

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

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

CALL TO ORDER

INVOCATION (Pastor Steve Farris - First Baptist Church)

PLEDGE OF ALLEGIANCE

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

1. APPROVAL OF MINUTES

- A. Approval of minutes of December 9, 2019 Special City Council Meeting
- B. Approval of minutes of September 16, 2019 Regular City Council Meeting
- C. Approval of minutes of September 4, 2019 Regular City Council Meeting

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

- A. Employee of the Year Award
- B. 2019 Destin Christmas Parade Winners
- C. Presentation on Naming the Florida Panhandle a National Heritage Area and Request for Support from the City of Destin

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

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

4. CITY MANAGER REPORTS

- A. Repairs to Street Sweeper - Payment Authorization
- B. Request for Direction from City Council Regarding Proposed Changes to Livery Vessel and Marine Construction Requirements
- C. Engineering Update - Crosstown Connector
- D. Airport Road Update - Barrier Options and Cost Estimates
- E. Sibert Parking Lot Improvements
- F. 2019 Financial Report - 4th Quarter
- G. Code Compliance Evening Shift

H. Announcements

5. PUBLIC HEARINGS

- A. Second 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)
- B. Second 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)
- C. Second 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
- D. Second 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.
- E. Second 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,.
- F. Innerlight Engineering Corporation, on behalf of Legacy Properties of Northwest Florida, LLC is requesting approval of Final Plat for a Major Subdivision identified as "Tuscan Village." The proposed development consists of 86 townhome units. The proposed project is generally located west of Mattie M. Kelly Boulevard, addressed as 500 Mattie M. Kelly Boulevard. The total site area is 7.81 acres, more or less. The preliminary plat and development order were approved by City Council on May 20, 2019.

6. *CONSENT AGENDA (No public comments)

- A. Draft Minutes of Standing Committees/Board Meetings
- B. 2019 New Year's Eve Harbor Boardwalk Special Event Co-Sponsorship
- C. Reimbursement to Councilmember Skip Overdier for expenses incurred while attending the 59th Annual Legislative Conference in Orlando, Florida, from November 13-15, 2019
- D. Development Review System Software - Update
- E. Request approval for a new single-family marine construction project at 3917 Indian Trail. Project consists of +/- 79 LF of dock, a boathouse with one (1) 3' x 32' catwalk, and boatlift.
- F. Resolution No. 19-29, Interlocal Agreement with the Destin Fire Control District for Beach Safety Services and Lifeguard Services

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

- A. Councilmember Braden
 - 1) 288 Harbor Blvd
- B. Councilmember Ramswell
- C. Councilmember Menchel
 - 1) Nomination of Mr. Richard Hickey for membership to the Public Works/Safety Committee
- D. Councilmember Overdier

E. Councilmember Marler

1) Ordinance establishing that short-term rentals constructed in the future must comply with commercial building code.

F. Councilmember Destin

G. Councilmember Morgan

H. Mayor Gary Jarvis

I. Land Use Attorney

1) Discussion regarding Pointe Mezzanine's request for mediation in pending lawsuits.

2) Request direction for accessory use structure within the City of Destin

J. City Attorney

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
SPECIAL MEETING
DESTIN CITY COUNCIL
DECEMBER 9, 2019
DESTIN CITY HALL
ANNEX COUNCIL CHAMBERS
6:00 PM**

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

Destin City Council

Mayor Gary Jarvis

Councilmember Rodney Braden

Councilmember Cyron Marler

Councilmember Prebble Ramswell

Councilmember Steven Menchel

Councilmember Parker Destin

Councilmember Skip Overdier

Councilmember Chatham Morgan

Destin City Staff

City Manager Lance Johnson

Public Information Manager Catherine Card

Building Official Noell Bell

Community Dev. Director Louis Zunguze

Land Use Attorney Kimberly Kopp

City Clerk Rey Bailey

Deputy City Manager Webb Warren

Code Compliance Manager Joey Forgione

City Attorney Kyle Bauman

CALL TO ORDER

Mayor Gary Jarvis called the meeting to order at 6:00 PM; followed by the recitation of the Pledge of Allegiance.

NEW BUSINESS

A. Bert J. Harris Claims:

- 1) 91 Dolphin Street
- 2) 82 Shirah Street
- 3) 71 Stingray Street
- 4) 86 Hutchison Street
- 5) 4488 Ocean View Drive
- 6) 3893 Sandprint Drive
- 7) 3890 Sandprint Drive
- 8) 3487 Scenic Hwy 98
- 9) 3473 Scenic Hwy 98
- 10) 3461 Scenic Hwy 98
- 11) 2968 Scenic Hwy 98
- 12) 633 Gulf Shore Drive
- 13) 627 Gulf Shore Drive
- 14) 85 Woodward Street
- 15) 84 Hutchison Street

- 16) 83 Woodward Street
- 17) 82 Hutchison Street
- 18) 80 Hutchison Street
- 19) 78 Hutchison Street
- 20) 75 Shirah Street
- 21) 64 Cobia Street
- 22) 8 Magnolia Drive
- 23) 3 Magnolia Drive
- 24) 4782 Ocean Blvd
- 25) 4729 Ocean Blvd
- 26) 4722 Ocean Blvd
- 27) 4659 Destiny Way
- 28) 4646 Destiny Way
- 29) 3892 Sandprint Drive
- 30) 3485 Scenic Highway
- 31) 3467 Scenic Highway
- 32) 3425 Scenic Highway
- 33) 112 Sandprint Circle
- 34) 93 Tarpon Street
- 35) 92 Pompano Street
- 36) 4443 Clipper Cove

The Land Use Attorney stated that staff has created a starting point based on staff's review of the properties. The formula they generally use to compare what the ordinance currently allows at 2 people per bedroom plus 4 other people; and then comparing that to an objective formula of one person per 200 square feet. The greater of the two number is what is being offered as long as it is equal to or less than the requested occupancy. If the Council approves one or more settlements tonight, it would go back to the property owner. If they accept the offer, that case is settled. If they deny the offer, they may opt to bring back a counteroffer which the Council could then accept or reject.

Councilmember Overdier stated that he agrees with the formula being used. He asked if they could make a "blanket" offer to all the properties listed above using this formula.

The Land Use Attorney replied affirmatively. She asked if the Council wanted to address parking and trash provisions as they did in the settlement proposals.

Councilmember Overdier stated that the formula for parking is simple, which is based on the square footage of the property; while the trash can issue is scheduled to be discussed at the next Council meeting when they review the recommendations from the Short-Term Rental Task Force.

The Land Use Attorney recommends they allow public comments before entertaining any motions.

The Mayor announced he will now allow public comments relating to this matter.

Mr. Erin Thomas, of the law firm of Najmy Thompson of Bradenton, Florida, addressed the parking issue. He stated he has not had the opportunity to discuss the settlement offers with the City's attorney and discuss them in depth with his clients. He expressed concern a settlement offer restricting parking would be considered unreasonable by his clients. He feels that adding a parking requirement in an effort to enforce what he believes is a new parking restriction on what would be considered legal non-conforming uses seems inappropriate under these circumstances. It is unreasonable to impose a stricter requirement to a home that was built and approved under a certain requirement. He continued that by just dealing with the occupancy issue, they would probably get a more favorable feedback from property owners who just want to settle and move on; but by imposing additional restrictions on parking and trash, most of these property owners would probably opt to reject the offer and litigate.

Mr. Stephen Tatum from the law firm of Matthews and Jones spoke next. He stated that he agrees with the statement made by Mr. Thomas. To try to apply the current parking standards on some of the older houses that were approved way back with a totally different parking scheme is quite unreasonable, and that most of his client would likely object to it. He noted that some of the parking numbers assigned to his clients are incorrect. For instance, one of his clients whose property was approved two years ago, has a 6-bedroom house with 6 parking spaces. He has an approved site plan showing 6 parking spaces; but the settlement agreement only allows 4 parking spaces. He stated that he did not discover this error until late today and has not been able to bring it up to City staff's attention. He further stated that one particular property he would really want to address is 3473 Scenic Hwy 98, which is the property listed as No. 9 on the agenda. That property was approved in 2017. The owner of that house received a permit for a garage conversion to a bunk room that sleeps 16 people. The plans for the bunk room showed 8 bunkbeds. Now the City is saying the house can only sleep 22 people. Which means the other 6 bedrooms in the house can only sleep 6 people. For this reason, the owner would have wasted \$80,000 to do the conversion.

Mr. Peter Johansson, a Destin resident and short-term rental owner, stated that he shares the sentiments of the previous speakers. He also supports the comments made by the Council about targeting habitual violators, which are the problem short-term rental owners, with some of the new short-term rental ordinances. He stated that he has been a short-term rental owner for 3 years; and there has not been any trash and noise complaints made against him. He continued that with this settlement agreement, the owners are being asked to give up their rights in perpetuity; and so he believes it is something that needs to be legislated rather than memorializing it in the form of an agreement with the owners.

Having no further comments from the public, the Mayor close the public comment portion of the session and turned the matter over to the City Council for discussion and consideration.

Councilmember Overdier moved to direct City staff to negotiate a settlement based on the formula which is either based on 2 persons per bedroom plus 4 additional persons, or 200 square feet per occupant based on square footage, and using the higher of those two numbers as long as it is equal to or less than the requested occupancy. Motion seconded by Councilmember Marler.

The Land Use Attorney asked if the Council wants to consider the parking provision. She explained that the reason this provision was put in and not legislated was because these

occupancies are beyond what was legislated; and so in an attempt to give the greater occupancy to the property owner, they try to mitigate secondary effects which are a problem for some of the neighbors. She added that they want to treat all the property owners equally, which is why they included this provision, and it is up to the Council whether they want to consider it.

Councilmember Destin remarks that he understands some of the concerns with regards to trash and parking. He stated it would be better for the Council to look at each property individually. If certain property owners would not agree to the restraints, then they could address those on a case-by-case basis. He continued this is simply an offer in a settlement negotiation. Some of the owners may not agree to it; in which case, the Council can consider it on a case-by-case basis and decide how to proceed.

Councilmember Ramswell noted that she reviewed the Property Appraisal's record for each of the listed properties to verify the number of bedrooms as provided by the property owners. The Property Appraisal's record shows fewer bedrooms for the following properties:

4722 Ocean Blvd – listed as 7 bedrooms – Property Appraisal shows 5 bedrooms
4729 Ocean Blvd – listed as 7 bedrooms – Property Appraisal shows 6 bedrooms
3892 Sandprint Drive – listed as 8 bedrooms – Property Appraisal shows 6 bedrooms

She recommends that these anomalies be rectified before they make a decision regarding these properties.

According to the Land Use Attorney, they would abide by the information in the Property Appraisal's record; unless they find something in the City's building files that shows otherwise. They will verify this on the properties before they finalize the settlement agreement and bring it back to Council.

Councilmember Ramswell noted that in some cases, the list shows a property is "Permitted" and "file not available." She asked for some clarifications in this case.

The Building Official Noell Bell explained that a lot of the City's files are currently with the scanning company to be scanned, as part of the City's new program; and so certain files are not readily available.

Councilmember Ramswell wants to make sure staff has been able to verify that all the listed properties have active registrations even though they currently do not have access to certain City files.

According to Ms. Bell, all the information is contained in the CitizenServe software with the Code Compliance Department and that they are able to verify information through that software.

Councilmember Ramswell noted there are several properties asking for an incredible amount of occupancy while the record shows they have committed numerous violations. She expressed concern with habitual offenders wanting more from the City while they have shown they cannot even maintain their home at its current occupancy level. She also stated that according to the

City's Land Development Code, 24 or more occupancy is considered a hotel; therefore, must adhere to the same safety standards as a hotel.

The Land Use Attorney noted that the code provides definition for a hotel, which is having 25 or more occupants, provided it is not a single-family residence. Since these structures have been reconstructed as single-family residences, they may not fall into that definition. However, the Council can make a policy decision that for the purposes of settling a Bert Harris claim, they want to treat these properties as a hotel and apply the commercial building code to if they have 25 or more occupancy.

Councilmember Ramswell asked if the City could be held liable if they were to allow an occupancy of 25 or more without requiring the safety standards to be applied and then an emergency occurred that resulted in injuries or loss of lives.

The Land Use Attorney replied the City would not be held liable under those circumstances. However, with the newer structures, they still hold the properties to that standard if they have that high of an occupancy. For instance, the City already approved settlements for two of the homes on Hutchinson Street. These homes have fire sprinklers and other safety necessities that some of the older houses did not have.

Councilmember Braden stated if they are allowing a higher occupancy than what is being requested, then the property would need to provide more parking. He recommends the parking provision be included in the settlement agreement.

Councilmember Marler asked if they were going to change the parking whether they would also change the greenspace requirement for the home.

The Land Use Attorney explained that they are calculating the area on the driveway and the parking area only. By code, one parking space is 9 feet by 19 feet; and that they have to take into account the current code does not allow tandem parking. She asked the motion be amended if Council wants to include the parking provision in the settlement agreement.

The Mayor asked Councilmember Overdier if he wants to amend his motion to include the parking provisions.

Councilmember Overdier stated they should go ahead and negotiate this settlement and if certain properties come back and want to discuss the parking provision further, each property will be addressed individually.

According to the Mayor, it is covered in the motion basically to agree with the Land Use Attorney's recommendation.

The Land Use Attorney asked for further clarification to include the parking provision in the settlement agreement. There were no objections from the Council.

At this time, Councilmember Menchel announced that the agenda packet consisted of 3,104 pages; and so, sending emails to the City Council late in the afternoon the day of the meeting pays

no benefit to the sender. And though he welcomes feedback from the citizens, he would like to have them early enough to be able to do his due diligence.

With regards to the motion on the floor, Councilmember Ramswell wants to know why they want to provide the higher of the two numbers based on the formula they use to calculate the occupancy level.

The Land Use Attorney explained they started looking at square footage determining that the bedroom calculation was not sufficient for the property owners; otherwise, they would not have brought the pre-suit notice. This resulted in a few cases in the number being less than what the ordinance allows. She continued there is not a way to settle a claim like this if they are going to offer something less than what the owners can already obtain; which is why they recommend going for the higher of the two numbers.

Councilmember Ramswell asked for everyone's opinion about retroactively requiring homes with occupancy greater than 25 to follow the fire safety standards based on the Land Development Code.

According to Councilmember Morgan, adding fire sprinklers on houses would not be cost feasible to the owners. It is quite expensive that the owners would be left with no other option but to litigate.

Councilmember Destin added that some of the homes are large enough that it could cost over \$100,000 to retroactively require them to install fire sprinklers; and so they may decide it is cheaper to go to court.

According to Councilmember Marler, one idea is enhancing the fire security and monitoring system already in existence in some of these homes.

Mr. Stephen Tatum requested and was allowed to provide additional comments prior to Council voting on the motion. He stated that the statute requires the City to make bona fide reasonable offer; and so if the City offers what the ordinance already allows, it is not really a genuine offer. He recommends offering what the ordinance allows," plus one."

The Land Use Attorney stated they are trying to consistently apply the same process to every property; however, what Mr. Tatum was saying makes sense to an extent especially if they are adding the parking provision. They could work it out on the staff level. All settlement proposals will come back to Council for final approval.

Mr. Erin Thomas stated that by offering what the ordinance already provides in terms of occupancy, some of the owners may decide not to negotiate and choose to litigate. However, adding the "plus one" into the motion tonight may entice the owners to settle.

According to Councilmember Overdier, it does not make sense to him how adding one extra body could make such a difference in the negotiation.

The Land Use Attorney stated they would not nonchalantly include the “plus one.” They would review it on a case by case basis and decide what is reasonable after talking with the property owners and reviewing the square footage and the bedrooms, and then bring their recommendations back to the Council for final approval.

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

B. PUBLIC COMMENTS

Mr. Bill Reddington, a Destin resident, stated that he goes to the Property Appraisal site almost daily and always find some errors; and so, they just need to keep in mind that neither the Property Appraisal’s Office nor the City of Destin keeps a perfect record.

Mr. Stephen Tatum reiterated that the City is required by statute to make a reasonable settlement offer before the 150-day period expires; and that offering something that the ordinance already allows is not considered a reasonable offer. The 150-day period will be up on December 26th for approximately 7 properties he represents; and so, something has to be done before then.

The Land Use Attorney clarified that it does not mean the owners have to file a lawsuit on December 26th; it simply means it is the first day that they are able to file a lawsuit. If the City is actively negotiating with the owners, they could very easily choose to continue negotiating and not file a lawsuit on December 26th. She added that even if the owners file a lawsuit, they could still work on a settlement agreement throughout.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 6:45 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

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

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

Destin City Council

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

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

Destin City Staff

City Manager Lance Johnson
Public Info Manager Catherine Card
Parks/Recreation Director Lisa Firth
Public Services Director Michael Burgess
City Planner Samantha Brisolara
Building Official Noell Bell
City Land Use Attorney Kimberly Kopp

City Clerk Rey Bailey
Deputy City Manager Webb Warren
Code Compliance Officer David Bazylak
Finance Director Bragg Farmer
Principal Planner Lauren Witt
Library Director Wen Livingston
City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 PM. Reverend Logan Landes of Grace Lutheran Church gave the invocation; followed by the recitation of the Pledge of Allegiance.

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

A. Second reading of Ordinance 19-21-CN – Adopting Fiscal Year 2020 Millage Rate

The City Attorney read Ordinance 19-21-CN by title, and then presented it to the City Council on second reading.

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

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

Motion by Councilmember Overdier, seconded by Councilmember Marler, to adopt Ordinance 19-21-CN on second reading adopting the FY 2020 millage rate of 1.6150 mills

which is more than the rollback rate of 1.5447 mills passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voting “yes”).

B. Second reading of Ordinance 19-22-CN – Adopting the Fiscal Year 2020 Budget

The City Attorney read Ordinance 19-22-CN by title, and then presented it to the City Council on second reading.

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

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

Councilmember Overdier moved to adopt Ordinance 19-22-CN on second reading to provide for a balanced budget for FY 2020; seconded by Councilmember Marler.

Councilmember Menchel requested that they allow the County to make their presentation before voting on this item because it will determine how he votes on the budget.

Councilmember Menchel offered a substitute motion to move agenda item 2A and allow the County to make their presentation ahead of the City’s budget approval.

The City Attorney recommends they proceed to vote on the budget since the County TDC budget is already set for this fiscal year; adding that the City could always make a budget amendment later on, if necessary.

Councilmember Menchel withdrew his substitute motion.

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

AGENDA APPROVAL

Councilmember Marler moved for approval of the agenda; seconded by Councilmember Overdier. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voting “yes”).

1. APPROVAL OF MINUTES

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

Councilmember Marler moved for approval of minutes of the July 15, 2019 Regular City Council Meeting; seconded by Councilmember Destin. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voting “yes”).

2. PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS

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

Okaloosa County Commissioner Kelly Windes discussed the proposed expansion of the TDC taxing district. He stated that there have been some inquiries from the northern cities and districts on what it would take to make it happen. They have similar problems. They have visitors and they have infrastructure needs and want to receive part of the money from the TDC. The only official request comes from the City of Niceville. He continued that they are still very early in the process; probably more than a year away from placing this item on the ballot for a referendum vote. An ordinance will have to be presented to the Board of County Commissioners (BOCC) for approval. He noted that the main point of contention has been the proportion, or the percentages of the money to be given to each district. The TDC Director is planning to hire somebody to make a more accurate and detailed measurement of these percentages; adding that this matter will not be put to a vote until they resolve this issue completely. He further stated that in accordance with the State Attorney General's opinion, the districts or areas wanting to come in, can each vote to do so. The existing districts will not have a vote on this matter.

The Mayor expressed concern that if they expand the taxing district, the City of Destin could lose their seat as a voting member.

Commissioner Windes stated it is a valid concern which they have already addressed; adding that the County Attorney has given his assurances that the City of Destin will retain its seat on the Council.

The Mayor requested that this issue be included in the ordinance that will be presented before the BOCC.

At this time, County Attorney Greg Stewart addressed the issue. He stated that he has been in communication with the Destin's Attorney and Land Use Attorney on this issue. If the taxing district is expanded, there must be two municipal representatives under the current statute, and the most populous city in the County is required to be represented; which will be the City of Crestview. However, they have looked at some language they could use to designate one of the tourist industry positions as a permanent voting member. This is to make sure that governmental entities that currently have a voice would still have that voice. In this case, the City of Fort Walton Beach and the City of Destin would continue to have a seat on the table, and the City of Crestview would have a seat on the table pursuant to State Statute.

Mr. Stewart also noted that if there is an expansion of the TDC boundaries, revenues that came from the southern part of the County will be used to provide services to that portion of the County. All the money currently in the reserves is required to be spent in the existing district boundaries; and that none of that money can be given to the northern districts. This will assure that the southern district will not be subsidizing the northern district, and vice versa. He also stated this is going to be a component of the ordinance or the revised Tourist Development Plan.

Councilmember Overdier asked if the percentage of revenue distribution is based on population.

The City Attorney noted that is true for the half-cent sales tax but not in this case.

Councilmember Destin expressed concern that the City of Destin will not forever be protected from losing the arrangements to which they have all agreed. He stated that the revised Tourism Development Plan would probably be memorialized in the form of a resolution or ordinance which would only require a 3-2 vote from a future BOCC to revise without it being codified at the State level. He recommends exploring a way to have the legislation re-codified so that it can be preserved in the future layout and provide some protection for the City of Destin.

Mr. Stewart explained there is no direction at this time to expand the taxing district, and so everything has been done conceptually. There are limitations under the constitution to be able to bind anything forever, and that they do not have direction from the BOCC on what they would consider other than they recognize and understand the City's concern. However, the goal is once a direction is given to go forward with the ordinance, the County would work with the City's legal counsel on the language to make sure the City retains its seat on the table, and there is accountability for the money collected in the south and the money collected in the north; and provide as much certainty as possible going forward. He added there would be further County Commission workshops on this subject which the cities could attend and make their feelings known.

Councilmember Ramswell noted that the information the County provided tonight was slightly different from the information they previously received in terms of the southern district not subsidizing the northern district. She continued that they have originally been told the City could potentially be used as a subsidizer for the remainder of the County.

Mr. Stewart stated that he does not know the source of that information. The issue relating to the potential expansion of the TDC taxing district came up during the County's budget workshop. The County Commission wanted to ensure there was accountability in terms of the northern revenues and southern revenues. The issue concerning the accumulated revenues is covered under State law which must be followed. He added there was a consensus of the 5 County Commissioners that this matter be incorporated in the ordinance.

The City Attorney noted that the information Councilmember Ramswell mentioned was included in the agenda item report that he drafted at the previous Council meeting. Since then, he and Mr. Stewart has discussed the issue, and that Mr. Stewart assured him he will work with the City in drafting a language that would protect the City. He also stated that Councilmember Destin's concerns are valid; however, he is not sure if they can bind a future County Commission to that ordinance. Destin could potentially be used as a subsidizer for the north end of the County sometime in the future.

Councilmember Ramswell stated that according to State Statute, the accumulated revenue by the special taxing district is equitably split amongst the members of that district.

Mr. Stewart noted that according to the Tourist Development Tax Statute, accumulated revenue must be spent within the district for tourism related purposes. If there is an expansion of

the TDC boundaries, then 5 cents will be collected on a County-wide basis. The County Commission maintains that if the money is to be used for infrastructure, money will not be taken from the south to build or pave roads in the north.

According to Councilmember Ramswell, what he meant was as it stands now, the bed tax could not be spent in Niceville or Crestview because they are currently outside the boundaries of the special taxing district. A city must be a member of the taxing district in order to receive a portion of the accumulated funds.

Councilmember Ramswell also stated that she shares Councilmember Destin's concern that there is no guaranteed protection for the City of Destin. It worries her that Destin could potentially be used as a subsidizer for other portions of the County sometime in the future.

Mr. Stewart stated that the County wants to engage in a partnership with the City of Destin, which is why they want to work with the City in drafting the language to the ordinance so they could see how the County is trying to protect the City's interest and the entire County's interest.

Councilmember Ramswell noted that the County used to put out a monthly and a yearly report that listed the amount each district brought in as well as the source of that revenue (i.e., short-term rentals, condominiums). She asked why the County stopped publishing that information.

Mr. Stewart stated that the County's Tax Collector collected the Tourist Development taxes for several years. A few years ago, the County transferred that task to the Department of Revenue because they do not charge any money to do it. Revenue has confidentiality requirements by which they must abide in terms of identifying the revenue sources. He would suspect that is the reason a more detailed information is no longer available. He continued they are looking at developing an internal system where they could replicate that same information.

Councilmember Morgan asked for an estimate amount of revenue percentagewise they could expect to receive from the north end of the County if the expansion of the TDC boundaries passes.

According to County Administrator John Hofstad, they can expect approximately 20 percent.

Councilmember Menchel noted that according to the report they received from the Sheriff's Office, there were 29,349 calls for service in 2018, and that 80 percent of those calls were tourists related. From January to August 2019, there were 952 calls for service for which non-City-contracted deputies responded to Destin to assist the Destin contracted deputies. He stated that based on this data, they certainly need more deputies in Destin.

Councilmember Ramswell stated there have been some communications between the City Attorney Kyle Bauman and County Attorney Lynn Hoshihara regarding the additional 10 percent TDC funding available to public safety and first responders that would not supplant current funding for these uses. It appears they received guidance from Ms. Hoshihara to start gathering some data and actually putting in a request for additional funding from the TDC.

According to Mr. Steward, they have a process established which is tied to their budget cycle. The next deadline to submit an application for funding is April 2020. He stated that Ms. Hoshihara sent an email to Mr. Bauman suggesting gathering some data and submitting an application for funding to the TDC for additional law enforcement services for the City of Destin.

Councilmember Menchel stated that Council will instruct staff to prepare a request for additional funding from Okaloosa County TDC for law enforcement services for the City of Destin prior to the April 20, 2020 deadline.

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

Mr. Ken Wampler, a Destin resident and member of the Destin Chamber of Commerce Board, stated that he and Councilmember Braden sat on the County's Floating Structure Committee. The Committee has approved a Floating Structure Ordinance that will now go before the Board of County Commissioners in the form of a workshop on October 22, 2019. He noted that the main recommendation is to not allow floating structures on Crab Island by the end of the year 2020. He recommends the Destin City Council takes a position on the proposed recommendations.

It was the consensus of the Council to place this item on the next Council meeting agenda to discuss and possibly take a position on the proposed revisions.

4. CITY MANAGER REPORTS

A. Resolution 19-16 Fund Balance Policy

Finance Director Bragg Farmer explained that during the Fiscal Year 2018 audit, the City auditor formally recommended that the City Council establishes a written policy that establishes minimum fund balance benchmarks which would provide for a stable tax levy for future budgets. Adoption of Resolution 19-16 will complete the recommendation of the City Auditor and comply with Government Accounting Standard Board (GASB) Statement No. 54, which addresses the establishment of a fund balance policy.

Councilmember Overdier moved to adopt Resolution 19-16; seconded by Councilmember Marler.

Councilmember Destin stated that the Council has an unfettered and unrestricted oversight over the budget, and so he would not support this type of a resolution.

Councilmember Braden asked why staff is just now coming up with this resolution when the auditor's recommendation was made in Fiscal Year 2018.

Councilmember Overdier noted this is something the City has always done, and they are formalizing it by memorializing it in the form of a resolution. It would not necessarily restrict Council for accessing available funds, if necessary.

Mr. Farmer explained that the main recommendation in the resolution involves the amount in the unassigned fund balance the City would try to maintain on an annual basis; adding they could always change the verbiage into something more amenable to the Council. He stated that he developed the language by reviewing about 10 other cities, counties as well as the State and Government Finance Officers Association (GFOA) recommendations on a fund balance policy and came up with a summation of best practices for a fund balance resolution.

Councilmember Ramswell pointed out that these changes were requested to be made back in 2009. She asked why they are just now trying to incorporate this policy.

According to Mr. Farmer, they have been breaking out their fund balance with the categories listed in the proposed resolution in their final audit report since 2010. This is the first auditor that recommended to the City to establish a formal written policy on how they record those funds and how much they want in the unassigned fund balance.

Councilmember Ramswell wants to make sure there is nothing illegal or incorrect in the way things are currently being handled; and that they simply want to put it in writing.

Mr. Farmer stated that not having a fund balance policy is not a violation of State statutes; it was simply the auditor's recommendation to have a formal written policy. .

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

B. Proposed Settlement Agreements in Bert Harris Cases Relating to Short-Term Rentals at 84 and 86 Hutchinson Street

The Land Use Attorney explained that this item involves two pre-suit notices of claim and proposed settlement agreements involving 84 and 86 Hutchinson Streets. The buildings were recently constructed. Staff is recommending the Council considers the proposed settlement agreement. The property owner requested to have a maximum occupancy of 34.02 on the property. The City's Building Official recommends 32.84 (round-up to 33 occupants).

Councilmember Ramswell moved to direct the Land Use Attorney to enter into a settlement agreement for 84 and 86 Hutchinson Street based on 33 persons occupancy on the property; seconded by Councilmember Menchel. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voting "yes").

C. DO 93-29 Destiny PUD Minor Change Order

The City's Principal Planner Lauren Witt explained that the Destiny Planned Unit Development (PUD) has a required 25-foot waterfront setback that should be applied to all homes built in the Destiny community. Due to an inadvertent oversight over the passed few decades, this requirement has not been consistently followed. The original development order was executed in 1993. Staff is proposing to amend the development order to reduce the waterfront setback to 10 feet; which is consistent with the rear setback. Approximately half of the waterfront homes

currently in the Destiny development that do not meet the 25-foot setback requirement. This would also correct a lot of the existing non-conforming homes.

Councilmember Overdier moved to direct staff to prepare an amendment to the Destiny PUD (DO-93-29) to include the following setbacks:

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

Motion was seconded by Councilmember Menchel and passed 6-1 (Council members Morgan, Destin, Marler, Overdier, Menchel and Ramswell voted “yes”; Councilmember Braden voted “no”).

D. Resolution 19-21 Cost Sharing for the Harbor Carrying Capacity Study

Ms. Lauren Witt noted that the proposed resolution is a follow up from the City’s previous discussion and action regarding the cost-sharing with Corps of Engineers for the Harbor Carrying Capacity Study.

Councilmember Ramswell asked if cost-sharing is a normal procedure for this type of study.

Ms. Witt explained that typically it is a 50 percent cost share of the total cost between the City and the Corps of Engineers.

Motion by Councilmember Menchel, seconded by Councilmember Ramswell, to approve Resolution 19-21 and the associated Cost Sharing for the Harbor Carrying Study between the City of Destin and the Army Corps of Engineers passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voting “yes”).

E. Extension of Livery Vessel Moratorium

The Land Use Attorney Kimberly Kopp explained that the current moratorium is due to expire on November 1, 2019. The Council just authorized the Harbor Carrying Capacity Study, and that the result of that study will go into what they do on the livery vessels. She for 1 9-12-month extension of the moratorium.

Councilmember Menchel moved to direct staff to bring back an ordinance extending the Livery Vessel Permitting Moratorium for 12 months; seconded by Councilmember Ramswell.

Councilmember Marler asked staff to bring back a livery vessel report for 2019 at the next meeting.

Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voting “yes”).

F. Announcements:

The City Manager made the following announcements:

- The County Commission has voted to approve applications for both Capt. Royal Melvin Heritage Park and Clement Taylor Park. Final applications can now be submitted to the US Treasury. The US Treasury has indicated to staff their goal is to get the applications processed within 3 months
- CRA Board meeting scheduled for October 7th at 5:45 p.m. to adopt the CRA budgets
- City facilities will close on Friday, September 20th, beginning at 11:00 a.m., for Staff Appreciation Day
- Visioning Session – November 7th, 8:00 AM to 5:00 PM. Mr. “Buzz” Eddy will facilitate
- The City received over \$37,000 from AT&T’s sub-contractor to repair damage in the City ROW on Hutchinson Street. Damaged was caused by contractor utilizing un-prescribed uncontrolled boring or “pneumatic missile” technique for the fiber installation project

Motion by Councilmember Destin, seconded by Councilmember Marler, to close City facilities on Friday, September 20th, at 11:00 a.m., for Staff Appreciation Day passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voting “yes”).

Motion by Councilmember Destin, seconded by Councilmember Overdier, to direct staff to move forward with the Hutchinson Street repair passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voting “yes”).

5. PUBLIC HEARINGS

6. *CONSENT AGENDA

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

Councilmember Menchel requested that Consent Agenda item 6A be pulled for discussion.

Councilmember Destin moved for approval of Consent Agenda items B thru K, as printed above, seconded by Councilmember Menchel. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voting “yes”).

Councilmember Menchel requested that moving forward they include in the contract all the information regarding the work to be performed. He stated that the contract with Feline Friends of Destin does not include removing leftover cat food from feeding stations and not leaving it there overnight. This could attract other animals such as coyotes, which is currently a big problem with the City. He recommends discussing this item in the future.

According to the City Manager, they have met with Feline Friends of Destin and made a request not to leave left over cat food overnight; and that when the food is out to elevate it to a point that only the cats could get to it. They are already included in the new contract and will be the requirements when the new contract goes into effect on October 1st.

Councilmember Menchel moved for approval of Consent Agenda item 6A; seconded Mr. Farmer stated they may have it in their GIS system, and they will follow up on it

Councilmember Menchel noted that the City received money to repair the damage in the City right-of-way on Hutchinson Street. caused by contractor utilizing un-prescribed technique for the fiber installation project. He asked if they have identified any other damages since the last Council meeting two weeks ago that are related to this project.

Public Services Director Michael Burgess stated they have not identified any other damages. They would look at all the boring permits they have issued over the past 6 months and conduct as assessment.

Councilmember Menchel inquired as to the status of the City’s street sweeper that is under repair.

Mr. Burgess noted that the street sweeper is still under repair at Mobile, Alabama. After it is done at the body shop at Mobile, it will be driven to Pensacola for engine repair.

Councilmember Menchel requested an update on the status of the code compliance issues on Beach Drive.

According to Code Compliance Officer David Bazylak, the property had been identified as a long-term rental and they are currently trying to get it registered. Furnitures that were left out on site for a long time have been removed. There were several junk vehicles on the property. They were either properly tagged and registered or removed. With regards to trash being left out for a long period of time, all property owners from Legion Drive to Beach Drive have been notified regarding the proper times to put their trash out. In addition, they have identified 3 trash cans on the property that do not belong on the property. The cans came from Mattie Kelly Blvd. They have contacted Waste Management and they will be removing the trash cans.

Councilmember Menchel expressed his appreciation to the City's Code Compliance Officer Murray Casey for his lifesaving action. He recommends inviting Officer Casey to attend a future meeting to be properly recognized by the Council.

- A. Councilmember Overdier
- B. Councilmember Marler

Councilmember Marler asked staff to notify the County there is still no streetlight at the Henderson Beach Drive and Commons Drive intersection.

- C. Councilmember Destin
- D. Councilmember Morgan
- E. Mayor Gary Jarvis
- F. Land Use Attorney

1) Monthly TRC Update

There are currently two projects under review by City staff – The Charles and The Oaks at Old Town.

- 2) Recommendation of Harbor Advisory Board to circulate letter to harbor front property owners regarding code compliance

The Land Use Attorney requested they delay discussion of this item to the next Council meeting so that the Code Compliance Manager could participate in the discussion and make the same presentation he made at the Harbor Board to the Council.

The Mayor asked staff to bring back a draft copy of the letter the Harbor Board proposes to circulate to the harbor front property owners.

G. City Attorney

The City Attorney Kyle Bauman reported that the legal counsel for Coleman Kelly Trust contacted the City to see if the City was interested in purchasing some land owned by Coleman Kelly Trust. One parcel is located adjacent to the Morgan Sports Center and is encumbered by utility easement. The other parcel is in Crystal Beach. It is an east-west connector that is encumbered by a utility easement.

It was the consensus of the Council to instruct the City Attorney to further investigate the two properties the legal counsel of Coleman Kelly Trust is offering for sale to the City and bring some information back at the next Council meeting.

Councilmember Ramswell asked staff to also investigate any reason they would want to purchase land they cannot use.

Mr. Bauman noted that one potential use for his land is for bicycle trail as part of the multi-modal process; but they would investigate further to see if there are other possible uses for this land.

The City Manager pointed out that one of the parcels is located directly behind the parking area from Morgan's Sports Center; and that it has become the overflow parking lot for the big tournaments.

8. PUBLIC COMMENTS

Having no further business at this time, the meeting was adjourned at 7:44 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
SEPTEMBER 4, 2019
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

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

Destin City Council

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

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

Destin City Staff

City Manager Lance Johnson
Code Compliance Manager Joey Forgione
Parks/Recreation Director Lisa Firth
Public Services Director Michael Burgess
Library Director Wen Livingston
Community Development Director Louis Zunguze
City Land Use Attorney Kimberly Kopp

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

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 PM; followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Councilmember Menchel requested moving up agenda item 2A ahead of the special public hearing for Fiscal Year 2020 millage rate and budget.

Councilmember Destin requested that agenda item 7F1 be moved ahead of agenda item 4A.

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

Next item discussed was agenda item 2A

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

A. First reading of Ordinance 19-21-CN – Adopting Fiscal Year 2020 Millage Rate

The City Attorney read proposed Ordinance 19-21-CN by title, and then presented it to Council on first reading.

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

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

Motion by Councilmember Overdier, seconded by Councilmember Ramswell, to adopt Ordinance 19-21-CN on first reading adopting a proposed FY 2020 millage rate of 1.6150 mills, which is more than the rollback rate of 1.5447 mills, passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted yes).

B. First reading of Ordinance 19-22-CN – Adopting the Fiscal Year 2020 Budget

The City Attorney read proposed Ordinance 19-22-CN by title, and then presented it to Council on first reading.

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

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

Ms. Cathy Hippee, Treasurer of the Emerald Coast Fitness Foundation, stated they have submitted a request to the City for funding for an electronic LED scoreboard to be installed at the aquatic center in Destin to be used for competitive swimming and competition meets. The proposal packet included a copy of the specifications for this item. Proposed price is approximately \$8,500 to include additional cost for the electrician for the work that must be done to install the scoreboard. She also stated that the aquatic center hosts about 20 meets a year that involved the high schools, middle schools, senior games, and the Coast Aquatic USA Swim Team

Mr. Brad Kale, a Destin resident and swimming coach, added there would be athletes coming in from Nashville, Tennessee, Birmingham, Alabama as well as local athletes from Panama City and Pensacola. The scoreboard will allow their facility to be attractive to these types of swim meets.

Councilmember Ramswell stated that she has been quite pleased with the way the aquatic center has been ran the past two years and proved a point that it can be done with the right leadership and personnel. She has also reached out to Ms. Hippee about looking into some sort of

partnership perhaps with the Destin Community Center in developing some sort of way for everybody in the community to work together and take advantage of all sorts of opportunities.

Councilmember Ramswell moved to approve the expenditure of \$8,500 for an electronic LED scoreboard for the aquatic center in Destin and add it to the Fiscal Year 2020 budget; seconded by Councilmember Braden.

The Finance Director requested a funding source for the \$8,500. He stated that the budget is currently balanced.

Councilmember Destin inquired as to the amount currently in the unallocated fund balance.

The Finance Director noted there is currently \$2 million in the unallocated fund balance.

Councilmember Ramswell offered an amended motion to approve the expenditure of \$8,500 for an electronic LED scoreboard for the aquatic center in Destin, and for the amount to be taken out of the City's unallocated fund balance; seconded by Councilmember Braden. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted yes).

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

Motion to add the expenditure for the score board in the Fiscal Year 2020 budget and take the money from the City's unallocated fund balance passed 7-0.

Councilmember Destin moved to adopt Ordinance 19-22-CN on first reading adopting the Fiscal Year 2020 budget, to include the non-contingent expenditure of the Emerald Coast Fitness Foundation request for the scoreboard to come from the unallocated fund balance; seconded by Councilmember Ramswell.

Councilmember Menchel offered a substitute motion to postpone the adoption of the budget and direct staff to go back to the TDD and the County to get them to look into the additional 10 percent funding for the Sheriff's contract with the City of Destin. Councilmember Ramswell provided a second to the motion.

The Finance Director explained that the ordinance for the budget is dictated by Florida Statute; and that they cannot delay the adoption of the budget tonight. He continued that the unique position that the budget adoption process in Florida is that they can make any changes to the budget during the second reading of the ordinance without going back to first reading.

The City Attorney reiterated that the County Attorneys will provide the City a memorandum that details the steps that City could take to qualify for the additional funding.

Councilmember Ramswell suggests seeking an Attorney General's opinion on this subject since it has been going on for years.

The City Attorney requests Council allows them to have another meeting with the County so they could formulate a recommendation to the Council on this issue.

Councilmember Menchel made a substitute motion to adopt Ordinance 19-22-CN on first reading adopting the Fiscal Year 2020 budget, to include the non-contingent expenditure of the Emerald Coast Fitness Foundation request for the scoreboard to come from the unallocated fund balance; additionally, direct staff to contact Okaloosa County and explore the additional 10 percent funding of the Sheriff's contract with the City of Destin as provided by statute, and then come back with that information on second reading. Councilmember Ramswell provided a second to the motion. Motion passed 6-1 (Council members Morgan, Destin, Overdier, Menchel, Ramswell and Braden voted "yes"; Councilmember Marler voted "no").

1. APPROVAL OF MINUTES

A. Approval of minutes of August 12, 2019 Budget Workshop

Motion by Councilmember Marler, seconded by Councilmember Overdier, to approve minutes of August 12, 2019 Budget Workshop passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted yes).

B. Approval of minutes of June 24, 2019 City Council Workshop

Motion by Councilmember Marler, seconded by Councilmember Overdier, to approve minutes of the June 24, 2019 City Council Workshop passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted yes).

2. PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS

A. Capt. Charlie Nix – Sheriff's Department Contract and Manpower

Capt. Nix from the Sheriff's Office gave the following presentation:
Contracted Area of Responsibility:

- Destin (District 3)
 - ❖ Zone 25 – West Destin
 - ❖ Zone 27 – East Destin
- Calls for Service (generated within the City limits of Destin)
 - ❖ 2017: 28,488
 - ❖ 2018: 29,349

Note: The majority of these calls are answered by the Destin contracted positions.

Destin Contracted Positions

- The current Destin contract funds the following positions:
 - ❖ 17 Patrol Units
 - ❖ 2 Investigators
 - ❖ 1 Marine Unit
 - ❖ 1 front desk (Stahlman Office)

Note: The current Destin contract does not fund any beach units and only one of 4 marine units.

Manning Considerations

- Contracted positions remain constant throughout the fiscal year
- Spring Break (TDC Funding Assistance for OT)
- 100-Days of Summer
- Holidays

Contract with Sheriff's Office is a Force Multiplier

- Dive Team
- Traffic Homicide Investigator
- CSI Unit Crime Scene Specialists
- Street Crimes Unit
- K-9 Unit
- SRT
- CNU

Comparison I

- Panama Beach
 - ❖ Service Population: 14,000
 - ❖ Calls for Service: 37,897
 - ❖ Full-Time Officers: 68
 - ❖ Budget: \$9,014,760 (FY 2018)

Comparison II

- South Daytona Beach
 - ❖ Service Population: 12,500
 - ❖ Calls for Service: 25,200
 - ❖ Sworn Officers: 30
 - ❖ Budget: \$3.4 million (FY 2018)

Comparison III

- Atlantic Beach
 - ❖ Service Population: 13,608
 - ❖ Calls for Service: 21,226
 - ❖ Full-Time Officers: 29

- ❖ Budget: \$6.4 million (FY 2018)

Comparison IV

- City of Niceville
 - ❖ Service Population: 15,249
 - ❖ Calls for Service: 26,400
 - ❖ Full-Time Officers: 28
 - ❖ Part-Time Officers: 6
 - ❖ Budget: \$2.4 million (FY 2018)

TDC Current Funding

- The TDC currently funds the following:
 - ❖ 2 Marine Positions
 - ❖ 2 Beach Positions
 - ❖ Spring Break Funding (allows for personnel increases to address spring break related issues in Zones 24 (County), 25, 27. The additional manning reduces the added strain to patrol resources)

Note: Currently receiving maximum TDC allocation for public safety allowed by law.

- ❖ 2017: \$125,000 (first year funding from TDC) (1 FTE/Marine)
- ❖ 2018: \$574,000 (3 FTE) (vehicle/vessel and spring break/traffic detail)
- ❖ 2019: \$574,000 (4 FTE) and funding for spring break/traffic detail

Note: TDC approved funding for FY 2020

- ❖ 2020: \$585,500 (4 FTE) and funding for spring break/traffic detail

Challenges

- Challenges that Crab Island presents to our deputies, residents and tourists
- Crab Island has direct impact on issues which will occur on the water and on land within the City limits of Destin
 - ❖ 2017: 760 calls for service (Deaths 2)
 - ❖ 2018: 1068 calls for service (Deaths 5)
 - ❖ 2019 (To Date): 1773 calls for service (Deaths 2)

Note: This also strains resources at the patrol level

Councilmember Braden noted that he previously asked how the City of Niceville had been able to afford a \$2.4 million dollar law enforcement contract, and the answer he received was the City of Niceville has been able to collect taxes from other areas of the City. He continued that the City of Destin does not enjoy the same privilege.

Councilmember Braden asked why the Florida Highway Patrol does not handle traffic accidents in Destin.

Capt. Nix replied that the Florida Highway Patrol is not responsible for working traffic crashes in municipalities with contracted law enforcement services.

Councilmember Braden asked whether the County has budgeted at all for law enforcement services for the City of Destin.

Capt. Nix stated that Okaloosa County budgeted for law enforcement services for Area 26, which is the unincorporated area of Destin.

Councilmember Overdier noted that most of the calls for service come from the 30,000-40,000 people that show up in Destin every week during tourist season and not from the 13,765 permanent residents. He asked who set the TDC limit for funding.

Capt. Nix replied that Florida Statutes set the TDC limit for law enforcement funding.

The City Attorney stated that in accordance with Council's direction at the previous Council meeting, he and the Land Use Attorney had a telephone conversation with the County Attorneys about this issue. Part of the discussion centered around whether the City of Destin could potentially qualify for any additional funding under Florida Statutes Section 5C. He continued that according to the County Attorneys, it is not something municipalities have traditionally applied for, but there is possibly a scenario where the City of Destin could receive additional money based on that provision; and that they would send an email to the City explaining what the City of Destin has to do to apply for that money.

Councilmember Menchel noted that based on the information they received from the Sheriff's Office at their previous meeting, 80 percent of the calls for service from the Sheriff's Office in Destin are from tourists. Destin-contracted deputies have assisted other units in the unincorporated area of Destin 335 times; of which 80 percent of those times (268) were issues related to tourists. Conversely, deputies from outside the city limits of Destin responded to Destin 952 times to assist Destin-contracted deputies so far this year; and that 80 percent or 761 of those calls for service have been for tourists. He stated that based on this figure, they need more deputies in Destin. He also stated that Destin residents should not continue to pay for the entire amount of the contract when they are only receiving 20 percent of the service. He added they should do everything possible to obtain the untapped money from the TDC.

Councilmember Ramswell stated that she had worked in 2016 with then State Representative Matt Gaetz on legislation that would provide additional funding and the additional use of the TDC fund for public safety expenses. A specific clause was added for counties along the Gulf that receive significant impact because of tourism. The statute specifically states that the additional funding cannot "supplant" what they are already using for first responders and public safety. She also stated that before this bill was passed, Okaloosa County TDC was already spending \$1.1 million on lifeguards plus approximately \$.5 million for law enforcement services. Using the additional fund to hire more law enforcement officers in Destin is a must. She added that Walton County is using TDC money to fund code enforcement on the beach and for beach maintenance to include garbage collection, purchasing beach properties and building parking lots.

Next item discussed was Special Public Hearings for Fiscal Year 2020 Millage Rate and Budget.

B. Presentation – Trust for Public Land – Ms. Kate Brown

Ms. Kate Brown, Project Manager with the Trust for Public Land, provided an update on the Capt. Leonard Destin Park on Calhoun Avenue. According to Ms. Brown, the property located at 101 Calhoun Avenue was purchased in March 2016 using funds from the Deepwater Horizon oil spill settlements. The FDEP set aside \$45 million to create some new waterfront parks along the Panhandle counties affected by the oil spill. They purchased the property using BP funds and then proceeded to work on designing, developing and constructing the park. The construction is well underway and should be finished by the end of this calendar year; and with a substantial completion date of November 20, 2019. Final completion date will be 30 days after that date assuming there are no further delays from hurricanes. The Trust for Public Land currently owns the property; but they will be conveying it to the City of Destin. They already have a donation agreement in place and the City had already accepted the property. She added that the City will also receive 10 years of operations and maintenance money.

Also, according to Ms. Brown, they can also assist the City in acquiring some additional beach access points in the Crystal Beach area. She stated that in addition to building parks they also specialize in acting as interim buyer of land and then conveying it over to a local community, the State, or a federal agency that wants to own it for a park or conservation area. They offer a lot of real estate expertise. They could get a contract in place with a landowner, complete all the due diligence and turn the property over to the City and work with the City on the funding. They are not the funder, but they purchase and sell the property at the same price. They do not charge a fee for their services, but they ask the landowner to provide a confidential cash donation at closing when they purchase the land from them. The money is used to cover their cost of doing the transaction, paying for appraisals, surveys and title work and so forth.

Councilmember Overdier noted the City has different sources of funding for the purchase of the property but not sure exactly how much they would receive. If the Trust purchase the property in advance, the City may not get enough money to purchase the property from the Trust.

Ms. Brown stated they would not purchase the property until the City receives the funding for it.

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

Ms. Patti Brown, a Destin resident, noted that according to Capt. Nix's presentation, 70 percent of all the calls for service are from tourists. The Code Compliance Manager previously reported that 70 percent of their calls were tourist related. She continued that they raised the short-term rental fees, but they have an untapped source of funding which is their condominiums. They are not being required to register because they are supposedly being managed by condominium associations. But they are reportedly not doing a good job doing so and so condominiums are becoming more of an issue for the City. He urged the City to consider registering the short-term rental condominiums. It will be another source of income to cover the Sheriff's Office contract and for hiring more code enforcement officers.

Ms. Brown also noted that beach front owners have a lot of concern with their relationship with the Sheriff's Office. They pay a lot of property taxes, but they do not feel they are receiving proper service from the Sheriff's Office. For instance, they have not been getting proper response to complaints about people trespassing as there are still a lot of questions as to what part of the beach is public and which is private. She urged the City to address this issue immediately.

Next item discussed was agenda item 7H(1)

4. CITY MANAGER REPORTS

A. Electric Scooters (e-scooter) Regulations

According to the Community Development Director Louis Zunguze, electric scooters have become a national phenomenon ever since they first appeared in California in 2017. The Florida Governor signed legislation in June authorizing counties and municipalities to regulate these devices consistent with State law. There are significant issues to consider from a local government perspective in protecting the health, safety and welfare of its residents – including safety, liability location and quantity of the devices, and complaint resolution. The Sheriff's Office reported one fatality associated with these devices on Airport Road last year. He has been approached by 3 different vendors that are interested in participating; and so, staff is requesting direction from the Council as to which of the following options Council desires staff to take:

Option One: Ban E-scooters

Option Two: Create a Pilot Program regulating E-scooters

Councilmember Morgan recommends banning E-scooters in Destin since they do not have the infrastructure for these devices.

Councilmember Morgan moved to direct staff to develop an ordinance banning electric scooter companies from operating within the City of Destin; seconded by Councilmember Destin.

Councilmember Overdier stated that as a member of the Transportation Committee, a legislative action committee with the Florida League of Cities, and listening to other City Council members and commissioners, City Managers and Community Development Director, the disadvantages far outweigh the advantages when they talk about these devices. It would create a more hazardous situation for people using it.

Councilmember Marler wants to know their chances of winning a lawsuit if they decide to ban E-scooters in Destin.

The Land Use Attorney explained it is a new statute and so it has not gone to court for interpretation; but the statute does not prohibit local government and municipality from regulating E-scooters.

Councilmember Menchel suggests they be more specific when referring to E-scooters.

The Mayor noted they are not trying to ban privately-owned E-scooters. The idea is to ban commercial electric scooter companies from operating within the City.

The Land Use Attorney noted that the statute has the specific definition for E-scooters, and she suggests using that exact language in their ordinance.

Councilmember Ramswell stated there are so many electronic modes of transportation currently available – i.e., Segway, electronic bicycles, etc. – that people of all ages are using. She does not see how they could enforce such a regulation banning certain types of E-scooters and trying to differentiate a rental from a privately-owned equipment.

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

B. Fall Visioning Session: Date Selection

It was the consensus of the Council to allow staff to schedule the Fall Visioning Session during the first week of November.

C. 3rd Quarter Financial and Investment Report

The City’s Finance Director presented the report to the Council.

D. Information Briefing on Right-of-Way (ROW) Construction Permit Violations/Damage to City ROW and Request for Direction to Amend City Land Development Code ROW Protection to Prohibit Uncontrolled Boring/Drilling

Public Services Director Michael Burgess provided the following report:

Damage to Public Infrastructure

➤ Right-of-Way Permits

- ❖ Destin’s Public Works Department issues permits for work on the right-of-way
- ❖ Four types:
 - Residential – Single family homes./Duplexes (driveways, landscaping)
 - Commercial - Other site development (driveways, landscaping)
 - Unauthorized encroachments (after the fact permits and/or per a Notice of Violation/Notice of Hearing)
 - Utility – Water/Sewer, power, gas, telecommunications
- ❖ Requires 24-hour advanced notice before beginning work
- ❖ Requires SSOC, or “Call Before You Dig” ticket
- ❖ May require a MOT (Maintenance of Traffic) Plan
- ❖ Directional Bore/Drill
 - Directional boring, allows the operator to “steer” the drill head underground for precise control to include vertical

- Uses water to facilitate the drill head moving through the ground
- ❖ Pneumatic Missile
 - Operator aims the missile towards the target that could be 10-25 feet away
 - Operator has little control over the missile after it has left the pit
 - Pneumatic missiles are known to deflect and “rise” in sandy soils
 - Pneumatic missiles are a lower-cost alternative to directional boring
- ❖ Hutchinson Street – July 30, 2019
 - Contractor was “shut down” by City staff early in the day for unauthorized cutting curb/asphalt and excavating under the street
 - Contractor had no “Maintenance of Traffic” devices/flaggers on site
 - Contractor did not have a valid Dig Ticket
 - Contractor was using a pneumatic missile instead of a Directional Boring setup
 - Applicant(s) identified Directional Boring as the technique to be used on the permit application
 - Sewer came up through the pavement in the morning
 - Cavity or “sinkhole” developed in the afternoon
 - Reported to the City of Destin by the Okaloosa County Sheriff Department
 - DWU was immediately called
 - DWU on-site within minutes
 - Road was reopened within a few hours
- ❖ Matthew Boulevard – August 12, 2019
 - 4” irrigation line was destroyed
 - Not 36” below the surface
- ❖ Scenic 98 (multiple locations – multiple dates)
 - Public Works was called out to a report of water gushing onto roadway at Matthew Blvd and Scenic 98
 - Possible damaged base material
 - Irrigation zone was shut off to prevent further damage
 - Will require opening the road to investigate
- ❖ Other areas of Scenic Hwy 98
 - Shallow boring and equipment damaged several panels of 10’ wide sidewalk
 - Other broken irrigation lines
- ❖ Scenic 98 Damage
 - Broken sidewalk from heavy trucks and equipment
- ❖ Airport Road damage – August 22, 2019
 - “Boring” Technology, probably a pneumatic missile damaged pavement on Airport Road and disturbed the base material
 - As the missile approached the surface, it damaged the asphalt creating a raised longitudinal “bump”
- ❖ An ounce of prevention
 - Pre-construction inspections of site to document conditions
 - Inspections during construction
 - Post-construction inspection to ensure conditions have been restored or improved

- Document everything with date-time stamped digital photos and forms
- ❖ Damages assessed thus far...
 - Airport Road - \$20,500 (road only)
 - Scenic 98 at Matthew - \$29,000 (road only)
 - Matthew at roadside parking - \$16,300 (road only)
 - Hutchinson Street - \$38,000 (road only/does not include DWU charges)
 - Total: \$103,800
- ❖ Recommendations from Staff
 - Authorize the return of an ordinance that prohibits the use of “uncontrolled” boring techniques under City streets
 - Ordinance language would hold operator (subcontractor) and applicant as equals for any enforcement actions taken
 - Ordinance would provide specific code section(s) for Notices of Violation, Notices of Hearing, etc....

Councilmember Destin moved to direct staff to prepare an ordinance amending the Land Development Code Section 8.01.00 - ROW Protection, that prohibits the use of “uncontrolled” boring techniques under City streets, hold operator/subcontractor and applicant as equals for any enforcement actions taken, and provides specific code section(s) for such things as Notices of Violation and Notices of Hearing. Councilmember Menchel provided a second to the motion.

Councilmember Ramswell asked if the contractors are covered by insurance for any of these damages so that the City does not have to pay for them.

Mr. Burgess stated that the applicant, the telecommunication company, is insured; however, he is not sure if the sub-contractor hired by the applicant is covered.

According to Councilmember Ramswell, they may have encountered this type of issue before on Airport Road. It seemed they have discussed adding clause into any of the City’s contracts that would include sub-contractors and making them liable for damages that were incurred due to negligence. She asked staff to investigate it.

Mr. Burgess noted that all permits previously issued to the contractor are currently suspended. They will perform no work until the damages have been remedied. He added that one of the conditions of the City resuming business with them is that they ensure they provide directional boring equipment instead of pneumatic missile as their installation technique which the City believes was the direct cause of the vast majority of the incidents.

Councilmember Menchel noted that the damage assessment did not include the damage on Hwy 98 at the Crab Trap. He also stated there are other damages of which the City may not have been aware, such as the light pole in Destiny East being taken out by the pneumatic missile. He suggests they publicize this matter so residents may report other damages to infrastructure that have not yet surfaced and may be attributable to the work that had been performed.

According to the Land Use Attorney, one of the other things that she had discussed with staff was creating a list of approved sub-contractors; and once they have acted negligently or in violation of a permit, they would be removed from that list pursuant to a policy they plan to take to Council for consideration. She also noted there is a statutory language that allows certain small cell facilities to locate them in rights-of-way; however, they are not permitted to damage public property. The City's permit requires that if they do damage public property that they have to restore it to at least the same condition it was in prior to the work. She added that the contractor in this case is responsible for restoring the City's property.

Councilmember Ramswell inquired as to the procedure currently in place so that they have someone that could inspect each job site to ensure that the work, at least superficially, appears to have been done properly.

Mr. Burgess noted that part of his presentation included some new procedures they are implementing to prevent a similar occurrence. In addition, they plan to put in some language requiring a one-year warranty for the pavement in the area where work was performed just in case something that took a while to develop can be attributable to the work that was performed.

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

E. Announcement

The City Manager asked the Council to appoint a representative from the Council to accompany him and the City's attorneys to Tallahassee to discuss the Norriego Point to discuss the position being held by FDEP and the Bureau of Land as it relates to the placement of additional sand on Norriego Point.

Councilmember Morgan moved to appoint Councilmember Destin as the Council representative to accompany the City Manager and the City's Legal Counsel to Tallahassee to discuss the position being held by FDEP and the Bureau of Lands as it relates to the placement of additional sand on Norriego Point; seconded by Councilmember Overdier. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted yes).

5. PUBLIC HEARINGS

A. Second reading of Ordinance 19-20-LC – Sign Requirements for Short-Term Rentals

The City attorney read Ordinance 19-20-LC by title, and then presented it to the Council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO SIGN REQUIREMENTS FOR SHORT-TERM RENTALS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE AMENDMENT OF THE LAND DEVELOPMENT CODE ARTICLE 16 – SIGNS; AMENDING SECTION 16.03.00 – PROHIBITED SIGNS, PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SERVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ms. Patti Brown, a Destin resident, noted the City has an existing ordinance that prohibits placing signs on fences. However, she feels that aesthetically, it is much better for these signs to be on the fences than on the houses.

The Land Use Attorney explained they are creating an exception to that prohibition so that these signs can stay on fences rather than moving them to the houses. It is a limited exception for the signs to stay on white picket fences on Crystal Beach.

Ms. Marcie Bell, a Destin resident, noted there is a short-term rental unit located across the street from her house that has two signs for two different short-term rental companies. They had a property management company that was recently replaced by another company. The previous company has not come back to retrieve their sign and some of the people driving by, including the Sheriff's deputies, do not know which sign is appropriate.

Code Compliance Manager Joey Forgione stated they would investigate this matter.

Mr. Sam Perman, a Destin resident, expressed her appreciation to the City for taking on the issue of damages caused by telecommunication companies. She stated that after she came back from vacation, she received a water bill for \$738.58. She requested a printout of the itemized bill from DWU, and from that document determined that AT&T used her water while she was away on vacation. She sent them an email and requested a reimbursement.

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

Motion by Councilmember Braden, seconded by Councilmember Destin, to adopt Ordinance 19-20-LC on second reading passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted yes).

6. *CONSENT AGENDA

- A. Reimbursement to Councilmember Prebble Ramswell for expenses incurred while attending the Florida League of Cities Annual Conference in Orlando, Florida from August 14-18, 2019
- B. Reimbursement to Councilmember Skip Overdier for expenses incurred while attending the Florida League of Cities Annual Conference in Orlando, Florida from August 14-18, 2019
- C. Tourist Development Department Interlocal Agreement for Waterfront Access Maintenance and Capital Improvements
- D. Update: Municipal Software Project
- E. Approve Vendor to Replace Community Center Bleachers
- F. Resolution 19-15 – Establishing the Infrastructure Surtax Advisory Committee

Councilmember Braden requested that Consent Agenda Item 6D be pulled for further discussion.

Councilmember Marler moved to approve Consent Agenda items 6A, 6B, 6C, 6E and 6F, as printed above; seconded by Councilmember Overdier. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted yes).

Councilmember Braden requested an update on the City's relationship and processes with the County with regards to the municipal software project.

Deputy City Manager Webb Warren noted that the City has been working diligently with the County on this matter and they have made available their resources to work with the City. So far everything looks good in terms of compatibility and they expect to see some improved information sharing.

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

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

A. Councilmember Braden

Councilmember Braden requested an update on the FEMA funding for the Calhoun Park repairs.

Parks and Recreation Director Lisa Firth stated that the person representing the City has not provided any specifications on the seawall repair.

Councilmember Braden asked that Council be provided a copy of the Code Compliance Department's end of year report.

B. Councilmember Ramswell

Councilmember Ramswell asked staff to provide the Council a copy of the established protocol used in the event of severe weather conditions or other unforeseen emergency situations to make Council aware of the process. She asked if these guidelines and procedures are being reviewed annually.

According to the City Manager, each City department has their own responsibilities in terms of emergency management and Public Services Department takes the lead. He met with the City's senior leadership team in May this year and asked them to review and revise their processes if necessary.

C. Councilmember Menchel

Councilmember Menchel asked staff to inform the County there are 5 lights that are out at the Crab Trap parking lot.

Councilmember Menchel requested that a member of City staff reach out to Ms. Perman who spoke earlier about receiving a huge water bill while out on vacation, and possibly assisting her in her situation by providing her a good point of contact.

D. Councilmember Overdier

E. Councilmember Marler

F. Councilmember Destin

1) Appointment to the Local Planning Agency – Mr. Kevin Schmidt

Motion by Councilmember Destin, seconded by Councilmember Menchel, to appoint Mr. Kevin Schmidt for membership to the Local Planning Agency passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted yes).

The next item discussed was agenda item 4A

2) Governor Executive Order Discussion/Resolution

It was the consensus of the Council to instruct staff to bring back proposed language in Resolution form, to be adopted at a future meeting, that would express the Council's desire to the Emergency Management Department within the Governor's cabinet to tailor emergency orders that are issued to affected counties only.

G. Councilmember Morgan

H. Mayor Gary Jarvis

I. Land Use Attorney

J. City Attorney

The City Attorney requested and received a consensus of the Council to authorize him and the City's Special Counsel, Ken Oertel, to move forward with defending the US Army Corps of Engineers' permit in the ongoing East Pass litigation.

8. PUBLIC COMMENTS

Mr. Ken Wampler, a Destin resident and member of the Destin Chamber of Commerce Board provided the following report:

➤ Reported Code Violations - October 2018 to August 2019:

❖ Parking

- FY 2018 – 54
- FY 2019 – 421

❖ Trash

- FY 2018 – 33
- FY 2019 – 247

❖ Unregistered Short-Term Rentals

- FY 2018 – 52
- FY 2019 – 87

- ❖ Unregistered Long-Term Rentals
 - FY 2018 – No Report
 - FY 2019 – 34
- ❖ Noise
 - FY 2018 – 1
 - FY 2019 – 15
- ❖ Business operating without Business Tax Receipt
 - FY 2018 – No Report
 - FY 2019 – 45
- ❖ Signs
 - FY 2018 – No Report
 - FY 2019 – 86
- ❖ Miscellaneous Violations
 - FY 2018 – 251
 - FY 2019 – 291

Mr. Wampler noted that based on the above statistics, what the City had done from the ordinance and code enforcement standpoint have made a big impact.

Ms. Marcie Bell, a Destin resident, noted that the swale/retention area in front of the aquatic center belongs to the center. She suggests doing a public/private partnership with the City to help the aquatic center make it another parking area and put some permeable materials there rather than just parking on the sand.

Ms. Patti Brown, a Destin resident, reported finding rats in her house; and that according to the exterminator, this is a huge problem in Crystal Beach. Due to insufficient number of trash cans, trash is being packed up in bags and placed besides the trash cans. She stated that it is a significant problem not only at Crystal Beach but also on Holiday Isle; and that it is something the Short-Term Rental Task Force needs to address

Having no further business at this time, the meeting was adjourned at 8:25 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 16, 2019

TYPE OF AGENDA ITEM: Presentation

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Karen Jankowski, HR Manager

DATE: December 7, 2019

SUBJECT: Employee of the Year Award

I. BACKGROUND: Employee of the Year 2019 Award

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. EOY - Comments for Mayor - Council Mtg

Mayor Gary Jarvis
December 16, 2019 City Council Presentation

Employee of the Year Award

Each year an Employee of the Year is nominated and selected by co-workers to celebrate qualities that inspire us to achieve the City's mission:

“We are an organization that strives to provide a healthy, safe quality of life, balancing the needs of our residents with the expectations of our visitors, and providing open, clear, accurate communication.”

The 2019 Employee of the Year award has become a tradition and is in its 29th year.

It is a pleasure to honor Nnamdi Ohamuo of the Parks & Recreation department the as the 2019 Employee of the Year.

Nnamdi please come forward.

Nnamdi began working for the City, late January of 2017 with the Parks & Recreation department as a Parks Maintenance Technician.

He is responsible for performing routine maintenance of parks, facilities and walkovers. He

also performs minor carpentry and masonry projects and repair to include boat ramps and docks. Additionally, he prepares athletic fields for practices, game tournaments and special events just name a few.

Co-workers identified these core values with our 2019 Employee of the Year:

- Transparency
- Teamwork
- Integrity
- Professionalism
- Stewardship

It is in those dedicated tasks that have brought him to this point.

Nnamdi these are but a few things written about you:

- He is an outstanding employee and a very kind person,
- Understands all aspects of duties required at the Morgan Sports complex,

- Consistently hard working; caring, and helpful individual,
- Team player 100%; boosts morale
- Works harmoniously with the public; shows respect for equipment, job, and fellow co-workers.

Nnamdi Ohamuo on behalf of our Citizens, elected officials and staff please accept:

This cash certificate; and,
This etched plaque commemorating your
achievements, and

You will also have a reserved parking space at for the
next year.

Congratulations Nnamdi.

//APPLAUSE//

//Comments from the Employee of the Year//

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 16, 2019

TYPE OF AGENDA ITEM: Presentation

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Lisa Firth, Parks & Rec Director

DATE: December 10, 2019
December 9, 2019

SUBJECT: 2019 Destin Christmas Parade Winners

I. BACKGROUND: The City of Destin Annual Christmas Parade brings Christmas joy the 2nd Saturday in December @ 10:00 am. Mayor and City Council present the winners with a plaque at the first Council meeting following the parade.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives: Enhancing the quality of life for residents and visitors of Destin.

B. Effect on Budget (EOB):

7 plaques at \$43.00 each (Sponsorship for trophy@ \$100.00 Each covers cost of plaques).

C. Level of Service (LOS):

The Destin Christmas Parade attracts thousands of spectators and participants annually. The City continues in its effort to provide quality programs that enhance quality of life for residents, businesses and visitors.

III. CONCLUSION: Announce Parade Winners

IV. RECOMMENDED MOTION:

Attachments:

1. 2019 Winners TBA

2019 Winners of the 35th Annual Destin Christmas Parade “Santa’s Workshop”

Noel Award/Band Award: Sponsor Destin Rotary

_____ *TBA* _____

Elf Award/Children Service: Sponsor Jim Liufau State Farm

_____ *TBA* _____

Santa’s Helper Award/Children Commercial: Sponsor Al’s Seafood and Oyster Bar

_____ *TBA* _____

Civic Club/Civic Award: Sponsor Emerald Coast Knights of Columbus

_____ *TBA* _____

Chamber Award / Commercial – Sponsor Chamber of Commerce

_____ *TBA* _____

Angel Award/Religious Award: Sponsor Mike Cheney, Allstate

_____ *TBA* _____

Crowd Pleaser: Sponsor City Of Destin

_____ *TBA* _____



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 16, 2019

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kimberly Kopp, Land Use Attorney

DATE: December 10, 2019

SUBJECT: Presentation on Naming the Florida Panhandle a National Heritage Area and Request for Support from the City of Destin

I. BACKGROUND: A portion of the Florida Panhandle may receive a designation from the U.S. Congress as a National Heritage Area. This evening, the presenter is seeking support from the City of Destin in the endeavor to obtain this designation locally. Currently, there are 49 NHAs and the closest to the Florida Panhandle involves coastal Mississippi.

National Heritage Areas (NHAs) are places where "historic, cultural, and natural resources combine to form cohesive, nationally important landscapes," according to the National Parks Service. Significantly, an NHA can receive annual funding from the federal government, as well as technical assistance from the National Parks Service.

II. DISCUSSION:

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

III. CONCLUSION: The presenter is requesting a letter of support from the City of Destin. Please see the attachment for an example of such a letter of support.

IV. RECOMMENDED MOTION: I move to provide a letter of support as requested by the Presenter, and authorize the City Land Use Attorney and City Manager to prepare the letter of support for signature by the Mayor.

Attachments:

1. Draft Support Letter

Please, place your official logo here
or use your official letterhead.

Your name:
Position/title:
Organization name:
Address and contact details:

Date:

To: Sorna Khakzad, Ph.D.
Research Associate
Florida Public Archaeology Network & Askew Institute for Multidisciplinary Center
University of West Florida
207 E. main St. FPAN Office
Pensacola, FL 32504

Dear Dr. Khakzad,

[Full name of your organization] submits this letter in strong support of the proposed feasibility study and designation of a Florida Panhandle Maritime National Heritage Area (Or however you would like to word it).

[You could add about the cultural-natural values of the area. The importance of a designated area to promote economy, tourism, education, etc. The role that your organization plays in the area and your mission. Social and cultural values of the cultural and natural resources and heritage that you are dealing with and/or what you do.]

[Please, express how your organization would support the project and provide future services, if required. E.g. by providing education for the public; by promoting tourism; by highlighting the socio-cultural values of the area; by providing space to organize activities; by promoting natural resources preservation; etc.] It does not to be something new, just whatever you are already doing, you are offering to do it while you are collaborating with FPNHA.

Add any additional information you would see important.

We fully support Florida National heritage Area effort. We look forward to collaborating with you on this important designation (Or however you would like to word it).

Sincerely,

Your name, Position/title
Please sign.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 16, 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: 12/09/2019

SUBJECT: Repairs to Street Sweeper - Payment Authorization

I. BACKGROUND:

- This City's street sweeper is used to perform safety, preventative maintenance and aesthetics tasks to include keeping bicycle lanes clear of debris and keeping road debris from entering the City's storm-water system. The Street Sweeper sustained heavy damage during an accident which occurred this past May. The original estimate from Ingram Equipment Company to repair the street sweeper's body and vacuum components was \$14,882.92. After Ingram Equipment Company began work on the unit they discovered additional damage to the unit that had to be repaired to make the unit operational which resulted in additional repair charges of \$13,068.96.

II. DISCUSSION: Initially a quote was provided to the City for the vacuum system repairs totaling \$14,882.92. (Attachment: "Original Quote from Ingram Equipment") A Purchase Order was processed in this amount and was forwarded to the repair facility to authorize the repairs. (Attachment: "PO# 19063 Per Original Quote")

After repair work began on the vehicle's undercarriage, additional repairs required to make the unit operational again were identified. The costs for these additional repairs were \$13,068.96.

The final aggregated cost of \$27,951.88 includes \$13,323.38 for parts (Attachment: "Second Ingram Invoice-Parts") and 14,628.50 for labor (Attachment: "Second Ingram Invoice-Labor) exceeds the \$15,000 threshold and

therefore requires Council's approval.

A. Link to Strategic Goals / Objectives: Quality of Life, Protection of the Environment, Public Safety

B. Effect on Budget (EOB): Additional required repairs in the amount of \$13,068.96 above and beyond the original Purchase Order issued for this project (Attachment: PO# 19063 Per Original Quote") will be paid from the Public Works, Repairs & Maintenance account. (0154160.546000)

C. Level of Service (LOS): The City's Sweeper is now fully operational and is being used regularly since its return.

III. CONCLUSION: The Street Sweeper was damaged and required more parts and labor than was originally estimated by the repair facility. Repairs have been completed and the unit is back in operation. Approval to pay for the repairs completed by Ingram Equipment Company is being requested.

IV. RECOMMENDED MOTION: I move to authorize the City Manager to pay Ingram Equipment for for repairs completed on the City's street sweeper in the amount of \$27,951.88.

Attachments:

1. PO# 19063 per Original Quote
2. Original Quote from Ingram Equipment
3. Second Ingram Invoice - Parts
4. Second Ingram Invoice - Labor

**PURCHASE
ORDER #**

00019063-00 FY 2019
Page Number: 1

FINANCE DEPARTMENT
C/O CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
DESTIN, FL

32541



The City of Destin

4200 Indian Bayou Trail
Destin, FL 32541
(850) 837-4242 FAX (850) 837-3267

V
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O
R

INGRAM EQUIPMENT COMPANY, LLC
PO BOX 1907

PELHAM, AL 35124

S
H
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T
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PUBLIC SERVICES
C/O CITY OF DESTIN
4000 INDIAN BAYOU TRAIL
DESTIN, FL

32541

Requisition
00000096

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
08/26/13	000190			PUBLIC SERVICES	
LN	ORIGINAL	DESCRIPTION/PART NO.	QTY	COST EA.	EXT. PRICE
001		Sole Source Vendor			
		Repair Sweeper portion of Unit 14-01	1.00	14882.92000	14,882.92
		Sole Source	EACH		
		0154160-546000			14,882.92
				PO Total	14,882.92
		***** General Ledger Summary Section *****			
		Account		Amount	
		0154160-546000		14,882.92	
		ALL INVOICES SHALL BE ADDRESSED TO:			
		ATTENTION: FINANCE			
		ACCOUNTS PAYABLE			
		CITY OF DESTIN			
		4200 INDIAN BAYOU TRAIL			
		DESTIN, FL 32541			

PAYMENT will be made from ORIGINAL invoice ONLY.
Invoice in duplicate.
PURCHASE ORDER NUMBER must appear on all
invoices, shipping papers & packages.
Please prepay all shipping charges.
Collect shipments will be refused.
Tax Exempt # 85-8012735959C-6

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT

APPROVED BY PURCHASING AGENT

FINANCE DIRECTOR

Sales Order

Page: 1

Ingram Equipment Company, LLC
P.O. Box 1907
Pelham, AL 35124
(205) 663-3946

LIP

Order Number: MS3785

Order Date: 8/1/2019

Salesperson: TP

Customer Number: DESCIFL

Sold To:

CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
Destin, FL 32541

Confirm To:

JOHN PODJED

Ship To:

CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
Destin, FL 32541

Customer P.O.	Ship VIA	F.O.B.	Terms			
			DUE UPON RECEIPT OF INVOICE			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
T-10305	EACH	12.000	0.000	0.000	0.50	6.00
WASHER 5/16" FLAT Z/P (U			Whse: PEL			
T-11340	EACH	4.000	0.000	0.000	17.00	68.00
HOSE CLAMP HEAVY DUTY 12.75"			Whse: PEL			
T-10412	EACH	1.000	0.000	0.000	19.00	19.00
PIN & CLEVIS			Whse: PEL			
T-504348	EACH	2.000	0.000	0.000	48.00	96.00
PICKUPHEAD ALIGHN BOLT 210/435			Whse: PEL			
T-11325	EACH	1.000	0.000	0.000	5.00	5.00
CLAMP/SHIM-LEAF BLEEDER/MAGNET			Whse: PEL			
T-10107	EACH	2.000	0.000	0.000	1.00	2.00
SCREW 10-24X1/2 PH PN HD ROL Z			Whse: PEL			
T-5020552	EACH	1.000	0.000	0.000	126.00	126.00
LEAF CABLE 201" W/ BOOT			Whse: PEL			
T-506759	EACH	1.000	0.000	0.000	6,807.00	6,807.00
P/UP HEAD 435 -SUB ASSY			Whse: PEL			
T-20112	EACH	2.000	0.000	0.000	0.50	1.00
BOLT			Whse: PEL			
T-10229	EACH	2.000	0.000	0.000	0.50	1.00
NUT 5/16-18 HEX TOP LOCK Z/P			Whse: PEL			
/PART						1,250.00
MISC. PART						
Abrasion Protection Package						

Continued

Sales Order

Page: 2

Ingram Equipment Company, LLC
P.O. Box 1907
Pelham, AL 35124
(205) 663-3946

LIP

Order Number: MS3785

Order Date: 8/1/2019

Salesperson: TP

Customer Number: DESCIFL

Sold To:

CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
Destin, FL 32541

Confirm To:

JOHN PODJED

Ship To:

CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
Destin, FL 32541

Customer P.O.	Ship VIA	F.O.B.	Terms			
			DUE UPON RECEIPT OF INVOICE			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
/PART						
MISC. PART						129.10
Yoke Drag-link Kit						
/PART						
MISC. PART						189.77
Center Debris Curtain.						
T-5012666	EACH	2.000	0.000	0.000	13.00	26.00
CHAIN 16 LINKS 1/4" (12023			Whse: PEL			
T-12154	EACH	2.000	0.000	0.000	18.00	36.00
ROUND PIN ANCHOR SHACKLE 5/16"			Whse: PEL			
T-12155	EACH	2.000	0.000	0.000	1.00	2.00
WW3 HITCH PIN Z/P			Whse: PEL			
/PART						
MISC. PART						39.88
U-Bolt Kit.						
/PART						
MISC. PART						149.00
Chain Bbracket Kit.						
T-10233	EACH	2.000	0.000	0.000	2.00	4.00
NUT 3/4-10 HEX UNI LOK GRB Z/P			Whse: PEL			
T-10301	EACH	4.000	0.000	0.000	0.50	2.00
WASHER 3/4" FLAT Z/P (U			Whse: PEL			

Continued

Sales Order

Page: 3

Ingram Equipment Company, LLC
P.O. Box 1907
Pelham, AL 35124
(205) 663-3946

LIP

Order Number: MS3785

Order Date: 8/1/2019

Salesperson: TP

Customer Number: DESCIFL

Sold To:

CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
Destin, FL 32541

Confirm To:

JOHN PODJED

Ship To:

CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
Destin, FL 32541

Customer P.O.	Ship VIA	F.O.B.	Terms			
			DUE UPON RECEIPT OF INVOICE			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
/PART						
MISC. PART						69.77
Hardware Kit.						
/SVC-TRV-MBL	EACH	4.000	0.000	0.000	50.00	200.00
Service Labor - Travel - Theod						
Estimated travel time related to processing this repair.						
/SVC-LBR-MBL	EACH	40.400	0.000	0.000	112.00	4,524.80
Service Job Labor - Mobile						
/SHOP	EACH	1.000	0.000	0.000	579.60	579.60
Shop Supplies & Fees - PELHAM						
/M						
Freight - Service						550.00
ESTIMATED QUOTE TO REPAIR TYMCO SWEEPER UNIT#14-01 - Vin#7901404.						

Due to a continued increase in processing costs, a 2% convenience fee will be added to all credit card transactions. If you have any questions please call (205) 663-3946.

Net Order:	14,882.92
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	14,882.92

Invoice

Ingram Equipment Company, LLC
P.O. Box 1907
Pelham, AL 35124
(205) 663-3946

Invoice Number: MS3785-IN

Invoice Date: 10/10/2019

Order Number: MS3785

Order Date: 8/1/2019

Salesperson: TP

Customer Number: DESCIFL

Sold To:

CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
Destin, FL 32541

Confirm To:

JOHN PODJED

Ship To:

CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
Destin, FL 32541

Customer P.O.	Ship VIA	F.O.B.	Terms			
00019063-00			DUE UPON RECEIPT OF INVOICE			
Item Code	Unit	Ordered	Shipped	Back Ordered	Price	Amount
T-10305	EACH	14.000	14.000	0.000	0.50	7.00
WASHER 5/16"*****FLAT Z/P (U			Whse: MBL			
T-11340	EACH	4.000	4.000	0.000	17.00	68.00
HOSE CLAMP HEAVY DUTY 12.75"***			Whse: MBL			
T-10412	EACH	1.000	1.000	0.000	19.00	19.00
PIN & CLEVIS			Whse: MBL			
T-504348	EACH	2.000	2.000	0.000	48.00	96.00
PICKUPHEAD ALIGHN BOLT 210/435			Whse: MBL			
T-507812	EACH	1.000	1.000	0.000	411.00	411.00
SUCTION ADPT W/SEAL			Whse: MBL			
T-11325	EACH	1.000	1.000	0.000	5.00	5.00
CLAMP/SHIM-LEAF BLEEDER/MAGNET			Whse: MBL			
T-10107	EACH	2.000	2.000	0.000	1.00	2.00
SCREW 10-24X1/2 PH PN HD ROL Z			Whse: MBL			
T-5020552	EACH	1.000	1.000	0.000	126.00	126.00
LEAF CABLE 201" W/ BOOT			Whse: MBL			
T-506759	EACH	1.000	1.000	0.000	6,807.00	6,807.00
P/UP HEAD 435 -SUB ASSY			Whse: MBL			
T-20112	EACH	2.000	2.000	0.000	0.50	1.00
BOLT			Whse: MBL			
T-10229	EACH	2.000	2.000	0.000	0.50	1.00
NUT 5/16-18 HEX TOP LOCK Z/P			Whse: MBL			
T-5012666	EACH	2.000	2.000	0.000	13.00	26.00
CHAIN 16 LINKS 1/4"***** (12023			Whse: MBL			
T-12154	EACH	2.000	2.000	0.000	18.00	36.00
ROUND PIN ANCHOR SHACKLE 5/16"			Whse: MBL			
T-12155	EACH	2.000	2.000	0.000	1.00	2.00
WW3 HITCH PIN Z/P			Whse: MBL			
T-10233	EACH	2.000	2.000	0.000	2.00	4.00
NUT 3/4-10 HEX UNI LOK GRB Z/P			Whse: MBL			

Continued

Invoice

Ingram Equipment Company, LLC
P.O. Box 1907
Pelham, AL 35124
(205) 663-3946

Invoice Number: MS3785-IN

Invoice Date: 10/10/2019

Order Number: MS3785

Order Date: 8/1/2019

Salesperson: TP

Customer Number: DESCIFL

Sold To:

CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
Destin, FL 32541

Confirm To:

JOHN PODJED

Ship To:

CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
Destin, FL 32541

Customer P.O.	Ship VIA	F.O.B.	Terms			
00019063-00			DUE UPON RECEIPT OF INVOICE			
Item Code	Unit	Ordered	Shipped	Back Ordered	Price	Amount
T-30128	EACH	1.000	1.000	0.000	2.00	2.00
3/8-16 X3/4 HWH TYP.1ZP			Whse: MBL			
T-505350	EACH	1.000	1.000	0.000	3,302.00	3,302.00
435 ABRASION PROT. PACKAGE			Whse: MBL			
T-506835	EACH	2.000	2.000	0.000	152.00	304.00
SLIP YOKE WELD			Whse: MBL			
T-5018539	EACH	2.000	2.000	0.000	71.00	142.00
U-BOLT W/HIGH HEX NUTS			Whse: MBL			
T-5018242	EACH	2.000	2.000	0.000	38.00	76.00
REV CHAIN REAR BKT-210/435			Whse: MBL			
T-10301	EACH	4.000	4.000	0.000	0.50	2.00
WASHER 3/4" FLAT Z/P (U			Whse: MBL			
T-30172	EACH	2.000	2.000	0.000	2.00	4.00
BOLT 3/4 -10 X 3 3/4 HHCS G8			Whse: MBL			
T-507579	EACH	1.000	1.000	0.000	313.00	313.00
CENTER DIRT DEFLCTR. 150" WB			Whse: MBL			
T-5017634	EACH	1.000	1.000	0.000	84.00	84.00
MTG. BRKT-SUCT TUBE ADBT			Whse: MBL			
T-503313	EACH	1.000	1.000	0.000	381.00	381.00
BAH CYLINDER			Whse: MBL			
T-5021584	EACH	2.000	2.000	0.000	13.00	26.00
CURTAIN LIFTER CYLINDER MOUNT			Whse: MBL			
T-20782	EACH	2.000	2.000	0.000	11.00	22.00
FTGS 1/4" JIC X 1/4"			Whse: MBL			
T-506605	EACH	2.000	2.000	0.000	68.00	136.00
HOSE ASSY 1/4" 75" HYD.10908			Whse: MBL			
T-40125	EACH	2.000	2.000	0.000	0.50	1.00
BOLT, 1/2"-13 X 3/4" GR 5			Whse: MBL			
T-10311	EACH	2.000	2.000	0.000	0.50	1.00
WASHER 1/2" FLAT Z/P (US			Whse: MBL			

Continued

Invoice

Ingram Equipment Company, LLC
P.O. Box 1907
Pelham, AL 35124
(205) 663-3946

Invoice Number: MS3785-IN

Invoice Date: 10/10/2019

Order Number: MS3785

Order Date: 8/1/2019

Salesperson: TP

Customer Number: DESCIFL

Sold To:

CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
Destin, FL 32541

Confirm To:

JOHN PODJED

Ship To:

CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
Destin, FL 32541

Customer P.O.	Ship VIA	F.O.B.	Terms			
00019063-00			DUE UPON RECEIPT OF INVOICE			
Item Code	Unit	Ordered	Shipped	Back Ordered	Price	Amount
T-10307	EACH	2.000	2.000	0.000	0.50	1.00
WASHER 3/8" FLAT Z/P (US			Whse: MBL			
T-10314	EACH	2.000	2.000	0.000	0.50	1.00
WASHER			Whse: MBL			
T-10308	EACH	1.000	1.000	0.000	0.50	0.50
WASHER 3/8" LOCK Z/P			Whse: MBL			
T-30128	EACH	1.000	1.000	0.000	2.00	2.00
3/8-16 X3/4 HWH TYP.1ZP			Whse: MBL			
T-10129	EACH	2.000	2.000	0.000	0.50	1.00
BOLT 3/8- 16 x 1-1/4			Whse: MBL			
T-10225	EACH	2.000	2.000	0.000	0.50	1.00
NUT 3/8" - 16 HEX TOP LOC			Whse: MBL			
T-10229	EACH	1.000	1.000	0.000	0.50	0.50
NUT 5/16-18 HEX TOP LOCK Z/P			Whse: MBL			
T-20742	EACH	2.000	2.000	0.000	4.00	8.00
FTGS-1/4" JIC X 3/8" O-RING			Whse: MBL			
T-20112	EACH	1.000	1.000	0.000	0.50	0.50
BOLT			Whse: MBL			
T-10434	EACH	1.000	1.000	0.000	0.50	0.50
COTTER PIN			Whse: MBL			
T-11021	EACH	2.000	2.000	0.000	15.00	30.00
FLANGE BUSHING			Whse: MBL			
T-5020577	EACH	1.000	1.000	0.000	23.00	23.00
CLAMP-ROLLER FRONT CURTAIN DST			Whse: MBL			
T-507840	EACH	1.000	1.000	0.000	197.00	197.00
CURTAIN LIFT WELD-435/210			Whse: MBL			
T-508048	EACH	1.000	1.000	0.000	394.00	394.00
CURTAIN LIFT WELD.-210/435			Whse: MBL			
T-5019632	EACH	1.000	1.000	0.000	26.00	26.00
ROLLER CURTAIN PUH FRONT LIFT			Whse: MBL			

Continued

Invoice

Ingram Equipment Company, LLC
P.O. Box 1907
Pelham, AL 35124
(205) 663-3946

Invoice Number: MS3785-IN

Invoice Date: 10/10/2019

Order Number: MS3785

Order Date: 8/1/2019

Salesperson: TP

Customer Number: DESCIFL

Sold To:

CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
Destin, FL 32541

Confirm To:

JOHN PODJED

Ship To:

CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
Destin, FL 32541

Customer P.O.	Ship VIA	F.O.B.	Terms			
00019063-00			DUE UPON RECEIPT OF INVOICE			
Item Code	Unit	Ordered	Shipped	Back Ordered	Price	Amount
T-508404	EACH	1.000	1.000	0.000	189.00	189.00
CURTAIN LIFTER ROLLER			Whse: MBL			
T-5020617	EACH	1.000	1.000	0.000	33.00	33.00
BASE MNT. LPD CABLE			Whse: MBL			
/PART						8.38
MISC. PART						
Anchor Shackle Kit						
FINAL INVOICE TO REPAIR TYMCO SWEEPER UNIT#14-01 - Vin#7901404.						

Due to a continued increase in processing costs, a 2% convenience fee will be added to all credit card transactions. If you have any questions please call (205) 663-3946.

Net Invoice:	13,323.38
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	13,323.38

Sales Order

MJB

Ingram Equipment Company, LLC
P.O. Box 1907
Pelham, AL 35124
(205) 663-3946

Order Number: MS3809

Order Date: 10/2/2019

Salesperson: TP

Customer Number: DESCIFL

Sold To:

CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
Destin, FL 32541

Confirm To:

JOHN PODJED

Ship To:

CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
Destin, FL 32541

Customer P.O.	Ship VIA	F.O.B.	Terms			
			DUE UPON RECEIPT OF INVOICE			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
/SVC-TRV-MBL	EACH	7.250	0.000	0.000	50.00	362.50
Service Labor - Travel - Theod						
Reduced labor rate for travel time related to processing this repair. Normal shop rate is \$112.00/hour.						
/SVC-LBR-MBL	EACH	106.000	0.000	0.000	112.00	11,872.00
Service Job Labor - Mobile						
/SHOPTHEODORE	EACH	1.000	0.000	0.000	1,223.60	1,223.60
Shop Supplies & Fees-Theodore						
/PF						1,170.40
Shipping & handling						
FINAL INVOICE TO REPAIR TYMCO SWEEPER UNIT#14-01 - Vin#7901404.						

Due to a continued increase in processing costs, a 2% convenience fee will be added to all credit card transactions. If you have any questions please call (205) 663-3946.

Net Order:	14,628.50
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	14,628.50

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 16, 2019

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kyle Bauman, City Attorney
Joey Forgione, Code Compliance Manager

DATE: 12/11/19

SUBJECT: Request for Direction from City Council Regarding Proposed Changes to Livery Vessel and Marine Construction Requirements

I. BACKGROUND: The Community Development and Code Compliance Departments collaborated to review the City's current processes related to Marine Construction Permit (MCP) review, the Harbor Board, and Livery Applications to address deficiencies and identify areas of improvements.

Staff presented its findings of the Livery Vessel Review to Harbor CRAAC Board Members on May 8, 2019, and also November 13, 2019.

Staff also presented its findings of the current Marine Construction Permit and Harbor Board Application to the Harbor and Waterways Board on November 25, 2019.

II. DISCUSSION: In both cases, Staff outlined the ordinance, application, and process related deficiencies and recommended improvements. At the conclusion of their deliberations the Harbor and Waterways Board and Harbor CRAAC made the following recommendations:

Harbor and Waterways Board Recommendations

1. Issue: Currently, the submittal requirements for MCP and Harbor Board Application do not include enough detail (Article 11.02.02 (J)).

Recommendation: Amend Article 11.01.02.J, Land Development Code to require additional submittal requirements:

i. Boundary survey or plat

- ii. Location of the mean high-water line
- iii. Linear feet of water frontage
- iv. Linear feet and total square footage of the proposed dock
- v. Riparian setback (i.e., 25' from adjacent property lines)
- vi. Identify environmentally sensitive areas, if applicable (i.e., sea grasses)
- vii. Distance of opposing shoreline, if applicable (i.e., Destin Harbor, Joe's Bayou, Indian Bayou)

2. Issue: Currently, there are NO requirements governing upland cuts in 11.05.02, Land Development Code. This could negatively impact adjacent property rights (i.e., riparian rights, encroachment, etc.)

Recommendation: Amend Article 11.05.02, Land Development Code to include language governing new upland cuts, to include:

- i. Boundary survey and scaled drawings
- ii. A minimum side setback of 7.5'
- iii. Require Harbor Board and City Council approval

3. Issue: Currently, the Harbor Board reviews all new docks, boathouses, and boatlifts. However, new single-family dock permits that meet City Land Development Code requirements take a minimum of 3 months for approval.

Recommendation: Amend Article 11.05.01.B, Land Development Code to establish a threshold for permit applications that are reviewed by the Harbor Board, to include:

- i. All new commercial docks, marinas, upland cuts, and proposed single-family marine construction projects of 1000 sq. Ft. or more.

4. Add current and new submittal requirements to the required application/permit:

- ii. Harbor Board Application
- iii. Marine Construction Permit

Harbor CRAAC Board Recommendations

1. Issue: There is no submittal requirement which provides Staff with an inventory of all current and existing uses on a property

Recommendation: Amend Section 13-144, Code of Ordinances to require a list of current and existing uses on property:

- i. List ALL current, and existing uses on property (i.e., size and quantity)
- ii. Notarized acknowledgement from the property owner

2. 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.

Recommendation: Amend Article 3, LDC and Section 13-141, Code of Ordinances to include a general definition for passenger vessel to include:

- i. Passenger vessel – a marine vessel whose primary function is to carry passengers, can be further defined as:
 - a) Charter - a marine vessel that is for hire; operated by a licensed Captain
 - b) Livery – a marine vessel that is rented by the hour or daily basis (i.e., pontoon or personal watercraft).
 - c) Commercial – a marine vessel that is not for hire; catches fish and other seafood for commercial profit.
 - d) Recreational – a marine vessel that is for hire, used for recreational activities (i.e., parasailing, site seeing, or pleasure cruise).
 - e) Private – a marine vessel not engaged in business (business includes, but is not limited to, transportation of passengers for hire or commercial fishing).

3. Issue: There is not enough specificity requiring permanent ADA accessible/compliant restrooms per Florida Building Code.

Recommendation: Amend Section 13-145(4), Code of Ordinances to require ADA accessibility/compliance with the Florida Building Code for permanent facilities.

4. Issue: 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.

Recommendation: Amend Section 13-144(9), Code of Ordinances to include a list of requirements for parking plans:

- i. Aisle and stall dimensions
- ii. Location and total number of dedicated parking spaces being used
- iii. Identified use and business (i.e., customer parking, employee, etc.)

5. Issue: Parking standard requirements are not the same for ALL passenger carrying vessels (i.e., charter boats, livery, and personal watercraft)

Recommendation: Amend Article 8.06.04, LDC to require the U.S. Coast Guard passenger rated capacity for all newly defined passenger vessels:

- i. 1 space up to 4 passengers
- ii. 1 space per 1 employee

6. Issue: There currently is no standard format for parking agreements, and

therefore the agreements submitted with livery vessel applications are not consistent and vary from property to property.

Recommendation: Requirements for Parking Agreements

i. Staff will create standardized form to include:

- a) Copies of all existing parking agreements
- b) Total number and location of parking spaces on property
- c) Lease agreement/term
- d) Notarized, recorded acknowledgment from the property owner

7. Issue: As part of a shared parking agreement, different businesses utilize (share) 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.

Recommendation: Require Livery Businesses to provide parking passes for personnel and patrons, and is submitted as part of the Livery Application Package

8. Issue: The application currently includes an “Affidavit of No Changes” that is not a notarized document. This affidavit only confirms that a portion of the required criteria was not changed, not that the entire application and associated properties are in the same condition as when it was approved the previous year.

Recommendation: Eliminate the “Affidavit of No Changes” from the application process.

9. 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.

Recommendation: Modify the internal review process so that Business Tax Receipts (BTR) will be reviewed simultaneously with submitted livery application.

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

III. CONCLUSION: Staff is seeking direction from the City Council on whether to proceed in drafting the appropriate ordinances to address the identified deficiencies.

IV. RECOMMENDED MOTION: I move to have City Council direct Staff to proceed with drafting the appropriate ordinances related to Marine Construction Permit review, the Harbor Board Application, and Livery Registration for Council review.

Attachments:

1. City Council - Harbor Board and
Livery Presentation 121619



Community Development

**Harbor and Waterways and Harbor CRAAC
Recommendations to City Council**

Background

The Community Development and Code Compliance Divisions collaborated to review the City's current processes related to Marine Construction Permit (MCP) review, the Harbor Board, and Livery Applications to address deficiencies and identify areas of improvements.

Staff presented an overview of the findings to both the Harbor and Waterways and Harbor CRAAC Board.

As a result, Staff presents to City Council the Harbor and Waterways and Harbor CRAAC Board recommendations.



Harbor and Waterways Board Recommendations

Article 11.05.00, Marina Siting LDC



Submittal Requirements for MCP and Harbor Board Application

Article 11.05.00 – Marina Siting, LDC

Issue – Currently, the submittal requirements for Marine Construction Permits (MCP) and Harbor Board Application do not include enough detail.

Harbor and Waterways Board Recommendation:

Amend Article 11.05.02(J), removing language “if requested” and to include additional site plan requirements for MCP submittals. The Harbor Board and MCP applications should be revised to list all site plan requirements.

Impact: Additional site plan requirements for MCP will ensure that all necessary information is provided to Staff for review. In addition, adding the site plan requirements to both the Harbor Board and MCP application will provide transparency for the applicant

Harbor Board Review

Article 11.05.00 – Marina Siting, LDC

Issue – Currently, there is NO policy language governing upland cuts in 11.05.02, Land Development Code. This could negatively impact adjacent property rights (i.e., riparian rights, encroachment, etc.)

Harbor and Waterways Board Recommendation:

Amend Article 11.05.02 of the LDC to include policy language for submittal requirements and review of upland cuts.

Impact: Provides Staff with policy language for review of proposed new upland cuts

Harbor Board Review

Article 11.05.00 – Marina Siting, LDC

Issue – currently, the Harbor Board reviews all new docks, boathouses, and boatlifts. However, new single-family dock permits that meet City Land Development Code requirements take a minimum of 3 months for approval.

Harbor and Waterways Board Recommendation:

Amend Article 11.05.01 (B), to establish a threshold for permit applications that are reviewed by the Harbor Board, in which only single-family docks exceeding 1000 square feet and/or are within environmentally sensitive areas will require Harbor Board approval.

Impact: The recommendation will expedite single-family dock permits that are under 1000 sq. ft. and meet the City's LDC requirements.

Harbor CRAAC Recommendations

Section 13 – 141, 144, 144(9), 145 (4), Code of Ordinances

Article 3.00.01 – Definitions

Article 8.06.04 – Parking Design Standards



Livery Review

Ordinance Issues and Solutions

Issue: There is no submittal requirement which provides Staff with an inventory of all current and existing uses on a property.

Harbor CRAAC Recommendation:

Amend Section 13-144, to require a list of ALL current and existing uses on property to be submitted with application, to include:

1. List of **ALL** seasonal, current, and existing uses on property (i.e., size and quantity)
2. Requires notarized form of acknowledgement from property owner

Impact: This will help City Staff gain a comprehensive understanding of the current and existing uses on property to include, verifying parking space requirements for all uses, not only livery vessels.

Livery Review

Ordinance Issues and Solutions

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.

Harbor CRAAC Recommendation:

Amend Article 3, LDC and Section 13-141, Code of Ordinances to include a general umbrella definition for passenger vessels, that includes; charter, livery, commercial, recreational, and private marine passenger vessels.

Impact: By defining charter, livery, commercial, recreational, and private marine passenger vessels under an all-encompassing definition, zoning compliance can be reviewed more efficiently, and a universal parking standard may be applied during the review process.

Livery Review

Ordinance Issues and Solutions

Issue: There is not enough specificity regarding the requirement for permanent bathrooms for use by livery vessel patrons.

Harbor CRAAC Recommendation:

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.

Impact: Restroom facilities used by livery businesses will be required to meet State ADA accessibility requirements.

Livery Review –

Ordinance Issues and Solutions

Issue: 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.

Harbor CRAAC Recommendation:

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:

1. Aisle and parking stall dimensions
2. Total number of spaces provided on property
3. Identify spaces used by ALL subject business on parking plan (i.e., restaurant, livery)
4. Use (i.e., customer or employee parking)

Impact: The additional requirements for submitted parking plans will allow City Staff to verify parking and uses, in addition to creating uniformity for efficient review.

Livery Review

Ordinance Issues and Solutions

Issue: Parking standard requirements are not the same for ALL passenger carrying vessels (i.e., charter boats, livery, and personal watercraft)

Harbor CRAAC Recommendations:

Amend Article 8.06.04, LDC

1. Require all passenger vessels (newly defined) have the same parking standard to match the U.S. Coast Guard rated passenger capacity for marine vessels
 - a) 1 space up to 4 passengers.
2. Require Staff parking for livery vessels
 - a) 1 space per employee

Impact: Creates one universal standard for reviewing and confirming parking requirements for passenger vessels, regardless of the specific type.

Livery Review

Submittal Issues and Solutions

Issue: Parking Agreements that are submitted for other properties are not in a standard form, therefore the content included, the use, and time periods vary from property to property. Additionally, staff has no way to determine if properties have more than one parking agreement per site.

Harbor CRAAC Recommendation:

City Staff to create a standard form for parking agreements submitted by the property owner to include:

1. Copies of all parking agreements on property
2. Total number and location of parking spaces being used
3. Lease term
4. Notarized and recorded form of acknowledgement

Impact: A standardized parking agreement will allow City Staff to review the use of those parking spaces, and for how long. In addition to, enforcing parking related non-compliance.

Livery Review

Submittal Issues and Solutions

Issue: As part of a shared parking agreement, different businesses may 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.

Harbor CRAAC Recommendation:

Livery businesses will be required to distribute parking passes to patrons. As part of the livery application package, the applicant will provide a copy of the parking pass they intend to use for the season to the Code Compliance Division.

Impact: Requiring livery businesses to provide parking passes to patrons will allow the Code Compliance Division to verify parking agreements on-site.

Livery Review

Submittal Issues and Solutions

Issue: The application currently includes an “Affidavit of No Changes” that is not a notarized document. These applications go through a less stringent review.

Harbor CRAAC Recommendation:

Amend the Livery Application form, removing the “Affidavit of No Changes”. 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.

Impact: Requiring applicants to submit a detailed parking plan, ALL parking agreements for the subject property, in addition to a notarized form of acknowledgement annually will help City Staff review and verify seasonal, current, and existing uses and compliance with LDC requirements.

Livery Review

Process Issues and Solutions

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.

Harbor CRAAC Recommendation: Change the review process so that a livery vessel application is reviewed in the following order:

1. Code Compliance – receives application package, completeness review
2. Planning – parking and BTR review
3. Code Compliance - parking verification inspection
4. Building – confirms proper facilities, issues BTR
5. Code Compliance – permit issuance and final inspection (decal placement)

Impact: A livery application review will be more efficient. The application will be reviewed for parking requirements prior to the issuance of the BTR.

Livery Review

Future Needs

Issue: There is no current inventory of all existing livery vessel rental operators within the City of Destin.

Harbor CRAAC Recommendation:

Annual inventory to be conducted by the Code Compliance Division

An inventory was conducted from May – October 2019:

1. Physical inspections of rental locations found:
 - a) 19 Businesses
 - b) 276 – Pontoons
 - c) 228- Jet skis
 - d) 140- violations discovered, all brought into compliance
2. Verification through the Harbor Capacity Study
 - a) Pending Federal funding



Questions and Discussion

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 16, 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: 12/05/2019

SUBJECT: Engineering Update - Crosstown Connector

I. BACKGROUND: Council has requested an update on the Crosstown Connector's design status.

Rough Order of Magnitude (ROM) estimates engineering for this project from Beach Drive to Benning Drive to exceed \$200,000. Florida statute (See Attachment: CCNA Florida State Statute) requires project over \$200,000 to have their own Request for Qualifications process undertaken by municipalities.

II. DISCUSSION: Kyle Bauman will provide Council with a summary of the 1973 CCNA requirements and its 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. Initial estimates for design exceed \$200,000.

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

III. CONCLUSION: Based on the opinion of the City Attorney, staff will prepare

and advertise a Request for Qualifications to design the roadway and other associated activities required to complete this project.

IV. RECOMMENDED MOTION: I move to authorize the City Manager to publish a Request for Qualifications for Design Services to designing a two-lane facility between Beach Drive and Benning Drive and to bring back a recommended firm from the respondents for Council to consider.

Attachments:

1. CCNA Florida State Statutes

Select Year: 2019 ▼ Go

The 2019 Florida Statutes

[Title XIX](#)

PUBLIC BUSINESS

[Chapter 287](#)

PROCUREMENT OF PERSONAL PROPERTY AND SERVICES

[View Entire Chapter](#)

287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.—

- (1) **SHORT TITLE.**—This section shall be known as the “Consultants’ Competitive Negotiation Act.”
- (2) **DEFINITIONS.**—For purposes of this section:
 - (a) “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
 - (b) “Agency” means the state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term “agency” does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under s. [380.06](#) or ss. [163.3220-163.3243](#).
 - (c) “Firm” means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.
 - (d) “Compensation” means the amount paid by the agency for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.
 - (e) “Agency official” means any elected or appointed officeholder, employee, consultant, person in the category of other personal service or any other person receiving compensation from the state, a state agency, municipality, or political subdivision, a school district or a school board.
 - (f) “Project” means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:
 1. A grouping of minor construction, rehabilitation, or renovation activities.
 2. A grouping of substantially similar construction, rehabilitation, or renovation activities.
 - (g) A “continuing contract” is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.
 - (h) A “design-build firm” means a partnership, corporation, or other legal entity that:
 1. Is certified under s. [489.119](#) to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 2. Is certified under s. [471.023](#) to practice or to offer to practice engineering; certified under s. [481.219](#) to practice or to offer to practice architecture; or certified under s. [481.319](#) to practice or to offer to practice landscape architecture.
 - (i) A “design-build contract” means a single contract with a design-build firm for the design and construction of a public construction project.
 - (j) A “design criteria package” means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency’s request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.
 - (k) A “design criteria professional” means a firm who holds a current certificate of registration under chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.
 - (l) “Negotiate” or any form of that word means to conduct legitimate, arms length discussions and conferences to reach an agreement on a term or price. For purposes of this section, the term does not include presentation of flat-fee schedules with no alternatives or discussion.
- (3) **PUBLIC ANNOUNCEMENT AND QUALIFICATION PROCEDURES.—**
 - (a)1. Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. [287.017](#) for CATEGORY FIVE or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. [287.017](#) for CATEGORY TWO, except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.
 2. Each agency shall provide a good faith estimate in determining whether the proposed activity meets the threshold amounts referred to in this paragraph.
 - (b) Each agency shall encourage firms engaged in the lawful practice of their professions that desire to provide professional services to the agency to submit annually statements of qualifications and performance data.
 - (c) Any firm or individual desiring to provide professional services to the agency must first be certified by the agency as qualified pursuant to law and the regulations of the agency. The agency must find that the firm or individual to be employed is fully qualified to render the required service. Among the

factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

(d) Each agency shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the agency to be applicable to its particular requirements. When securing professional services, an agency must endeavor to meet the minority business enterprise procurement goals under s. [287.09451](#).

(e) The public must not be excluded from the proceedings under this section.

(4) COMPETITIVE SELECTION.—

(a) For each proposed project, the agency shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

(b) The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5).

(c) This subsection does not apply to a professional service contract for a project the basic construction cost of which is estimated by the agency to be not in excess of the threshold amount provided in s. [287.017](#) for CATEGORY FIVE or for a planning or study activity when the fee for professional services is not in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO. However, if, in using another procurement process, the majority of the compensation proposed by firms is in excess of the appropriate threshold amount, the agency shall reject all proposals and reinstate the procurement pursuant to this subsection.

(d) Nothing in this act shall be construed to prohibit a continuing contract between a firm and an agency.

(5) COMPETITIVE NEGOTIATION.—

(a) The agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. [287.017](#) for CATEGORY FOUR, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

(b) Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.

(c) Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

(6) PROHIBITION AGAINST CONTINGENT FEES.—

(a) Each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(b) Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in s. [775.082](#) or s. [775.083](#).

(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. [775.082](#) or s. [775.083](#).

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. [775.082](#) or s. [775.083](#).

(7) AUTHORITY OF DEPARTMENT OF MANAGEMENT SERVICES.—Notwithstanding any other provision of this section, the Department of Management Services shall be the agency of state government which is solely and exclusively authorized and empowered to administer and perform the functions described in subsections (3), (4), and (5) respecting all projects for which the funds necessary to complete same are appropriated to the Department of Management Services, irrespective of whether such projects are intended for the use and benefit of the Department of Management Services or any other agency of government. However, nothing herein shall be construed to be in derogation of any authority conferred on the Department of Management Services by other express provisions of law. Additionally, any agency of government may, with the approval of the Department of Management Services,

delegate to the Department of Management Services authority to administer and perform the functions described in subsections (3), (4), and (5). Under the terms of the delegation, the agency may reserve its right to accept or reject a proposed contract.

(8) **STATE ASSISTANCE TO LOCAL AGENCIES.**—On any professional service contract for which the fee is over \$25,000, the Department of Transportation or the Department of Management Services shall provide, upon request by a municipality, political subdivision, school board, or school district, and upon reimbursement of the costs involved, assistance in selecting consultants and in negotiating consultant contracts.

(9) **APPLICABILITY TO DESIGN-BUILD CONTRACTS.**—

(a) Except as provided in this subsection, this section is not applicable to the procurement of design-build contracts by any agency, and the agency must award design-build contracts in accordance with the procurement laws, rules, and ordinances applicable to the agency.

(b) The design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the agency. If the agency elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted with under the requirements of subsections (4) and (5). A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.

(c) Except as otherwise provided in s. 337.11(7), the Department of Management Services shall adopt rules for the award of design-build contracts to be followed by state agencies. Each other agency must adopt rules or ordinances for the award of design-build contracts. Municipalities, political subdivisions, school districts, and school boards shall award design-build contracts by the use of a competitive proposal selection process as described in this subsection, or by the use of a qualifications-based selection process pursuant to subsections (3), (4), and (5) for entering into a contract whereby the selected firm will, subsequent to competitive negotiations, establish a guaranteed maximum price and guaranteed completion date. If the procuring agency elects the option of qualifications-based selection, during the selection of the design-build firm the procuring agency shall employ or retain a licensed design professional appropriate to the project to serve as the agency's representative. Procedures for the use of a competitive proposal selection process must include as a minimum the following:

1. The preparation of a design criteria package for the design and construction of the public construction project.
2. The qualification and selection of no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.
3. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.
4. The solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.
5. For consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the agency of the detailed working drawings of the project; and for evaluation of the compliance of the project construction with the design criteria package by the design criteria professional.
6. In the case of public emergencies, for the agency head to declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.

(10) **REUSE OF EXISTING PLANS.**—Notwithstanding any other provision of this section, there shall be no public notice requirement or utilization of the selection process as provided in this section for projects in which the agency is able to reuse existing plans from a prior project of the agency, or, in the case of a board as defined in s. 1013.01, a prior project of that or any other board. Except for plans of a board as defined in s. 1013.01, public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of this subsection.

(11) **CONSTRUCTION OF LAW.**—Nothing in the amendment of this section by chapter 75-281, Laws of Florida, is intended to supersede the provisions of ss. 1013.45 and 1013.46.

History.—ss. 1, 2, 3, 4, 5, 6, 7, 8, ch. 73-19; ss. 1, 2, 3, ch. 75-281; s. 1, ch. 77-174; s. 1, ch. 77-199; s. 10, ch. 84-321; ss. 23, 32, ch. 85-104; s. 57, ch. 85-349; s. 6, ch. 86-204; s. 1, ch. 88-108; s. 1, ch. 89-158; s. 16, ch. 90-268; s. 15, ch. 91-137; s. 7, ch. 91-162; s. 250, ch. 92-279; s. 55, ch. 92-326; s. 1, ch. 93-95; s. 114, ch. 94-119; s. 10, ch. 94-322; s. 868, ch. 95-148; s. 2, ch. 95-410; s. 45, ch. 96-399; s. 38, ch. 97-100; s. 1, ch. 97-296; s. 80, ch. 98-279; s. 55, ch. 2001-61; s. 63, ch. 2002-20; s. 944, ch. 2002-387; s. 1, ch. 2005-224; s. 19, ch. 2007-157; s. 3, ch. 2007-159; s. 3, ch. 2009-227.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 16, 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:** 12/10/19**SUBJECT:** Airport Road Update - Barrier Options and Cost Estimates

I. BACKGROUND: The City's Risk Management Company believes the City decreases liability risk by obtaining professional design prior to any barrier installation.

City Council has requested that a temporary guardrail system or equivalent be installed on both the outside of the westbound curve on Airport Road and within the median eastbound. Staff recommends that Volkert Engineering be tasked with this project.

II. DISCUSSION: The 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 Engineering. City Council would like to provide a temporary guardrail or similar barrier system in this area to mitigate damages.

Staff has received a quotes for the design and estimated costs for the guardrail and low profile barrier systems from Volkert Engineering. A cabled barrier system was not recommended by Volkert due to the lack of required space for this system to be effective. See below.

From Mike Warnke PE (Volkert AVP & Northwest Florida Lead) - Regarding the request for the Cable System (HTCB) costs/proposal we would not recommend this option due to the high maintenance cost and to the deflection space requirement, which is 12', and the proximity of the existing adjacent sidewalk north of the road, which is approximately 8'+/- from the EOP (edge of pavement).

Volkert Engineering (Atch1) is recommended by staff for this project based on

their experience with roadway, guardrail and drainage design and their full range of in-house services to include surveying, environmental services and construction inspection.

A. **Link to Strategic Goals / Objectives:** Quality of Life, Public Safety

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

Volkert Estimated Construction Costs (per email)

Estimated Engineering For installing a guardrail: \$32,184

Estimated Engineering For Installing a low-profile barrier: \$16,132

Estimated labor & materials guardrail installation: \$65,450 (ATCH: 2)

Estimated labor & materials low-profile barrier installation \$182,050 (ATCH: 3)

Assumptions: 800' total. (approximately 400 linear feet times two)

Potential funding sources: transportation impact fees, 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 \$15,000.

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 both the northern section of the curve of Airport Road and within the median and bring back a task order and funding source for Council approval.

Alternate Motion: I move to authorize the City Manager to negotiate with Volkert Engineering to perform such work as to provide a design for a low-profile barrier system on both the northern section of the curve of Airport Road and within the median and bring back a task order and funding source for Council approval.

Attachments:

1. Atch1
2. Atch2
3. Atch3

4. nov4 Action Agenda
5. dec2 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

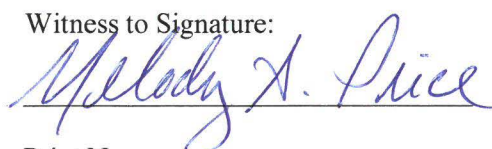
Witness to Signature:


signature

Print Name:

HEATHER L. WOOTEN

Witness to Signature:


signature

Print Name:

Melody A. Price

Approved as to Legal Form:


Kyle Bauman, City Attorney

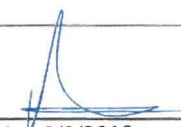
EXHIBITS

- 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



Request for Qualifications

RFQ No. 19-01-PS

Engineering and Professional Consulting Services

August 15, 2019

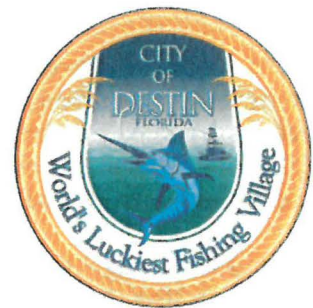


Exhibit A

VOLKERT



TRANSPORTATION ▼ ENERGY ▼ WATER ▼ ENVIRONMENT

City of Destin
City Clerk's Office
4200 Indian Bayou Trail
Destin, FL 32541

Volkert, Inc.
14101 Panama City Beach Parkway,
Suite 190
Panama City Beach, FL 32413
www.volkert.com
850-588-1618

VOLKERT

August 15, 2019

RE: Qualifications to provide engineering and professional consulting services *RFQ No. 19-01-PS*

Volkert, Inc., (Volkert) is pleased to provide our qualifications to the City of Destin for the above referenced continuing services contract. We have assembled a team of well-qualified professionals who present a range of expertise and experience to complete any assigned tasks anticipated for this contract. We have prepared our submittal in accordance with the RFP dated July 15, 2019.

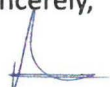
Mike Warnke, PE, ENV SP, will serve as **Principal-in-Charge/Project Manager** with over 23 years engineering experience in the Northwest Florida area. His services since joining Volkert in 2014 have included a variety of projects focusing on infrastructure improvement with projects ranging from drainage improvements, to roadway and bridge design, force main upgrades, sidewalks/multi-use paths, stream/dam restoration, and recreational facility master plans. He will lead the efforts on this contract and serve as the main point of contact for the City throughout the duration of the contract. As part of our team "license" section we have provided a copy of our Corporate Resolution giving Mr. Warnke authorization to bind the company with the City on this contract.

Throughout our history, Volkert has served municipal and local government needs, often in the context of "stand-by" or "on-call" master contracts. In these kinds of contracts, we understand the importance of functioning as an extension of City staff, of being flexible and responsive, and of providing timely and accurate service when called upon.

Volkert's recent Northwest Florida experience includes roadway and bridge design, stormwater/drainage improvements, planning, traffic engineering, bridge inspection, Athletic Field design, park design, Living Shorelines, stream restorations and construction inspection services for municipalities and the FDOT including the City of Pensacola, City of Milton, Escambia County, Santa Rosa County, Okaloosa County, Bay County, and the City of Panama City, Florida.

Volkert will manage this project from our office in Panama City Beach, Florida (address above) with a project team that is ready to begin providing services to the City upon notice to proceed. We look forward to working with the City on any tasks assigned through this contract. The Volkert Team is committed to fulfilling the City's mission to improve the safety and welfare of the public. We look forward to discussing this opportunity in greater detail. Feel free to contact me via my cell phone at 1-850-512-8935 or via e-mail at mike.warnke@volkert.com with any comments or questions you may have.

Sincerely,



Mike Warnke, PE, ENV SP
Project Manager, Assistant Vice President/NWF Leader



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RESPONDENT'S QUALIFICATION STATEMENT

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

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

Submitted By: Volkert, Inc.

Name: Mike Warnke, PE, ENV SP

Address: 14101 Panama City Beach Parkway, Ste 190

City, State, Zip: Panama City Beach, FL 32413

Telephone No.: 850-588-1618

Fax No.: N/A

Check One

Corporation

Partnership

Individual

Other

☒
☐
☐
☐

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Respondent is: Volkert, Inc.

The address of the principal place of business is: 14101 Panama City Beach Parkway, Ste 190
Panama City Beach, FL 32413

2. If Respondent is a corporation, answer the following:

- a. Date of Incorporation: 12/15/1986
- b. State of Incorporation: Alabama
- c. President's name: Jerry Stump, PE
- d. Vice President's name: Michael Warnke, PE, ENV SP
- e. Secretary's name: Roger Guilian, SR
- f. Treasurer's name: Mike Sampson
- g. Name and address of Resident Agent: Michael Warnke, PE, ENV SP

3. If Respondent is an individual or a partnership, answer the following:
- a. Date of organization: N/A
 - b. Name, address and ownership units of all partners:
N/A

 - c. State whether general or limited partnership: N/A
4. If Respondent is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
N/A

5. If Respondent is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
N/A

6. How many years has your organization been in business under its present business name?
94
- Under what other former names has your organization operated?
Volkert & Associates, Inc. (Est. 1999); David Volkert & Associates, Inc. (Est. 1963);
Ewin Engineering (Est. 1949); J.P. Ewin, Inc. (Est. 1946); Doullut & Ewin, Inc. (Est. 1925)
7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.
PE License Number CA4641 (expires Feb. 2021) - License attached on next page
8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:
Volkert has not failed to complete any work assigned. Our firm is reliable and does not submit our qualifications for projects that we cannot complete to the satisfaction of our clients.



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

VOLKERT, INC.

3809 MOFFETT ROAD
MOBILE AL 36618

LICENSE NUMBER: CA4641

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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

See attached statement of qualifications document

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

Mike Warnke, PE, ENV SP

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

Roger Guilian, J.D., General Counsel, Vice President

11 N. Water Street, Suite 18290, Mobile, AL 36602

251-342-1070

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

Volkert is an Employee Owned firm with no member of the firm having more than 5% stake in the company.

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

Volkert Global, 302 Innovation Drive, Suite 100, Franklin, TN 37067, S-Corporation

Volkert, Michigan, 11 N Water Street Suite 18290, Mobile, AL 36602, S-Corporation

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

		Revenue Index Number
a.	Government Related Work	4
b.	Non-Governmental Related Work	7
	Total Work (a +b):	9

Revenue Index Number	
1.	Less than \$100,000
2.	\$100,000 to less than \$250,000
3.	\$250,000 to less than \$500,000
4.	\$500,000 to less than \$1 million
5.	\$1 million to less than \$2 million
6.	\$2 million to less than \$5 million
7.	\$5 million to less than \$10 million
8.	\$10 million to less than \$25 million
9.	\$25 million to less than \$50 million
10.	\$50 million or greater

15. **Bank References:**

Bank	Address	Telephone
Regions Bank	11 N Water Street, Mobile, AL 36652	251-690-1087 (Contact Chris Esfeller)

16. **Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).**

Volkert has a history of completing projects on-time and within established budgets for our clients by realistically planning, adhering to a written schedule, and meeting regularly to discuss issues or problems that need to be addressed.

See attached SOQ for additional information.

17. **Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):**

Our proven Quality Control Process engages two professionals who will evaluate and review all deliverables produced by the Volkert team (including deliverables produced by subconsultants). The project specific Quality Assurance plan, that will be developed at project kick-off, will detail the steps required for all documentation; client and team communication; and contract, schedule, and budget compliance reviews

See attached SOQ for additional information.

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

24-48 hours, typically if additional research is required for the response it may take a little longer

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

N/A Volkert has not 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) _____

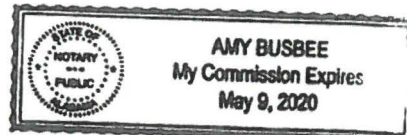
(Title) Assistant Vice President/NWF Lead

Subscribed and sworn to before me

This 9th day of August, 2019


Notary Public (Signature)

My Commission Expires: 5.9.2020

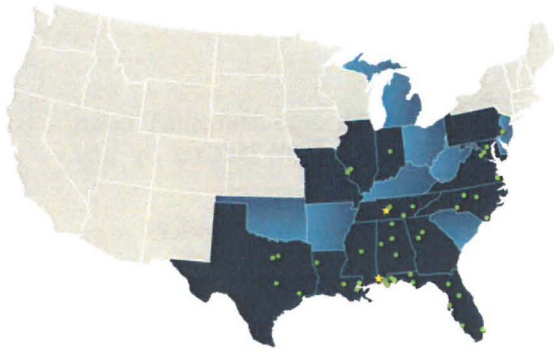




TEAM OVERVIEW/HISTORY

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

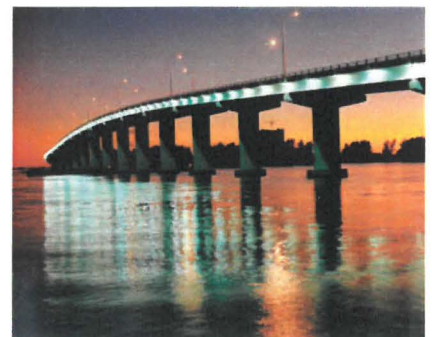
- ▼ Energy Life Cycle Cost Analysis
- ▼ Central and District Energy Plants
- ▼ High-Performance Building Systems
- ▼ Control and Energy Optimization Systems
- ▼ Energy Modeling, Auditing, and Thermal Mass Studies
- ▼ CFD Analysis
- ▼ Ground Source Systems
- ▼ Radiant Heating and Cooling
- ▼ Cogeneration
- ▼ Heat Recovery Systems
- ▼ Piping Stress and Hydraulic Analysis

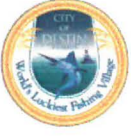
Solid Waste

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

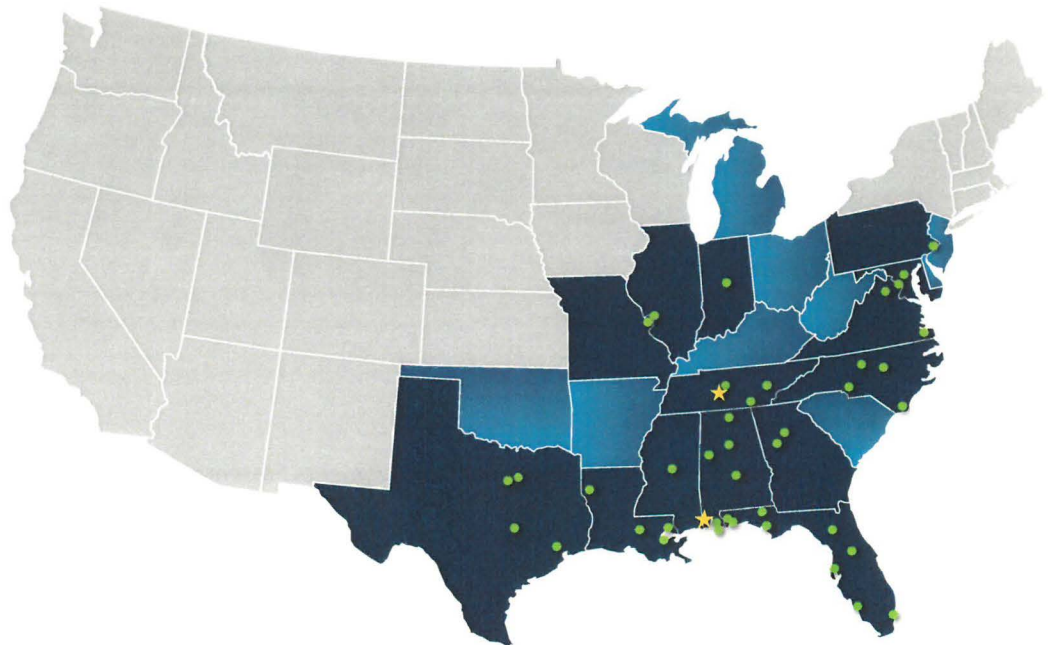
WHY CHOOSE THE VOLKERT TEAM?

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

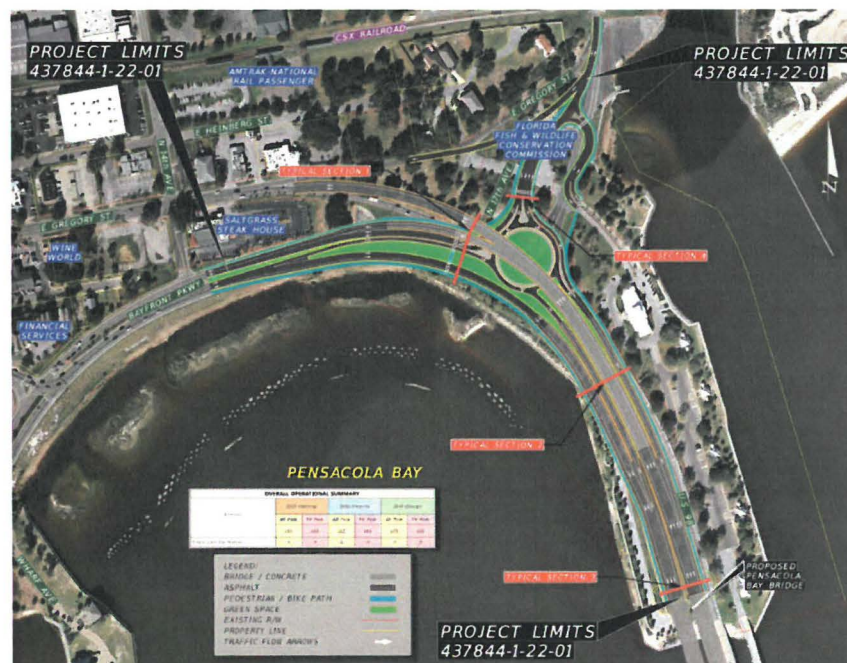
The project is to conduct a PD&E Study for intersection improvements from the intersection of SR 196, Bayfront Parkway and SR 30/US 98, East Chase Street to the intersection of 17th Avenue and SR 30/US 98, Bayfront Parkway including the intersection and operation of SR 30/US 98, Gregory Street and SR 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



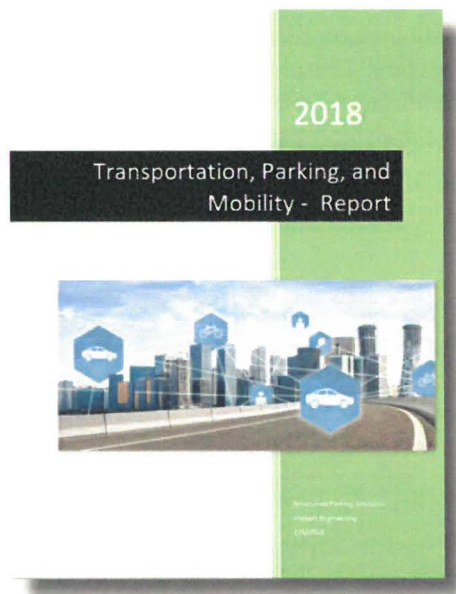
EXPERIENCE OF THE TEAM

TRANSPORTATION, PARKING AND MOBILITY- SITE EVALUATION AND MASTER PLAN AS A SUB TO STRUCTURED PARKING SOLUTIONS FOR THE CITY OF PENSACOLA- DOWNTOWN IMPROVEMENT BOARD

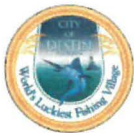
Volkert as part of the Structured Parking team reviewed transportation, parking and mobility in the Pensacola Downtown area for the Downtown Improvement Board to develop master plans. The project reviewed all aspects of transportation and mobility, including vehicles, rideshares, ferry, transit, pedestrians 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

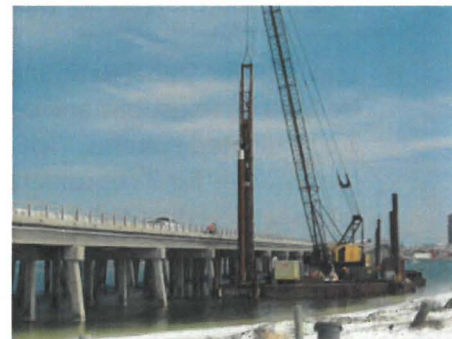
DISTRICTWIDE MISCELLANEOUS STRUCTURES DESIGN FOR FDOT

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 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 Sweeny, 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.

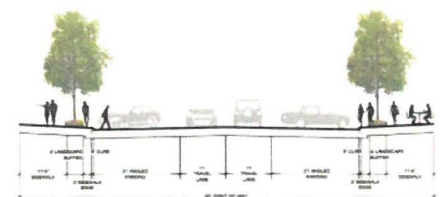


ON-CALL LANDSCAPE ARCHITECTURE SERVICES FOR THE USDA REGION 8, SOUTHERN REGION

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.



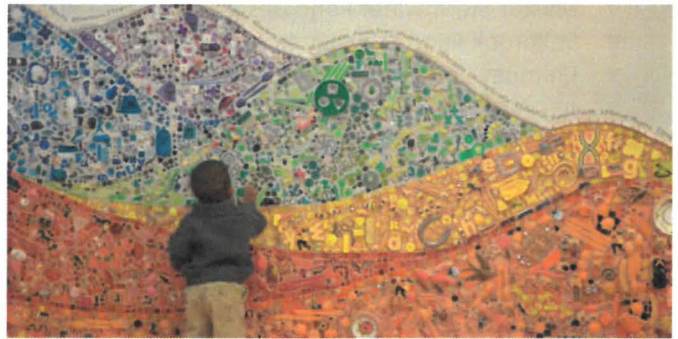
EXPERIENCE OF THE TEAM

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.

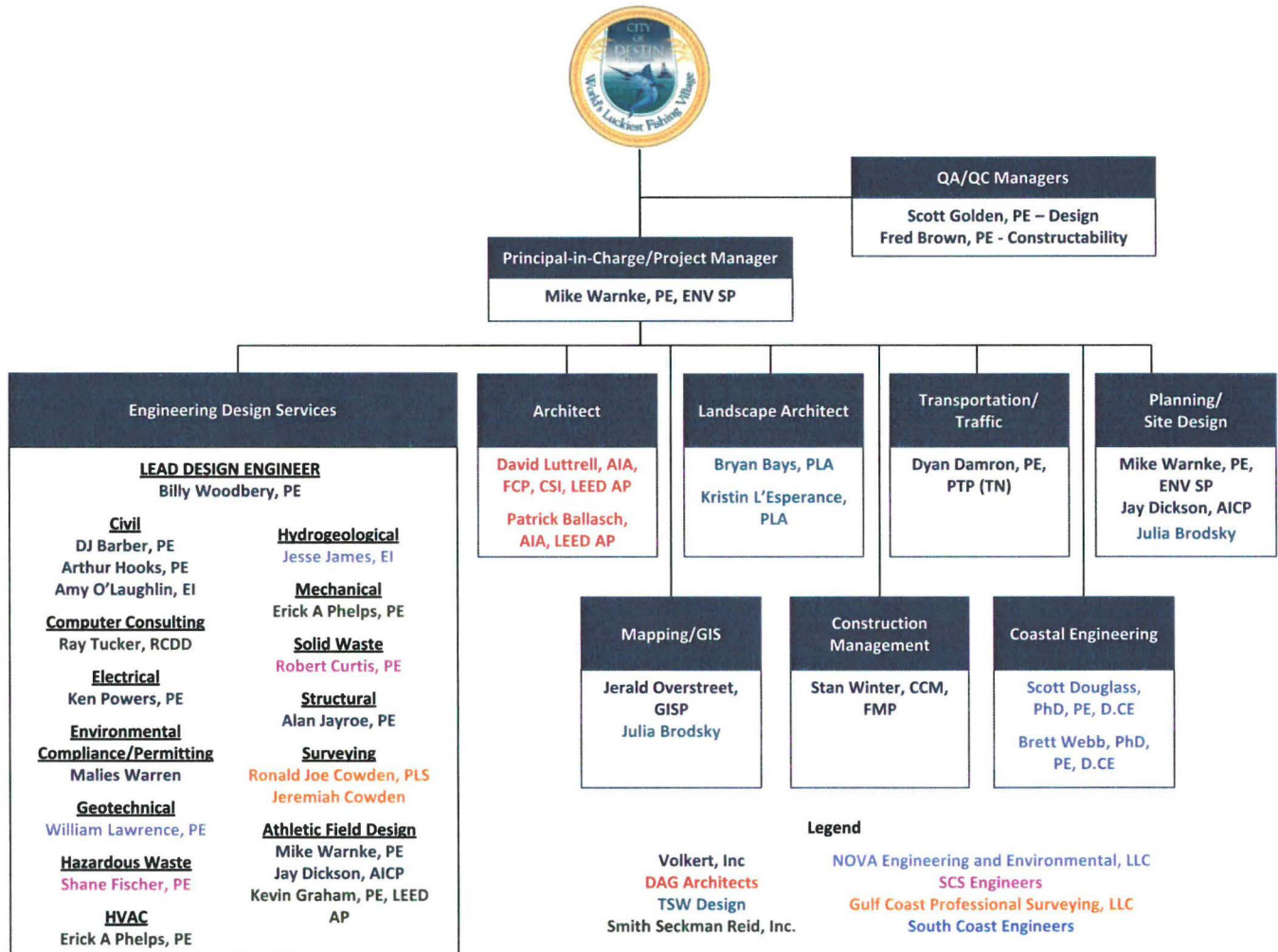
Investigation of Restoration of Hydrology on Mobile Bay Causeway, Spanish Fort, Alabama for the ADCNR - South Coast Engineers provided coastal engineering services for a feasibility study focused on improving the hydrology and estuarine processes of Mobile Bay. South Coast Engineers performed field data 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:

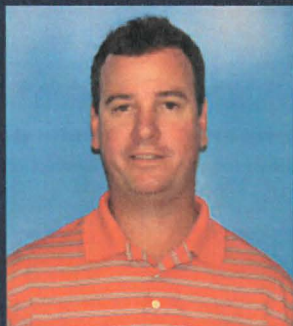
QA/QC Manager for the PD&E Study for SR 30 (US 98) Gregory Street and Bayfront Parkway at the 17th Avenue Intersection in Pensacola, Florida for FDOT. Volkert will analyze and assess capacity needs and improve the flow of traffic at level of service D or higher. Volkert's services will include environmental 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.





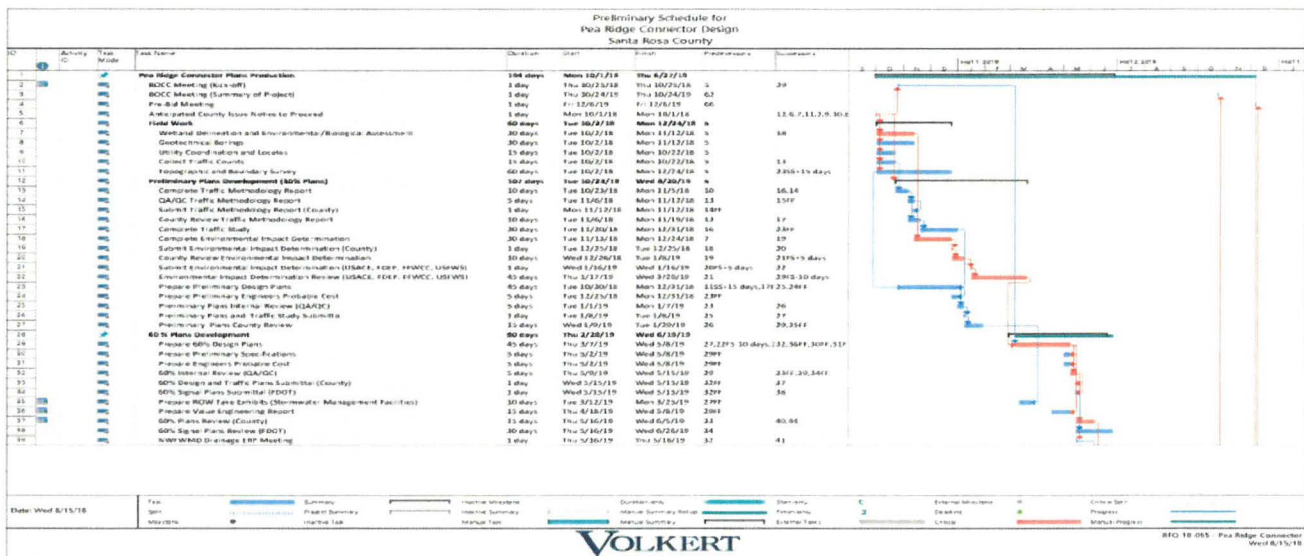
PROJECT APPROACH

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 #																
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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 ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BAP013837904	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED. ☒ RETENTION \$0		ZUP91M6938718NF	11/01/2018	11/01/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC013838104	11/01/2018	11/01/2019	☒ PER STATUTE ☐ 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
---	--

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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

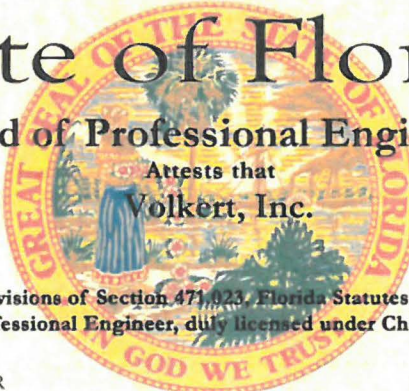
Each licensee is solely responsible for notifying the Florida Board of Professional Engineers in writing the licensee's current address.

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

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Licensee Details

License Information

Name:

1223 AIRPORT RD

DESTIN Florida 32541

OKALOOSA

Main Address:

County:

License Mailing:

License Location:

License Information

License Type:

Architect Business

Rank:

Architect Bus

License Number:

AAC000745

Status:

Current,Active

Licensure Date:

07/02/1981

Expires:

02/28/2021

Special Qualifications

Qualification Effective

Corporation

Alternate Names

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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

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3/22/25 PM 6/9/2019

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

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VOLKERT

RFQ FOR ENGINEERING AND PROFESSIONAL CONSULTING SERVICES
RFQ #19-01-PS



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

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Smith Seckman and Reid Florida Professional License

FLORIDA LICENSES/CERTIFICATIONS

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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.

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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

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Licensee Details

Licensee Information

Name:
Main Address:

License Mailing:

License Location:

NOVA ENGINEERING AND ENVIRONMENTAL, LLC (Primary Name)
3900 KENNESAW 75 PARKWAY
SUITE 100
KENNESAW Georgia 30144

3900 KENNESAW 75 PARKWAY
KENNESAW GA 30144

License Information

License Type:
Rank:
License Number:
Status:
Licensure Date:
Expires:

Certificate of Authorization
Cert of Auth
27772
Current
10/12/2007
02/28/2021

Special Qualifications

Qualification Effective

Alternate Names

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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

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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

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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

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FLORIDA LICENSES/CERTIFICATIONS

GCPS Florida Professional License

					1
RONALD JOE COWDEN 417 BAY SHORE DR, PANAMA CITY BEACH, FL 32407-5458					Complaints 0 Print
License Type	License#	Issued	Expires	Status	
Surveyor and Mapper	LS5323	01/05/94	02/28/21	Active	
Surveyor of Record For	LB7840	06/16/10	02/28/21	Active	
					1



FLORIDA LICENSES/CERTIFICATIONS

South Coast Engineers Florida Certificate of Authority

State of Florida Department of State

I certify from the records of this office that SOUTH COAST ENGINEERS, L.L.C. is an Alabama limited liability company authorized to transact business in the State of Florida, qualified on November 9, 2015.

The document number of this limited liability company is M15000009003.

I further certify that said limited liability company has paid all fees due this office through December 31, 2018, that its most recent annual report was filed on February 26, 2018, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-sixth day of February,
2018*



Ken Deffen
Secretary of State

Tracking Number: CC1164748072

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CORPORATE SECRETARY'S RESOLUTION

RSA Battlehouse Tower | Suite 18290
11 N. Water Street | Mobile, AL 36602
251.342.1070

VOLKERT

SECRETARY'S CERTIFICATE OF RESOLUTION

I, Roger C. Guilian, Secretary of the Board of Volkert, Inc., a corporation organized under the laws of the State of Alabama, and authorized to do business in the State of Florida, do hereby certify that the Board of Directors of Volkert, Inc. adopted the following Resolution at its annual meeting on May 30, 2019, pursuant to a unanimous vote.

4. Resolution re Authorization of Certain Officers to Execute Contracts

RESOLVED, that all prior resolutions of this Board of Directors specifying the Officers of this Corporation having power and authority to execute contracts in the name of this Corporation, for the performance of engineering and related services, be, and the same hereby are, revoked prospectively effective this date; and

RESOLVED FURTHER, that each of the Officers hereinafter designated be, and hereby is, authorized, empowered and directed to enter into, execute and deliver in the name of and on behalf of this Corporation, contracts for the performance of engineering and related services, and all subcontracts in connection, therewith, and to take in connection therewith such actions as such officer may deem necessary and proper for the business of this Corporation, without further act or resolution of this Board and without the necessity of the signature of said Officer being attested by the Secretary of this Corporation or any other Officer thereof, provided, however, that the Secretary, and any Assistant Secretary hereof, is hereby authorized and directed to attach the Corporate seal of this Corporation and to attest the signature of any said Officer when requested to do so by said Officer, viz.:

Perry A. Hand	Chairman of the Board
Gerald "Jerry" Stump	President & Chief Executive Officer
David A. Allsbrook, Jr.	Chief Operating Officer
Michael B. Harper	Senior Vice President, Gulf Field Region
David M. Webber	Senior Vice President, Gulf Design Region
James D. "Bo" Sanchez	Senior Vice President, Florida Region

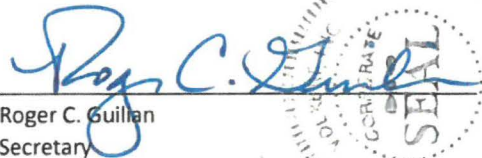
CORPORATE SECRETARY'S RESOLUTION

RSA Battlehouse Tower | Suite 18290
11 N. Water Street | Mobile, AL 36602
251.342.1070

VOLKERT

Leon M. Barkan	Senior Vice President, Program Management Service Leader
Thomas A. Hand	Chief Marketing Officer Member of the Executive Committee
Eugene F. Quinn	Vice President
John W. "Wes" Nelson	Vice President
Brett V. Gaar	Vice President
Fredrick J. "Fred" Brown	Vice President
Rico Lepore	
Mark S. Lauchner	Vice President
➔ Mike Warnke	Assistant Vice President

I further certify that the Resolution is presently in full force and effect and has not been revoked or rescinded as of this date. In witness whereof, I hereupon set the seal of this Corporation on this, the 3rd day of June 2019.


Roger C. 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

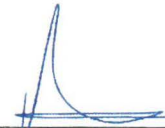
Area Code: 850 Telephone Number: 588-1618

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.)

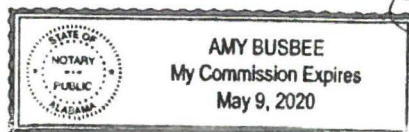
(Signature)

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.

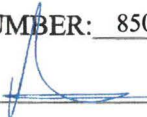
As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

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?

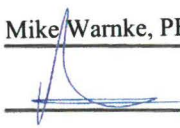
YES _____

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

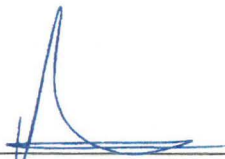
Phone Number

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

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DESCRIPTIONS (Continued from Page 1)

the Certificate Holder.

Proposal

S.H. Hayes Enterprises, LLC

707 W 8th Street Cir

Lynn Haven, FL 32444

850-326-5471

December 11, 2019

City of Destin

Mburgess@cityofdestin.com

Re: Guardrail Installed at Airport Road

[illegible]

Proposal

S.H. Hayes Enterprises, LLC

707 W 8th Street Cir

Lynn Haven, FL 32444

December 11, 2019

850-326-5471

City of Destin

Mburgess@cityofdestin.com

Re: Concrete Barrier Wall @ Airport Road

[illegible]

**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

**ACTION AGENDA
REGULAR MEETING
DESTIN CITY COUNCIL
DECEMBER 2, 2019
ANNEX COUNCIL CHAMBERS**

AGENDA APPROVAL

Motion to pull item 4A from the agenda passed 5-1; with Councilmember Morgan dissenting. Councilmember Destin was absent from the meeting.

Motion to approve the agenda passed 6-0.

1. APPROVAL OF MINUTES

- A. Approval of minutes of November 7, 2019 City Council Strategic Visioning Session

Motion to approve minutes of November 7, 2019 City Council Strategic Visioning Session passed 6-0.

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

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

Schedule a Council workshop after the holidays to discuss utilization of surtax fund.

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

The Land Use Attorney to further research the billboard issue, work with Lamar Advertising about potentially negotiating a better deal for the City making the ratio more favorable for the City in terms of removal and replacement of billboard structures within the City limits.

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

Councilmember Braden asked staff to determine the maximum fines allowed by Florida Statutes for parking citations and bring the information back at the next meeting.

Councilmember Braden asked staff to determine the elevation on the old spillway design and the elevation on the new spillway design at Lake Coleman.

4. CITY MANAGER REPORTS

A.Engineering Update - Two Lane Roadway

Item pulled

B. Purchase Authorization for GPS Surveying Equipment

Motion to authorized to purchase new GPS surveying equipment from FLT geosystems in the amount of \$24,928.00 passed 6-0.

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

Bring item back at the next meeting with updated information. Staff to revisit recommendations for open and closed roads for LSV.

D. Electrical Services Continuing Services Contract

Motion to award RFB 19-07-PW, Miscellaneous Electrical Continuing Services contract to the lowest priced responsible bidder D&D Air Conditioning, Heating and Electrical Services and authorize the City Manager to execute the contract on behalf of the City passed 6-0.

E. Generator Maintenance Services Continuing Services Contract

Motion to award RFB 19-12-PW, Miscellaneous Generator Continuing Services contract to the lowest priced responsible bidder Metro Power, Inc., and authorize the City Manager to execute the contract on behalf of the City passed 5-1; with Councilmember Marler dissenting.

F. Pest Control Continuing Services Contract

Motion to award RFB 19-10-PW, Miscellaneous Pest Control Continuing Services contract to the lowest priced responsible bidder Florida Pest Control and authorize the City Manager to execute the contract on behalf of the City passed 6-0.

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

Motion to authorize the City Manager to negotiate with Volkert Engineering, one of the City of Destin's Continuing Services Engineering Consultants, to provide engineering analysis and report for the Stahlman Avenue/US 98 intersection not to exceed \$50,000 passed 5-1; with Councilmember Braden dissenting.

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

Postpone to the next Council meeting. Staff to provide estimated cost for the low-profile barrier which is the alternative to the guardrail, to be placed across the median and to the northern and southern section of the curve on Airport Road.

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

Motion to bring item back at the next Council meeting with a more structured list of recommendations to include additional information related to stronger enforcement and graduating fees not currently included as recommendations passed 6-0.

J. Announcements

- **Thursday, December 5th, 6:00 PM, Destin Community Center – Destin Annual Tree Lighting Ceremony**
- **The City's Annual Financial Audit started Monday, December 2nd**
- **December 9th at 6:00 PM – Special City Council Meeting**
- **Library currently hosting food for fines**
- **Holiday decorating contest started December 1st**
- **Engineer, Engineering Assistant and Stormwater Manager have relocated to the Annex Building and now part of Community Development Department staff**

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.

**Motion to adopt Ordinance 19-31-LC
on second reading passed 6-0.**

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 (ROITD) to Commercial General (CG)

**Motion to approve Ordinance 19-34-LC
on first reading and direct staff to
advertise for second reading passed 6-0.**

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)

**Motion to approve Ordinance 19-35-LC
on first reading and direct staff to
advertise for second reading passed 6-0.**

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

**Motion to approve Ordinance 19-36-LC
on first reading and direct staff to
advertise for second reading passed 6-0.**

E. First reading of Ordinance 19-37-LC amending relating to the consolidation of the Residential, Office, Institutional General Development (ROIGD) and Residential Office, Institutional Village Residential (ROIVR) zoning districts.

**Motion to approve Ordinance 19-37-LC
on first reading and direct staff to
advertise for second reading passed 6-0.**

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,.

Motion to approve Ordinance 19-38-LC on first reading and direct staff to advertise for second reading passed 6-0.

6. *CONSENT AGENDA (No public comments)

A. Minutes of Standing Committees/Board Meetings

B. Request approval to purchase FY 20 Budgeted Equipment 5 PickUp Trucks

C. Development Review System Software Update

Motion to approve Consent Agenda items 6A and 6B and pull item 6C for discussion passed 6-0.

Motion to approve Consent Agenda item 6C passed 6-0.

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

- A. Councilmember Braden
- B. Councilmember Ramswell
- C. Councilmember Menchel

City Clerk to continue to update Council's Outlook Calendar.

D. Councilmember Overdier

- 1) Appointment of Mr. Frank McDonough to the Town Center CRA Advisory Committee

Motion to appoint Mr. Frank McDonough to the Town Center CRA Advisory Committee passed 6-0.

E. Councilmember Marler

Requested the Mayor and City Manager to send a letter to the County Commission requesting the placement of traffic lights at the intersection of Commons Drive and Henderson Beach Road.

F. Councilmember Destin

G. Councilmember Morgan

1) Raising water level at Lake Coleman

Asked staff to research this issue and bring back plans and estimated cost to accomplish this task.

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 # 2019CA003733 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

Motion to approve the contract addendum for the City Manager passed 6-0.

ADJOURNMENT: 9:55 PM

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 16, 2019

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Lance Johnson, City Manager
Louis Zunguze, Community Development Director

FROM: John Geurin, City Engineer

DATE: 12/10/19

SUBJECT: Sibert Parking Lot Improvements

I. BACKGROUND: Council authorized the construction of a gravel parking area on Sibert Avenue between the two existing parking areas. Council capped the amount to be applied towards this project at \$40,000. A quote from one of the City's Continuing Service providers was received for this project in the amount of \$60,292.50. Staff requests that Council raise this cap to \$61,000.

II. DISCUSSION: The construction of the middle parking area will allow all three parking lots to be connected via a driveway (see attached drawing).

All three lots will have a similar crushed concrete/gravel finish until such time as a permanent asphalt surface can be provided.

A quote for this work was received from H&T Contractors, one of the City's continuing services providers in the amount of \$60,292.90.

A. Link to Strategic Goals / Objectives: Quality of Life, Protection of the Environment, Public Safety

B. Effect on Budget (EOB): \$60,292.90 will be used for this project taken from the existing Parking Fund.

C. Level of Service (LOS): The construction of this lot will add approximately 41 spaces to the Sibert Avenue Parking Facility.

III. CONCLUSION:

This is an update provided to City Council.

- Development Order application being drafted.
- Layout of center parking lot is complete.
- Staff is compiling available topographic data
 - **Piecing together data from multiple sources.
 - **Collecting field data as needed to fill in the “gaps.”
- Parking Lot Design: Pending
- Stormwater:
 - **Will analyze entire area.
 - **Stormwater Management Plan; will adapt from existing documents.

IV. RECOMMENDED MOTION: I move to increase funding for the Seibert Avenue parking improvements to \$61,292.90 using the Parking Fund and authorize staff to make the required budget amendment.

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 16, 2019

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Bragg Farmer, Finance Director

DATE: December 6, 2019

SUBJECT: 2019 Financial Report - 4th Quarter

I. BACKGROUND: Attached for your review is the current quarterly financial and investment report. It compares the FY2019 adjusted budget to the revenues received and expenses expended. There is also a schedule showing the current status of the City investment account with Raymond James.

II. DISCUSSION: The City Financial and Investment report is for the period ended September 30, 2019. Our revenue has been received at a level consistent with prior years at 97%. Expenses are being made on a level consistent with prior years at 93%. The City investment accounts show a net gain on our original investment of 2.53% for the fiscal year through September 2019.

A. Link to Strategic Goals / Objectives: Develop a sustainable Operating and Capital Budget ensuring the City is managed in a fiscally sound manner and complies with Legislative mandates.

B. Effect on Budget (EOB): This item is for information only and has no effect on the FY2019 Budget.

C. Level of Service (LOS): This report provides the City Council with the current financial condition of the City.

III. CONCLUSION: The City is currently receiving the budget revenue and expenses in a manner consistent with prior years.

IV. RECOMMENDED MOTION: No motion is required for this item.

Attachments:

1. 4th Quarter Financial/Investment
Report



City of Destin

Quarterly Financial and Investment Report

September 2019

September 30, 2019

OVERVIEW

This financial overview reflects the City's overall unaudited financial position for the fiscal year through [September 30, 2019](#). Except as noted below, revenues and operating expenditures are generally on target.

GENERAL FUND

With [100%](#) of the year complete, General Fund revenues are [97%](#) of budget and expenditures are [93%](#) of the adjusted budget as summarized below.

General Fund	Adj. Budget	YTD Actual	Percent
Revenues	\$ 16,139,264	\$ 15,733,166	97%
Expenditures	\$ 16,220,615	\$ 15,022,519	93%

Property ad valorem taxes are the largest source of general fund revenue and make up [45%](#) of total revenues. Other sources of revenue include building fees, traffic fines, county cooperative library funding, franchise fees, grants, and interest earnings.

The General Fund includes all services that are funded through general taxes and fees. It includes all city programs **except** those that are paid for through dedicated taxes (Community Redevelopment Agency – Town Center & Harbor), fees (electric franchise fees, ect.) or impact fees.

REVENUES

Overall, revenues are being received at a rate to past years. The City budgets 95% of the City Ad Valorem taxes and State projected shared revenue items. The following schedule outlines the City revenue collection progress for the current year.

Revenues	Adj. Budget	YTD Actual	% Received
Taxes	\$ 8,084,167	\$ 8,236,138	102%
License & Permits	\$ 2,626,150	\$ 2,850,040	109%
Intergovernmental	\$ 3,188,372	\$ 2,117,355	66%
Charges for Services	\$ 489,400	\$ 512,089	105%
Fines & Forfeits	\$ 43,000	\$ 291,271	677%
Miscellaneous Rev.	\$ 64,350	\$ 86,272	134%
Other Sources	\$ -	\$ -	0%
Interfund Transfers	\$ 1,643,825	\$ 1,640,000	100%
Carryforward Rev.	\$ -	\$ -	0%
Total	\$ 16,139,264	\$ 15,733,166	97%

- **Taxes.** This reflects the collection of the ad valorem taxes; sales, use and fuel taxes; local option taxes; local option fuel tax; and discretionary sales surtaxes.

The City has collected [102%](#) of the budgeted taxes. Of the \$8.08 million projected, \$7.19 million is in the form of ad valorem taxes. Ad valorem taxes on property are collected by the Tax Collector on an annual basis beginning on November 1st for the tax year January through December. The City budgets 95% of the projected ad valorem revenue and has received [102%](#) of the budgeted amount.

Licenses and permits. This revenue source reflects the collection of electricity franchise fees; business licenses; building permits; and other licenses, fees, and permits. Electric Franchise fees and Building permit fees constitute [80%](#) of the revenue in this category. As of the end of [September](#) the City has collected [102%](#) of this revenue source.

InterGovernmental. Intergovernmental revenues are received from Federal Grants, State Grants, State Shared Revenues and Grants from other Local Agencies. Grant revenues vary each year based on different opportunities that present themselves to the City. On a monthly basis the City receives revenue

from the Municipal Sharing Tax and the County Occupational License. On a quarterly basis the City receives money from the County Library Cooperative and the Alcohol and Beverage Tax is received on an annual basis in September/October. The City has received 66% of our InterGovernmental budget.

Charges for Services. Charges for Services are revenues generated from the rendering of services for a fee (e.g. recording fees, etc.). Charges for services will vary from month to month due to the seasonal activities that take place throughout the year. For example, monies related to the sports complex are generally higher in the summer months whereas the community center is normally higher during the winter, “snowbird season”. The City has received 105% of this revenue item.

- **Fines and Forfeits.** Fines and forfeits revenues are received from traffic fines; library fines; code violation fines; and other fines or forfeits. Traffic fines represent 81% of the revenues in this category. As of the end of September, the City collected 63% of the budgeted traffic fines and 677% of this total revenue source due to a \$262,290 a developer infrastructure payment.

- **Miscellaneous Revenues.** Miscellaneous revenues primarily reflect interest earned on investments; library fees; inter-fund transfers; various contributions and/or donation transfers; and special assessments. The largest form of miscellaneous revenue involves the 2013 Revenue Note interfund transfer. This money is generated from the ½ cent sales tax and telecommunications tax which are budgeted in the Special Revenue Fund. The City has collected 134% of this revenue source.

EXPENSES

The City has completed 100% of the year and our department operating costs are running close to trends from prior years. The adjacent table gives the expenditure budgets for each department. This gives a clearer picture of how well each department or program is performing this budget year.

Overall the City has expended 93% of its budgeted expenditures. Departmental operating expenditures are also under or over budget as summarized by the following table. All budget amounts are after any budget amendments have been posted during the year.

Total Expenditures	Adj. Budget	YTD Actual	%
City Council	\$ 108,675	\$ 335,359	309%
City Manager	\$ 528,620	\$ 498,901	94%
City Clerk	\$ 236,247	\$ 230,332	97%
Finance	\$ 296,634	\$ 280,861	95%
Human Resources	\$ 434,384	\$ 405,030	93%
Administrative Services	\$ 88,100	\$ 81,894	93%
Facilities Maintenance	\$ 367,920	\$ 281,986	77%
Legal Services	\$ 407,200	\$ 571,988	140%
Community Development	\$ 622,851	\$ 512,967	82%
Debt Service - 2015A	\$ 458,211	\$ 458,210	100%
Debt Service - Veh Lease	\$ 25,797	\$ 25,796	100%
Debt Service - Eq Lease	\$ 77,567	\$ 77,564	100%
Information Technology	\$ 560,310	\$ 549,672	98%
Public Safety	\$ 2,272,057	\$ 2,268,573	100%
Building Inspections	\$ 435,556	\$ 441,531	101%
Code Compliance	\$ 362,376	\$ 358,240	99%
Emergency Management	\$ 12,025	\$ 1,330	11%
Cemetery	\$ 21,060	\$ 8,131	39%
Physical Environment	\$ 31,350	\$ 26,004	83%
Public Works	\$ 1,927,655	\$ 1,639,493	85%
Engineering	\$ 42,075	\$ 37,312	89%
Median Maintenance	\$ 197,344	\$ 101,060	51%
Library	\$ 612,524	\$ 447,984	73%
Parks	\$ 558,708	\$ 388,902	70%
Morgans Sports Complex	\$ 755,826	\$ 559,740	74%
Outdoor Recreation	\$ 369,446	\$ 275,021	74%
Beach Operations	\$ 458,461	\$ 327,300	71%
Special Events	\$ 57,150	\$ 40,325	71%
Community Center	\$ 712,880	\$ 537,167	75%
GF CIP Projects	\$ 2,403,086	\$ 2,403,086	100%
Gas Tax Funds Transfer	\$ 703,000	\$ 774,746	110%
Interfund Transfer	\$ -	\$ -	0%
Miscellaneous	\$ 75,520	\$ 76,017	101%
Total Expenditures	\$ 16,220,615	\$ 15,022,519	93%

CRA Town Center

CRA TC	Budget	YTD Actual	%
Revenues	\$ 791,782	\$ 791,175	100%
Expenditures	\$ 860,967	\$ 782,254	91%

CRA Harbor

CRA Harbor	Budget	YTD Actual	%
Revenues	\$ 596,310	\$ 596,413	100%
Expenditures	\$ 594,162	\$ 519,696	87%

All surplus funds collected in the CRA's will be used for future debt service.

FUND BALANCEUnreserved - Undesignated Fund Balance:

The City's undesignated fund balance is a surplus of funds which have accrued from unexpended operating budgets and unanticipated excess revenues. It has accumulated from prior year budgets that were not fully expended. This portion of the fund balance has not been identified as being required or having been appropriated for a specific purpose. This surplus also proves financial stability to bond holders and rating agencies, while providing the City with a "rainy day" fund for use in unforeseen, unbudgeted emergency situations.

Reserves and Contingencies

Once the budget is adopted, only that portion of the fund balance that is appropriated will be available during the fiscal year. As a result, reserves are budgeted for potential unforeseen events. Reserves are the portion of the fund balance that has been committed for identified purposes such as an amount needed to finance open purchase orders or unspent expenditure appropriations carried over for use in the following fiscal period. Reserves are established to provide for non-recurring, unanticipated expenditures (i.e. storm costs) or to meet unanticipated increases in service delivery costs.

Like the fund balance, the contingency is also exclusive of reserves not anticipated to be readily available for use in emergencies or unforeseen events. Although appropriated, City Council approval is required to expend from reserves and contingencies.

CHANGES IN FUND BALANCEGeneral Fund

On October 1, 2019 the City had a fund balance of \$26,416,465. This balance includes all committed funds, restricted funds, assigned funds, and unassigned reserves from FY2019.

The City General Fund balance is outlined below:

Note: This will be updated with 1st Qtr. Financial Rpt.

Nonspendable	\$ 2,469,019
Restricted	\$ 2,480,877
Committed	\$ 9,657,663
Assigned	\$ 1,289,375
Unassigned	\$ 6,909,267

There is also an Impact fee fund balance (restricted) of: **Park \$49,998; Traffic \$954,052; Police \$0; Library \$84,180; NPEB \$181,459; Multimodal \$407,690** (all netted for the FY2019 budget allocation, prior year unspent budget allocations, and current year contributions) that can only be used for projects related to the collection source of the impact fees.

CRA Town Center

The unreserved/undesignated fund balance on October 1, 2019 is \$ 0.00. The CRA currently owes the City \$ 2,231,296.

CRA Harbor

The unreserved/undesignated fund balance on October 1, 2019 is \$ 273,283.

CITY INVESTMENTS

The City of Destin has hired Raymond James & Associates to invest the unassigned fund balance. The following report reflects the City's overall unaudited investment return for the fiscal year from May 1, 2013 through September 30, 2019.

INVESTMENT RETURN

The unassigned fund balance is invested in four separate investment funds as outlined below. The table below reflects the current value of the funds by invested category (this includes market

increases/decreases, interest/dividend income, & investment fees).

Inv. Fund	May-13	Sep-19	Percent
Emergency Mt.	\$ 1,350,000	\$ 1,448,370	7.29%
Alt Investment	\$ 3,433,000	\$ 3,899,136	13.58%
Debt Service	\$ 338,000	\$ 297,615	-11.95%
Emergency Op.	\$ 1,250,000	\$ 1,344,697	7.58%
CD Investment	\$ 2,951,000	\$ 3,139,681	6.39%
Total	\$ 9,322,000	\$ 10,129,498	8.66%

In FY2019 the City has seen an increase in the market value by \$252,775 and an income earnings of \$253,389. The total cumulative market value gain/loss on the investment (FY2013 thru FY2019) is (\$438,145), with earned income of \$1,532,423. The City had investment fees of \$34,330 for the fiscal year through September 2019.

Inv. Fund	FY Gain/Loss	FY Income	FY Exp.
Emergency Mt.	\$ 41,328	\$ 34,891	\$ (7,121)
Alt Investment	\$ 270,109	\$ 108,145	\$ (18,665)
Debt Service	\$ 10,713	\$ 7,958	\$ (1,862)
Emergency Op.	\$ 38,725	\$ 31,713	\$ (6,681)
CD Investment	\$ 110,959	\$ 70,683	\$ -
Total	\$ 471,834	\$ 253,389	\$ (34,330)

A current market report, as of June 30, 2019 produced by Raymond James is attached as supplemental information regarding these investments.

SUMMARY

For more information: This summary is based on detailed information produced by the City's Finance Department. If you would like additional information, or have any questions about the report, please call Bragg Farmer in the Finance Department at 837-4242.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 16, 2019

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

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

FROM: Joey Forgione, Code Compliance Manager

DATE: December 16, 2019

SUBJECT: Code Compliance Evening Shift

I. BACKGROUND: Council has indicated their desire to to expand Code Compliance patrols into the evenings and weekends. Staff is requesting Council to consider authorizing two (2) additional full-time equivalent (FTE) personnel. Staff is also requesting the funding to replace one patrol truck that is twenty (20) years old.

II. DISCUSSION:

Code Compliance is seeking Council's approval to hire two (2) additional Compliance Officer's to allow for extended patrols during evenings and on weekends. Approximate cost per officer is \$67,611 annually or \$135,222 for both. In addition, Code Compliance is seeking Council's approval to replace their twenty year-old patrol vehicle at a price not to exceed (NTE) \$29,000.

A. Link to Strategic Goals / Objectives:

Enhancement of Public Safety./ Preservation of Heritage and Environment.

B. Effect on Budget (EOB): This request is not budgeted in the FY2020 budget and would require a budget amendment if approved. Funding source would be the short term rental registration fees.

Officer 1 \$ 67,611
 Officer 2 \$ 67,611
 Sub Total \$135,222
 Vehicle (NTE) \$ 29,000
TOTAL \$164,222

C. Level of Service (LOS):

To effectively Meet this mission of increasing Compliance level in the City with all City Codes.

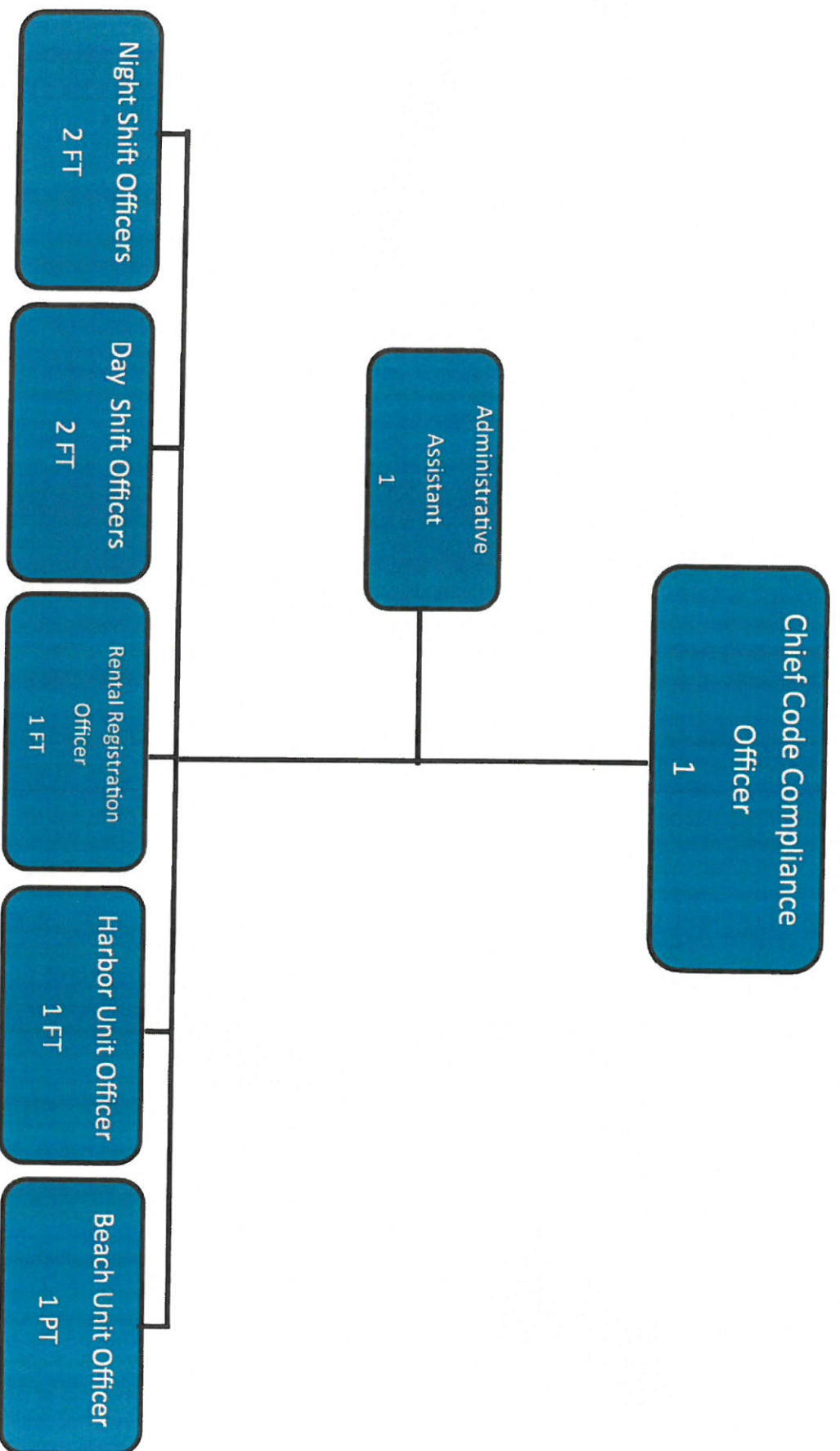
To Enhances City's Public Image and Increases the Level of Services for the Citizens and Visitors alike.

III. CONCLUSION: The purpose of this request is to enhance our overall ability to educate, investigate, pursue voluntary compliance, and enforce City's laws, regulations, and ordinances governing land use, building, zoning, signs, City properties and related issues. These positions will include both office and field responsibilities in the investigation of complaints and enforcement of the City's laws, regulations, and ordinances during both typical business hours and atypical business hours, including evening and weekend shift work.

IV. RECOMMENDED MOTION: I move that City Council direct the City Manger to hire additional personnel for the Code Compliance Department to cover an evening shift in the amount of \$135,222.00 and to include the purchase of a replacement vehicle not to exceed Governmental contract price of \$29,000.00 and make the appropriate budget amendment using short term rental registration as the funding source.

Attachments:

1. Code Org Chart
2. 16-5 Nights
3. Sample Schedule
4. Truck



16 /7 DAY A WEEK & EVENING SHIFT

Cooperation with Sheriff's Office

- *16 Hours of Coverage (10 PM 11PM 12AM)
- *Thursday, Friday, Saturday, Sunday, Monday
- *Visible to the Public Strengthening Community Relations
- *After Hours Presence Enhances City's Public Image
- *Increases the Level of Services for the Citizens and Visitors
- *Numerous Violation Occur outside of Business Hours
- *Continuance of Education & Enforcement of the City Codes
- *Works with Sheriff's Office (S.O. Enf. Laws City Enf. Codes)
 - *Noise Violations
 - *Trash Violations
 - *Parking Violations
 - *Stop Work
 - *STR Violations
 - *ID STR (Non-Registered)
 - *Building W/O Permit
 - *Harbor Compliance
 - *Beach Compliance
 - *Identify Violations of Outdoor Lighting Standards
 - *Conducts Park Checks
 - *Street Light Checks
 - *Assist Other Officers with Case Follow-up

To Accomplish Vision

- *Manning (2)
- *SOP's
- *Scheduling (Thursday thru Monday)
- *Registration Increase
- *Ordinance Fee Increase
- *Citation Increase
- *Training Budget for Professional Growth & Dev.
- *Equipment (In car Computer & Printers, Possible Radio System)

Example 1	Sat	Sun	Mon	Tues	Wed	Thu	Fri
ADMIN			8-5	8-5	8-5	8-5	8-5
DAY SHIFT			6-3	6-3	6-3	6-3	6-3
EVENNING SHIFT	3-12	3-12	3-12			3-12	3-12
HARBOR UNIT	7-4	7-4	7-4			7-4	7-4
BEACH UNIT	7-12	7-12					7-12

Joey Forgione

From: Michael Burgess
Sent: Wednesday, December 11, 2019 11:29 AM
To: Joey Forgione
Cc: Dennis Dykes; Bragg Farmer; John Podjed
Subject: New Truck for Code Compliance, Dec16 agenda

Joey, based in the contract sheet, cost of a spray-in bed liner and an extra key, if you add to your agenda item the purchase of a 2020 Ford F150XL, 4 door, 4WD truck in an amount not to exceed \$29,000 and you should be ok. I have not gotten that quote back from the dealer yet.

The truck is \$26,751 (Duval Ford), the spray-in bed liner is \$600 and the extra key is \$250, total **\$27,601**. Window tinting, light bar and other accessories will of course be extra.

Michael G. Burgess MS, PH, CSM, CFM
Director of Public Services & Emergency Manager
4200 Indian Bayou Trail
Destin, FL 32541
(850) 837-6869

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 16, 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: December 10, 2019

SUBJECT: Second 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.

The City Council approved proposed Ordinance 19-34-LC on first reading on December 2, 2019.

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 adopt Ordinance 19-34-LC on 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: _____



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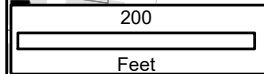
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ORDINANCE NO. 19-25-LC

**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 16, 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: December 10, 2019

SUBJECT: Second 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.

The City Council approved proposed Ordinance 19-35-LC on first reading on December 2, 2019.

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 adopt Ordinance 19-35-LC on 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

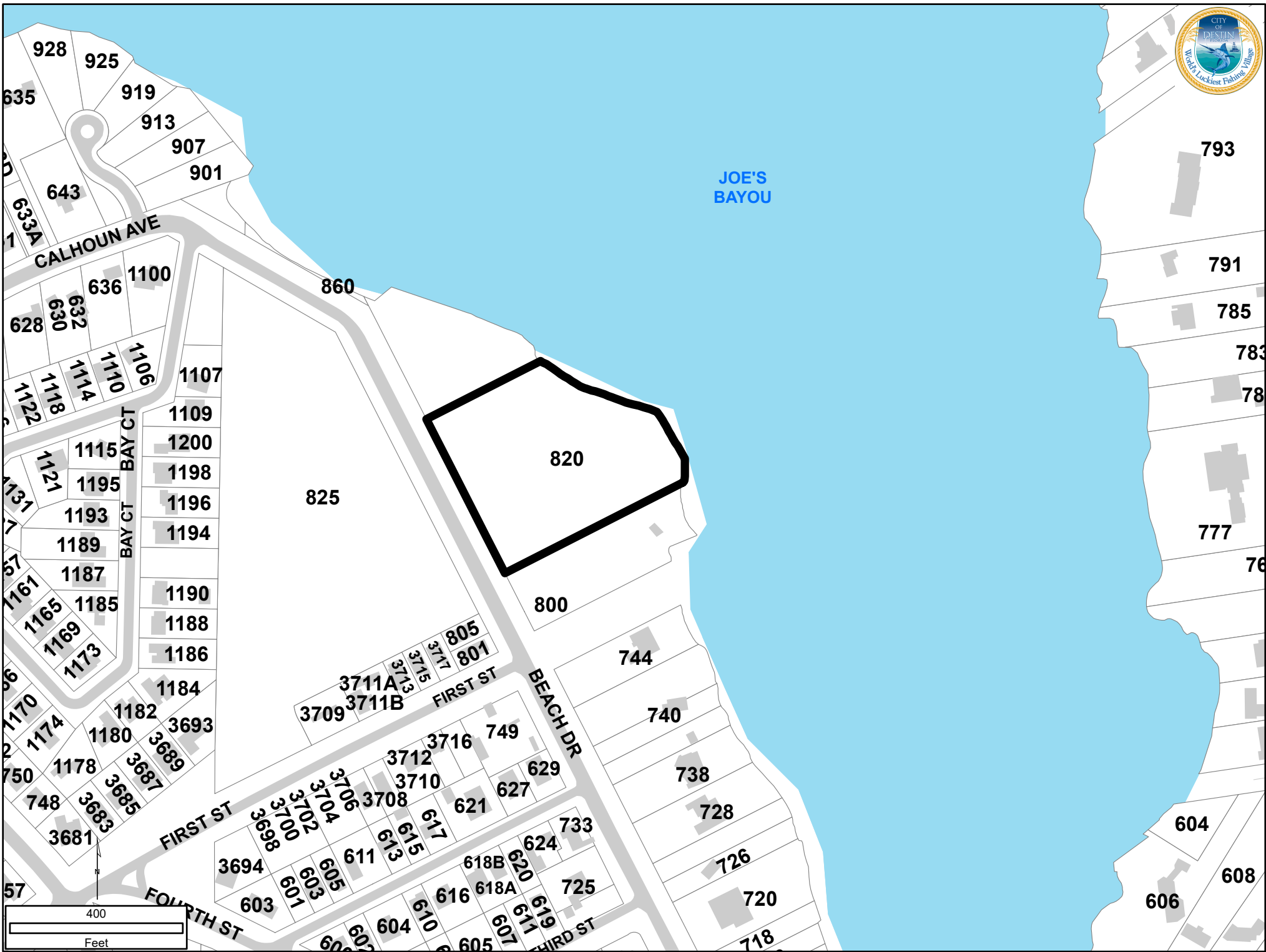
ATTEST:

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 16, 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 19-36-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.

The City Council approved proposed Ordinance 19-36-LC on first reading on December 2, 2019 (with the LPA's recommended changes).

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 adopt Ordinance 19-36-LC on second reading.

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 16, 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: December 10, 2019

SUBJECT: Second 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.

The City Council approved Ordinance 19-37-LC on first reading on December 2, 2019.

- 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 adopt Ordinance 19-37-LC on 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.

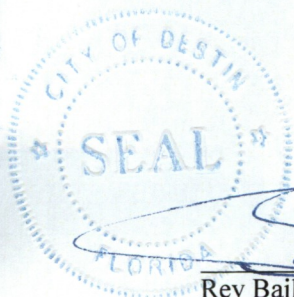
SECTION 7. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity 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 seal of the City of Destin, Florida, is a circular emblem. It features the words "CITY OF DESTIN" around the top inner edge and "FLORIDA" around the bottom inner edge. In the center, the word "SEAL" is prominently displayed. The seal is surrounded by a decorative border.

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 Kopp

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 16, 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: December 10, 2019

SUBJECT: Second 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.

The City Council approved proposed Ordinance 19-38-LC on first reading on December 2,

2019.

- 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 adopt Ordinance 19-38-LC on 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

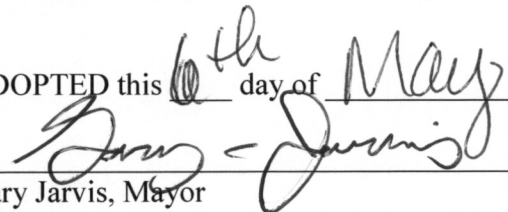
provided by law, and in addition shall pay all costs and expenses incurred in the prosecution of such violation.

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.

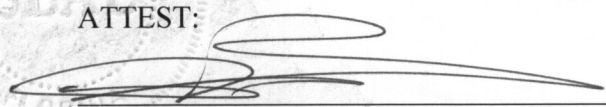
SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity 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.


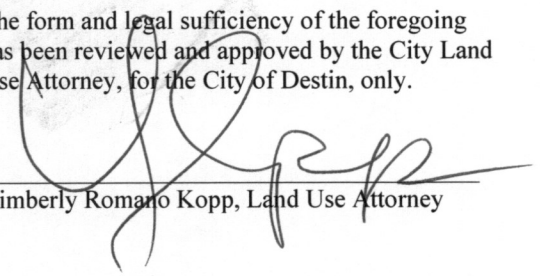
Gary Jarvis, Mayor

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 16, 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: December 10, 2019

SUBJECT: Innerlight Engineering Corporation, on behalf of Legacy Properties of Northwest Florida, LLC is requesting approval of Final Plat for a Major Subdivision identified as "Tuscan Village." The proposed development consists of 86 townhome units. The proposed project is generally located west of Mattie M. Kelly Boulevard, addressed as 500 Mattie M. Kelly Boulevard. The total site area is 7.81 acres, more or less. The preliminary plat and development order were approved by City Council on May 20, 2019.

I. BACKGROUND:

Innerlight Engineering is requesting Final Plat Approval of the Major Subdivision identified as "Tuscan Village". The Development Order and Preliminary Plat was approved by City Council on May 20, 2019.

II. DISCUSSION: The proposed subdivision and development order meet all Local, State and Federal requirements, and has been approved by City Council. The associated Development Order (19-09) was issued on June 24, 2019. The Applicant has requested to bond the remaining infrastructure to be installed, and the submitted Engineer's Cost Estimate for all materials has been approved by the Engineering Division. Prior to receiving any City Building permits, the performance bond and associated documentation will be required to be submitted to the City.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

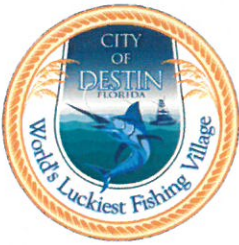
Per, Article 2.19.02(B) of the Land Development Code, the Applicant has

submitted a request for Final Plat Approval from the City Council. All City, State and Federal requirements have been met. Upon approval of the Final Plat, the Applicant will complete all bonding procedures as required by the City.

IV. RECOMMENDED MOTION: I move to approve the Final Plat for the Major Subdivision identified as “Tuscan Village.”

Attachments:

1. 19-09_Tuscan Village_Final DO
2. TUSCAN VILLAGE COST
OPINION OUTSTANDING ITEMS
V2
3. TUSCAN VILLAGE PLAT (V7)



Community Development Department

Office of the Director

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Fax: 850-460-2171 | www.cityofdestin.com

June 24, 2019

Development Order No. 19-09

Final Development Order:

TUSCAN VILLAGE MAJOR DEVIATION TO A DEVELOPMENT ORDER (18-26-SP)

Based upon the City's approval and issuance of this Development Order on June 24, 2019, this document will serve as your Final Development Order, and includes all of the provisions and conditions in the attached Technical Review Committee Report.

Legacy Properties of Northwest Florida, LLC is requesting a Major Deviation to a Development Order and Major Subdivision plat approval. The project consists of 86 townhouses with the associated infrastructure and platting. The site was previously approved for 104 (36 condo and 68 townhouse) dwelling units through the following development orders and deviations:

- DO 04-05 Old Bay Village Major Development Order
- DO 04-17 Old Bay Village Phase II Major Development Order
- DO 05-07 Old Bay Village Phase II, 1st Amendment Minor Deviation
- DO 06-08 Old Bay Village Phase I, 1st Amendment Minor Deviation
- DO 13-02 Old Bay Village Phase II, 2nd Amendment Minor Deviation

The 7.81 acre site is currently platted as Old Bay Village Phase II-A Plat Book 26 Page 30 in the Public Records of Okaloosa County.

DETERMINATIONS:

1. This final development order is in accordance with the approved construction documents, which is inclusive of the site plan, drainage plan, landscape plan, outdoor lighting plan, architectural plans, etc., and dated approved May 20, 2019.
2. All the findings and requirements of the Technical Review Committee report are incorporated herein.

CONDITIONS OF APPROVAL:

1. Pursuant to the City of Destin Land Development Code:

Construction of infrastructure must commence within one (1) year of approval date (date from which the Final Development Order is issued by the Community Development Department) of

the Final Development Order on **June 24, 2019** (no later than **June 24, 2020**), and must be completed as shown on plans approved by the Technical Review Committee.

WARNING: If the applicant/owner has not obtained a building permit(s) for either the construction of infrastructure or construction of the entire project and that construction has not commenced within one (1) year of issuance of the final development order, the final development order will become null and void and the application for development order approval must be re-initiated (Article 2, Section 2.21.00).

NOTE: Construction of infrastructure shall be defined as site work, grading, or other construction activity (not including clearing and grubbing or demolition of existing structures) related to installation of roadways, access drives, parking lots, underground utilities, stormwater or drainage facilities, or building foundations (Article 2, Section 2.21.00).

NOTE: An applicant/owner who desires to extend the twelve (12) month (1 year) deadline for either the construction of infrastructure or construction of the entire project must submit a written request to the Community Development Department, no less than thirty (30) days prior to the expiration of the twelve (12) month deadline to obtain a building permit and commence construction of infrastructure or construction of the entire project. The applicant may receive only one extension, and such extension shall not exceed one year. The applicant /owner should review Article 2, Section 2.21.00, of the Destin Land Development Code for further explanation of the Development Order extension process.

2. If the applicant fully complies with the requirements of Condition No. 1. above, the concurrency capacity allocation status for "Tuscan Village" will be protected. **However, the protected concurrency status will be lost and the application for development order approval must be re-initiated if:**
 - A. Construction permit(s) in association with construction of infrastructure or construction of the entire project are not obtained in accordance with Article 2, Section 2.10.00 of the Land Development Code to maintain concurrency, or
 - B. Construction activity ceases for a period of one (1) year after a building permit for construction of infrastructure or construction of the entire project has been issued so that concurrency is not maintained under Article 6 of the Destin Land Development Code.
3. The applicant must obtain City of Destin permits for the following activities on and off site (these may require appropriate bonding):
 - A. Disturbance of the City's Right-Of-Way (Note: Applicant must obtain the proper ROW permit(s) from the Public Services Department prior to issuance of building permits, unless otherwise exempted by the Public Services Director).



- B. Pavement cuts.
- C. Construction of any kind.
- D. Clearing, grubbing, or demolition.
- E. Paving, grading, drainage, sidewalks.
- F. Signage.
- G. Installation of utilities.
- H. Construction trailers.

4. The following items must be addressed in the appropriate order:

- A. **Prior to the issuance of any City Permit**, a sign must be posted on the subject property notifying the public of the emergency contact information of the person responsible for the project. Refer to section 7.01.02(B) of the Land Development Code for details on the size, location and contents of the sign. Additionally, a posting of emergency contact information sign affidavit must be submitted to the Planning Division prior to the issuance of any permits.
- B. **Prior to the Commencement of Construction**, a permit, with a copy of the demolition plan for the site indicating the location of the Construction Site Screening, must be submitted and approved by the City. Said screening must meet the requirements set forth in Destin Code of Ordinances, Section 6-51 *Screen Criteria*.
- C. **Prior to the issuance of any City Permit**, obtain an Florida Department of Transportation Right-of-Way Construction Permit and submit copy to the Public Services Department.
- D. **Prior to the issuance of any City Permit**, obtain a FDEP NPDES permit and submit a copy to the Public Services Department.
- E. **Prior to the issuance of any City Permit**, a copy of the Northwest Florida Water Management District (NFWFMD) storm water permit and a National Pollution Discharge Elimination System (NPDES) storm water construction generic Permit (if applicable) approval shall be provided.
- F. **Prior to the issuance of a Certificate of Occupancy**, all applicable Impact Fees and other outstanding costs associated with this project that are owed to the City must be paid in full.

Estimated impact fee total: \$150,414.00
- G. **Prior to the issuance of a Certificate of Occupancy**, the site layout, landscaping, outdoor lighting and architectural design must be inspected and approved by the Community Development Department.
- H. **Prior to the issuance of a Certificate of Occupancy**, a Stormwater Operation/Maintenance Plan (SWOMP) approved by the City shall be acknowledged and signed by the Owner.
- I. **Prior to the issuance of a Certificate of Occupancy**, assigned address number for the principal building shall be displayed and clearly visible and legible, preferably reflective, from the street or private way on which the building fronts with Arabic numerals not less than three inches in

height and one-half inch in width. Numbers must be in a color contrasting to the building or other background. Assigned numbers for principal buildings which are not visible from the street or private way shall additionally be displayed at the intersection of the driveway and servicing street, and attached to a post, wall, fence or mailbox at a level to ensure visibility. *Ref. LDC Section 7.18.04.*



Louis Zunguze, MURP
Community Development Director
City of Destin

6-24-19

Date



Mark Murray, Authorized Agent
Innerlight Engineering, Inc.

06.24.2019

Date

TECHNICAL REVIEW COMMITTEE REPORT
TUSCAN VILLAGE
MAJOR DEVIATION TO A DEVELOPMENT ORDER (18-26-SP)
AND MAJOR SUBDIVISION (18-26-MS)

Applicant: Legacy Properties of Northwest Florida, LLC
Agent: Mark Murray and David Smith, Innerlight Engineering Corp.
Location: 500 Mattie M. Kelly Boulevard
Request: 86 unit townhome development and plat
Parcel Size: 7.81 acres, 340,413 square feet
Future Land Use: ROI- Residential, Office and Institutional
Zoning District: ROI-GD - Residential, Office, & Institutional - General Development
Density: 11.01 DU/AC Provided (12 DU/AC Allowed)
Intensity: Not applicable
Application Date: May 14, 2018
Approved Site Plan Date: March 26, 2019

DISCUSSION/FINDINGS

Legacy Properties of Northwest Florida, LLC is requesting a Major Deviation to a Development Order and Major Subdivision plat approval. The project consists of 86 townhouses with the associated infrastructure and platting. The site was previously approved for 104 (36 condo and 68 townhouse) dwelling units through the following development orders and deviations:

- DO 04-05 Old Bay Village Major Development Order
- DO 04-17 Old Bay Village Phase II Major Development Order
- DO 05-07 Old Bay Village Phase II, 1st Amendment Minor Deviation
- DO 06-08 Old Bay Village Phase I, 1st Amendment Minor Deviation
- DO 13-02 Old Bay Village Phase II, 2nd Amendment Minor Deviation

The 7.81 acre site is currently platted as Old Bay Village Phase II-A Plat Book 26 Page 30 in the Public Records of Okaloosa County.

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE

The property has a Future Land Use Map Designation of ROI- Residential, Office and Institutional and a Zoning Designation of ROI-GD - Residential, Office, & Institutional - General Development. The proposed project is consistent with the Comprehensive Plan and Land Development Code (LDC).

LAND USE

Long-term multifamily residential is an allowable use in both the ROI future land use designation and ROI-GD zoning district.

DENSITY

Maximum allowed: 12 dwelling units per acre
Provided: 11.01 dwelling units per acre

HEIGHT

Maximum allowed: 50'4 stories
Provided: 19'5"2 stories

PITCHED ROOF

Minimum required: 60%
Provided: 100%

FLOOR AREA RATIO

Not applicable

SETBACKS

Front minimum: 0 feet
Front provided: 19.93 feet

Side minimum allowed: 0 feet
Side provided: 14.43 feet

Rear minimum allowed: 0 feet
Rear allowed: 10 feet

OPEN SPACE

Minimum required: 25%
Provided: 50.7%

PLATTING

The project is proposing a major subdivision to be processed simultaneously with a major deviation to a development order. The applicant is requesting preliminary plat approval and will seek final plat approval once the infrastructure is complete.

CONCURRENCY MANAGEMENT

Concurrency requirements have been met:

Traffic: The traffic analysis is consistent with the technical methodology outlined in LDC 6.05.05. The modification is a reduction in the committed project trips currently allocated in the Multimodal Transportation District Capacity Table from the previously approved development orders.

Stormwater Management: The City's Stormwater Manager's Designee signed the CEC on May 13, 2019.

Potable Water/Sanitary Sewer: The Field Operation Manager signed the CEC on May 31, 2018.

Solid Waste: The Recycling Coordinator signed the CEC on March 13, 2018.

AIRPORT PROTECTION

As proposed, this project is not affected by nor affects the Destin – Ft. Walton Beach Airport. The applicant has indicated on the development order application that the proposed project is not within the Airport Expansion Area. NOTE: If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level), the applicant must request a variance from the FAA for temporary encroachment into this restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

TRANSPORTATION ANALYSIS

The traffic analysis, dated July 25, 2018, indicates the proposed development is estimated to generate 53 PM peak hour vehicle trips. This is a reduction of 9 committed project trips currently allocated in the Multimodal Transportation District Capacity Table for the previous approved development orders. The analysis is consistent with the technical methodology outlined in LDC 6.05.05 and will be used to assist

the City in determining the overall success of the MMTD as outlined in Comprehensive Plan Policy 12-4.1.8.

RIGHT-OF-WAY DEDICATION

The project does not include any new right-of-way dedication. The 18 foot wide pedestrian walkway easement dedicated to the public with the existing plat is maintained on the new plat.

INGRESS/EGRESS

Vehicular access to the property is provided by a previously constructed 24-foot-wide, two-way accessway from the Mattie M. Kelly Boulevard public ROW.

PEDESTRIAN NETWORK

The project provides a complete pedestrian network as required in LDC 8.09.03.A(6). External sidewalks exist along Mattie M. Kelly Boulevard. A continuous on-site internal sidewalk is provided throughout the development.

PARKING:

Required maximum/minimum vehicle parking spaces: 215/172

Provided vehicle parking spaces: 199

Required minimum bicycle parking spaces: 22

Provided bicycle parking spaces: 22

UTILITIES:

All utilities are required to be underground.

STORMWATER:

The City Stormwater Manager's Designee approved the stormwater plan in a memo dated February 15, 2019.

REFUSE COLLECTION:

Solid waste collection will occur on each individual lot via trash receptacles.

WHITE SANDS ZONE

The proposed project is not located within a White Sands Zone.

LANDSCAPING

Front perimeter/common boundary: Exempt per LDC 12.04.04.B

Interior parking landscape: Minimum requirements met

Buffer zone: Exempt per LDC 12.04.04.D

Preservation and restoration:

Acres of development: 7.81

Reforestation trees required: 79

Preserved trees: 0 tree credits (0 preserved trees)

Required additional trees: 0

Required parking trees: 10

Total required trees: 89

Total trees provided: 146

SIGNS

All signs must comply with the sign code section of the Destin Land Development Code in effect at the time a sign application is submitted.

STATE/FEDERAL PERMITS REQUIRED BEFORE ISSUANCE OF BUILDING PERMIT:

1. A Florida Department of Environmental Protection or Northwest Florida Water Management District permitting is required prior to obtaining a building permit.

IMPACT FEES:

Final impact fee amounts will be determinant upon the gross floor area of the overall development land uses and whether exemption or credits are applicable and reevaluated at the time a Certificate of Occupancy is requested. The impact fees for the proposed project are estimated to be:

18-26 – Tuscan Village						
LAND USE	UNITS	PARK	LIBRARY	POLICE	TRANS.	TOTAL
Residential, 1,500—1,999 sq. ft., per dwelling unit	86	\$399.00	\$133.00	\$19.00	\$1,198.00	
Totals	86	\$34,314.00	\$11,438.00	\$1,634.00	\$103,028.00	\$150,414.00

OTHER FEES: Not applicable.

COMMENTS:

Per Community Development Department:

1. **Prior to the issuance of a Clearing Permit**, a clearing plan must be submitted and approved by the Community Development Department.
2. **Prior to the issuance of a Certificate of Occupancy**, all required parking and related landscaping shall be installed, inspected, and approved by the Engineering and Community Development Departments.
3. If the applicant proposes outdoor lighting in the future, an outdoor lighting plan must be submitted to the Office of Community Development for review and approval.



INNERLIGHT ENGINEERING CORPORATION

11490 Emerald Coast Parkway, Suite 2W
Miramar Beach, Florida 32550
Phone: 850.424.5855

ENGINEER'S COST OPINION

TUSCAN VILLAGE

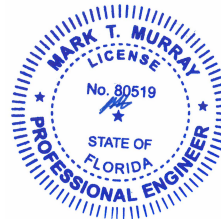
SITE INFRASTRUCTURE - (OUTSTANDING ITEMS)

October 14, 2019

ITEM NO	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
ROADWAY AND SITE WORK					
1	SP 12.5 MM 1" ASPHALT (SECOND LIFT)	TN	234	\$66.26	\$15,504.84
2	5' CONCRETE SIDEWALK	SY	1,696	\$33.54	\$56,883.84
3	SIGNAGE & STRIPING	LS	1	\$1,750.00	\$1,750.00
SUBTOTAL					\$74,138.68
CONSTRUCTION TOTAL:					\$74,138.68
PERFORMANCE BOND:					\$148,277.36

NOTES:

1. THIS COST OPINION IS BASED ON THE TUSCAN VILLAGE PLAN, DATED: 08.19.2019.
2. SINCE ENGINEER HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS, OR EQUIPMENT OR OVER A CONTRACTOR'S(S) METHODS OF DETERMINING PRICES, OR OVER COMPETITIVE BIDDING OR MARKET CONDITIONS, THE OPINIONS OF PROBABLE COST PROVIDED HEREIN ARE MADE ON THE BASIS OF EXPERIENCE AND QUALIFICATIONS AND REPRESENT BEST JUDGMENT AS A DESIGN PROFESSIONAL FAMILIAR WITH THE CONSTRUCTION INDUSTRY, BUT ENGINEER CANNOT AND DOES NOT GUARANTEE THAT PROPOSALS, BIDS, OR THE CONSTRUCTION COSTS WILL NOT VARY FROM OPINIONS OF PROBABLE COST PREPARED BY ENGINEER. IF THE CLIENT WISHES GREATER ASSURANCE AS TO THE CONSTRUCTION COSTS, IT SHALL EMPLOY AN INDEPENDENT COST ESTIMATOR AT ITS OWN EXPENSE.



Digitally
signed by
Mark T.
Murray
Date:
2019.10.16
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-04'00'

SHEET INDEX:

1 - DEDICATIONS, CERTIFICATIONS, DESCRIPTION
2 - BOUNDARY LOCATION INFORMATION

TUSCAN VILLAGE
A REPLAT OF OLD BAY VILLAGE PHASE II-A
AS RECORDED IN PLAT BOOK 26, PAGES 29-30
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
SITUATED IN UNSECTIONALIZED - TOWNSHIP 2 NORTH - RANGE 22 WEST

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT RICHARD MILES WITH LEGACY PROPERTIES OF NORTHWEST FLORIDA, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF FEE SIMPLE TITLE COVERING THE LANDS DESCRIBED IN THIS PLAT OF "TUSCAN VILLAGE" DOES DECLARE THAT IT HAS CAUSED THE SAME TO BE SUBDIVIDED AS SHOWN HEREON AND DOES HEREBY DEDICATE ALL COMMON AREAS TO THE TUSCAN VILLAGE HOMEOWNERS ASSOCIATION, INC. LEGACY PROPERTIES OF NORTHWEST FLORIDA, A FLORIDA LIMITED LIABILITY COMPANY, DOES HEREBY GRANT NON EXCLUSIVE EASEMENT WITHIN THE COMMON AREAS TO VARIOUS UTILITY COMPANIES FOR THE PURPOSE OF INGRESS, EGRESS, INSTALLATION, REPAIR AND MAINTENANCE OF UTILITIES INCLUDING BUT NOT LIMITED TO COX COMMUNICATIONS, GULF POWER, CENTURY LINK AND DESTIN WATER USERS AND DOES HEREBY DEDICATE THE 18 FEET WIDE PEDESTRIAN WALKWAY EASEMENT TO THE PUBLIC.

WITNESS _____

WITNESS _____

RICHARD MILES, MANAGING MEMBER
LEGACY PROPERTIES OF NORTHWEST FLORIDA,
A FLORIDA LIMITED LIABILITY COMPANY
MANAGING MEMBER

ACKNOWLEDGMENT OF DEDICATION:

COUNTY OF _____
STATE OF _____
THIS IF TO CERTIFY THAT ON THE _____ DAY OF _____, 2019, BEFORE ME, RICHARD MILES, MANAGING MEMBER OF LEGACY PROPERTIES OF NORTHWEST FLORIDA, LLC PERSONALLY APPEARED AND WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION AS, OR WHO HAS PRODUCED _____ AS IDENTIFICATION, ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF RICHARD MILES, MANAGING MEMBER OF LEGACY PROPERTIES OF NORTHWEST FLORIDA, LLC.
WITNESS MY HAND AND OFFICIAL SEAL ON THIS _____, DAY OF _____, 2019.

NOTARY PUBLIC, STATE OF FLORIDA

PRINTED NAME

MY COMMISSION EXPIRES: _____

SEAL

JOINDER AND CONSENT TO DEDICATION:

FIRST NATIONAL BANK NORTHWEST FLORIDA, AS HOLDER OF MORTGAGE, LIEN OR OTHER ENCUMBRANCE UPON THE PROPERTY HEREON SUBDIVIDED AS TUSCAN VILLAGE, DOES HEREBY JOIN IN AND CONSENT TO SAID SUBDIVISION AND THE DEDICATION AS SHOWN ABOVE FOR USES AND PURPOSES HEREON SET FORTH.

ANGIE BARGER, PRESIDENT AND CEO

DATE

ACKNOWLEDGMENT TO JOINDER AND CONSENT:

COUNTY OF _____
STATE OF _____
THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2019, BEFORE ME, _____ PERSONALLY APPEARED AND WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION AS, OR WHO HAS PRODUCED _____ AS IDENTIFICATION, ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED.
WITNESS MY HAND AND OFFICIAL SEAL ON THIS _____, DAY OF _____, 2019.

NOTARY PUBLIC, STATE OF FLORIDA

PRINTED NAME

MY COMMISSION EXPIRES: _____

SEAL

TITLE OPINION:

PURSUANT TO CHAPTER 177, F.S., THE UNDERSIGNED ATTORNEY, ABSTRACTOR OR TITLE COMPANY, DULY LICENSED IN THE STATE OF FLORIDA, CERTIFIES THAT TITLE TO LAND(S) DESCRIBED HEREON IS IN THE NAME OF DEDICATORS AND INDICATED HEREIN AND THAT THERE ARE NO UNSATISFIED MORTGAGES RECORDED AS A MATTER OF RECORD EXCEPT AS SHOWN IN THE JOINDER AND CONSENT.

DATE

COMPANY

ATTORNEY AT LAW

NOTE:

PURSUANT TO F.A.C. CHAPTER 177.091(27):
NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PURSUANT TO F.A.C. CHAPTER 177.091(28):
ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION DOES NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION

ALL OF OLD BAY VILLAGE PHASE II-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 26, PAGE 29, AND BEING A REPLAT OF OLD BAY VILLAGE PHASE II, AS RECORDED IN PLAT BOOK 24, PAGES 75 AND 76, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.
AND
ALL OF OLD BAY VILLAGE PHASE II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGE 75, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE:

THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT THIS PLAT WAS PREPARED UNDER HIS DIRECTION AND SUPERVISION, AND THAT THIS PLAT WAS PREPARED IN COMPLIANCE WITH THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING, OF THE FLORIDA STATUTES.

DAVID E. SMITH, P.S.M.
FLORIDA REGISTRATION NUMBER 6432
INNERLIGHT ENGINEERING CORPORATION
11490 EMERALD COAST PARKWAY
MIRAMAR BEACH, FLORIDA 32550
850-424-5855
LB # 7927

DATE

PUBLIC SERVICES DEPARTMENT APPROVAL

CITY OF DESTIN
STATE OF FLORIDA
THIS CERTIFIES THAT THIS PLAT OF "TUSCAN VILLAGE" WAS PRESENTED TO AND APPROVED BY THE PUBLIC SERVICES DEPARTMENT OF THE CITY OF DESTIN, FLORIDA, THIS DAY _____ OF _____, 2019.

TIM PIETENPOL, INTERIM PUBLIC SERVICES DIRECTOR

CITY OF DESTIN APPROVAL:

THE CITY OF DESTIN, HAVING EXAMINED THE WRITTEN PLAT ON THE _____ DAY OF _____, 2019, DOES HEREBY APPROVE THE PLAT FOR RECORDING.

LANCE JOHNSON, CITY MANAGER

REY BAILEY, CITY CLERK

GARY JARVIS, MAYOR

COMMUNITY DEVELOPMENT DEPARTMENT APPROVAL

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO AND APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF DESTIN, FLORIDA, THIS DAY _____ OF _____, 2019.

A. LOUIS ZUNGUZE, COMMUNITY DEVELOPMENT DIRECTOR

TAX COLLECTOR'S CERTIFICATE

OKALOOSA COUNTY
STATE OF FLORIDA
I, BEN ANDERSON, DO HEREBY CERTIFY THAT THE TAXES HAVE BEEN PAID FOR THE TAX YEAR _____ FOR THE PROPERTY DESCRIBED HEREON TO THE BEST OF MY KNOWLEDGE, AS OF THIS _____ DAY OF _____, 2019.

BEN ANDERSON, TAX COLLECTOR
OF OKALOOSA COUNTY, FLORIDA

COUNTY CLERK'S CERTIFICATE OF RECORDING

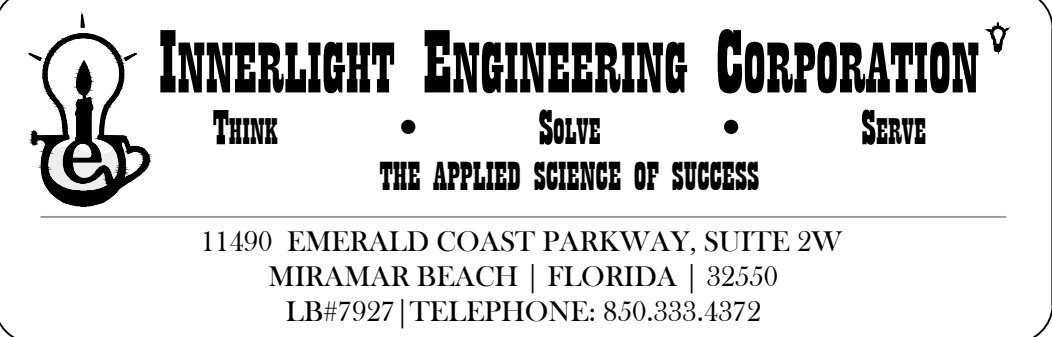
OKALOOSA COUNTY
STATE OF FLORIDA
I, J.D. PEACOCK II, CLERK OF THE CIRCUIT COURT, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2019, IN PLAT BOOK _____, PAGE _____.

J.D. PEACOCK II, CLERK OF CIRCUIT COURT

CITY SURVEYOR'S CERTIFICATE

CITY OF DESTIN
STATE OF FLORIDA
THIS IS TO CERTIFY THAT THIS PLAT WAS REVIEWED BY THE CITY SURVEYOR OF DESTIN, FLORIDA, AND MEETS THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES AND WAS APPROVED BY HIM ON THE _____ DAY OF _____, 2019.

ERIC B. STUART - PSM# 6707



TUSCAN VILLAGE

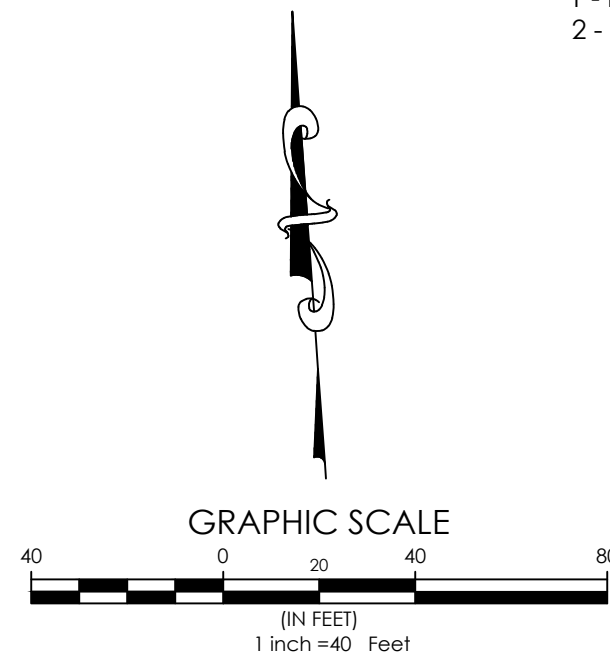
TUSCAN VILLAGE

A REPLAT OF OLD BAY VILLAGE PHASE II-A
AS RECORDED IN PLAT BOOK 26, PAGES 29-30
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
SITUATED IN UNSECTIONALIZED - TOWNSHIP 2 NORTH - RANGE 22 WEST

PLAT BOOK _____, PAGE _____.

SHEET INDEX:

1 - DEDICATIONS, CERTIFICATIONS, DESCRIPTION
2 - BOUNDARY LOCATION INFORMATION



LEGEND

- FOUND 4X4 CONCRETE MONUMENT
- FOUND CAPPED IRON PIN
- PERMANENT REFERENCE MONUMENT (P.R.M.)
SET 1/2" CAPPED IRON PIN (PRM LB 7927)

ABBREVIATIONS

R/W	RIGHT-OF-WAY	NAD83	NORTH AMERICAN DATUM 1983
N	NORTH	DNR	DEPARTMENT OF NATURAL RESOURCES
S	SOUTH	ORB	OFFICIAL RECORD BOOK
E	EAST	PG	PAGE
W	WEST	ELEV / EL	ELEVATION
SQ. FT.	SQUARE FEET	(R)	RECORD DIMENSION
AC.	ACRES	°	DEGREES WHEN USED IN A BEARING OR ANGLE
L1	LINE & NUMBER TO LINE TABLE	'	MINUTES WHEN USED IN A BEARING OR ANGLE
C1	CURVE & NUMBER TO CURVE TABLE	"	SECONDS WHEN USED IN A BEARING OR ANGLE
LB	LICENSED BUSINESS	'	FEET OR DECIMAL THEREOF WHEN USED IN A
#	NUMBER		DIMENSION
ID	IDENTIFICATION	"	INCHES WHEN USED IN A DIMENSION
NGVD29	NATIONAL GEODETIC VERTICAL DATUM 1929	±	MORE OR LESS

GENERAL NOTES

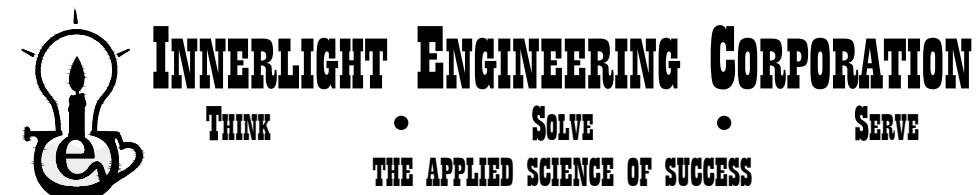
- THIS PLAT IS BASED UPON A BOUNDARY SURVEY BY THIS FIRM AND WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
- SOURCES OF INFORMATION RELIED UPON FOR THE PREPARATION OF THIS PLAT INCLUDES THE FOLLOWING: FIELD RECOVERED MONUMENTATION, PLATS, DEEDS, AND OTHER DOCUMENTATION AS NOTED HEREON.
- NORTH AND THE BEARINGS DEPICTED HEREON ARE BASED UPON THE STATE PLANE COORDINATE SYSTEM - FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83).
- ALL LOT LINES DEPICTED HEREON ARE NON-RADIAL (N.R.) UNLESS OTHERWISE NOTED.
- ALL LOTS HAVE A BLANKET EASEMENT FOR UTILITIES, INCLUDING BUT NOT LIMITED TO ELECTRIC, WATER, SEWER, GAS AND CABLE.

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	4.19'	S87° 06' 56"E
L3	12.27'	S68° 04' 51"E
L6	126.17'	S63° 09' 26"E
L8	91.52'	S67° 14' 13"E
L10	59.42'	S82° 36' 32"E
L12	29.11'	S61° 51' 10"E
L14	30.77'	N82° 53' 45"E
L16	12.24'	S87° 08' 44"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	18.61'	56.00'	19°02'09"	S77° 35' 53"E	18.52'
C2	36.98'	194.00'	10°55'14"	S62° 37' 16"E	36.92'
C3	10.33'	74.00'	7°59'49"	S61° 09' 33"E	10.32'
C4	43.34'	1194.00'	2°04'47"	S66° 11' 49"E	43.34'
C5	25.22'	94.00'	15°22'11"	S74° 55' 22"E	25.14'
C6	22.10'	61.00'	20°45'31"	S72° 13' 51"E	21.98'
C7	34.45'	56.00'	35°14'52"	S79° 28' 43"E	33.91'
C8	10.60'	61.00'	9°57'34"	N87° 52' 30"E	10.59'



11490 EMERALD COAST PARKWAY, SUITE 2W
MIRAMAR BEACH | FLORIDA | 32550
LB#7927 | TELEPHONE: 850.333.4372

TUSCAN VILLAGE

PLAT BOOK _____, PAGE _____.

SHEET 2 OF 2

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 16, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Draft Minutes of Standing Committees/Board Meetings

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. 11-25-19HB

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MINUTES

HARBOR AND WATERWAYS BOARD MEETING DESTIN CITY HALL 5:00 P.M. – NOVEMBER 25, 2019

1. CALL TO ORDER:

Chairman Trammell called the Destin Harbor and Waterways Board meeting to order at approximately 5:00 p.m. on Monday, November 25, 2019 at Destin City Hall.

2. ROLL CALL:

Member Present:

Matt Trammell
Richard Hoey
Guy Tadlock
Jim Green
Casey Jones
Quinten Selby

Members Absent

Bill McKissick

Staff:

Kim Montgomery, Deputy City Clerk
Traci Goodheart, Planner
Lauren Witt, Planning Manager
Louis Zunguze, Community Dev. Dir.
Kyle Bauman, City Attorney

3. APPROVAL OF MINUTES: September 23, 2019

Board member Green moved to approve of the September 23, 2019 minutes as written with Board member Jones providing the second; the motion passes with a 6-0 vote.

4. PUBLIC COMMENT: None

5. NEW BUSINESS:

❖ 3917 Indian Trail

Ms. Goodhart explained this is an after-the-fact permit by Mr. Chuck Lobello. She added that staff discovered and issued a stop work however, the work had already been completed. She explained the project includes 79± of dock, a boatslip with one 3' x 32' catwalk and one boatlift. Adding that the dock does not exceed the maximum length of 147 linear feet per code, the request is located on Choctawhatchee Bay and the total footprint of the project being just under 1,000 square feet.

Mrs. Goodhart also explained the permit meets all the requirements of the Land Development Code, both FDEP and the ACOE permits have been received, the dock meets the 25-foot riparian setback requirements, and staff recommends the approval of the after-the-fact request.

The Chairman spoke of how he met with staff last week regarding this ongoing problem of after-the-fact work and currently, there are no punitive fines that can be assessed against the

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contractor for these types of cases. However, that is something that staff is working on for the future.

Board member Hoey moved for the Harbor and Waterways Board to recommend City Council approve the single family marine construction permit for the project located at 3917 Indian Trail; for the construction of 79± of dock, a boatslip with one 3'x32' catwalk and one boatlift subject to the permit requirements; with Board member Jones providing the second.

Board member Hoey pointed out that looking at the riparian lines for the dock on the drawings, the riparian lines should actually be perpendicular to the shoreline. Adding that even though there is still plenty of room on the lot and no issues with the setbacks. He then asked staff if the adjacent property owners were notified.

According to Mrs. Goodhart, abutter notification letters were sent out to the adjacent property owners and there are no objections from either owner.

With no further discussion, the Chairman called for the vote and the motion passed 6-0.

6. OLD BUSINESS: None

7. STAFF PRESENTATIONS:

❖ Marine Construction Review Process

➤ Purpose – Article 4.06.02, Land Development Code:

To monitor the conditions of, and to assess the impact growth and development have on the tidally influenced waters within and surrounding the City of Destin.

• Powers – Article 4.06.03, Land Development Code:

○ Regulations and Prohibitions – Article 11.05.00, Marina Siting in addition to the Permitting Procedures, Article 11.05.02, Land Development Code

• Harbor and Waterways Board Article 4.06.03, City Land Development Code:

○ Inventory all existing and potential sources of pollution and determine the relative contribution to the water quality of the Harbor and waterways of Destin.

○ Monitor the overall condition of the Harbor and waterways, to include but not limited to, water depths, water quality, dredging activities, etc.

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- Recommend a current comprehensive plan for future growth and restoration of the Harbor and waterways. Review of public and private studies and recommendations of merit by the board are encouraged.
- Consult with City Boards and departments, the regional planning council and water management district for planning and performance purposes.
- Recommend to City Council needed actions respecting compliance with assurance programs by any governmental agency
- Recommend funding programs, securing grants or other public or private application funding.
- Recommend the purchase, lease, or other acquisition of real or personal property and disposal thereof.
- **Community Development Department Internal Review Process for Marine Construction Permits (MCP):**
 - Receive MCP Permit and Harbor Board Application
 - Marine Construction Permit and Harbor Board Application
 - LDC, 11.05.01.A – Requires a permit to construct or add to an existing dock, seawall, bulkhead, mooring or piling, modify an existing submerged land lease, or conduct dredge or fill operations
 - LDC, 11.05.01.B - Boat lift or pilings within an existing “legal and conforming” boat slip does not require the review of the Harbor and Waterways Board or the City Council. A copy of the U.S. Army Corps of Engineers permit, DEP permit, and a homeowner's association approval (if applicable) shall accompany a completed application for a building permit, provided no additional slips are created.
 - Building Division Reviews MCP Permit
 - Building Division Review (< 1-week review time)
 - Review for Florida Building Code Compliance:
 - Dock Construction
 - Construction Materials
 - Structural Loads
 - Planning Division Reviews MCP Permit – (1-week review time)
 - Ordinance 197 Abolished the Harbor Master Department and transferred responsibility to Planning and Zoning
 - Review proposed dock location within City limits (LDC, 11.05.01.F; 11.05.01.M.1; 11.05.01.Q)
 - Review riparian setbacks (LDC, 11.05.01.S)

DRAFT

- Review slip density (LDC, 11.05.01.N)
- Review Federal and/or State permits (LDC, 11.05.02.C)
- Abutter Notifications
 - Notify adjacent property owners and owners of property on the opposing shore
 - LDC, 11.05.01.S - No dock or vessel shall be placed within the 25-foot setback of a property line without providing prior written notification to the adjoining landowners and requesting their response. Any objections received from the adjoining property owners will be considered by the Harbor and Waterways Board in their recommendations to the City Council.
 - LDC 11.05.02.K - In water bodies of less than 100 feet in width, owners of property on the opposing shore to the proposed construction shall be provided with written notification of the proposed construction. Any objections received will be provided to the Harbor and Waterways Board and the City Council.
- MCP Presented to the Harbor Board
 - Harbor and Waterways Board (1-month review time)
 - LDC, 11.05.02.F - The Harbor and Waterways Board shall review all timely received applications at the next regularly scheduled Harbor and Waterways Board meeting. The City Council shall take final action on the application within 30 days of receipt of all state and federal permits and the Board's recommendation.
- MCP presented to City Council
 - City Council (2-month review time)
 - LDC, 11.05.02.F - The Harbor and Waterways Board shall review all timely received applications at the next regularly scheduled Harbor and Waterways Board meeting. The City Council shall take final action on the application within 30 days of receipt of all state and federal permits and the Board's recommendation.
- Timeline Comparison for Internal Permit Review Process:
 - *MCP that requires Harbor Board Approval*
→MCP Dock Review →Harbor Board Approval →City Council Approval
→Average time for review – **3 Months**
 - *MCP that requires Staff Review Only*
→Internal Permit Review →Staff Approval →Permit Issued
→Average time for review – **3-weeks**

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➤ ***Submittal Requirements for MCP and Harbor Board Application, Article 11.05.00 – Marina Siting, LDC:***

- ***Issue*** – Currently, the submittal requirements for MCP and Harbor Board Application do not include enough detail (*Article 11.02.02 (J)*).

Plans shall include scaled drawings, prepared and certified by a land surveyor or architect, if requested by the Harbor and Waterways Board at the public hearing, and said plans shall include at a minimum:

1. Accurate measurements for depth and width in several locations in the vicinity of the proposed dock.
2. Channels, shoals, obstructions, docks, markers, and proposed improvements.
3. Accurate location of the applicant's shoreline, and the opposing shoreline with corresponding measurements.
2. Riparian lines
3. And any other site-specific information, deemed necessary for review.

- ***Staff recommendation*** – Amend Article 11.05.02(J), removing language “if requested” and to include the following additional site plan requirements:

- Location of the mean high-water line
- Linear feet of water frontage
- Riparian Setbacks (i.e., 25’ from adjacent property lines)
- Opposing shoreline distance, if applicable. Additionally, the Harbor Board and MCP applications should be revised to list all site plan requirements.

- ***Harbor Board Review - Article 11.05.00 – Marina Siting, LDC***

- ***Issue*** – currently, there is NO policy language governing upland cuts in 11.05.02, Land Development Code. This could negatively impact adjacent property rights (i.e., riparian rights, encroachment, etc.)

- ***Staff recommendation*** – Amend Article 11.05.02 of the LDC to include policy language for submittal requirements and review of upland cuts, to include:

- Boundary survey and scaled drawings
- A minimum side setback of 7.5’ apply to upland cuts
- Upland cuts require Harbor Board review, must be allowed in the designated zoning district, (currently only applies to Holiday Isle) and all federal and state permits submitted.

➤ **Timeline Comparison for Internal Permit Review Process (same as above):**

- ***MCP that requires Harbor Board Approval***

→MCP Dock Review →Harbor Board Approval →City Council Approval

→Average time for review – **3 Months**

- ***MCP that requires Staff Review Only***

→Internal Permit Review →Staff Approval →Permit Issued

DRAFT

→ Average time for review – **3-weeks**

- **Harbor Board Review - Article 11.05.00 – Marina Siting, LDC**
 - **Issue** – Currently, the Harbor Board reviews new docks, boathouses, and boatlifts. However, new single-family dock permits that meet City Land Development requirements take an average of 3 months for approval.
 - **Staff Recommendation** – Amend Article 11.05.01 (B), to establish a threshold for permit applications that are reviewed by the Harbor Board, to include:
 1. **All commercial docks, marinas, upland cuts, and proposed new single-family projects of 1000 sq. ft or more.**
 2. **The recommendation helps to expedite single-family dock permits that are under 1000 sq. ft. and meet the City’s LDC requirements.**

Summarization of Staff’s Recommendations:

- **Marina Siting LDC, 11.05.00**
 - Minor changes, rearrange code placement, and consolidate
 - Amend Article 11.05.02 (J), removing language “*if requested*” making scaled drawings a submittal requirement for all MCP permits, and to include additional site plan requirements:
 - a) Location of the mean-high water line
 - b) Linear feet of water frontage
 - c) Riparian Setbacks (i.e., 25’ from adjacent property lines)
 - d) Opposing shoreline distance, if applicable
 - Amend Article 11.05.01 (B), establishing a threshold for Harbor Board review
 - a) Commercial docks, marinas, and proposed new single-family docks 1,000 sq. ft or more. This recommendation is to expedite single-family dock permitting.
 - Add language to Article 11.05.02, LDC for submittal requirements and review of upland cuts to include:
 - a) Boundary survey and scaled drawings
 - b) Minimum 7.5’ side set back requirement
 - c) Amend Article 11, to include site plan requirements
- **Harbor Board Application and Marine Construction Permit**
 - Add additional language outlining specific requirements for submitted site plans to both the marine construction permit requirements and the application so the applicant can understand what is required.

Motion by Committee member Green, second by Committee member Jones to recommend the amendment to the Land Development Code, Section 11.05.02(J) removing language “*if requested*” making scaled drawings a submittal requirement for all Marine Construction Permits and to include additional site plan requirements:

- a) **Location of the mean-high water line**

DRAFT

- b) **Linear feet of water frontage**
- c) **Riparian Setbacks (i.e., 25' from adjacent property lines)**
- d) **Opposing shoreline distance, if applicable**

The members discussed the drawings and what form they should be submitted. Mr. Zunguze mentioned that the most challenges his staff has is the dimensions are not scalable and feels that if they add that language, it would help.

Board member Tadlock provided an amendment to the motion to include a scalable boundary and/or plat drawing to the requirements. With Board members Green and Jones agreeing to the amended motion. The motion passed with a 6-0 vote for approval.

Motion by Board member Green to amend Article 11.05.01 (B), to establish a threshold for Harbor Board review commercial docks, marinas, and proposed new single-family docks of 1000 sq. ft or more. This recommendation is to expedite single-family dock permitting; with Board member Jones providing the second.

In discussion, Chairman Trammell asked to amend the motion to add the language, **“or structures located within sensitive areas where objections have been received; or cases with potential riparian issues, concerns or conflicts.”** Board members Green and Jones agreed to amended motion. The motion passed with a 6-0 vote for approval.

Motion by Board member Green, second by Board member Jones to add language to 11.05.02 of the LDC for submittal requirements and review of upland cuts to include:

- a) **Boundary survey and scaled drawings**
- b) **Minimum 7.5' side set back requirement**
- c) **Amend Article 11, to include site plan requirements**

The Chairman pointed out that right now, they are just making recommendations for staff and if there is anything else that may come up; staff will bring it forward for them to review.

Board member Tadlock asked of canals would be included because the 7.5 setbacks may cause a problem with Holiday Isle. Board member Green pointed out that this is only for new construction and not existing structures. Board member Tadlock also asked what kind of handicap would this put on a property owner that may want to have something vertical built. According to the Chairman this is proposed for new construction only and the owner could go through the Board of Adjustment process.

The City Attorney agreed that potentially there could be certain procedures where they may be afforded relief; depending on the circumstance.

DRAFT

With no further discussion, the Chairman called for the vote and **the motion passed with a 6-0 vote.**

Board member Green asked staff how the board for board within the same footprint is covered. According to Mrs. Goodhart, the way the code reads is, any replacement of a boatlift or a board-for-board, without the Harbor Board approval, may be done as long as an application is submitted for a permit.

Board member Tadlock asked, by definition, what is a board-for-board permit. According to Mr. Zunguze, that is a question that should be answered by the Building Official and he will get with her and provide the information to them.

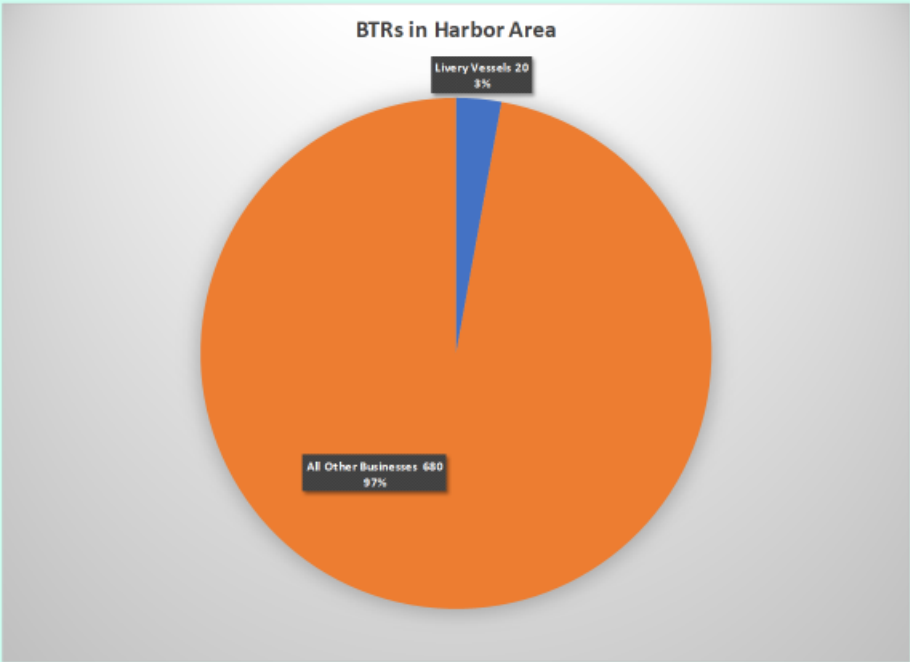
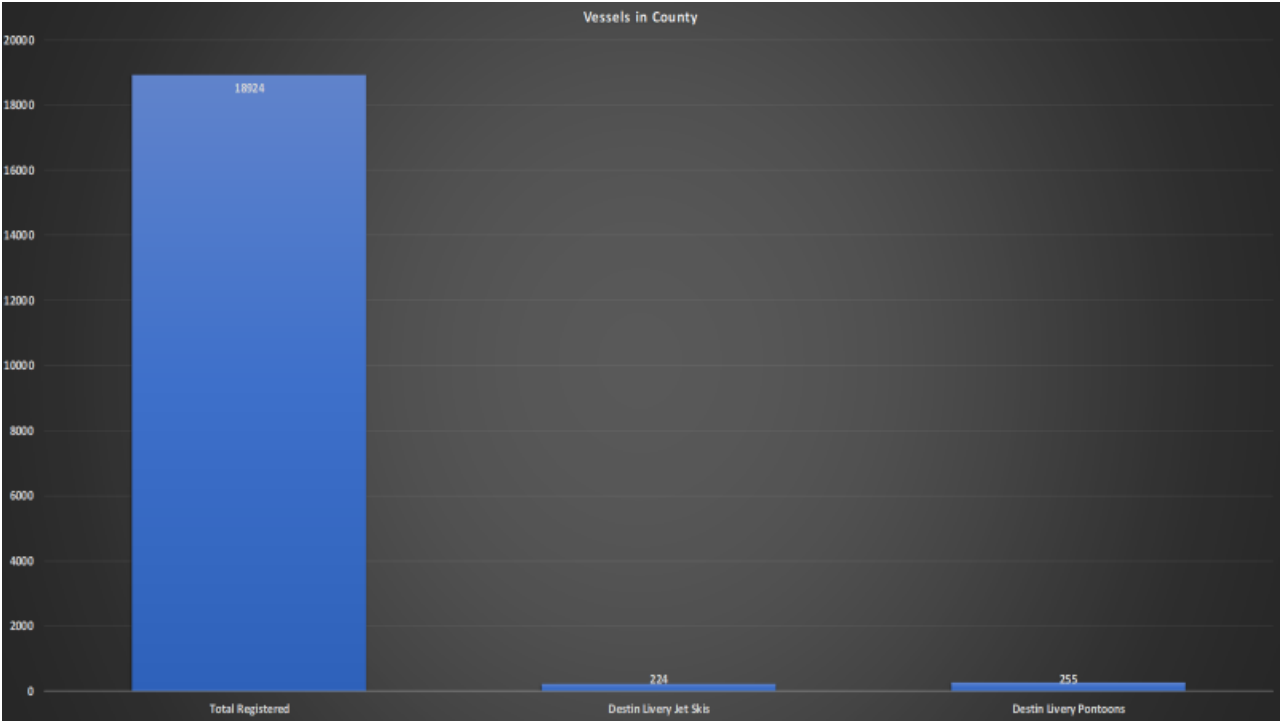
Board member Tadlock spoke of instances in the past on Holiday Isle where projects were supposed to be board-for-board but when it was finished; it was discovered to have higher pilings or vinyl placed in front of a old wooden seawall; which to him, is not a board-for-board project. Or a jet ski lift that ends up having a dock.

❖ Harbor Review – Joey Forgione, Code Compliance Manager

Mr. Forgione provided the members with the status of this summer's Code Compliance Report in a Power Point Presentation.

City of Destin Code Compliance Harbor Review







Livery Vessels By Type

2018

18 Businesses

245 Pontoons

169 Jet Skis

Registration Fees- \$28,500

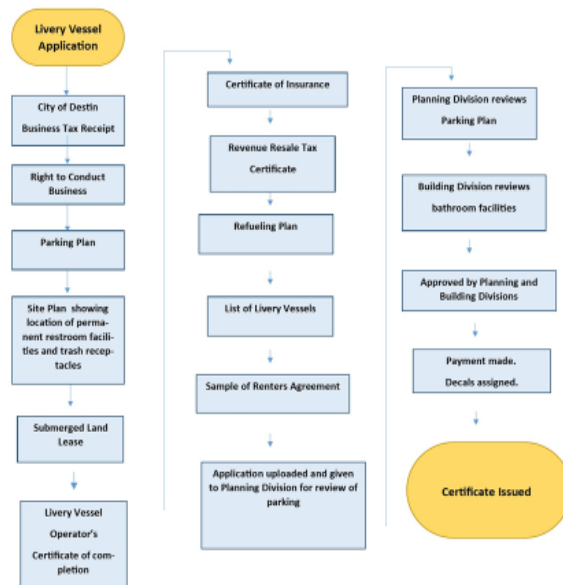
2019

20 Businesses

255 Pontoons

224 Jet Skis

Registration Fees- \$30,125



DRAFT

LIVERY REGISTRATION PROCESS

- Obtains a Current BTR
- Turns in a Completed Application
- Code ensures Application is Completed
- Code Uploads Application Packet into the City's Data Base
- Code Forwards Application to Planning
- Planning Reviews Parking & Zoning
- Planning then Forwards to Building Division
- Building Division Reviews Bathrooms & Trash receptacles
- Building Forwards Approved or Denied Application to Code
- Code Contacts Company with Findings
- Approved Company pays For Registration
- Code issues Certificate to Operate
- Code issues Registration Stickers
- Code then Inspects placement of Stickers

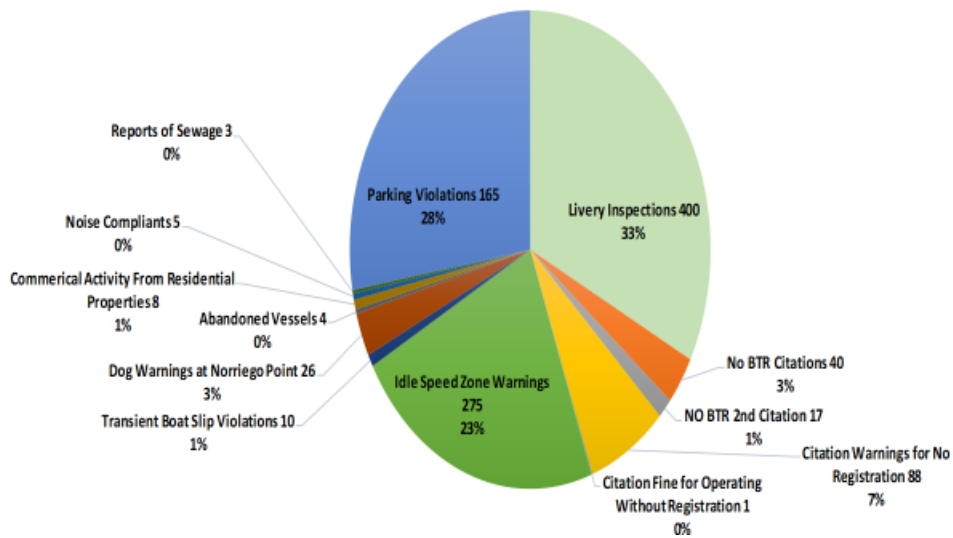
Harbor Waterways Enforcement

2018

0

DRAFT

2019 Enforcement
Harbor Water Ways
Total Activities 1029



Harbor Citations Compliance Rate

Monetary Citations Issued
1



99.8 Percent

DRAFT

Challenges

- *Identify Cars Parked in Spaces Belong to Business
 - *Mark each parking space for which business on Property
 - * Mark each Parking for what business on Shared Parking agreements
- *Moving Targets
 - *Do not have the Statutorily Powers to pull over vessels
- *Vessels Rentals from Outside of City's Jurisdiction coming into Destin Waterways
- *Privately Owned Vessels Coming into Waterways
- *Capt. Vessels Rentals Do Not Registers
- *Manpower

Items Noted for Next Season

- *Follow through with Last Power Points Items Noted
 - *Quality of Submittal
 - *Quality of Review
 - *Review ALL Business on Property for Total Count
- *Engineer Parking Drawings Submitted from Property Owner
- *Engineer Fuel Plans
- *Signs Marked for Parking Spaces with Times (All Business)
- *Register Captained Pontoons
- * Not Allowing Storage of Excess Inventory on Property

The Chairman spoke of the fees involved when someone adds 10 more pontoon boats for a business on the harbor; they would have to pay \$420.00 per boat for the water quality fee and \$200.00 per additional jet ski to the State; which should come directly back to the city. Adding that he wants assurance that those funds are being distributed to the city from FDEP. Also, in regards to No Wake Zones, he asked how staff is working on modifying the Code so it can be enforced.

DRAFT

According to Mr. Forgione, how the State Statutes read, something that is horrendous and irreversible, such as graffiti, a citation can be issued by staff. But normally, with the BTR's; right now, all they can do is issue warnings. But with non-registered livery vessels, they'll issue citations to the owners that don't want to properly register.

The Chairman asked for verification that the 2019 Livery Vessel registration, by type, is \$30k and if that is reoccurring every year. According to Mr. Forgione, it is reoccurring every year. The Chairman then asked is the fee per pontoon and jet ski. According to Mr. Forgione, its now \$100.00; making that increase approximately \$40k.

Board member Green thanked the staff for their hard work and the show of force that they have taken on this past year and noted the challenges they are experiencing with the lack of manpower. He asked Mr. Forgione if they would like a motion of support for additional staff. Mr. Forgione explained to the members how he plans to schedule the current staffing levels and how additional staff would help; if approved.

There was a discussion regarding the vessel storage issues and how it's already in the Code that they're not allowed to be used as such. As well as the businesses that are using their vessels as advertising for the businesses and how staff is working those violations in conjunction with the businesses parking requirements.

The members and staff also briefly discussed the health of the water in the harbor and protentional sites for stormwater runoff that may need to be addressed. Mr. Forgione informed the members that there are two harbor cleanups scheduled for 2020. One in February and a big one on Earth Day.

Motion to recommend City Council to allow the Code Compliance Department to hire two more fulltime individuals for the upcoming 2020 year. Board member Tadlock provided the second. A roll call vote of 6-0 was taken and the motion passed.

8. MEMBER REPORTS:
None

9. COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR'S REPORT:

❖ Meeting Packet Distribution

Mr. Zunguze and Mrs. Witt informed the members of the new procedure that is coming forward regarding how they will start receiving their digital packets through the Civic Clerk software system.

DRAFT

The City Attorney informed the members that they will all be getting individual email addresses for them to do all of their city business through, to keep them in line with the Florida Sunshine Law.

❖ Harbor Capacity Study Status

Mr. Zunguze informed that he has a meeting coming up next week with the Army Corp of Engineers regarding the Harbor Capacity Study and the funding concerns since the funds have still not been released by the Federal Government.

10. MEETING DATES: January 27, 2020

Motion to hold the next Harbor & Waterways Board meeting on January 27, 2020 was made by Board member Green and seconded by Bandmember Jones. The motion passed with a 6-0 vote.

ADJOURNMENT:

With there being no further discussion, the meeting adjourned at 6:50 p.m.

Adopted and approved this _____ day of _____ 2019.

Matt Trammell, Chairman

Kim Montgomery, Deputy City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 16, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Lisa Firth, Parks & Rec Director

DATE: December 9, 2019

SUBJECT: 2019 New Year's Eve Harbor Boardwalk Special Event Co-Sponsorship

I. BACKGROUND: For the past several years residents and visitors have celebrated New Year's Eve on the harbor boardwalk. Part of this celebration has included a ball-drop at midnight which starts on the north side of the harbor, traverses across the harbor and terminates on the south-side of the harbor at midnight. Staff would like Council to consider co-sponsoring the New Year's Eve celebration along the harbor boardwalk which would allow the "ball" to terminate on Norriego Point Park. As with other co-sponsorships the City would require the primary sponsor, in this case Harbor Walk, to provide the City with an executed Hold Harmless agreement and Certificate of Insurance naming the City of Destin as "Additionally Insured." As with other co-sponsored special events the primary sponsor would be responsible for returning the park property to the condition it was in before the event. This event has become a tradition amongst many residents and visitors over the years and attracts business into the Harbor District.

II. DISCUSSION: The City of Destin would like to approve the 2019 New Year's Eve Harbor Boardwalk Special Event.

A. Link to Strategic Goals / Objectives: Enhanced Quality of life: Co-Sponsor with Community Partners to give our Stakeholders a Safe, Fun experience on our Famous Harbor. Happy New Year To All!!!

B. Effect on Budget (EOB): The City would not expend any funds on this special event.

C. Level of Service (LOS):

This event has become a tradition that hundreds of residents and visitors participate in annually. The event benefits the entire Harbor District and has a significant economic impact for harbor based businesses.

III. CONCLUSION: I would ask that the Council approve the City to Co-Sponsor the New Year's Eve celebration at the Destin Harbor again this year.

IV. RECOMMENDED MOTION: I would like for the Council to approve the City to co-sponsors the New Year's Eve special event in the Harbor District and authorize the City Manager to issue a park permit for the event. All Documents are attached.

Attachments:

1. Ball Drop Event Permit 2019
2. Ball Drop Hold Harmless Agreement
2019
3. Ball Drop Liability Insurance 2019
4. Ball Drop Map 2019

EVENT PERMIT

Name of Non-Profit Organization: HarborWalk

Event: 2019 New Year's Eve Ball Drop

Address of Organization: 34 Harbor Boulevard, Destin, Florida 32541:

Telephone of Organization: 850-865-5050

Email: gfeatherston@emeraldgrande.com

Name of Authorized Agent of Organization : Greg Featherston

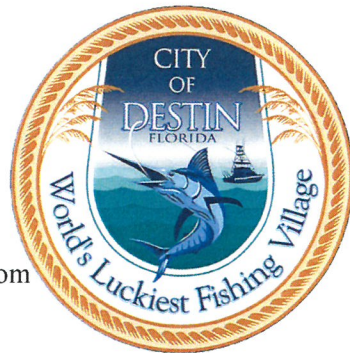
Onsite Contact Person in-charge: Greg Featherston

Onsite contact telephone: 850-865-5050

Will there be music? Yes/No Live and Recorded music. Live

Use of Electric: NO

Use of Water: NO



Date(s) and hours of event (including setup): December 31, 2019, 9:00 a.m. to 12:00 Midnight

Estimated number of attendees: 3,000

Specific facility/facilities reserving: Emerald Grande to Norriego Point over HarborWalk Village

Special Equipment to be used: Custon lighted Ball, special high tensil strength line, small excavator (bobcat) as anchor

****Please attach a schedule & set-up document ****

Contingencies: This permit has been issued contingent on the Organizer's compliance with all items listed in *Exhibit 1* which is attached. Failure to comply with any of these requirements will render this permit null and void.

APPROVAL:

Signature of Authorized City of Destin Representative

Date

EXHIBIT 1

EVENT PERMIT

ALL required documentation listed below and payments, if any, must be included with your application prior to any permit being approved and issued by the City.

- I. Approved site plan and map of event layout. (Attach to application)
- II. ~~Application fee (\$50 per day + \$5 per concession per day, including set up days). CITY COSPONSORED EVENT~~
- III. Hold Harmless Agreement Indemnifying the City. (Attach to application)
- IV. ~~\$500 (minimum) Cleaning/Repair Deposit (unused portion will be refunded by City after 30 days). CITY COSPONSORED EVENT~~
- V. Assurance of adequate number of public restrooms meeting ADA requirements provided at the event. Event organizer is responsible for paying the cost of required portable restrooms and permit fees if required.
- VI. Assurance of appropriate provisions for garbage and litter control and cleanup during and after the event. Event organizer is responsible for paying the cost of required trash receptacles and trash disposal.
- VII. Assurance of restoration of all grounds and facilities to the pre-event condition or better. Event organizer is responsible for the costs associated with restoring the facility to pre-event conditions.
- VIII. Assurance of appropriate provisions for police, fire, and first aid presence and access. Event organizer is responsible for the cost of providing required emergency services personnel during the event.
- IX. Point of contact (name and number) of organizational officer who may be reached at any time during the entire course of the event.
- X. **Certificate of Insurance naming the City as an Additional Insured reflecting general liability coverage of not less than \$1,000,000.00.**
- XI. Any other terms or conditions or assurances required by the City as necessary to protect the public safety and welfare and ensure adequate traffic and noise control, street and property maintenance. [OBTAIN ALL REQUIRED PERMISSIONS, PERMITS and LICENSE REQUIRED FOR SUCH AN EVENT.]
- XII. ~~User will be required to pay \$20.00 per hour, per City employee, who is required to work other than normal hours of operation (9 a.m. to 5 p.m. Monday through Friday or \$30.00 per hour for weekends or holidays). CITY COSPONSORED EVENT~~



HOLD HARMLESS AGREEMENT

HarborWalk LLC agrees to indemnify and hold harmless the City of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the City of Destin may suffer as a result of claims, demands, costs or judgments against it arising from the New Years Eve Ball Drop to be held on December 31, 2019

In addition, the HarborWalk LLC agrees to provide the City of Destin a Certificate of Insurance naming the City as an Additional Insured reflecting general liability coverage of not less than \$1,000,000 .00.

HarborWalk, LLC
(Corporate Name)

Paul van Leeuwen

Signature of: Chief Operating Officer
Paul van Leeuwen, Chief Operating Officer
Print name and print

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 26 day of November, 2019 by Paul van Leeuwen,

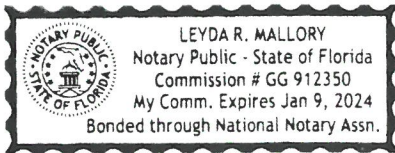
who is personally by me or has produced identification _____.

Type of Identification: personally known

Cyda R. Mallory

Signature of Notary
Cyda R. Mallory

Print name of Notary





CERTIFICATE OF LIABILITY INSURANCE

HARBHOL-02

BEVERLY

DATE (MM/DD/YYYY)
07/01/2019

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

Eustis Insurance, Inc.
110 Veterans Memorial Boulevard
Suite 200
Metairie, LA 70005

CONTACT NAME: Ray Posecai Jr.

PHONE (A/C, No, Ext):

FAX (A/C, No):

E-MAIL ADDRESS: rposecaijr@eustis.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : American Automobile Ins. Co.

21849

INSURER B : Ace Property & Casualty Ins.

20699

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

HarborWalk Holding, LLC, et al
10 Harbor Blvd.
Destin, FL 32541

COVERAGES				CERTIFICATE NUMBER:		REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.											
INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X	COMMERCIAL GENERAL LIABILITY		X		MXC80517642	06/30/2019	06/30/2020	EACH OCCURRENCE	\$ 1,000,000	
		CLAIMS-MADE	X						OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	X	EMPL Benefits \$1M/2M							MED EXP (Any one person)	\$	
									PERSONAL & ADV INJURY	\$ 1,000,000	
									GENERAL AGGREGATE	\$ 5,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:										
	X	POLICY	☐ PRO-JECT	☐ LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000	
		OTHER:							LIQUOR LIAB	\$ 1,000,000	
	AUTOMOBILE LIABILITY								COMBINED SINGLE LIMIT (Ea accident)	\$	
	☐	ANY AUTO OWNED AUTOS ONLY		☐	SCHEDULED AUTOS				BODILY INJURY (Per person)	\$	
	☐	HIRED AUTOS ONLY		☐	NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident)	\$	
									PROPERTY DAMAGE (Per accident)	\$	
										\$	
B		UMBRELLA LIAB	X	OCCUR		TBA	06/30/2019	06/30/2020	EACH OCCURRENCE	\$ 25,000,000	
	X	EXCESS LIAB		CLAIMS-MADE	AGGREGATE				\$ 25,000,000		
		DED		RETENTION \$					\$		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY									☐ PER STATUTE	☐ OTH-ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				☐	N / A				E. L. EACH ACCIDENT	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below									E. L. DISEASE - EA EMPLOYEE	\$	
									E. L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Liability coverage is in regards to the following Location Schedule:

2 Harbor Blvd, Destin, FL
10 Harbor Blvd, Destin, FL
12 Harbor Blvd, Destin, FL
14 Harbor Blvd, Destin, FL
Parking Garage
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Eustis Insurance, Inc.		NAMED INSURED HarborWalk Holding, LLC, et al 10 Harbor Blvd. Destin, FL 32541
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	
		EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
16 Harbor Blvd, Destin, FL
20 Harbor Blvd, Destin, FL
26 Harbor Blvd, Destin, FL
34 Harbor Blvd, Destin, FL
46 Harbor Blvd, Destin, FL
50 Harbor Blvd, Destin, FL
50B Harbor Blvd, Destin, FL
56 Harbor Blvd, Destin, FL
60 (A-I) Harbor Blvd, Destin, FL
66 Harbor Blvd, Destin, FL
68 Harbor Blvd, Destin, FL
70-70B Harbor Blvd, Destin, FL
76-76A Harbor Blvd, Destin, FL
78 Harbor Blvd, Destin, FL
82 Harbor Blvd., Destin, FL
90 Harbor Blvd, Destin, FL
94 Harbor Blvd, Destin, FL
98A Harbor Blvd, Destin, FL
100 Harbor Blvd, Destin, FL
100 A & B Harbor Blvd, Destin, FL
Lot 102, Block B, Calhoun Subdivision, Destin, FL
Destin Parcel B, Destin Point, FL
630 G Anchor Street NW, Fort Walton Beach, FL

Named Insured Schedule:
Harborwalk Holding, LLC (First Named Insured)
Grand Destinations, LLC
Emerald Grande Investors, LLC
Legendary Realty, LLC
Pat O Building, LLC
Harborwalk Properties, LLC
Emerald Grande, LLC
HarborWalk, LLC
East Pass Investors, LLC
Pelican Point Harbor, LLC
Harborwalk Hospitality, LLC
Coastal Capital Markets, LLC
Legendary CP, LLC
Harborwalk Village Owners Association, Inc.
Emerald Grande East Condo Association, Inc.
Emerald Grande West Condo Association, Inc.
Captains Court at HarborWalk Village Condominium Association, Inc.

Re: Special Event- New Years Eve Ball Drop @Harborwalk Village.

The City of Destin has been named as an Additional Insured under the General Liability as per the following form:
CG2010 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS

34 Harbor Blvd

LAUNCH POINT: EMERALD
GRANDE- PENTHOUSE 05

LINE ANCHOR - EXCAVATOR
TERMINATION POINT

© 2018 Google

CITY OF DESTIN, FLORIDA

REQUEST FOR CHECK

DATE: December 10, 2019
TO: Accounting Clerk/April Nickens

THROUGH: City Manager/Lance Johnson
(Required if exceeds \$350.00)

THROUGH: Finance Director/Bragg Farmer

FROM: City Clerk/Rey Bailey 

DEPARTMENT: City Clerk

BRIEF EXPLANATION: Reimbursement to Councilmember Skip Overdier for expenses incurred at Orlando, Florida while attending the Florida League of Cities Legislative Conference, from November 13-15, 2019

DATE REQUIRED: **NEXT SCHEDULED CHECK RUN** X
(Check One) **MANUAL CHECK REQUIRED** _____

VENDOR NAME: Skip Overdier

VENDOR ADDRESS: 705 Gulf Shore
Destin, FL 32541

VENDOR FED ID # _____
(only needed if new vendor)

AMOUNT OF CHECK: \$822.19

CHARGE TO ACCOUNT: 0151110.540000

P.O. NUMBER: _____
(If Applicable)

MAIL CHECK WITH NORMAL CHECK RUN _____

RETURN CHECK TO DEPT FOR DISTRIBUTION X

CITY OF DESTIN
TRAVEL EXPENSE LOG

Name: Skip Overdier

Travel Dates: November 13-15, 2019

Date:	Wednesday		Thursday	Friday	Total	
	13-Nov-19		14-Nov-19	15-Nov-19		
Meals:						
Partial Per Diem:						\$ -
Daily Per Diem:			\$ 66.00	\$ 66.00	\$ 66.00	\$ 198.00
Total Meals			\$ 66.00	\$ 66.00	\$ 66.00	\$ 198.00
Transportation:						
Airfare:			\$ 166.60			\$ 166.60
Car Rental:						
Fuel Expenses						
Taxi:			\$ 32.26		\$ 30.09	\$ 62.35
Personal Miles:						
Total Transportation			\$ 198.86		\$ 30.09	\$ 228.95
Lodging:						
Hotel Charges:			\$ 169.12	\$ 169.12		\$ 338.24
			\$ 169.12	\$ 169.12		\$ 338.24
Misc. Expenses:						
Parking:					\$ 27.00	\$ 27.00
Tolls:						
WIFI:						
Other: Explain: Conf. Reg.					\$ 250.00	\$ 250.00
Other: Explain: Baggage					\$ 30.00	\$ 30.00
Total Misc. Expenses					\$ 307.00	\$ 307.00
Grand Total	\$ -	\$ -	\$ 433.98	\$ 235.12	\$ 403.09	\$ 1,072.19

City of Destin
Travel Expense Claim

Name: Skip Overdier

Department: Councilmember

Travel: Place/Purpose Legislative Conference - Orlando, Florida

Date: November 13-15, 2019

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

Meals/Per Diem: \$ 198.00

Airfare: \$ 166.60

Car Rental: \$ -

Fuel Expenses \$ -

Taxi: \$ 62.35

Personal Miles: \$ - POV

Lodging: \$ 338.24

Parking: \$ 27.00

Tolls: \$ -

WIFI: \$ -

Other: Itemize \$ 250.00 Conference Registration

Other: Itemize \$ 30.00

\$ -

\$ -

Total Reimbursable Expenses: \$ 1,072.19

Less: Purchasing Card Charges \$ 250.00

Less: Purchasing Card Charges

Balance Due Traveler \$ 822.19

Reimburse City for fuel cost \$ -

Net Due Traveler \$ 822.19

Finance Director: Bragg Farmer

Account #: 151110.54

City Manager: Lance Johnson

Date: 12/10/2019

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 16, 2019

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Matthew Pace, IT Manager
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: 12/10/2019

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 December, the following items of significance have occurred.

1.) Scanning Contract

On December 4th, 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

Dec 10-12th EnerGov Sessions: The City has had it's third set of 3 all day sessions with EnerGov and continue to make progress developing the Energov software. These sessions introduced a partially customized Energov system that is running on City of Destin servers. The system will continue to evolve as City staff and Energov consultants collaborate together to develop the system according to industry-wide best practices and existing processes within the City

of Destin.

These sessions allow 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.

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 December 10-12 for additional project sessions with staff.

Staff continues the effort of reviewing and streamlining all development review processes, application forms and work flow project critical paths, in preparation of the EnerGov Software implementation process. The task force team continues to meet weekly.

Staff is preparing to move forward on other additional software components that will assist in the development review process.

4.) EnerGov/Munis Server Architecture

I.T. has completed the EnerGov and Munis server backbone for this phase of the EnerGov project. A "Beta" version of EnerGov is operating on the city network that is continues to be developed through staff input and EnerGov's staff's expertise.

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 Dec 10-12 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 16, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kyle Bauman, City Attorney

DATE: 12/11/2019

SUBJECT: Request approval for a new single-family marine construction project at 3917 Indian Trail. Project consists of +/- 79 LF of dock, a boathouse with one (1) 3' x 32' catwalk, and boatlift.

I. BACKGROUND: The contractor submitted an application for an AFTER-THE-FACT permit. The marine construction permit application is for $\pm$ 79 LF of dock, a boat house with one (1) 3' x 32' catwalk, and boatlift.

II. DISCUSSION: Per Article 11.05.01.M., City of Destin Land Development Code, the maximum length allowed for a dock located on Choctawhatchee Bay is equal to 1.5 times the width of the property at the mean high-water line, or 200 feet, whichever is less. The width of this property at the mean high-water line is approximately 98 feet. The proposed dock is 79 feet long. The dock does not exceed the maximum length (i.e., 147 ft.) established in Article 11.

The proposed dock also meets the requirements of Article 11.05.01.S., City of Destin Land Development Code, as it includes the required 25-foot riparian setback from the adjacent property lines.

A. Link to Strategic Goals / Objectives: 1) Enhance Quality of Life. 2) Improve Public Use of Beach, Waterways and Harbor. 3) Enhance and Preserve Heritage and Environment.

B. Effect on Budget (EOB): There is not any anticipated effect on the budget.

C. Level of Service (LOS): The City of Destin shall not incur any expense or revenue as a result of this Ordinance.

III. CONCLUSION: The contractor provided a Florida Department of

Environmental Protection (FDEP), Self-Certification, File No. 0373409001EE. City staff reviewed the application and determined that the plans comply with City Codes and regulations. Specifically, the proposed dock complies with Article 11.05.01.M., City of Destin Land Development Code, and the Coastal Management Element of the City's Comprehensive Plan (Coastal Management Element Policy 6-1.1.3).

IV. RECOMMENDED MOTION: I move that City Council approve of a single-family marine construction project located at 3917 Indian Trail, ±79 LF of dock, (1) boathouse with one (1) 3' x 32' catwalk, and boat lift, subject to the applicant meeting all applicable City permit requirements.

Attachments:

1. 3917 Indian Trail MCP Permit Application
2. 3917 Indian Trail AERIAL
3. FDEP ACE Verification



Community Development Department
Building Division

4200 Indian Bayou Trail, Destin, FL 32541
Phone: (850) 654-1119 Fax: (850) 460-2171

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Marine Construction Permit Application

DATE: 10/16/19

JOB SITE ADDRESS: 3917 Indian Bayou Dr TRAIL

NAME OF PROJECT: Beard dock

PARCEL ID: 00-25-22-0000-0044-0050 LOT: BLOCK: SUBDIVISION:

OWNER OF PROPERTY: Nathan Beard

CONTRACTOR COMPANY NAME: LoBello Duhon LoBello

ADDRESS: same

QUALIFIER NAME: Chuck LoBello

CITY, STATE, ZIP:

STATE LICENSE #: COMP#: 6024DO

PHONE: FAX:

ADDRESS: 297 W Miracle Strip Pkwy

MOBILE/CELL: 970 985 9473

CITY, STATE, ZIP: Mary Esther, FL 32569

FEE SIMPLE TITLEHOLDER (if other than owner):

PHONE: 850 585 3003 FAX:

ADDRESS:

CONTACT PERSON: same

CITY, STATE, ZIP:

MOBILE/CELL:
EMAIL:

All new marine construction requires review by the Harbor & Waterways Board, per Article 11.05.01.A., Land Development Code. This process requires a separate Harbor & Waterways Board Application. After the Board meets to take action on a proposed dock application, its recommendation is forwarded to the City Council for approval or denial. A Marine Construction Permit is also necessary and may be reviewed simultaneously. All applications require a scaled site plan or survey depicting improvements.

HARBOR & WATERWAYS BOARD HEARING DATE: CITY COUNCIL APPROVAL DATE: (Provide the information checklist with Mayor or City Council designee signature or City Council meeting minutes.)

DESCRIPTION OF WORK TO BE DONE:

Construct 1000 square foot dock and boat lift (see drawing)

CATEGORY TYPE: ☒ Residential ☐ Commercial

CURRENT CODE:

PERMIT TYPE: ☐ Bulkhead(seawall) ☒ Dock/Pier ☐ Piles ☒ Boatlift ☐ Boathouse ☐ Boat Ramp ☐ Other:

CONSTRUCTION TYPE: ☒ New ☐ Repair ☐ Replace ☐ Remove ☐ Relocate ☐ Addition **DEP Permit required: ☒ Yes ☐ No**

Marine Contractors must maintain applicable workers' compensation and general liability insurance as required by state and federal law, including but not limited to the provisions of the LONGSHOREMEN'S and Harbor Worker's Compensation Act.

TOTAL VALUE (MATERIAL & LABOR): 46,737
(excluding lot)

FINAL INSPECTION IS REQUIRED ON ALL PERMITS-Failure to obtain a final inspection may result in legal action.

Applicants Signature: Date:

Chuck LoBello 10/14/19

Applicants Printed Name: Date:

Reviewed by: (Building Division) Date:

Reviewed By: (Planning Division) Date:

Reviewed By: (Code Compliance Dept.) Date:

Received By: (Initials) Date:

CITY OF DESTIN - BUILDING DIVISION

PERMIT APPLICATION

NOTICE TO OWNER / CONTRACTOR

JOB SITE ADDRESS: 3917 Indian trail

NAME OF PROJECT: Beard dock

PARCEL ID: _____ LOT: _____ BLOCK: _____ SUBDIVISION: _____

Application is hereby made to obtain a permit to do the work and installation as indicated. **I certify that no work or installation has been commenced prior to issuance of a permit** and that all work will be performed to meet all codes, standards and laws governing construction in this jurisdiction. I also certify that all required insurances for me and any trades are in accordance with state laws. I understand that a separate permit must be secured for **BUILDING, ELECTRICAL WORK, PLUMBING, MECHANICAL, ROOFING, SIGNS, POOLS and Right of Way (ROW) CONSTRUCTION**, etc.

OWNER / CONTRACTOR AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning per State and City of Destin.

If the direct contract is greater than \$2500, the applicant/owner must file a NOTICE OF COMMENCEMENT.

“WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.”

FINAL INSPECTION IS REQUIRED ON ALL PERMITS-Failure to obtain a final inspection may result in legal action.

Must be signed in presence of a Notary

Signature

Owner or Agent (including contractor)

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

Sworn to (or affirmed) and subscribed before me this

_____ day of _____, 20____

Personally known _____ OR

Produced Identification _____

Notary Signature as to Owner

SEAL:

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OCT 21 2019
Building Department

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OCT 21 2019

From: no-reply@dep.state.fl.us
Subject: FDEP ERP Self-Certification Receipt
Date: February 17, 2019 at 10:49 AM

To: nate.beard@gmail.com

Cc: SPGP@USACE.ARMY.MIL, ERP.SELFCERTS@DEP.STATE.FL.US, NMFS.SER.PROGRAMMATICREVIEW@NOAA.GOV,
CORPSJAXREG-NL@USACE.ARMY.MIL, KENNETH.DICKEY@DEP.STATE.FL.US

Building Department

ATT00001.bin

**FLORIDA DEPARTMENT OF
Environmental Protection**

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

Receipt for Submission

**SELF-CERTIFICATION FOR A PROJECT AT A
PRIVATE, RESIDENTIAL SINGLE-FAMILY**

02/17/2019

Self-Certification File No.: 0373409001EE

File Name: 3917 Indian Trl Destin, FL 32541 - Self Cert Exempt Dock with Boat Lift(s) (General)

Dear **Nathan Beard**: On, 02/17/2019, you used the Florida Department of Environmental Protection's electronic Self Certification Process to certify compliance with the terms and conditions of the Federal State Programmatic General Permit (SPGP) Self Certification Process for a project at private, single-family residence located at:

LAT - Degrees: 30 Minutes: 24 Seconds: 33.7618
LONG - Degrees: -86 Minutes: 28 Seconds: 16.8361
SITE ADDRESS: 3917 Indian Trl Destin, FL 32541
COUNTY: Okaloosa

For:

Nathan Beard
322 Sterling Ct Destin, FL 32541

You have certified that the project you propose to construct at the above location meets all the conditions of the Self-Certification Process. A project that is built in conformance to those conditions (attached for reference) will:

1. Qualify for a regulatory exemption under Section 403.813(1)(b) of the Florida Statutes (F.S.) and Chapter 62-330, Florida Administrative Code (F.A.C.). As such, it is exempt from the need to obtain a DEP Environmental Resource Permit;
2. Qualify for Consent by Rule or Letter of Consent (as applicable) under Chapter 253, F.S. and Chapter 18-21, F.A.C. (and Chapter 258, F.S. and Chapter 18-20, F.A.C., if applicable), when the project is located on submerged lands owned by the State of Florida.

Your Self-Certification is based solely on the information you provided under this process, and applies only to the statutes and rules in effect when your certification was completed. The certification is effective only for the specific project proposed, and only if the project is constructed, operated, and maintained in conformance with all the terms, conditions, and limitations stated in the Self-Certification Process. In addition, any substantial modifications in your plans should be submitted to the Department for review, as changes may result in a permit being required.

You have acknowledged that this Self Certification will automatically expire if:

1. Construction of the project is not completed within one year from the self-certification date;
2. site conditions materially change;
3. the terms, conditions, and limitations of the Self Certification are not followed; or
4. the governing statutes or rules are amended before construction of the project.

Completion of the Self Certification constitutes your authorization for Department or Corps personnel to enter the property for purposes of inspecting for compliance.

Receipt of this Self-Certification constitutes authorization to use sovereignty/state-owned submerged lands, as required by rule 18-21.005, F.A.C.

The authorization must be visibly posted during all construction activities.

In waters that are accessible to manatees, obtain information on your mandatory Manatee Protection sign by [clicking here](#).

FEDERAL STATE PROGRAMMATIC GENERAL PERMIT (SPGP)

You have certified that the project you propose to construct at the above location meets all the conditions of the SPGP Self-Certification Process and will be built in conformance to those conditions (attached for reference). Your proposed activity as certified is

Certification Process and will be built in conformance to those conditions (attached for reference). Your proposed activity as certified is in compliance with the SPGP program. U.S. Army Corps of Engineers (Corps) Specific conditions apply to your project, attached. **No further permitting for this activity is required by the Corps. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.**

Notifications to the Corps. For all authorizations under this SPGP V-R1, including Self-Certifications, the Permittee shall provide the following notifications to the Corps:

1. Commencement Notification. Within 10 days before the date of initiating the work authorized by this permit or for each phase of the authorized project, the Permittee shall provide a written notification of the date of commencement of authorized work to the Corps.
2. Corps Self-Certification Statement of Compliance form. Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the "Self-Certification Statement of Compliance" form (attached) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.
3. Permit Transfer. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.
4. Reporting Address. The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to the following address.
 - a. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL, 32232-0019.
 - b. For electronic mail: SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ-2015-2575 on all submittals.

This SPGP Self-Certification is based solely on the information you provided under this process, and applies only to the statutes and rules in effect when your certification was completed. You have recognized that your certification is effective only for the specific project proposed, and provided the project is constructed, operated, and maintained in conformance with all the terms, conditions, and limitations stated in the SPGP Self-Certification Process. This Self-Certification will not apply if any substantial modifications are made to the project. You agree to contact the Department for review of any plans to construct additional structures or to modify the project, as changes may result in a permit being required.

You have acknowledged that this Self-Certification will automatically expire if:

1. construction of the project is not completed by midnight, July 25, 2021, unless construction commenced or a contract to construct was executed before July 25, 2021, in which case the time limit for completing the work authorized by the SPGP ends at midnight, July 25, 2022. However, in no case can construction continue for more than one year beyond the Self-Certification date;
2. site conditions materially change;
3. the terms, conditions, and limitations of the Self-Certification are not followed; or
4. the governing statutes or rules are amended before construction of the project.

Completion of the Self-Certification constitutes your authorization for Department or Corps personnel to enter the property for purposes of inspecting for compliance.

If you have any questions, please contact your local Department District Office. Contact information can be found at: https://floridadep.gov/sites/default/files/SLERC_contacts_web_map_01-2017_0.pdf.

For further information, contact the Corps directly at: <http://www.saj.usace.army.mil/Missions/Regulatory.aspx>. When referring to your project, please use the SPGP Self-Certification file number listed above.

Authority for review - an agreement with the U.S. Army Corps of Engineers entitled Coordination Agreement between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection State Programmatic General Permit, Section 10 of the Rivers and Harbor Act of 1899 and Section 404 of the Clean Water Act.

ADDITIONAL INFORMATION

This Self-Certification Process does not relieve you from the responsibility of obtaining other permits or authorizations from other agencies (federal, state, Water Management District, or local) that may be required for the project. Failure to obtain all applicable authorizations prior to construction of the project may result in enforcement.

If you have any problems with the attached documents, please call the ERP Coordinator at (850) 245-8495 or by e-mail at ERP_eApps@dep.state.fl.us.

Sincerely,
Florida Department of Environmental Protection.

Attachments:

FDEP Terms and Conditions
SPGP Terms and Conditions
Project Design Criteria

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FLORIDA DEPARTMENT OF
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Ron DeSantis
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Lt. Governor

Noah Valenstein
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TERMS AND CONDITIONS

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Building Department

Self Certification File No.: **0373409001EE**

Construction Conditions:

Private residential single family docks are subject to the following criteria in accordance with Section 403.813(1)(b), F.S. The dock to be constructed:

1. Has 1,000 square feet or less over water surface (includes adjacent wetlands) in accordance with Chapter 62-340, F.A.C.;
2. Is constructed on or held in place by pilings and is constructed so as not to involve filling or dredging other than that necessary to install the pilings;
3. Will not substantially impede the flow of water, cause water pollution, or create a navigational hazard;
4. Is used ONLY for recreational, noncommercial activities associated with the mooring or storage of boats and boat paraphernalia;
5. Is the sole dock on the parcel; and
6. Must not be subject to any conservation easement or restrictive covenant of record prohibiting the activity.

Boat lifts are subject to the following additional conditions:

1. Is to be installed in a proposed slip or, at or adjacent to the waterward end of the dock;
2. With other mooring will not result in the mooring of more than two vessels (including jet skis);
3. Will not substantially impede the flow of water, cause water pollution, or create a navigational hazard;
4. Will not be located in areas prohibited for mooring by a previously issued permit or other form of authorization issued by a local government;

General Conditions for Sovereignty/State-Owned Submerged Lands Authorizations:

Any use of sovereignty/state-owned submerged lands is subject to the following general conditions that are binding upon the applicant and are enforceable under Chapters 253, F.S. or 258, F.S.

1. Sovereignty/state-owned submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty/state-owned submerged lands unless cured to the satisfaction of the Board of Trustees of the Internal Improvement Trust Fund (Board).
2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty/state-owned submerged

lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.

3. Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. or Chapter 18-14, F.A.C.
4. Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.
5. Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.;
6. Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.
7. Structures or activities will not create a navigational hazard.
8. Structures will be maintained in a functional condition and will be repaired or removed if they become dilapidated to such an extent that they are no longer functional.
9. Structures or activities will be constructed, operated, and maintained solely for water dependent purposes.
10. The applicant agrees to indemnify, defend and hold harmless the Board and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty/state-owned submerged lands or the applicant's use and construction of structures on sovereignty/state-owned submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
11. Failure by the Board to enforce any violation of the authorization or waiver by the Board of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure or waiver prevent the Board from enforcing the waived or unenforced provision in the event of a future violation of that provision.
12. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
13. All costs incurred by the Board in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board in writing of any change of address at least ten days before the change becomes effective.
14. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant of record that prohibits the activity.

Manatee Conditions:

The following conditions are intended to protect manatees from direct project effects; THESE CONDITIONS APPLY ONLY IN WATERS THAT ARE ACCESSIBLE TO MANATEES:

1. All personnel associated with the project will be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee will advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
2. All vessels associated with the construction project will operate at 'Idle Speed/No Wake' at all times

- while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
3. Siltation or turbidity barriers will be made of material in which manatees cannot become entangled, will be properly secured, and will be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
 4. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
 5. Any collision with or injury to a manatee will be reported immediately to the FWC Hotline at 1-888-404-FWCC. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida.
 6. Temporary signs concerning manatees will be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Awareness signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com). One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for 'Idle Speed/No Wake' and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities.

Self-Certification Requirements:

The user agrees to the following:

1. The information provided herein is true and accurate.
2. **Construction of the project must be completed within one year from the self-certification date.** If the project cannot be completed within that time frame, or the project is to be modified, the Department must be contacted for authorization requirements.
3. Any substantial modifications in the plans for this project must be submitted to the Department for review, as changes may result in a permit being required.
4. This self-certification will automatically expire if site conditions materially change; if the terms, conditions, and limitations of the self-certification are not followed; or if the governing statutes or rules are amended before the project is completed.
5. Department personnel will be allowed to enter the property for purposes of inspecting the project for compliance with the terms and conditions of this self-certification.



FLORIDA DEPARTMENT OF
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

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Building Department

**CONDITIONS FOR DEPARTMENT OF THE ARMY SELF-CERTIFIED STATE
PROGRAMMATIC GENERAL PERMIT FOR A PROJECT AT A PRIVATE, SINGLE-FAMILY
RESIDENCE**

Self Certification File No.: **0373409001EE**

Verification that the project meets the Project Design Criteria:

You have verified that the project meets the Project Design Criteria (attached in a separate document), and have authorized FDEP to send a copy of this verification to the Corps on your behalf.

General Conditions:

1. The time limit for completing the work authorized on July 26, 2021.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner on the enclosed form and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Further Information:

1. Limits of this authorization:
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal projects.
2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any

liability for the following:

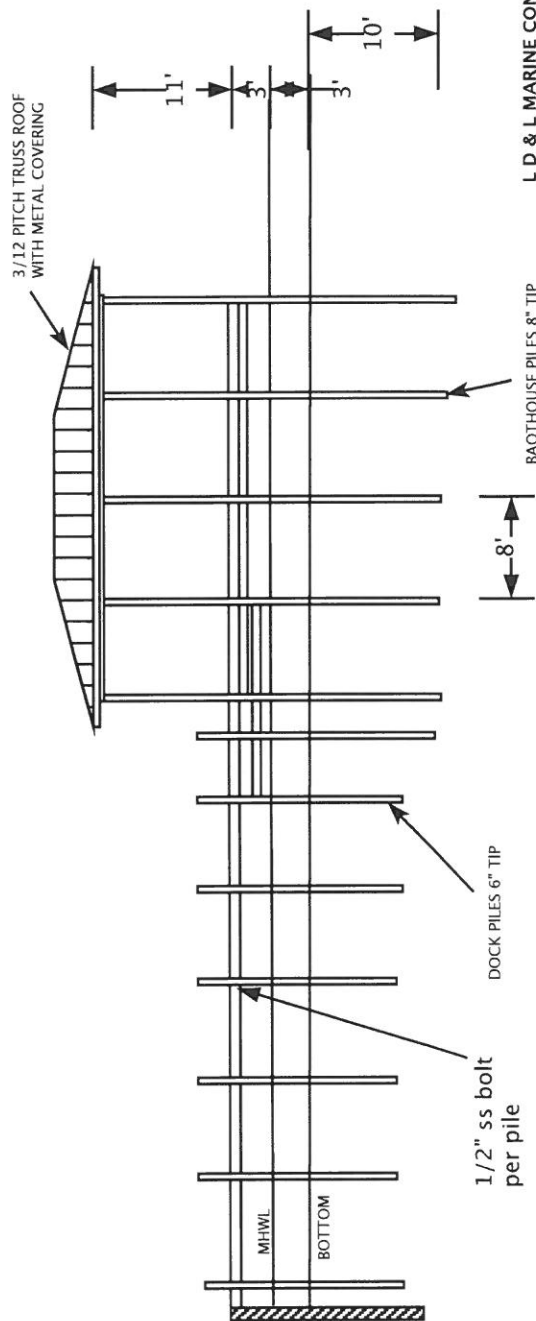
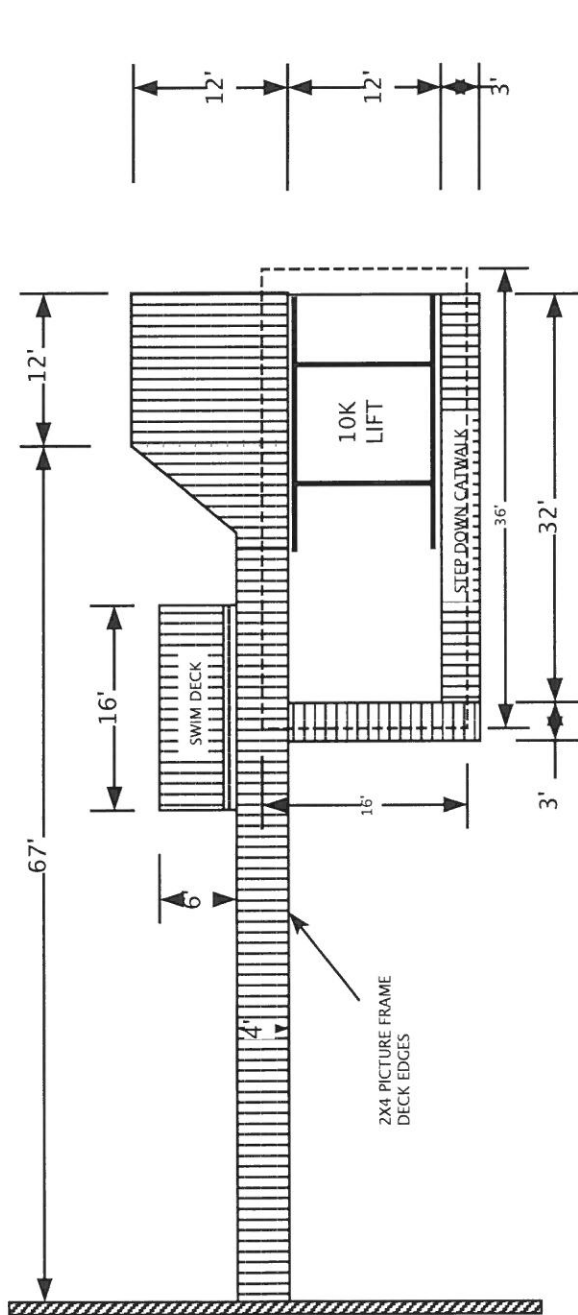
- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or Construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
3. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
 4. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.
 5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.
 6. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.
 7. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal, relocation or alteration.

Manatee Conditions:

1. All personnel associated with the project will be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee will advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
2. All vessels associated with the construction project will operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
3. Siltation or turbidity barriers will be made of material in which manatees cannot become entangled, will be properly secured, and will be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

4. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
5. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at **ImperiledSpecies@myFWC.com**.
6. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

BEARD 1,000 TOTAL SF.

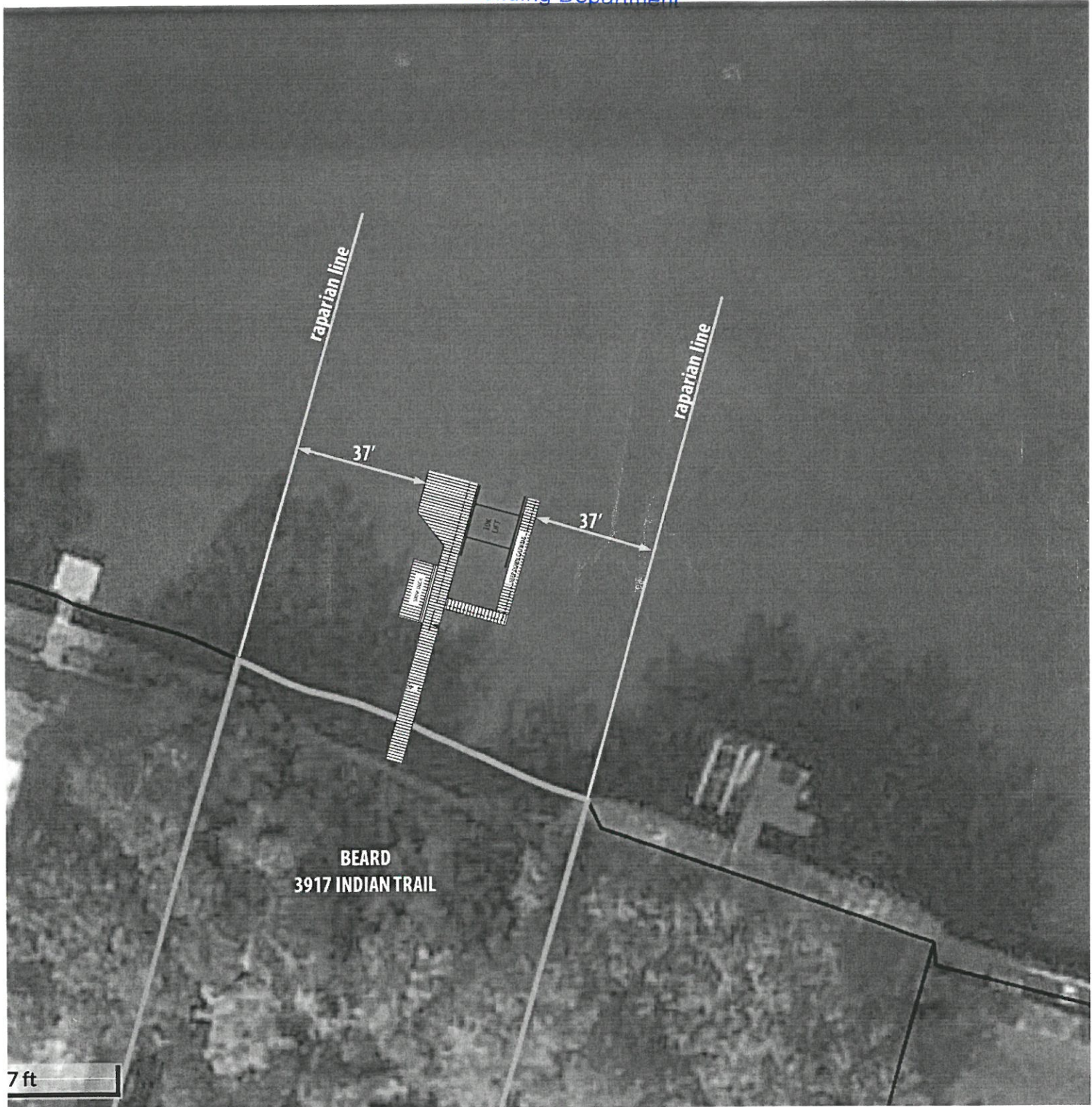


L D & L MARINE CONTRACTORS
 297 W. MIRACLE STRP. PKWY
 MARY ESTHER, FL. 32569
 (Chuck LoBello) 585 3003 / chuckldl@cox.net
 (Clay Duhon) 585 5557 / c3d1@cox.net
 MARINE CONTRACTOR LIC. NO. 11071-0600564

RECEIVED
City of Destin

OCT 21 2019

Building Department







FLORIDA DEPARTMENT OF
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

**CONDITIONS FOR DEPARTMENT OF THE ARMY SELF-CERTIFIED STATE
PROGRAMMATIC GENERAL PERMIT FOR A PROJECT AT A PRIVATE, SINGLE-FAMILY
RESIDENCE**

Self Certification File No.: **0373409001EE**

Verification that the project meets the Project Design Criteria:

You have verified that the project meets the Project Design Criteria (attached in a separate document), and have authorized FDEP to send a copy of this verification to the Corps on your behalf.

General Conditions:

1. The time limit for completing the work authorized on July 26, 2021.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner on the enclosed form and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Further Information:

1. Limits of this authorization:
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal projects.
2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any

liability for the following:

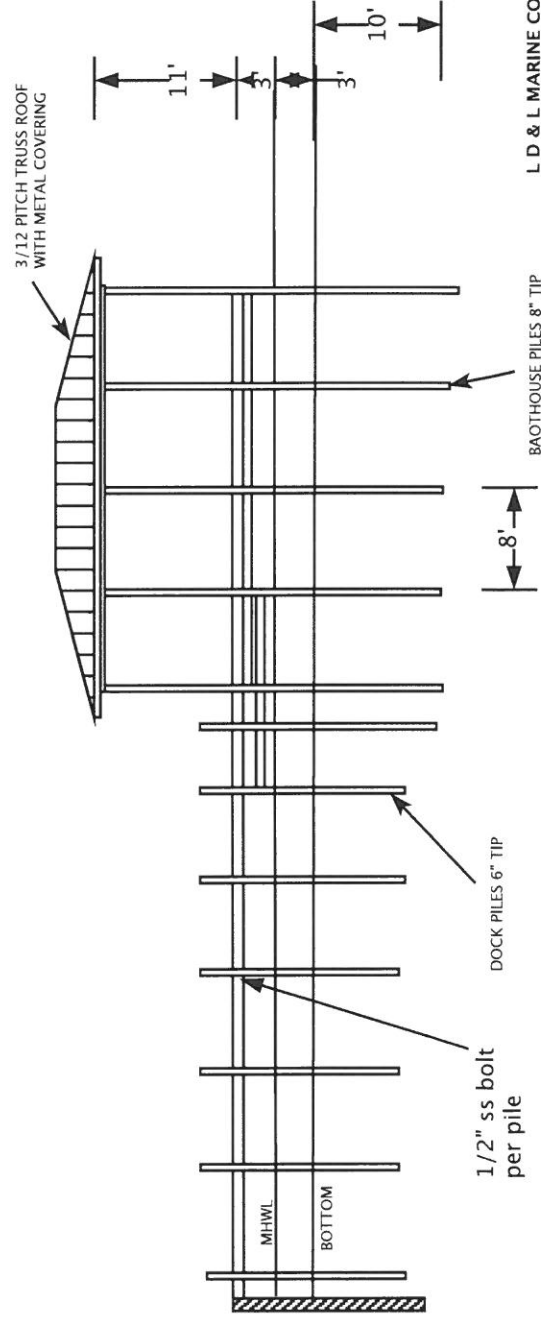
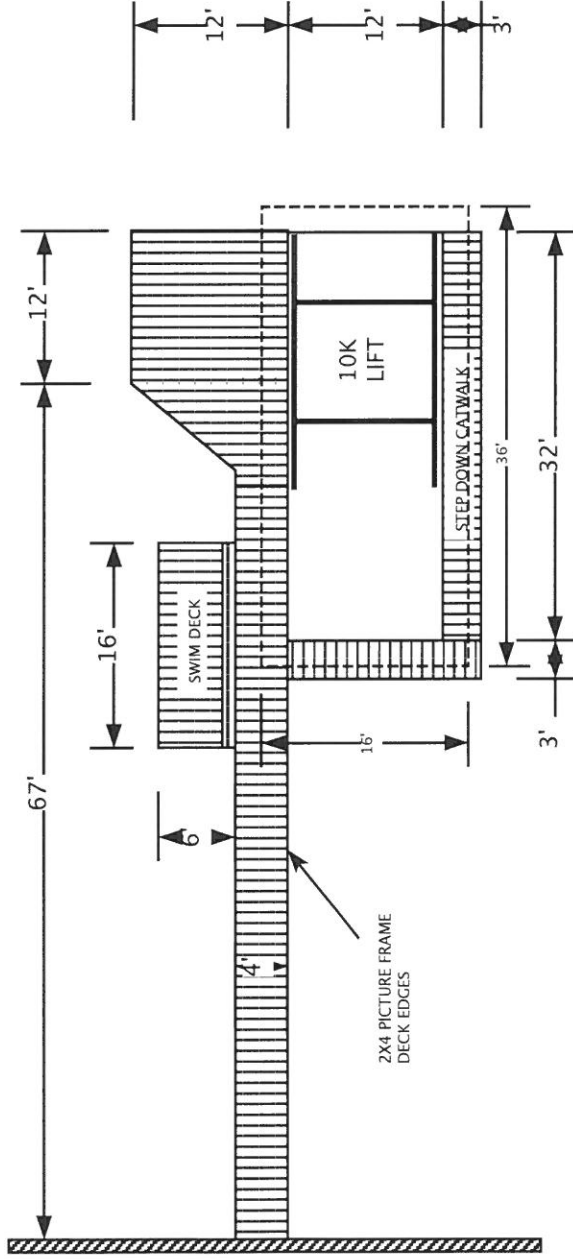
- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or Construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
3. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
 4. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.
 5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.
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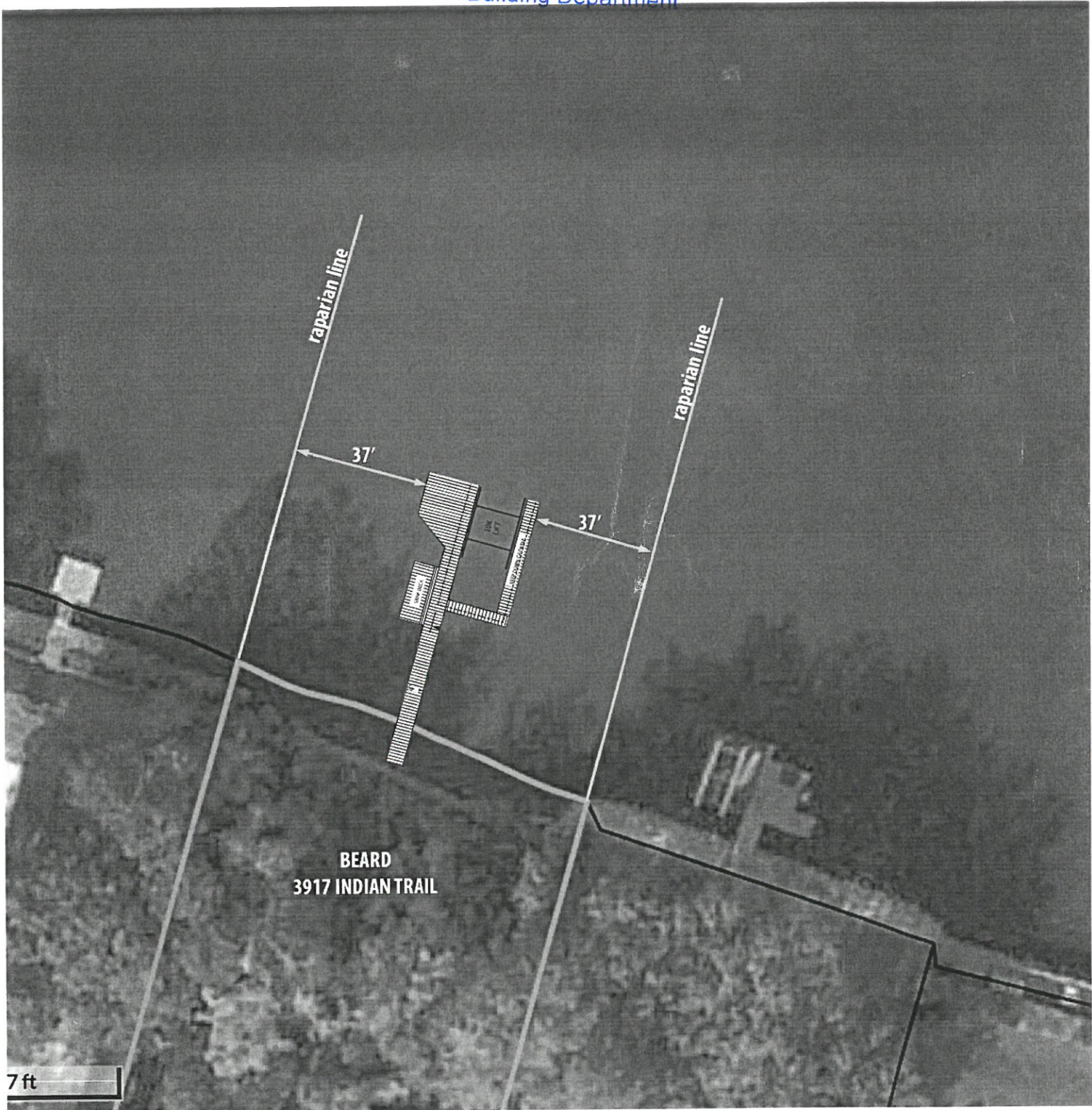


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 MARINE CONTRACTOR LIC. NO. 11071-0600564

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City of Destin

OCT 21 2019

Building Department



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 16, 2019**TYPE OF AGENDA ITEM:** Consent Agenda

TO: City Council**THRU:** Lance Johnson, City Manager
Kyle Bauman, City Attorney**FROM:** Lorraine Berish, Senior Administrative Coordinator**DATE:** 12/11/19**SUBJECT:** Resolution No. 19-29, Interlocal Agreement with the Destin Fire Control District for Beach Safety Services and Lifeguard Services

I. BACKGROUND: On September 23, 2019, a previous version of an Interlocal Agreement with the Destin Fire Control District for beach safety and lifeguard services was adopted by the City of Destin. Subsequent to this action, the Destin Fire Control District and the City of Destin wished to rescind the previous Interlocal and adopt the Interlocal Agreement attached to this Resolution.

II. DISCUSSION: The City of Destin and Okaloosa County have provided funding for Beach Safety and Lifeguard Services in order to ensure the safety and enjoyment of the city's beaches. The City of Destin provided funding for Lifeguard Services to the Destin Fire Control District (DFCD) in the amount of \$50,000 beginning in FY 2005. This amount increased to \$80,000 in FY 2006 and to \$100,000 in FY 2007 to the present. In FY 2011, Okaloosa County has also provided Tourist Development Council (TDC) funds to the Destin Fire Control District for Beach Safety and Lifeguard Services. In FY 2011 and FY 2012, the county provided \$250,000 in TDC funds to the Destin Fire Control District, in FY19 the TDC provided \$856,311 to DFCD for this purpose.

On September 17, 2013, Okaloosa County approved an interlocal agreement between the county and the Destin Fire Control District to provide funding for Beach Safety and Lifeguard Services in an annual amount of \$517,000 through September 2014. During discussion on the FY 2014 City of Destin budget, an interlocal agreement between the City of Destin and the Destin Fire Control District was proposed to address the city's funding of Beach Safety Services in the amount of \$100,000 annually. The attached interlocal agreement contains a

Scope of Services which describes the services to be provided for City of Destin beaches for the \$100,000 payment by the City for FY20.

A. **Link to Strategic Goals / Objectives:** World Class Beaches and Fishing.

B. **Effect on Budget (EOB):** Under the interlocal agreement, the city will provide \$100,000 to the Destin Fire Control District for Beach Safety and Lifeguard Services. This financial contribution is included in the approved FY20 budget and will be charged to Account # 0152140-581000.

C. **Level of Service (LOS):** This agreement will ensure a high level of beach safety for residents and visitors and will promote public safety.

III. CONCLUSION: The City of Destin has provided funds to the Destin Fire Control District since FY 2005 to fund Beach Safety and Lifeguard Services to ensure the safety and enjoyment of the city's beaches by residents and visitors. The proposed interlocal agreement between the City of Destin and the Destin Fire Control District, outlines the Scope of Services that will be provided for Spring Break and the one hundred (100) days of summer based on the city's contribution to these services and will enhance the service level provided by TDC funds from Okaloosa County.

IV. RECOMMENDED MOTION: I move to authorize the Mayor to sign the Interlocal Agreement between the Destin Fire Control District and the City of Destin to provide Beach Safety and Lifeguard Services on the City of Destin beaches for FY20.

Attachments:

1. Resolution 19-29 FY20 Interlocal Agreement with DFCD
2. Interlocal Agreement -- Fire District and City -- Beach Safety and Lifeguard Services
3. Exhibit B to Interlocal Agreement -- Destin Fire District and City of Destin-- Beach Safety and Lifeguard Services

RESOLUTION 19-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA; ACCEPTING AND ADOPTING THE FISCAL YEAR 2020 INTERLOCAL AGREEMENT BETWEEN THE CITY OF DESTIN AND THE DESTIN FIRE CONTROL DISTRICT FOR BEACH SAFETY AND LIFEGUARD SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF THE CITY OF DESTIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Destin Fire Control District has, heretofore, provided beach safety and lifeguard services for the City of Destin; and

WHEREAS, the City desires to continue to secure beach safety and lifeguard services with the Destin Fire Control District; and

WHEREAS, the Destin Fire Control District has agreed to render the City of Destin beach safety and lifeguard services for which the City desires to contract; and

WHEREAS, a previous version of an Interlocal Agreement with the Destin Fire Control District for beach safety and lifeguard services was adopted by the City of Destin (the "Previous Interlocal"); and

WHEREAS, the Destin Fire Control District and the City of Destin wish to rescind the Previous Interlocal and adopt the Interlocal Agreement attached to this Resolution.

NOW, THEREFORE BE IT RESOLVED that the City of Destin, by and through its Council, rescinds the Previous Interlocal and formally accepts and adopts the Fiscal Year 2020 Interlocal Agreement with the Destin Fire Control District for beach safety and lifeguard services effective October 1, 2019 through September 30, 2020.

BE IT FURTHER RESOLVED that the Mayor of the City of Destin is formally authorized to execute and agreement for and on behalf of the City of Destin, which agreement is attached and made a part hereof.

ADOPTED THIS 16th DAY OF DECEMBER, 2019.

By:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

**INTERLOCAL AGREEMENT FOR
BEACH SAFETY AND LIFEGUARD SERVICES**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into on the effective date below, by and between the CITY OF DESTIN, a political subdivision of the State of Florida (hereinafter referred to as “the City”) and DESTIN FIRE CONTROL DISTRICT, an independent special district (hereinafter referred to as “the District”).

WHEREAS, the City finds that enhancing the safety of its beaches is an essential component of promoting the City as a tourist destination; and

WHEREAS, the presence of lifeguards will promote safety and encourage enjoyment of the beaches; and

WHEREAS, the City desires beach safety and lifeguard services; and

WHEREAS, the District has offered to render certain beach safety and lifeguard services as more fully described in this Agreement, and has the qualifications, experience and resources to perform such services; and

WHEREAS, the City determines it would be in the best interest of the health, safety and welfare of its citizens and visitors to enter into this Agreement with the District for the rendering of those services described in this Agreement.

NOW, THEREFORE, acting pursuant to their statutory authority and in consideration of the mutual covenants and agreements of the parties, the City and the District agree as follows:

**SECTION I.
AUTHORITY**

1.1 This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, (hereinafter referred to as the “Act”) and other applicable provisions of law.

**SECTION II.
PARTIES**

2.1 The parties to this Agreement are the City and the District.

**SECTION III.
FINDINGS**

3.1 The recitals set forth above are hereby approved and incorporated herein.

**SECTION IV.
TERM OF AGREEMENT**

4.1 The term of this Agreement shall be for one (1) fiscal year effective October 1, 2019 through September 30, 2020.

4.2 Termination. Either party may terminate this Agreement for any reason by giving written notice to the other party of its intent to terminate this Agreement. Such written notice of intent shall be given no less than thirty (30) days prior to the conclusion of the current Season, as defined in **EXHIBIT A**. No termination shall be effective until the conclusion of the current Season. In the event the City declares a financial emergency as defined by the Florida Auditor General, the City shall provide a thirty (30) day notice and be relieved of any obligations as it pertains to this Agreement and the District will no longer provide the Scope of Services as outlined in **EXHIBIT A**.

SECTION V. COMPENSATION

5.1 The City agrees to pay the District for full and timely performance of its obligations hereunder, a total amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for the fiscal year beginning October 1, 2019 (“2019 Contract Amount”).

5.2 Payment will be made in equal amounts by the 15th of each month the service is provided as described in the Scope of Services as set forth in **EXHIBIT A**.

SECTION VI. SCOPE OF WORK

6.1 The District shall provide beach safety and lifeguard services as more fully described in the Scope of Services set forth in **EXHIBIT A** attached hereto and incorporated by reference.

6.2 The Scope of Services set forth in **EXHIBIT A** shall include beach safety and lifeguard services to Norriego Point only if funding is provided in full by Okaloosa County, Florida to the District, as set forth in the Interlocal Agreement for Beach Safety and Lifeguard Services between Okaloosa County, Florida and Destin Fire Control District, an unexecuted version of which is attached hereto and incorporated by reference as EXHIBIT B. This Section (6.2) is contingent upon a fully executed Exhibit B, the Interlocal Agreement between Okaloosa County, Florida and the District. The Parties agree if the material provisions of Exhibit B are not executed, Section 6.2 of this Agreement is null and void. The Parties further agree if the material provisions of Exhibit B are not executed, the District will not have to provide Scope of Services set forth in Exhibit A to Norriego Point. All other terms of this Agreement and Exhibit A will survive.

6.3 The District shall provide a point-of-contact for the services provided under this Agreement. The point of contact shall be available to the City at all times as necessary for the proper performance of this Agreement by the District.

6.4 The District shall place the City of Destin’s logo (“Logo”) on equipment and vehicles used to provide services under this Agreement. Said Logo shall be provided by the City and shall be non-permanent. Additionally, the District agrees to work with the City to enhance marketing efforts of the City of Destin. Such marketing efforts shall include, but not be limited to, social media development and interaction, public relations and publicity initiatives, webpage links and landing pages, and photograph and video.

SECTION VII. RECORDS AND REPORTING

7.1 For the services performed under this Agreement, the District shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the District in connection with the services performed under this Agreement or otherwise paid or to be paid from either incremental revenues or the proceeds of increment obligations, and said books, records, documents and other instruments shall be retained by the District for a period of three (3) full years after termination of this Agreement. However, notwithstanding the above, no books, records, documents or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida Law.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE CITY CLERK, City of Destin 4200 Indian Bayou Trail Destin, Florida 32541: (850) 837-4242 rbailey@cityofdestin.com.

7.2 The District must comply with the public records laws, Chapter 119, Florida Statutes, specifically the District must:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the District does not transfer the records to the City.

7.3 Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the District or keep and maintain public records required by the City to perform the service. If the District transfers all public records to the public agency upon completion of the Agreement, the District shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the District keeps and maintains public records upon completion of the Agreement, the District 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.

SECTION VIII.

AUDIT

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

8.2 The City shall have full access, for inspection, review, and audit purposes, to all items referred to in Section VII above and shall comply with all public records laws.

SECTION IX.
REPRESENTATIONS AND WARRANTIES

9.1 The City does hereby represent and warrant to the District that it has all requisite power, authority, and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

9.2 The District does hereby represent and warrant to the City that it has all requisite power, authority, and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, make any payment contemplated hereby, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

SECTION X.
AMENDMENTS

10.1 Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the parties hereto. Any party to this Agreement shall have the right, but not obligation, to waive any right or rights, limitation or limitations, or condition or conditions herein reserved or intended for the benefit of such party without being deemed to have waived other rights, limitations, or conditions. However, any such waiver shall be valid only if expressly granted in writing as described above.

SECTION XI.
DISPUTE RESOLUTION

11.1 The parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with the provisions of the Florida Governmental Conflict Resolution Act as set forth in Sections 164.101-164.1061, Florida Statutes ("FGCRA").

11.2 To the extent that the parties are unable to resolve this dispute through the provisions of the FGCRA, then within thirty (30) days, the parties shall be required to participate in mediation. The cost of the mediation shall be borne equally between the parties. The mediator shall be mutually agreed upon by the parties.

11.3 In the event that the matter is not resolved through the mediation process, each party shall be free to pursue any of its available remedies.

11.4 Attorneys' Fees and Recoverable Costs

a. In the event of a legal action or other proceeding arising under this Agreement or a dispute regarding any alleged breach, default, claim, or misrepresentation arising out of this

Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level. This Section shall apply to any disputes brought under the FGCR.

b. Recoverable Costs. The reasonable costs that the prevailing party shall be entitled to recover pursuant to Agreement shall include any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs).

SECTION XII. **SEVERABILITY**

12.1 If any one or more of the covenants, agreements or provisions of this Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, then the remainder of this agreement shall remain in full force and effect.

SECTION XIII. **CONTROLLING LAW**

13.1 All covenants, stipulations, obligations and agreements of the City and the District contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of each of the City and the District to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. The laws of the State of Florida shall govern any and all provisions of this Agreement and any proceeding seeking to enforce or challenge any provision of this Agreement. Venue for any proceeding pertaining to this Agreement shall be exclusively in Okaloosa County, Florida.

SECTION XIV. **NOTICE**

14.1 If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested.

As to the City as follows:

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

As to the District as follows:

Chief Kevin Sasser
Fire Chief
Destin Fire Control District
848 Airport Road
Destin, Florida 32541

SECTION XV.
NO MEMBER LIABILITY

15.1 Neither the members of the governing body of the City, the District, nor any official executing this Agreement, shall be liable personally or shall be subject to any accountability for reason of the execution by the City, the District or any executing authority of the City or the District for any act pertaining thereto.

SECTION XVI.
FORCE MAJEURE

16.1 A party's timely performance of its obligations under this Agreement, only to the extent it is specifically affected thereby, shall be suspended, without forfeiture of any performance bond or the incurring of any financial liability, when and only for as long as performance of such obligations is prevented by reasons of any of the following cases: (i) acts of God, including without limitation severe weather events, (ii) operation of law, and (iii) any other event beyond the reasonable control of the party whose performance is affected, to the extent not caused by such party's willful or negligent acts or omissions, except in those cases where the party could not have reasonably foreseen and reasonably avoided the occurrence. The party affected by any such event shall give written notice thereof to the other party as soon as practicable after it becomes aware of such an event and, to the extent practicable, shall specify the anticipated length of the delay. The affected party shall use reasonable efforts to minimize the impact of that delay on that party's performance. Neither party shall be liable to the other for damages caused by such events. This provision shall not apply to obligations to make payments under Section V of this Agreement.

SECTION XVII.
FILING

17.1 The City and the District are hereby authorized and directed after approval of this Agreement by the City and the District and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida for recording in the public records of Okaloosa County, Florida as provided in Section 163.01(11), Florida Statutes.

SECTION XVIII.
SOVEREIGN IMMUNITY

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

SECTION XIX.
INSURANCE, LIABILITY AND INDEMNIFICATION

19.1 The District shall be an independent contractor in regard to the services provided herein and shall not be deemed to be the agent of the City.

19.2 During the term of this Agreement, the District shall have in force general liability insurance with limits of at least \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate

naming the City as an Additional Insured and Certificate Holder covering any liability, claim, damage or lawsuit, excluding claims for a taking of property or inverse condemnation, resulting from the actions of the District or its employees, officers or agents in the performance of its responsibilities under this Agreement.

19.3 The District agrees that it shall be fully responsible for all claims, liabilities, damages, costs, actions, suits or proceedings at law or in equity which may occur as a result of the wrongful or negligent acts of its officers, employees, representatives, and agents. The District shall indemnify and hold the City harmless from any and all liability resulting from the wrongful or negligent acts of officers, employees, representative, and agents.

19.4 Any contractor or consultant engaged by the District for work under this Agreement shall be required to protect, defend, indemnify and hold the District and City harmless from all claims, demands, causes of action or liability resulting from injury to or death of persons or damage to or loss of property sustained as a consequence of the Agreement and arising from the said contractor's or vendor's operations or as a proximate result of the acts or omissions of the contractor, consultant or their employees. Such agreement by the contractor or consultant shall include their indemnification as to any assessment of an administrative fine or penalty by a governmental entity for a violation of conditions of any required permit related to their actions or failure to act in carrying out their contractual duties. The District shall require the provisions of this section to be included in all contracts between the District and its contractors and consultants for work or services to occur under this Agreement.

SECTION XX. **CONSTRUCTION**

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

[Remainder of the page left intentionally blank]
[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Agreement on the date and year first above written.

**DESTIN CITY COUNCIL
DESTIN, FLORIDA**

By: _____
Gary Jarvis
Its: Mayor

Dated: _____

ATTEST:

By: _____
Rey Baily
Its: City Clerk

Approved as to form and legal sufficiency:

Kyle S. Bauman
Anchors Smith Grimsley
Its: City Attorney

DESTIN FIRE CONTROL DISTRICT

By: _____
Richard D. Moore
Its: Chairman

Dated: _____

ATTEST

By: _____
Kathryn Wagner

Its: District Clerk

Approved as to form and legal sufficiency:

Dana C. Matthews II
Matthews & Jones, LLP
Its: District Attorney

EXHIBIT A

SCOPE OF SERVICES

The District shall supply beach safety and lifeguard services at four (4) City of Destin public beach access points and one (1) lifeguard with tower and Jet Ski at O'Steen public beach access during the specified time frames as described below.

The beach safety and lifeguard services shall include, but not be limited to, beach safety education; supervising beach areas from assigned lifeguard locations; patrol vessel; performing rescue and accident prevention activities at the beach and in the open water environment; monitoring and advising beach and water users of local, state and federal laws, rules, and ordinances; providing and coordinating emergency medical and water-rescue activities and emergency response.

Priority duties include:

- The "Season" shall be defined as the specified time frames as described below. The District will provide service for two (2) City of Destin public beach access points (The Shore at Crystal Beach and June White Decker) during Spring Break (Saturday, March 7, 2020 through Sunday, April 12, 2020) from the hours of 9:30 am to 6:00 pm.
- The District will provide service for the four (4) City of Destin public beach access points (June White Decker, Pompano Ave, Shirah St, The Shore at Crystal Beach) from the Saturday of Memorial Day weekend through the second weekend in August from the hours of 9:00 am to 7:00 pm.
- The District will provide service for the O'Steen and Norriego Point public beach accesses from the Saturday of Memorial Day weekend through Labor Day from 8:00am to 6:00pm.
- During the Season, the District shall assess the prevailing surf conditions daily, in accordance with United States Lifesaving Association ("USLA") and International Life Saving Federation ("ILSF") standards determine the appropriate beach safety flag and based on that assessment, change the beach flags to reflect the appropriate color and provide lifesaving services.
- Implement the District's beach safety standard operating guidelines so as to best minimize risk to the public and for the safe and efficient operation of lifeguarding service.
- Closely monitoring all aquatic users within designated areas of supervision.
- Maintaining a proactive approach to beach and water safety by advising the public, when necessary, of dangers and providing advice to best minimize risk.
- Educating the public on beach safety and the beach flag system.
- Establishing a social media page that is proactively updated with the current beach flag status and is used to message beach safety information to the public during the season.
- Carrying out the rescue of any person(s) in difficulty and informing other services if and when backup is required.
- Carrying out the other duties such as Emergency Medical Response and Minor First Aid, Dry-Land and In-Water Missing Person Searches, and Safety Interventions and Preventive Actions as required prevent/treat death of injury, minimizing risk, and maintaining public

safety. Providing written reports of incidents and Daily Activity Reports (DAR's) for required beach statistics.

- Monitoring the condition of lifeguard equipment and repair/replace as necessary.
- Undertaking scheduled cleaning and maintenance of surf rescue equipment and facilities on a daily, weekly and monthly basis and repair/replace as needed.
- Manage the District's beach wheelchair program, providing beach wheelchairs at designated locations.
- Maintain personnel training, curriculum, and equipment standards that meet or exceed the standards established by the United States Lifesaving Association's Lifesaving Agency Certification Program.
- Provide an annual comprehensive report to the City Manager which includes, but is not limited to, the following performance measures: (1) the number of personnel used to deliver lifeguard services, (2) the cost of all personnel services, (3) lifesaving activities for the season to include preventative actions and rescues performed, and (4) drowning fatalities in guarded and unguarded areas. The report shall be submitted no later than the end of business on the second (2nd) Friday of November.

EXHIBIT B

**INTERLOCAL AGREEMENT FOR BEACH SAFETY
AND LIFEGUARD SERVICES BETWEEN OKALOOSA
COUNTY, FLORIDA AND DESTIN FIRE CONTROL DISTRICT**

**INTERLOCAL AGREEMENT FOR
BEACH SAFETY AND LIFEGUARD SERVICES**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into on the Effective Date defined below by and between OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as “the County”) and DESTIN FIRE CONTROL DISTRICT, an independent special district (hereinafter referred to as “the District”).

WHEREAS, pursuant to Section 125.0104(5)(c), Florida Statutes, the County is authorized to reimburse expenses incurred in providing public safety services which are needed to address impacts related to increased tourism and visitors to an area; and

WHEREAS, the County finds that providing public safety services is an essential component of promoting the sub-county taxing district as a tourist destination; and

WHEREAS, the County finds the presence of lifeguards will promote safety and encourage enjoyment of its beaches; and

WHEREAS, the County desires beach safety and lifeguard services; and

WHEREAS, the District has the experience, qualifications and resources to provide public safety services, which include beach safety and lifeguard services, which are needed to address impacts related to increased tourism and visitors to the area; and

WHEREAS, the County determines it would be in the best interest of the health, safety, and welfare of its citizens and visitors to enter into this Agreement to provide financial support to the District for the purposes set forth herein.

NOW, THEREFORE, acting pursuant to their statutory authority and in consideration of the mutual covenants and agreements of the parties, the County and the District agree as follows:

Section 1. Recitals. The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

Section 2. District’s Responsibilities.

A. The District shall provide beach safety and lifeguard services as more fully described in the scope of services as set forth in **Exhibit “A”** attached hereto and incorporated by reference.

B. The District shall work in coordination with the Okaloosa County Sheriff’s Office and Okaloosa County Public Safety Department to provide public safety services to Crab Island.

C. The District shall provide a point-of-contact for the services provided under this Agreement. The point of contact shall be available to the County at all times as necessary for the proper performance of this Agreement by the District.

D. The District shall place the Okaloosa County tourist development logo (“Logo”)

on equipment and vehicles used to provide services under this Agreement. Said Logo shall be provided by the County and shall not be permanent. Additionally, the District agrees to work with the County to enhance marketing efforts of the sub-county taxing district. Such marketing efforts may include, but not be limited to, social media development and interaction, public relations and publicity initiatives, webpage links and landing pages, and photograph and video.

E. The District shall invoice the County for September services no later than November 10, 2020 in order to close out this Agreement. Failure to remit a timely final invoice shall result in forfeiture of County funds.

Section 3. County's Responsibilities.

A. Payment and Invoicing

- (1) Pursuant to the authority set forth in Section 125.0104(5)(c), Fla. Stat., the County agrees to pay the District EIGHT HUNDRED SEVENTY-THREE THOUSAND FOUR HUNDRED DOLLARS (\$873,400.00) for services rendered for the fiscal year October 1, 2019 to September 30, 2020 ("Effective Term") as set forth in **Exhibit "A"**. Payment shall be made on a reimbursement basis upon receipt of an invoice, recommendation from the Tourist Development Council and approval from the Board of County Commissioners.
- (2) Invoicing detail shall be in sufficient detail for pre- and post-audit review to insure the services were performed and that the correct amount has been invoiced. Invoices shall include backup documentation detailing expenditure transactions, including but not limited to transaction date, vendor name, and purpose of transaction. Invoices shall be itemized such that the description of services performed is consistent with the description of expenses as set forth in **Exhibit "A"**. The District is authorized to shift expenses between line items so long as the total annual amount is not exceeded.
- (3) Payment may be reduced as necessary in the event of a storm or other occurrence that results in decreased visitation and consequently a significant decrease in tourist development tax revenue to prevent payments for public safety from exceeding the statutory cap amount of 10 percent of the tourist development tax revenue received.
- (4) In the event a portion of an invoice submitted to the County for payment to the District, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice will be processed for payment without regard to that portion which is in dispute.
- (5) *If County funds are provided for reimbursement of the purchase of a capital item – "capital item" means property of a non-consumable nature with a value of \$1,000 or more and normal expected life of one (1) year or more – then the proceeds from subsequent disposal of such capital item (e.g. sale,*

*trade-in, auction) shall be used to meet budgetary needs of the District related to the provision of services under this Agreement. Upon the sale of any capital items, the District shall provide documentation to the County of such sale and reinvestment of the proceeds to provide the Scope of Services attached as **Exhibit "A"**. However, if there are excess funds available to the District at the end of the Effective Term and the parties do not enter into a subsequent agreement for the provision of the services as set forth herein, any excess funds shall be remitted to the County. The County shall retain the right of first refusal prior to the District's disposal of any capital item funded by tourist development tax dollars.*

B. Vehicles and Vessels

- (1) The County shall procure, issue and deliver to the District: three (3) ATVs, one (1) UTV, and one (1) PWC ("Vehicles/Vessels"), which said Vehicles/Vessels will be the equivalent or of greater value than ATVs, UTV and PWC in the District's position for the 2018/2019 fiscal year.
- (2) The Vehicles/Vessels shall be purchased and delivered to the District on or before January 15, 2020, at no charge to the District.
- (3) The Vehicles/Vessels shall be delivered to the District at Destin Fire Station 10, 117 Crystal Beach Drive, Destin, Florida 32541, at no charge to the District.
- (4) Each of the Vehicles/Vessels will be equipped with a rack and trailer, procured by the County.
- (5) Customization of the Vehicles/Vessels will be at the sole discretion and responsibility of the District. Maintenance of the Vehicles/Vessels will be at the sole discretion and responsibility of the District. The County shall reimburse the District for all customizations and all maintenance expenses to the Vehicles/Vessels.
- (6) The Vehicles/Vessels are the property of the County and shall remain in the name of the County. The County shall list the District as an insured for each and every Vehicles/Vessels and the County shall procure the following insurance for each Vehicle/Vessel and provide proof of the same to the District:
 - i. Workers Compensation - \$500,000 per accident
 - ii. Business Automobile - \$1 million for each occurrence
 - iii. Commercial General Insurance - \$1 million for each occurrence
 - iv. Personal Injury and Advertising - \$1 million for each occurrence
- (7) The Vehicles/Vessels shall stay in the sole possession, authority and control of the District during the season as outlined in **Exhibit "A"**.
- (8) The County will not transfer or encumber the Vehicles/Vessels without the prior written consent of the District.

Section 4. Use of County Funds. The funds set forth in Section 3 above shall be used

to pay for costs and expenses as set forth in **Exhibit “A”**. The parties acknowledge that these services are being funded exclusively through proceeds of the Tourist Development Taxes levied by the Okaloosa County Board of County Commissioners. In the event that it is legally determined that such Tax proceeds may not be used for these purposes, then this Agreement shall terminate immediately with services previously rendered by the District being payable as described under Section 5 below.

Section 5. Non-Appropriation of Funds. The District hereby acknowledges that this Agreement is completely dependent on the appropriation of legally available funds by the County and agrees that in the event such funds are not appropriated for any reason this Agreement shall terminate and be considered void. If the Agreement is terminated by the County as provided herein, the District will be paid the prorated amount for services actually performed up to the date of termination.

Section 6. Effective Date and Term of Agreement. This Agreement shall be effective on October 1, 2019 (“Effective Date”) and terminate on September 30, 2020, unless terminated earlier in accordance with the provision contained in this Agreement.

Section 7. Termination. Either party may terminate this Agreement by giving thirty (30) days’ written notice to the other party of its intent to terminate this Agreement.

Section 8. Records & Audit.

A. For the services performed under this Agreement, the District shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the District in connection with the services performed under this Agreement.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

B. District must comply with the public records laws, Chapter 119, Fla. Stat., specifically District must:

- i. Keep and maintain public records required by the County to perform the service.
- ii. Upon request from the County’s custodian of public records, provide the County 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, Fla. Stat., or as otherwise provided by law.
- iii. 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 Effective Term and following completion of this Agreement if the District does not transfer the records to the County.

- iv. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the District or keep and maintain public records required by the County to perform the service. If the District transfers all public records to the County upon completion of the contract, the District shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the District keeps and maintains public records upon completion of the Agreement, the District shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the County, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

C. The County shall have the right from time to time at its sole expense to audit the compliance by the District with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

Section 9. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give any person or corporation other than the parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.

Section 10. Authority. Each party represents and warrants that it, through its elected board, has the right, power, and authority to execute and deliver this Agreement and to perform all of the obligations stated herein.

Section 11. Notice. If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested.

As to the County as follows:

County Administrator
Okaloosa County
1250 Eglin Pkwy N
Suite 102
Shalimar, FL 32579

As to the District as follows:

Fire Chief
Destin Fire Control District
848 Airport Road

Section 12. Entire Agreement. This Agreement represents the entire understanding between the parties with respect to the undertakings covered hereunder and there are no oral or collateral agreements with respect thereto between the parties.

Section 13. Governing Law and Venue. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall lie in the Circuit Court in and for Okaloosa County, Florida.

Section 14. Construction. The parties acknowledge and agree that this Agreement has been drafted jointly by the parties and that no uncertainty or ambiguity as to the proper application or interpretation of the Agreement or any term herein is to be construed against either party as the drafter of the Agreement.

Section 15. Assignment. This Agreement shall not be assigned except by written consent of the parties.

Section 16. Indemnification. Subject to the limitations provided in Section 768.28, Fla Stat., and without otherwise waiving sovereign immunity, both parties shall indemnify and hold harmless the other from and against any and all third party claims, demands, damages, losses, and expenses, including attorney's fees and costs, arising out of this Agreement, except for those claims, demands, damages, losses, and expenses arising out of the other party's negligence, malfeasance, nonfeasance, or misfeasance.

Section 17. Insurance. District shall furnish the County with Certificates of Insurance. The certificate holder shall be as follows:

Okaloosa County
5479A Old Bethel Road
Crestview, Florida 32536

The insurance required shall be written for not less than the following limits unless law requires higher amounts:

- | | |
|------------------------------------|-----------------------------|
| 1. Workers Compensation | |
| a) State | Statutory |
| b) Employers Liability | \$500,000 each accident |
| 2. Business Automobile | \$1 million each occurrence |
| (Combined Single Limit) | |
| 3. Commercial General Insurance | \$1 million each occurrence |
| (Combined Single Limit) | |
| 4. Personal Injury and Advertising | \$1 million each occurrence |
| (Combined Single Limit) | |

Section 18. Severability. If any portion of the Agreement, the deletion of which would not

adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Agreement. If this Agreement or any portion of this Agreement is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

Section 19. Federal Requirements. During the performance of this Agreement, the parties shall comply with the Federal Regulations as set forth in **Exhibit “B”**, which is expressly incorporated herein as part of this Agreement.

Section 20. Amendments. Neither this Agreement nor any portion may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the parties hereto. Any party to this Agreement shall have the right, but not the obligation, to waive any right or rights, limitation or limitations, or condition or conditions herein reserved or intended for the benefit of such party without being deemed to have waived other right, limitations or conditions. However, such waiver shall be valid only if expressly granted in writing as described above.

Section 21. Dispute Resolution. The parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with the provisions of the Florida Governmental Conflict Resolution Act as set forth in Sections 164.101-164.1061, Fla. Stat. (“FGCRA”). To the extent that the parties are unable to resolve this dispute through the provisions of the FGCRA, then within thirty (30) days from the date it is determined the parties cannot resolve their dispute through the FGCRA, the parties shall be required to participate in mediation. The cost of the mediation shall be borne equally between the parties. In the event that the matter is not resolved through the mediation process, each party shall be free to pursue any of its available remedies allowed by law.

Section 22. Attorneys’ Fees and Costs. In the event of a legal action or other proceeding arising under this Agreement or a dispute regarding any alleged breach, default, claim, or misrepresentation arising out of this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and costs, whether incurred before suit, during suit, or at the appellate level. The Section shall apply to any disputes brought under the FGCRA. The reasonable costs that the prevailing party shall be entitled to recover pursuant to Agreement shall include any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Agreement.

DESTIN FIRE CONTROL DISTRICT

By: _____
Richard D. Moore, Chairman

Dated: _____

ATTEST:

By: _____
Kathryn Wagner, District Clerk

**BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA**

By: _____
Charles K. Windes, Jr., Chairman

Dated: _____

ATTEST:

By: _____
J.D. Peacock II, Clerk of Circuit Court

Exhibit "A"

SCOPE OF SERVICES

The District shall supply beach safety and lifeguard services within the area between Destin East Pass and the Okaloosa/Walton County Line, excluding Henderson Beach State Park. Those beach safety and lifeguard services shall include, but not be limited to, beach safety education, patrolling and supervising beach areas from assigned lifeguard locations, patrol vehicle, or vessel; performing rescue and accident prevention activities at the beach and in the open water environment; monitoring and advising beach and water users of local, state and federal laws, rules, and ordinances; providing and coordinating emergency medical and water-rescue activities and emergency response. Such services shall be provided during the following times: 9:00 am (CST) to 8:00 pm (CST) from Memorial Day to Labor Day; and 9:00 (CST) am to 6:00 pm (CST) for the remainder of the season, as defined in the first bullet point below.

Priority duties include:

- The "Season" shall be defined as the period of time beginning the second weekend of March through the second weekend in October. During the season, assess the prevailing surf conditions daily, in accordance with United States Lifesaving Association ("USLA") and International Life Saving Federation ("ILSF") standards, determine the appropriate beach safety flag and based on that assessment, change the beach flags to reflect the appropriate color and provide lifesaving services.
- Implement the District's beach safety standard operating guidelines so as to best minimize risk to the public and for the safe and efficient operation of lifeguarding service.
- Closely monitoring all aquatic users within designated areas of supervision.
- Maintaining a proactive approach to beach and water safety by advising the public, when necessary, of dangers and providing advice to best minimize risk.
- Educating the public on beach safety and the beach flag system.
- Carrying out the rescue of any person(s) in difficulty and informing other services if and when backup is required.
- Carrying out the other duties such as Emergency Medical Response and Minor First Aid, Dry-Land and In-Water Missing Person Searches, and Safety Interventions and Preventive Actions as required prevent/treat death of injury, minimizing risk, and maintaining public safety. Providing written reports of incidents and Daily Activity Reports for required beach statistics.
- Monitoring the condition of lifeguard equipment and repair/replace as necessary.
- Undertaking scheduled cleaning and maintenance of surf rescue equipment and facilities on a daily, weekly and monthly basis and repair/replace as needed.
- Manage the District's beach wheelchair program, providing beach wheelchairs at designated locations.

- Maintain personnel training, curriculum, and equipment standards that meet or exceed the standards established by the United States Lifesaving Association's Lifesaving Agency Certification Program.
- Provide an annual comprehensive report to the Department of Public Safety Director that includes, but is not limited to, the following performance measures: (1) the number of personnel used to deliver lifeguard services, (2) the cost of all personnel services, (3) lifesaving activities for the season to include preventative actions and rescues performed, and (4) drowning fatalities in guarded and unguarded areas. The report shall be submitted no later than the end of business on the second (2nd) Friday of November.

FY2020 Okaloosa County Tourist Development Tax
Operational & Capital Funding Request Budget Detail *to address impacts related to increased tourism and visitors.*

Revised: 9/8/2019

UAS Classification	Expenditure Details	TDI Funding	Other Funding	Total Budget
12- Full-Time Wages	Division Chief	70,396	9,066	79,462
13- Part-Time Wages	22 seasonal lifeguard positions. Positions vary from spring break through fall	485,627	81,258	566,885
14- Overtime	unscheduled (holidays, flood events. Extra staffing for severe weather events)	10,000	-	10,000
21- FICA taxes		44,586	5,625	50,211
22- Retirement		34,509	4,444	38,953
23- Health Insurance		14,285	1,840	16,125
24- Work Comp		22,247	2,551	24,798
Personnel Subtotal		\$ 681,650	\$ 104,784	\$ 786,434
31- Professional Services		41,604	1,096	42,700
34- Other Services	drug, driver and physicals for new employees / unemployment tax	13,851	2,043	15,894
40- Travel & Per Diem		-	-	-
41- Communications	radios, cell phones, and location devices	8,826	1,215	10,041
42- Postage		-	-	-
43- Utilities	electricity, water, gas	1,772	228	2,000
44- Rentals & Leases		-	-	-
45- G/L Insurance		26,473	3,410	29,883
46- Facility Repair/Maint		-	-	-
46- Equipment Repair/Maint	chairs / towers / rescue equipment	1,329	171	1,500
46- Vehicle Repair/Maint	fleet vehicles	19,500	-	19,500
47- Printing & Binding		-	-	-
48- Promotional Activities		-	-	-
49- Other Expenses	junior lifeguard program, public education program (only if break-even is not meet)	3,000	-	3,000
51- Office Supplies	general office supplies, paper, postage, computers	2,200	-	2,200
52- Fuel	fleet fuel	9,000	-	9,000
52- Uniforms	fins, shorts, shirts, hats, foul weather gear	11,656	2,640	14,296
52- Safety/Medical Supplies	first aid boxes, supplies for towers, small tools, protective gear, buoys, flags, etc.	12,650	350	13,000
52- Other Supplies	whistles, cans, dry boxes, pagers etc., education supplies	1,226	49	1,275
54- Memberships		-	-	-
55- Training	continuing education, water and surf training	4,063	937	5,000
Operations Subtotal		\$ 157,150	\$ 12,139	\$ 169,289
64- Equipment	Boards	17,500	-	17,500
64- Equipment	Chairs (qty 3)	17,100	-	17,100
64- Equipment		-	-	-
64- Equipment		-	-	-
64- Equipment		-	-	-
Capital Subtotal		\$ 34,600	\$ -	\$ 34,600
FY 2019 Total		\$ 873,400	\$ 116,923	\$ 990,323

Exhibit “B”

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-

- a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 2986 (after November 27, 2009,

in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

- i. Enrollment in the E-Verify program; or
- ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
- ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
(ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

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First Name	Richard
Last Name	Hickey
Home Address	93 Woodward Street
City	Destin
State	FL
Zip	32541
Phone	301-717-2973
Email	Escaped2sun@Cox.Net
Business Name	N/A
Business Address	N/A
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Brief description of education and experience:	Please provide a brief description of your education and professional experience: - Education: B.A., Master's, and Ph.D. - Professional Experience: Consultant, Analyst, Program Manager, U.S. Army Headquarters Program Analyst, Program Chief, and Deputy Chief for Unit Equipping, and U.S. Senate Legislative Assistant
How long have you lived in Destin?	7 1/2 years
Are you currently a resident of Destin?	Yes

Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	I am member of the STR Task Force which has completed its task but has not be disbanded.
Select the board or committee you are interested in serving on.	Public Works/Public Safety Committee
List your qualifications to serve on the selected board or committee.	I have been a resident of Destin for 7 1/2 years, During that time I have been an active member of the community and participated in a wide range of community activities and events. I have a understanding of many of the community public works and safety issues and challenges and, if appointed, will work with the community and city staff to develop recommendations and proposals to address the city's needs.
What do you consider the purpose of this board/committee to be?	To support Destin and its City Council by identifying public works and safety infastructure needs and recommendations related to sidewalks, roads, lighting, signage and similar structures/areas.
What would you like to see this board/committee accomplish?	Provide the Council with fact based and viable recommendations to address current and near-term future needs.
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	Mr. Steven Menchel

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

12/6/2019

Email not displaying correctly? [View it in your browser.](#)