accurate interpretation of his obligation to serve at the pleasure of the City Council.

B. City Manager is an at-will employee and the City Council may terminate this Agreement and the City Manager's employment at any time, with or without notice, for any reason or for no reason whatsoever.

Should the City Council terminate the services of the City Manager "without cause," then within ten (10) business days following the termination, the City shall pay the City Manager any accrued and unpaid salary and benefits earned including vacation time. Within forty-five (45) calendar days of termination "without cause," the City shall pay the City Manager a lump sum severance pay equal to twenty (20) weeks salary as full and complete payment and satisfaction of any claims of the City Manager of whatsoever nature deriving out of this Agreement or otherwise. Severance pay shall not be construed as compensation for services performed and severance payment will not include retirement contribution, automobile allowance, or life, medical, dental, vision, and disability insurance premiums.

C. In the event the City Manager is terminated for just cause, the City shall have no obligation to pay the amounts outlined in Section 2, Paragraph B of this agreement. For purposes of this agreement just cause is defined in Section 215.425 Florida Statutes, in addition to any of the following:

- 1) Misfeasance, malfeasance and/or nonfeasance in performance of his City duties and responsibilities.
- 2) Conviction of a misdemeanor or felony crime, whether or not adjudication is withheld.
- 3) Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
- 4) Violation of any substantive City policy, rule, or regulation, which would subject any other City employee to termination.
- 5) The commission of any fraudulent act against the interest of the City.
- 6) The commission of any act which involves moral turpitude, or which causes the City disrepute.
- 7) Violation of the International City/County Management Association Code of Ethics; or, failure to perform any of the duties of the City Manager as set forth in the City Charter.
- 8) Any other act of a similar nature of the same or greater seriousness.

D. If the City Manager is terminated by the City Council for any reason, then the City Manager is not automatically entitled to any other employment position with the City. However, Johnson shall not be precluded from seeking and being employed by the City pursuant to the terms of this Agreement.

Section 3. Termination by the City Manager

A. The City Manager may terminate this Agreement at any time by delivering to the Mayor and all Members of the City Council a written notice of termination not later than sixty (60) days prior to the effective date of the termination. If the City Manager voluntarily resigns pursuant to this Section, the City shall pay to City Manager all accrued compensation due to City Manager

as a result of his employment with the City and any accrued vacation and sick leave time. The City shall have no further financial obligation to the City Manager pursuant to this Agreement. The City Manager may not take vacation leave after he has provided written notice of termination to the City.

B. If the City Manager terminates this Agreement for any reason, then the City Manager is not automatically entitled to any other employment position with the City. However, Johnson shall not be precluded from seeking and being employed by the City pursuant to the terms of this Agreement.

Section 4. Salary

A. The City agrees to pay the City Manager for his services under this Agreement an annual base salary of \$123,821.10 payable in installments at the same time as other City employees are paid.

B. The City may increase said base salary and/or other benefits of the City Manager in such amounts and to such an extent as the City Council may determine in its absolute discretion to be desirable on the basis of an annual performance evaluation of the City Manager. Such evaluation shall be in such form, as the Council deems appropriate and shall be made each year in accordance with procedures established by City Council for the duration of this Agreement. Nothing in this paragraph shall require the City to increase the base salary or other benefits of the City Manager. Failure to conduct an annual evaluation shall not constitute a material breach of this Agreement and shall not entitle City Manager to any increase in base salary or other benefits.

Section 5. Other Benefits. In addition to the salary set forth in Section 4, the City shall provide City Manager with the following benefits:

A. A car allowance of \$400.00 per month.

B. 18 vacation days per year accruing at the rate of 5.54 hours per pay period as established by standard City personnel policies with any unused vacation days accruing in accordance with the same. In addition to the vacation days described above, City Manager is entitled to a one-time bonus of three paid vacation days by satisfying Section 4(G) of the Interim City Manager Employment Agreement for the City of Destin, Florida, executed by the City, City Council and Johnson on August 23, 2018. These three paid vacation days shall accrue beginning in the year 2019 and not in the year 2018. Pursuant to the terms of the Interim City Manager Employment Agreement, the City Manager shall be allowed to carry over all unused vacation days from 2018 to 2019. City Manager shall be allowed to carry over thirty (30) days of unused vacation days from the year 2019 to the year 2020. City Manager shall be allowed to carry over twenty-five (25) days of unused vacation days from the year 2020 to the year 2021. Thereafter, for each subsequent year, the maximum amount of annual vacation leave which can be carried over from one calendar year to the next is twenty (20) days or as established by standard City personnel policies, as amended from time to time. City Manager recognizes that his role is special and integral to the City and he shall use his vacation days in a manner that will not interfere with the functioning of the City.

C. City Manager shall accrue sick leave consistent with the City's sick leave policy in effect on the effective date of this Agreement and as the sick leave policy may be amended from time to time.

D. The City agrees to pay 100% of the premium for health, dental, vision, and hospital indemnity insurance for the City Manager, his spouse, and his dependents. Disability insurance coverage and premiums for such shall be in an amount equal to that provided all other general non-bargaining unit employees of the City, the death benefit for life insurance coverage for the City Manager shall be equal to the City Manager's annual salary.

E. If requested, a City issued cell phone and data plan for unlimited use as defined by the City's accepted service plan.

F. The City shall pay City manager's professional dues for membership in the ICMA, and the Florida City and County Management Association. The City shall pay other dues and subscriptions on behalf of City Manager as are approved in the City's annual budget (on a line item basis) or as authorized separately by the City Council.

G. Reasonable and customary travel and subsistence expenses for the City Manager's travel and attendance at the ICMA annual conference, Florida City/County Managers' Association annual conference and the Florida League of Cities' annual conference. The City shall pay for City Manager's attendance at other seminars, conferences, continuing education courses and committee meetings as are approved in the City's annual budget (on a line item basis) or as authorized by the City Council.

H. The City recognizes that there will be instances in which the City Manager will be required to take an employee or community member to a meal in connection with his duties. Should such an occasion arise, the City Manager is authorized to utilize his discretionary funds for such purpose.

Section 6. Hours of Work

The City of Destin, Florida requires the full-time service of its City Manager. City Manager acknowledges that sudden emergencies sometimes arise and City Manager shall make reasonable efforts to ensure he is on-call in case of a sudden emergency and/or that he has designated an Acting City Manager capable of managing the City in times of sudden emergencies. City Manager will dedicate no less than an average of forty (40) hours per week in the performance of his duties. City Manager agrees to remain in the exclusive employ of the City during the term of his employment and shall not become employed by any other employer during this period, unless City Manager receives the express approval by the City Council by a majority vote at a duly noticed public meeting.

Section 7. Holidays

The City Manager is entitled to the same paid holidays as the general City staff. City Manager shall appoint an Acting City Manager in the event he will be unable to remain reasonably available during holidays. City Manager acknowledges that sudden emergencies sometimes arise and City Manager shall make reasonable efforts to ensure he is on-call in case of sudden emergency.

Section 8. Retirement.

The City agrees to pay the City Manager on an annual basis a retirement benefit in an amount equal to fifteen percent (15%) of his salary. The first 10% will go into the City's thrift plan and the remaining 5% will go into an approved qualified deferred retirement program (such as the International City/County Management Association Retirement Corporation), selected by the City Manager. The City's contribution shall not exceed the monetary limit established by federal statute and/or regulation. Such payments shall be payable in installments at the same time as retirement benefits are paid for other employees of the City. It is stipulated that Johnson has already met all vesting requirements.

Section 9. Residence

The City Manager shall maintain residence within the corporate limits of the City throughout the term of this Agreement.

Section 10. Bonding

The City shall pay the full cost of any fidelity or other bonds required of the City Manager under any policy, regulation, ordinance or law.

Section 11. Agendas for City Council Meetings.

Under Florida law, there is no legal requirement to formulate an agenda, however, it is a Council policy to strive to generate them for each meeting. Thus, the City Council has the authority to ultimately set the agenda for their council meetings, and per the Charter, any individual member of the Council are permitted to contact the Clerk to place an item on the agenda. There is no administrative authority that supersedes that of the City Council regarding the formulation of the Agendas. The City Manager shall not unilaterally remove, or refuse to place items on the agenda if the items are directed by any Councilmember to be placed on the agenda. Once an item is placed on an agenda by the Council, then only a vote of the Council can remove the item from the agenda. Once an item is placed on an agenda by an individual member of the Council, then only that individual member, or a vote of the Council can remove the item from the agenda. No single member of the Council, or the Mayor, has the right to remove items placed on the agenda by anyone else.

Should a City Councilmember request that City Manager add an Agenda item, City Manager shall promptly relay such a request to the City Clerk and request the City Clerk to add the requested Agenda item to the Agenda as soon as reasonably practicable.

Section 12. Criticisms, Complaints, and Suggestions

The City Council, individually or collectively, shall refer in a timely manner, either in private, or at public meetings, all substantive criticisms, complaints, and suggestions relating to the City's administrative functions to the City Manager. At the request of the Council member, the City Manager shall investigate any such criticisms, complaints, and suggestions and shall report back to the Council member within a reasonable period of time not to exceed one (1) month, the results of any investigation or study.

Section 13. Emergencies

During times of emergency (including, but not limited to, tropical cyclones, tropical depressions, tropical storms, and hurricanes), City Manager shall remain on call and available seven (7) days a week for the duration of any declared state of emergency, and shall only be relieved of this additional duty upon confirmation that both the state of emergency is lifted, and any curfew imposed by law enforcement or the National Guard is lifted. Additionally, so long as it does not pose a safety threat and is permissible by emergency personnel and/or the established Incident Command and Control system, City Manager shall make all reasonable efforts to ensure that all members of the City Council are provided the necessary credentials to return, and operate within the City immediately after any storm passes through the area.

Section 14. Indemnification

The Indemnification Provision contained in Paragraph 12 of the Interim City Manager Employment Agreement for the City of Destin, Florida shall extend and indemnify any action that was begun or taken by City Manager during his tenure as Interim City Manager.

Section 15. Attorney's Fees

If any litigation or arbitration is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation or arbitration will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and expenses incurred in connection therewith.

Section 16. JURY TRIAL WAIVER

THE PARTIES FURTHER AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT WOULD INVOLVE COMPLICATED AND DIFFICULT FACTUAL AND LEGAL ISSUES. THEREFORE, ANY ACTION BROUGHT BY ONE PARTY, ALONE OR IN COMBINATION WITH OTHERS AGAINST THE OTHER PARTY, WHETHER ARISING OUT OF THIS AGREEMENT OR OTHERWISE, SHALL BE DETERMINED BY A JUDGE SITTING WITHOUT A

JURY AND THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY THAT THEY MAY HAVE IN REGARD TO THIS AGREEMENT AND ANY COURSE OF DEALING BETWEEN THEM.

Section 17. Other Terms and Conditions

A. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of the City Manager.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties, and shall not be changed or amended verbally or by the parties' course of conduct.

E. Florida law shall govern this Agreement and any litigation, which may arise from this Agreement.

F. Upon City Manager's death, the City's obligations under this Agreement shall terminate except for:

- 1) Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
- 2) Payment of accrued leave balances in accordance with this Agreement;
- 3) Payment of all outstanding hospitalization, medical and dental bills in accordance with City's insurance policies or plans; and
- 4) Payment of all life insurance benefits in accordance with the City's insurance policies or plans.

G. The exclusive jurisdiction and venue for any litigation or arbitration of any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be exclusively in Okaloosa County, Florida and nowhere else.

H. Nothing in this Agreement is intended to nor shall be construed to waive the City's rights and immunities under the Florida Constitution, Common law, or Florida Statutes § 768.28, as amended from time to time.

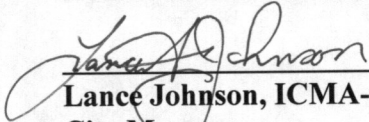
I. The parties acknowledge that City Manager was represented by legal counsel in the drafting of this Agreement and each party has shared equally in the drafting and preparation of this Agreement and, accordingly, no Court, Arbitrator, or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

J. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

K. This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous negotiations, promises, covenants, agreements, or representations.

IN WITNESS WHEREOF, the City Council has caused this Agreement to be signed and executed on its behalf by either the Mayor, or Mayor Pro-Tem; and Mr. Johnson has signed and executed this Agreement, effective on the date last executed.

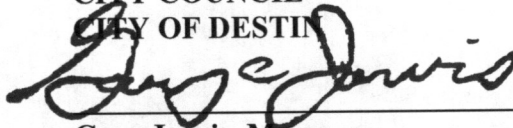
EMPLOYEE/
INTERIM CITY MANAGER



Lance Johnson, ICMA-CM
City Manager

Dated: 12/18/18

CITY COUNCIL
CITY OF DESTIN



Gary Jarvis, Mayor, or
Prebble Ramswell, Mayor Pro Tem

Dated: 12/17/18

APPROVED AS TO FORM:



Kyle S. Bauman, Esq.
City Attorney

Dated: 12/19/18

ATTEST:



Rey Bailey,
City Clerk

Dated: 12/17/18

