

**REGULAR MEETING  
DESTIN CITY COUNCIL  
JANUARY 6, 2020  
ANNEX COUNCIL CHAMBERS  
6:00 PM**

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

**CALL TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

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

**1. APPROVAL OF MINUTES**

- A. Approval of Minutes of October 7, 2019 Regular City Council Meeting
- B. Approval of minutes of October 21, 2019 Regular City Council Meeting

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

- A. Recognition of 2019 Holiday Decorating Contest Winners

**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. Budget Amendment for Engineering
- B. FY20 Strategic Plan Summary
- C. Funding options for Utilities Undergrounding
- D. Resident Pass for Beach Parking - South of US Hwy 98
- E. Office Productivity Suite and Email System (Office 365)
- F. Verizon Wireless GSA Supply Authorization
- G. Subaward Agreement No. 2020-R14 between Okaloosa County and City of Destin, Capt. Royal Melvin Heritage Park and Plaza Project; RFP Approval
- H. Development Review System Software - Update
- I. Request for direction from City Council on amendments to Short-Term Rental Ordinance.
- J. Airport Road Update

K. Announcements

**5. PUBLIC HEARINGS**

**6. \*CONSENT AGENDA** (No public comments)

- A. City Council consideration for approval, a project located on Choctawhatchee Bay, ±56 ft. extension, to include a boat house and two (2) 4'x 55' catwalks, located at 936 Bambi Drive. The total project footprint is ± 330 sq. feet.
- B. Junior League of the Emerald Coast - 8th Annual Rock the Roads 5/10k
- C. Approval to award bid, RFB 19-17- REC Clement Taylor Park Replacement of Existing Seawall
- D. Authorization for Payment - John Deere Equipment Lease Option

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

- A. Councilmember Braden
- B. Councilmember Ramswell
  - 1. Nomination of Mr. Matt Sweetser for appointment to the Town Center CRA Advisory Committee
- C. Councilmember Menchel
- D. Councilmember Overdier
- E. Councilmember Marler
- F. Councilmember Destin
- G. Councilmember Morgan
  - 1. Vacation of Azalea Drive and Legion Drive Rights-of-Way
- H. Mayor Gary Jarvis
- I. Land Use Attorney
- 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 necesitan 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](http://www.youtube.com/CityofDestin). Past council meetings can also be viewed here.**

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**MINUTES  
REGULAR MEETING  
DESTIN CITY COUNCIL  
OCTOBER 7, 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 Skip Overdier  
Councilmember Rodney Braden  
Councilmember Chatham Morgan -  
(arrived at 6:20 p.m.)

**Destin City Staff**

City Manager Lance Johnson  
Public Info Manager Catherine Card  
Code Compliance Manager Joey Forgione  
Community Dev Department Louis Zunguze  
Parks/Recreation Director Lisa Firth  
Code Compliance Officer Murray Casey  
Public Services Director Michael Burgess  
City Land Use Attorney Kimberly Kopp

City Clerk Rey Bailey  
Deputy City Manager Webb Warren  
Building Official Noell Bell  
Library Director Wen Livingston  
Code Compliance Officer David Bazylak  
Finance Director Bragg Farmer  
City Attorney Kyle Bauman

**CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE**

Mayor Gary Jarvis called the meeting to order at 6:00 PM. Pastor Gary Carpenter of Destin United Methodist Church gave the invocation; followed by the recitation of the Pledge of Allegiance.

**AGENDA APPROVAL**

Councilmember Destin asked to set aside Mr. Ronnie Bell's presentation until his arrival at this meeting.

Councilmember Destin requested that the following items be placed under his name for discussion / action:

- 1) Heritage Park/Treasury
- 2) Second reading of Election Ordinance

Councilmember Ramswell requested that Consent Agenda items A-G be pulled for discussion.

**Motion by Councilmember Destin, seconded by Councilmember Braden, to approve the agenda incorporating all the above changes passed 6-0 (Council members Destin,**

**Marler, Overdier, Menchel, Ramswell and Braden voted “yes”; Councilmember Morgan was not present during the voting).**

## **1. APPROVAL OF MINUTES**

### **A. Approval of minutes of July 10, 2019 City Council Workshop**

**Motion by Councilmember Menchel, seconded by Councilmember Marler, to approve minutes of July 10, 2019 City Council Workshop passed 6-0 (Council members Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”; Councilmember Morgan was not present during the voting).**

### **B. Approval of minutes of July 1, 2019 Regular City Council Meeting**

**Councilmember Marler moved for approval of minutes of July 1, 2019 Regular City Council Meeting; seconded by Councilmember Overdier. Motion passed 6-0 (Council members Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”; Councilmember Morgan was not present during the voting).**

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

### **A. Presentation of Certificate of Achievement to Mr. Murray Casey and Mr. David Bazylak, from the City of Destin Code Compliance Department**

The Mayor presented a Certificate of Achievement to Mr. Murray Casey and Mr. David Bazylak, City of Destin's Code Compliance Officers, recognizing their life saving actions in the line of duty. Mr. Casey was recognized for rendering aid to a distressed swimmer in the Gulf of Mexico while on code compliance patrol. Mr. Bazylak rendered aid to two distressed kayakers in the Destin Harbor while on code compliance patrol.

Following this item, the next item discussed was agenda item 4A

### **B. Ronnie Bell from Waste Management Update on Recycling and Rates**

Mr. Ronnie Bell from Waste Management, Inc., provided an update on recycling and rates. He informed the Council that on September 17, 2019, the Okaloosa County Public Works Director presented the following three options to the Board of County Commission for the future of recycling in the unincorporated Okaloosa County:

- 1) Leave service as is with delivery of recyclable material to the Emerald Coast Utility Authority (ECUA) with an increase of \$1.00/month for each unincorporated Okaloosa County residential customer
- 2) Divert collected recyclable material to the Waste Management waste-to-energy facility at the Springhill landfill facility in Jackson County
- 3) Eliminate the recycling program

Mr. Bell noted that the County Commission voted to continue recycling and divert recyclable materials for the unincorporated Okaloosa County to the Springhill facility in Jackson County, which became effective October 1, 2019. The County Commission has scheduled a workshop to discuss recycling on October 10, 2019 at 5:00 PM at the Shalimar Courthouse to hear from citizens and discuss the recycling options in more detail and allow the public ample opportunity to speak on the subject.

Mr. Bell pointed out that no recyclables from the City of Destin would be taken to the Springhill facility. They would be going to a recycling facility in Montgomery, Alabama, called Re Power South (RPS). Waste Management has signed a contract with RPS, and they would be transporting the recyclables from the City to the Montgomery site. The processing fee at RPS is \$45 per ton, and a total of \$111 per ton including the transportation cost; however, the City is not being asked to approve a rate increase tonight as they are not completely sure of the total cost at this time. They would be developing the cost and will be coming back soon to ask the City for an amendment to the contract for a rate increase and whether they want to continue recycling. He noted that RPS takes mix paper, cardboard, plastic and aluminum. They do not normally take glass; but since they will be in a transition period, they would be willing to work with the cities and accept minimal glass until the cities reach a decision. If the City of Destin decides to continue with the program, Waste Management will continue to work with City staff and with the public and educate the citizens about the glass situation.

Councilmember Braden asked who determines the contamination percentage in the recycled materials and what is the estimated amount of materials collected from Destin that is contaminated.

Mr. Jake Alderfer of Waste Management replied that the recycling facility determines the amount of contamination. He continued that ECUA has been providing the contamination percentage to Waste Management; and that Waste Management has conducted studies based on that information and could attest to the fact that the City of Destin has been the best recycler out of all their contracts. The amount of contaminated materials from Destin has been very minimal.

Councilmember Ramswell pointed out that the unincorporated areas of Okaloosa County would include Regatta, Kelly, Legacy and other areas in Destin; which provides more incentive for passionate recyclers to annex into the City.

Councilmember Menchel stated they should not make any decisions with regards to a rate increase without public input.

Councilmember Destin stated that in addition to a rate increase, he would also want to discuss options of not exclusively using a single recycling source.

Following this item, next item discussed was agenda item 5C

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

#### **4. CITY MANAGER REPORTS**

##### **A. Crab Island Proposed Actions**

Councilmember Braden, the Council's representative to Okaloosa County's Floating Structures Committee presented the Committee's recommendations to the Board of County Commissioners (BOCC), as outlined in a proposed ordinance. The BOCC will discuss the recommendations at a workshop on October 22, 2019. Councilmember Braden stated that the Destin City Council may elect to take a position on these proposed revisions and present them to the BOCC for consideration.

**Councilmember Braden moved to recommend approval of the proposed changes to the County's Floating Structures Ordinance that were approved by the Floating Structures Committee to the County Commissioners; seconded by Councilmember Overdier.**

Councilmember Ramswell's findings/recommendations relative to the proposed ordinance:

- Page 3, line 5-6: refers to "principal floating structure"; but ordinance only provides definition for "primary floating structure"
- Page 5, Section 19-83(2)(a) – discusses floating structures permanently moored to a dock as having alcoholic beverage prohibition. Suggests changing to "permanently and temporarily" to avoid any loopholes
- The proposed ordinance referenced a "map of the area" as an attachment, but the map is not provided.

The City Attorney will address above findings/recommendations with the County Attorney.

**The Mayor called for a vote on the motion, which passes 5-1 (Council members Destin, Overdier, Menchel, Ramswell and Braden voted "yes"; Councilmember Marler voted "no"; Councilmember Morgan was not present during the voting).**

##### **B. Development Review Software Update/Request for Public Closure of Community Development Department on Fridays**

Deputy City Manager Webb Warren provided a Development Review Software update. He stated that Energov has assembled its software implementation team and is targeting November/December 2019 for the beginning of the implementation of the project. The document scanning contract has been executed with an outside company based in Mobile, Alabama. They have picked up the first load of sorted documents and they have been transferred to their facility.

Community Development Director Louis Zunguze noted that as part of his department's automation initiative effort, they have to dedicate a big part of their work week to the software migration to help achieve maximum results with the Energov project. He asked for Council's authorization to close his department to the public on Fridays.

**Councilmember Destin moved to authorize the Community Development Department staff to close to the public on Fridays and dedicate their resources to implementing the development review software and scanning project; seconded by Councilmember Menchel.**

Councilmember Destin asked Mr. Zunguze to work with the City's Public Information Manager to announce the closure on social media so that the public would be fully informed. He asked if the increase in short-term rental budget assessment would be enough to hire more staff so that the department could come back to full schedule in a matter of months.

Mr. Zunguze noted that the short-term rental budget increase is primarily dedicated to the Code Compliance Department; however, there is a life safety issue that needs to be addressed with the Building Department with the short-term rental program. They would be able to hire more staff if approved by Council. He added that with their current level of resources, they expect the scanning portion of the project to take approximately 8 months; but they would be able to access the information live on a 20 percent increment. He added that in the meantime, they would still be conducting scheduled inspections and walk-in customers would not be tuned away.

**The Mayor called for a vote on the motion, which passes 6-0 (Council members Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”; Councilmember Morgan was not present during the voting).**

#### C. Announcements

The City's Public Information Manager Catherine Card provided the following update on the upcoming Open House:

- ⤴ Thursday, October 24<sup>th</sup> from 11:30 – 1:00 PM @ the Destin Community Center
- ⤴ Theme is “Looking Back, Moving Forward”
- ⤴ Shred truck on site from 11:00 to 2:00 PM
- ⤴ Parking fees at the Community Center will be waived from 10:00 AM to 3:00 PM

## 5. PUBLIC HEARINGS

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

The City Attorney read proposed Ordinance 19-16-LC by title, and then presented it to the Council on first reading.

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

FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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 their discussion and consideration.

**Councilmember Menchel moved for approval of Ordinance 19-16-LC on first reading; seconded by Councilmember Ramswell.**

The Land Use Attorney noted that staff has made one change to the proposed ordinance based on the recommendation by the Local Planning Agency. They have included specific language which basically constitute a *Prima Facie* case on page 3, paragraph B – *Prima Facie Evidence of Change of Use*. The Local Planning Agency did not recommend specific numbers with regards to square footage of gross floor area. Staff came up with the actual criteria in the ordinance.

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

B. First reading of Ordinance 19-19-LC - Process of development application review.

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

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO THE PROCESS FOR DEVELOPMENT APPLICATION REVIEW; PROVIDING FOR AMENDMENTS TO ARTICLE 2 (“ADMINISTRATION”) OF THE LAND DEVELOPMENT CODE; PROVIDING FOR AMENDMENTS TO ARTICLE 7 (“LAND USE, TYPE, DENSITY, INTENSITY, ZONING AND REGULATORY CONTROLS”) OF THE LAND DEVELOPMENT CODE; MODIFYING THE TECHNICAL REVIEW COMMITTEE PROCESS; AMENDING NOTICE REQUIREMENTS FOR DEVELOPMENT APPLICATIONS; AMENDING THE CONDITIONAL USE PROCESS; AMENDING THE THRESHOLDS FOR MAJOR DEVELOPMENT ORDER REVIEW; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Attorney Stephen Tatum of Matthews and Jones stated that he is speaking on behalf of Mr. Shane Cannon who owns a particular piece of property that will be heard later on in the meeting with another ordinance. One of the potential uses of that property will now become a conditional use based on this particular ordinance. He noted that on page 16, paragraph G – *Criteria for Conditional Uses*, of the proposed ordinance that reads:

“i. *Land use compatibility.* The applicant shall demonstrate that the conditional use, including its proposed scale and intensity, traffic-generating characteristics, and off-site impacts are compatible and harmonious with adjacent land use and will not adversely impact land use activities in the immediate vicinity.”

According to Mr. Tatum, there is no specific description of the terms “compatible” and “harmonious” in the proposed ordinance; adding they are so vague it would be hard for a developer or a private property owner to gauge their future actions upon these terms. Something that is “harmonious” and “compatible” to one person may not be the same with another. He also stated the current zoning districts already have similar compatible uses as allowable or conditional uses within those areas.

Mr. Tatum also referred to the following paragraph on page 17 of the proposed ordinance:

“v. *Avoid Over Proliferation of Uses.* An over-proliferation of similar uses within a zoning district shall not be permitted.”

Mr. Tatum stated that zoning districts are designed to have similar uses within them; and so it seemed they would always have an over-proliferation of uses within a zoning district because everything within a zoning district should be a similar use. He continued that the property he is representing is being rezoned to ROI-DR. If the owner of that property wanted to put some townhomes on that piece of property, he would have to show there is not an over-proliferation of townhomes in that zoning district. He added that the term “over-proliferation of uses” is vague and would make it difficult for a property owner to gauge their future action based on that term. He urged the Council not to adopt an ordinance with such vague language such as the one before them; or add some language in the ordinance that allows for a conceptual review approval such as the one they have at Walton County.

According to the Land Use Attorney, this proposed ordinance is legislative and applies City-wide and not specific to anybody's property within the City. It would not be appropriate to discuss any specific property in the context of this ordinance. This ordinance has standard language with objective criteria with room for flexibility. If they put in only objective language as criteria, it would not be possible for staff to address any situation that comes up. She also stated that she had previously spoken to Mr. Tatum about the concept idea. She extremely opposes the conceptual review approval. To have the City Council approve a concept is problematic from a legal perspective. If they give someone an approval early on, the property owner could then proceed to spend money and then potentially sue the City if the project does not move forward. She added that the City has a process that includes a pre-application meeting where staff goes into all the details with the property owners and developers before they spend any money.

Councilmember Ramswell asked for the reason “Abutter Notices” as outlined in the staff report did not include written notices for development order amendments.

According to Mr. Zunguze, any development order amendment is either a major or minor deviation, which are included in the abutter notices.



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

**Councilmember Overdier moved for approval of Ordinance 19-19-LC on first reading, with the conditional use approval to be at the City Manager, Community Development Director, or at the Local Planning Agency level; seconded by Councilmember Marler.**

Councilmember Destin stated that he is apprehensive to delegate the review authority from the City Council back on the staff as every single decision will have a significant public policy or quality of life impacts. He added that staff's job is to implement Council's policies and the Council is accountable to the citizens.

Councilmember Marler stated they have a diverse Council with various fields of expertise. They hired staff that is versed in exactly what they are trying to implement.

Councilmember Ramswell stated that the Council is in charge of establishing division of the City and making sure they follow a path they all deemed proper and best suited for the City. For these reasons, she feels they should be making the decisions regarding this matter.

Councilmember Menchel stated he would not support delegating the Council's authority.

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

**Motion by Councilmember Ramswell, seconded by Councilmember Braden, to approve Ordinance 19-19-LC on first reading passed 6-1 (Council members Morgan, Destin, Marler, Menchel, Ramswell and Braden voted “yes”; Councilmember Overdier voted “no”).**

At this time, Mr. Ronnie Bell of Waste Management has arrived at the meeting.

**Motion by Councilmember Menchel to set aside the order of the day and allow Mr. Ronnie Bell from Waste Management, Inc. to give his presentation was seconded by Councilmember Destin and passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).**

The next item discussed was agenda item 2B

C. First reading of Ordinance 19-23-LC - Amending the Land Development Code, Section 7.12.01(A)2 Zoning Maps to include a change in the zoning designations of parcels from Medium Density Residential Village (MDR-V) to Residential, Office and Institutional Village Residential (ROI-VR)

The City Attorney read proposed Ordinance 19-23-LC by title, and then presented it to the Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATIONS OF THE PARCELS DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM MEDIUM DENSITY RESIDENTIAL (MDR) TO RESIDENTIAL, OFFICE AND INSTITUTIONAL-VILLAGE RESIDENTIAL (ROI-VR); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Attorney Stephen Tatum of Matthews and Jones noted that the proposed ordinance converts the ROI-GD land use zoning district to ROI-VR zoning district; thereby making everything that was a permitted use in ROI-GD a conditional use. One of their main concerns is multi-family attached dwelling units being a conditional use. They believe one of the main reasons for this conversion was the amount of apartment buildings that have been built in the City recently. He also pointed out there is a conflict that exists between the Comprehensive Plan and Land Development Code in terms of the definition for multi-family dwelling units. He asked that Table 7-2 of the ordinance that covers multi-family attached dwelling be broken down into two categories; one being apartments; and the other to multi-family dwelling units. This would take care of the conflict regarding definition as well as the Council's concern that apartments do not provide the same sense of ownership as do duplexes, tri-plexes and townhomes.

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

**Councilmember Ramswell moved for approval of proposed Ordinance 19-23-LC on first reading; seconded by Councilmember Menchel.**

According to Mr. Zunguze, staff is aware of the potential conflict that exists in terms of definition for multi-family dwelling units; however, they believe the best way to approach it is to handle it at the comprehensive plan level. If they amend the definition in the comprehensive plan, everything else will follow. He continued that the proposed ordinance that is currently before the Council is a step in the right direction.

Councilmember Ramswell noted there is a statement on page 2, Section 3, of the proposed ordinance that obviously need to be deleted. The statement reads, "*Lauren, please insert Parcel ID nos. here and use a revised Ex. A which removes the institutional parcel.*"

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

D. First reading of Ordinance 19-24-LC - Relating to changes to the Zoning Map, which changes the zoning of multiple parcels from Residential, Office, Institutional General Development (ROI-GD) to Residential, Office Institutional Village Residential (ROI-VR)

The City Attorney read proposed Ordinance 19-24-LC by title, and then presented it to the Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATIONS OF THE PARCELS DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM RESIDENTIAL, OFFICE AND INSTITUTIONAL-GENERAL DEVELOPMENT (ROI-GD) TO RESIDENTIAL, OFFICE AND INSTITUTIONAL-VILLAGE RESIDENTIAL (ROI-VR); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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 their discussion and consideration.

**Councilmember Menchel moved for approval of Ordinance 19-24-LC on first reading; seconded by Councilmember Ramswell. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).**

E. First reading of Ordinance 19-25-LC - Amending Article 7 of the Land Development Code to establish conditional uses in the Commercial General (CG) zoning district.

The City Attorney read proposed Ordinance 19-25-LC by title, and then presented it to the Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING THE COMMERCIAL GENERAL (C-G) 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.

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 their discussion and consideration.

**Councilmember Ramswell moved for approval of Ordinance 19-25-LC on first reading; seconded by Councilmember Menchel. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).**

F. First reading of Ordinance 19-26-LC - Relating to changes to the Zoning Map, which changes the zoning of one parcel from Institutional (INST) and Commercial General (CG) to entirely Institutional (INST).

The City Attorney read proposed Ordinance 19-26-LC by title, and then presented it to the Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATIONS OF THE PARCEL DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM INSTITUTIONAL (INST) AND COMMERCIAL GENERAL (C-G) TO INSTITUTIONAL (INST), ONLY; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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 their discussion and consideration.

**Councilmember Ramswell moved for approval of Ordinance 19-26-LC on first reading; seconded by Councilmember Menchel. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).**

G. First reading of Ordinance 19-27-LC - Relating to changes to the Zoning Map, which changes the zoning of multiple parcels from Commercial General (CG) to Town Center Mixed Use (TCMU), to match the future land use designation assigned in the Comprehensive Plan.

The City Attorney read proposed Ordinance 19-27-LC by title, and then presented it to the Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATIONS OF THE PARCELS DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM COMMERCIAL GENERAL (C-G) TO TOWN CENTER MIXED USE (TCMU); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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 their discussion and consideration.

**Motion by Councilmember Braden, seconded by Councilmember Ramswell, to approve Ordinance 19-27-LC on first reading passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).**

H. First reading of Ordinance 19-28-LC Consolidation of the Residential, Office, Institutional General Development (ROIGD) and Residential, Office, Institutional Village Residential (ROI-VR) zoning districts.

The City Attorney read proposed Ordinance 19-28-LC by title, and then presented it to the Council on first reading.

**AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLE 7 OF THE LAND DEVELOPMENT CODE TO ELIMINATE THE RESIDENTIAL, OFFICE AND INSTITUTIONAL-GENERAL DEVELOPMENT ZONING DISTRICT (ROI-GD) AND CONSOLIDATE IT WITH THE RESIDENTIAL, OFFICE AND INSTITUTIONAL-VILLAGE RESIDENTIAL ZONING DISTRICT (ROI-VR); 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.**

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 their discussion and consideration.

**Motion by Councilmember Menchel, seconded by Councilmember Ramswell, to approve Ordinance 19-28-LC on first reading passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).**

I. First reading of Ordinance 19-29-LC - Relating to changes to the Zoning Map, which changes the zoning of one parcel from multiple zoning districts (Recreation, Institutional, and Residential, Office, Institutional General Development) to Institutional (INST).

The City Attorney read proposed Ordinance 19-29-LC by title, and then presented it to the Council on first reading.

**AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATION OF THE PROPERTY DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM MULTIPLE ZONING DISTRICTS TO ONE ZONING DISTRICT; SPECIFICALLY, FROM INSTITUTIONAL (INST), RESIDENTIAL, OFFICE AND INSTITUTIONAL-GENERAL DEVELOPMENT (ROI-GD), AND RECREATIONAL (REC) TO INSTITUTIONAL (INST), ONLY; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS;**

PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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 their discussion and consideration.

**Motion by Councilmember Ramswell, seconded by Councilmember Overdier, to approve Ordinance 19-29-LC on first reading passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).**

J. First reading of Ordinance 19-30-CN - Livery Vessel Permitting Moratorium Extension

The City Attorney read proposed Ordinance 19-30-CN by title, and then presented it to the Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO LIVERY VESSELS; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR DEFINITIONS; PROVIDING FOR A TWELVE MONTH EXTENSION OF ORDINANCE 19-08-CN (TEMPORARY MORATORIUM ON LIVERY VESSEL PERMITS); DIRECTING STAFF TO DEVELOP RECOMMENDATIONS FOR REGULATION OF LIVERY VESSELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXPIRATION OF MORATORIUM; AND PROVIDING FOR AN EFFECTIVE DATE.

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 their discussion and consideration.

**Councilmember Overdier moved for approval of Ordinance 19-30-CN on first reading; seconded by Councilmember Ramswell. Motion passed 6-1 (Council members Morgan, Destin, Overdier, Menchel, Ramswell and Braden voted “yes”; Councilmember Marler voted “no”).**

## **6. CONSENT AGENDA**

- A. Request approval of contract extension for the Asphalt Services with H&T Contractors
- B. Request approval of contract extension for Concrete Services with SH Hayes Enterprises
- C. Request approval of contract extension for Fencing Services with SH Hayes Enterprises
- D. Request approval of contract extension for Road Striping Services with Emerald Coast Striping d/b/a Coastline Striping
- E. Request approval of contract extension for Security and Fire Safety with Advanced Protective Technologies
- F. Request approval of contract extension for Stormwater Maintenance with Florida Septic and Sewer

- G. Request approval of contract extension for Miscellaneous Generator Continuing Services with RONCO Electric Service, LLC
- H. Request for use of city streets for McGuire's Irish Pub 5k/10k Run
- I. Resolution 19-22, FY 20 Law Enforcement Agreement
- J. Contract for FY19 Audit Services
  
- K. Resolution No. 19-23, Interlocal Agreement with the Destin Fire Control District for Beach Safety Services and Lifeguard Services
- L. Agreement with the Choctawhatchee Basin Alliance for Continuing Services
- M. Authorization to make Repairs to Matthew Blvd roadside parking, contractor damage
- N. Resolution Number 19-24 Regarding Extension of Development Orders
- O. Resolution 19-25 Execution of 2020 Okaloosa County Public Library Cooperative Interlocal Agreement

Consent Agenda items 6A thru 6G have been pulled for discussion.

**Councilmember Destin moved for approval of Consent Agenda item 6H thru 6O; seconded by Councilmember Marler. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).**

With regards to Consent Agenda items 6A thru 6G, Councilmember Ramswell pointed out that these are all contract extensions, but copies of the original contracts have not been attached. She stated that Council needs to see the original contract so they know the terms that are included in that contract and could intelligently approve the extension of that contract.

The City Manager noted it was an oversight on the part of staff, and that copies of original contracts will be provided to the Council.

Consent Agenda 6A – *Request approval of contract extension for the Asphalt Services with H&T Contractors*

Councilmember Ramswell asked how often they use the Asphalt Services contractor and how they are compensated for their services.

Public Services Director Michael Burgess noted that H&T Contractors are currently resurfacing Gulf Shore Drive and Restaurant Row. They have resurfaced 5 streets for the City this year; which is about the average number every year. He continued that \$400,000 in estimated work was approved in the Fiscal Year 2020 budget for concrete services. They put this services out to bid in December 2017 and received about 5 respondents. The City’s Bid Committee selected H&T Contractors based on price and availability, among other things; and this is a request for extension of that existing contract with no changes. It is a one-year contract which is eligible for renewal 4 times.

Councilmember Ramswell noted that since the effective date of the original contract was December 2017, it expired 9 months ago in December 2018.

According to Mr. Burgess, the contract has been renewed once. This is a request for a second contract extension.

Finance Director Bragg Farmer explained that for the most part, all continuing services contracts run on a fiscal year basis. They are renewed in October through the next September.

The City Attorney noted he has reviewed all the continuing services contracts and proposed extensions last Thursday and approve of them as to form and legal sufficiency.

Councilmember Menchel asked if they rebid the contract since December 2017 for a better price.

**Councilmember Menchel moved to re-bid all continuing services contract on a yearly basis.**

Mr. Burgess explained it is the standard operating procedure for the City to extend the contract if the vendor provides good product in a timely manner.

Councilmember Menchel stated that rebidding the contract could provide the City a similar service for a cheaper price. He recommends rebidding all the continuing services contracts. He also asks that all information be provided to the legal counsel for review a lot sooner than 2 business days before a scheduled Council meeting.

The City Manager noted that all these contracts were vetted and approved last year by the City's legal counsel; however, he will make sure they are provided to the City Attorney much earlier.

Councilmember Destin asked if there was any risk of jeopardizing this and any of the other contracts by waiting another two weeks to review and approve them.

The City Attorney noted all the contracts expire the end of this fiscal year (September 2019); however, there is usually a grace period for municipal governments.

The City Manager noted that on certain occasions in the past Council has authorized a month-to-month extension; adding they could extend the contracts for one month which would allow them to get projects done while the Council reviews the contract extensions.

Councilmember Destin recommends extending each of the contracts for another month while they are being reviewed and considered for an extension.

The City Attorney stated they need to extend each contract by a motion individually.

Councilmember Menchel withdraws his current motion on the floor.

**Councilmember Destin moved to instruct City staff and City Attorney to communicate to H&T Contractors the Council's desire to extend the term of the contract**



**for the Asphalt Services to a month-to-month arrangement, and for staff to bring the item back at the next regular City Council meeting; seconded by Councilmember Menchel.**

Councilmember Ramswell asks how often they rebid contracts.

The City Manager noted that several years ago, a previous City Attorney opined they should only allow up to 4 yearly contract extensions before they are rebid. In many cases in the past, they were getting a better price by renewing rather than rebidding a contract.

Councilmember Menchel stated that moving forward, staff should also include any supplemental reports to each contract.

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

*Consent Agenda 6B – Request approval of contract extension for Concrete Services with SH Hayes Enterprises*

Councilmember Braden noted that some people are parking and driving their vehicles on these sidewalks, and they are not designed to take this kind of abuse. He recommends changing the specifications on the concrete services contract for 6’ to 10’ sidewalks to the following:

- 4000 psi instead of 3000 psi
- Wire reinforcement
- No more than 4 slumps on concrete

**Councilmember Destin moved to instruct the City Attorney to communicate to SH Hayes Enterprises the Council’s desire to extend the term of the contract for Concrete Services to a month-to-month arrangement, and for staff to bring the item back at the next regular City Council meeting passed. Also to instruct staff to reach out to SH Hayes Enterprises and discuss all the issues Councilmember Braden brought up and bring proposals back to Council for review and cost analysis so Council can decide whether to stay with the current contract or amend the contract to include Councilmember Braden’s proposals. Councilmember Ramswell provided a second to the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).**

*Consent Agenda 6C – Request approval of contract extension for Fencing Services with SH Hayes Enterprises*

**Councilmember Destin moved to instruct the City Attorney to communicate to SH Hayes Enterprises the Council’s desire to extend the term of the contract for the Fencing Services to a month-to-month arrangement, and for staff to bring the item back at the next regular City Council meeting; seconded by Councilmember Ramswell. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).**

Consent Agenda 6D – *Request approval of contract extension for Road Striping Services with Emerald Coast Striping d/b/a Coastline Striping*

**Councilmember Destin moved to instruct the City Attorney to communicate to Emerald Coast Striping d/b/a Coastline Striping the Council’s desire to extend the term of the contract for Road Striping Services to a month-to-month arrangement, and for staff to bring the item back at the next regular City Council meeting; seconded by Councilmember Braden.**

Councilmember Menchel recommends doing a cost analysis to determine if it would be more cost effective to rent the road striping machine and hire a road striping crew as opposed to outsourcing the road striping services.

**Councilmember Destin offered an amended motion to instruct the City Attorney to communicate to Emerald Coast Striping d/b/a Coastline Striping the Council’s desire to extend the term of the contract for Road Striping Services to a month-to-month arrangement. Also, to instruct staff to conduct a cost analysis to determine if it would be more cost effective to rent the road striping machine and hire a road striping crew as opposed to outsourcing the road striping services as recommended by Councilmember Menchel; and then bring the information back at the next regular Council meeting for Council’s review. Councilmember Braden provided a second to the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).**

Consent Agenda 6E – *Request approval of contract extension for Security and Fire Safety with Advanced Protective Technologies*

Councilmember Menchel wants to know what kind of service they are getting for the \$15,000 they are paying for this contract.

According to Mr. Burgess, they have an alarm system, card readers and fire monitoring system in all City facilities; and that the \$15,000 is a monitoring fee.

Councilmember Menchel stated that \$15,000 monitoring fee is way too much especially if they own the equipment. He continued they have been extending this contract since 2015, and that he feels they can save the City some money by rebidding this service.

**Councilmember Menchel moved to instruct City staff to communicate to Advanced Protective Technologies the Council’s desire to extend the term of the contract for Security and Fire Safety to a month-to-month arrangement; and for staff to put this service out to bid, and to bring this item back at the next regular City Council meeting. Councilmember Destin provided a second to the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).**

Consent Agenda 6F – *Request approval of contract extension for Stormwater Maintenance with Florida Septic & Sewer*

**Councilmember Destin moved to instruct the City Attorney to communicate to Florida Septic & Sewer the Council’s desire to extend the term of the contract for Stormwater Maintenance to a month-to-month arrangement, and for staff to bring the item back at the next regular City Council meeting. Councilmember Menchel provided a second to the motion.**

Councilmember Ramswell noted that Destin Water Users should be covering the City’s sewer system.

Mr. Burgess explained that Destin Water Users cover the sanitary sewer system, and this is for storm sewer maintenance. Basically, for the cleaning of large diameter storm sewers and removal of sediment from the City’s stormwater treatment units.

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

Consent Agenda 6G – *Request approval of contract extension for Miscellaneous Generator Continuing Services with RONCO Electric Service, LLC*

Councilmember Menchel noted they have been extending this contract since 2013 and so they should seriously consider rebidding this contract.

**Councilmember Menchel moved to instruct the City Attorney to communicate to RONCO Electric Service, LLC the Council’s desire to extend the contract for Miscellaneous Generator Continuing Services to a month-to-month arrangement; to put this item out to bid; and to bring this item back at the next regular City Council meeting. Motion seconded by Councilmember Ramswell.**

Councilmember Ramswell pointed out this is the only item which included a copy of the original contract. The contract that was approved in 2013 was only supposed to be a 6-month contract and it did not include a language that allows for an extension. Even if extensions are allowed, they should have already exceeded the maximum number of extensions of four.

The City Attorney explained that since RONCO Electric Service, LLC is the service provider of the City’s generator called Generac, it is the sole source for this service. However, it is the Council’s discretion to go out to bid. He continued that he has not seen the other extensions. They may be operating without a contract, which is not totally uncommon.

Councilmember Ramswell also pointed out that page 1 of the proposed extension to the contract showed a recommended one-year extension from “October 1, 2019” thru “October 1, 2019.”

The City Attorney noted it was a typographical error; however, if the current motion passes, they may not actually be entering into this contract. They would be asking for a month-to-month contract extension and put the services out to bid.

**Motion 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**

#### **1) Concrete Continuing Services Contract discussion**

Item was discussed earlier in the meeting.

#### **2) Joe's Bayou Boat Launch and Boat Parking (Old Cemex Plant)**

According to Councilmember Braden, the City spent approximately \$50,000 hiring a contractor to clean up the Old Cemex Plant, the property the City purchased a few years back. However, to the best of his knowledge, the contractor sold the 57 stones and crushed and sold all the concrete that were on the property and left. Since then, more concrete, dirt and debris have been dumped at that location and it is in worst shape than it was prior to the cleanup. And so, he and Mr. Mike Buckingham arranged for CW Contracting, a firm that was doing a road work on US Hwy 98, to provide a bulldozer at no cost which they used to push all the dirt and debris down and place them in the dumpster. The firm also left \$30 to \$40,000 worth of asphalt millings to be used for temporary parking until that area is developed in about 3 years.

Councilmember Braden asked for the opinion of the rest of the Council as to the intended use of the property; whether it is for the extension of the boat ramp property or for overflow parking and greenspace. He stated they would like to convert it to temporary parking and possibly redo the entrance to the boat ramp, but he has been informed by staff that parking was not part of the grant funding to be used to develop that park.

The City Manager stated he is unaware of the source of that information; and that additional parking on that property is part of the \$12 million grant they are supposed to received but are not exactly sure of the exact location. He continued that the State plans to put out a request for qualification this month, and then begin short-listing their professional firms for the design. They were to provide that information to the City around late November or early December this year, and then hire a professional design firm by January 2020. They were also planning of scheduling a workshop to get the public's input on how they want to use this property.

According to Mr. Burgess, there is not a current plan in place for that parking area. The conceptual drawing that accompanied the grant application showed some parking. He continued that he has previously conveyed to Mr. Buckingham that there is available parking on the other side of the street. There is about 10 or 12 parking spots for boat trailer parking as well as

automobile parking area. He added these are the only parking provided in the conceptual drawing.

The City Manager recommends waiting until they get through the conceptual drawing with the State before doing any major changes on the property. He also mentioned that the existing Joe's Bayou parking was designed for small vessels of the past. The entire space would have to be redesigned to accommodate the large vessels of today.

According to Councilmember Morgan, the Council voted to purchase the property 3 years ago; but they never memorialized any intent to add more parking. He also stated that he does not support the expansion of Joe's Bayou Boat Ramp parking on the new parcel because he does not believe it is the best use of that land. He continued that he cannot support spending millions of dollars purchasing the CEMEX Plant to accommodate overflow parking for boaters 5 weekends out of the entire year. The boat ramp is not going to be fully utilized for the next several months.

Councilmember Destin recommends that moving forward, any difference in opinions with regards to jeopardizing any grant funding be vetted through the City attorneys for their legal opinion to assure anything they are doing on the property would not become an issue.

Councilmember Ramswell asked staff to search for an Environmental Impact Study that was conducted possibly around 2013/2014 to satisfy other people's concern about fly ash in concrete.

### 3) LDC Amendments for Simplified Lot Split Process

Councilmember Braden noted that he recently applied for a lot split of his property to make two lots. However, he had to submit a similar application as for someone building a 100-lot subdivision; except he paid \$1,300 instead of \$1,500. There were a lot of information in that application that did not apply to him. He recommends simplifying the process so that someone submitting a simple application such as his does not have to go through the entire plotting process.

According to the Land Use Attorney, staff could formulate an ordinance simplifying the lot-split process so that someone who is simply splitting a lot from one to two does not have to go through the whole plotting process since Chapter 177 of Florida Statutes only apply to 3 lot splits or more.

**Motion by Councilmember Braden, seconded by Councilmember Ramswell, to direct staff to formulate an ordinance adding a simplified lot-split process in the Land Development Code passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").**

#### B. Councilmember Ramswell

##### 1) Letter of Support for the Destin High School

Councilmember Ramswell announced that Destin High School is moving forward. They are working with the public to continue seeking donors and sponsors. They are trying to obtain letters of support from various community leaders and wanting to see if the City of Destin could provide a letter of support for the school.

It was the consensus of the Council to authorize the Mayor to provide a letter of support for the Destin High School on behalf of the City.

According to Councilmember Ramswell, when they discussed the Norriego Point restoration project with FDEP back in August 2019, it was brought up that the construction of the permanent road has not been paid for and staff was to investigate whether there is a contingency plan in place if they do not come to an agreement with the property owner. She asked for an update on this issue.

The City Manager noted that the State is prepared to put in a temporary construction road to allow them to complete the construction of phase 3 of the project, which would include the restroom and boardwalk. The temporary road will become the property of the City upon completion of the project. The City would then have the option of keeping the road or removing it or using the base material for the permanent road. They have an available funding source with the half-cent sales tax as well as available plans as part of Norriego Point Improvements Project.

Councilmember Ramswell pointed out that the developer was responsible for constructing the road as a public benefit because they were going to build condominiums. Otherwise, the road may not even be necessary.

According to the City Manager, the City does not necessarily need the road, but they need a way to get handicapped individuals from the existing parking lot to the new restroom facility.

Councilmember Destin noted that the owner was attempting to build a marina prior to constructing the condominium. The City had a favorable decision at the Board of Adjustment hearing, and so the owner could file an appeal at the circuit court. He suggests doing nothing in terms of the road issue at this time and see how their relationship with the applicant progresses.

Councilmember Ramswell noted that one potential option might be to go ahead and allow FDEP to put in the temporary road, and then the City builds the permanent road. Then, if the developer decides to build the condominiums, they would have to either renegotiate the public benefit or reimburse the City for the costs of building the road.

The Land Use Attorney replied affirmatively. She stated that because of all the complications with that property at this time, she would suggest taking things one step at a time and making the decision as they come up.

Next, Councilmember Ramswell noted there were changes requested at first reading of the ordinance regulating wheeled vehicles on the beach that were not included when the ordinance was adopted on second reading. She inquired as to the status of the amendment to that ordinance.

The Land Use Attorney replied they are sending the ordinance back to the Local Planning Agency this month; and then to the City Council for adoption.

C. Councilmember Menchel

Councilmember Menchel inquired as to the status of the Low Speed Vehicle (LSV) policy update.

The City Manager noted it would simply be an update of the roads and map of the City where they would allow the operation of LSVs for the benefit of the public since State Statutes govern where these vehicles can and cannot travel.

Councilmember Menchel asked staff to invite the FAA, when possible, to attend a Council meeting to address the drone issue.

Councilmember Menchel asked staff to continue their effort of obtaining an inventory of all City street lights from Gulf Power to verify their electric bills sooner rather than later.

Councilmember Menchel requested an update of the maintenance of the curve on Airport Road.

The Mayor noted that since the City was unable to handle the project through the RFP process, he and the City Manager met with the FDOT Secretary and the secretary agreed FDOT will resurface that area and will handle the project from start to finish.

Councilmember Menchel noted he has been working with Captain Nix of the Sheriff's Office, through his IT Department, about the potential of having body cameras for the City Code Compliance Officers. He continued this is something they would need to discuss between now and next season.

D. Councilmember Overdier

E. Councilmember Marler

Councilmember Marler asked staff to provide the status of the traffic light at the intersection of Henderson Street and Commons Drive.

Mr. Burgess noted he has had some communications with the County's Traffic Engineer who informed him they have had some difficulty securing the easement for the installation of that light. They are anticipating completion of the job by May 2020.

According to the Mayor, he will meet with County Commissioner Windes regarding this subject and then report back to Council.

F. Councilmember Destin

1) Heritage Park/Treasury

**Councilmember Destin moved to instruct the Land Use Attorney to reach out to the legal counsel for the Treasury Department to obtain a tangible answer to the Heritage Park issue whether the RFP process would jeopardize the awarding of the grant; seconded by Councilmember Braden. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).**

2) Second reading ordinance amending election day in the City of Destin

Councilmember Destin announced they have received some assurances that the City of Destin will be provided the State Attorney General’s opinion regarding moving the City election from March to November of even numbered years before the end of this month.

**Councilmember Destin moved to instruct staff to schedule second reading of Ordinance 19-11-CC, amending the Election Day for the City of Destin from March to November, on the first meeting in November; seconded by Councilmember Braden. Motion passed 6-1 (Council members Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”; Councilmember Morgan voted “no”).**

Councilmember Destin noted that since the complexity of the redesign of the crosstown connector project for a two-lane right-of-way acquisition may not be that great, he agrees with the Deputy City Manager’s opinion that it might be a faster process to go with one of the City’s 4 continuing services providers rather than going through the RFP process for the redesign.

It was the consensus of the Council that instead of going out to RFP to get an engineer to redesign the crosstown connector project for a two-lane right-of-way acquisition, to reach out to the City’s continuing service provider – Dewberry, Volkert, Baskerville-Donovan and Jenkins Engineering – to perform the redesign, and bring it back to Council in November 2019.

- G. Councilmember Morgan
- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney

## **8. PUBLIC COMMENTS**

Having no further business at this time, the meeting was adjourned at 9:15 PM.

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**Gary Jarvis, Mayor**

**ATTEST:**

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**Rey Bailey, City Clerk**



**MINUTES  
REGULAR MEETING  
DESTIN CITY COUNCIL  
OCTOBER 21, 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 Chatham Morgan

Councilmember Rodney Braden

Councilmember Prebble Ramswell

**Destin City Staff**

City Manager Lance Johnson

Public Info Manager Catherine Card

Code Compliance Manager Joey Forgione

Community Dev Department Louis Zunguze

Public Services Director Michael Burgess

City Land Use Attorney Kimberly Kopp

City Clerk Rey Bailey

Deputy City Manager Webb Warren

Finance Director Bragg Farmer

Parks/Recreation Director Lisa Firth

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**

**Motion by Councilmember Ramswell, seconded by Councilmember Menchel, to approve the agenda passed 6-0 (Council members Morgan, Destin, Marler, Menchel, Ramswell and Braden voted “yes”; Councilmember Overdier was absent from the meeting).**

**1. APPROVAL OF MINUTES**

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

**Councilmember Marler moved for approval of minutes of August 5, 2019 Regular City Council meeting; seconded by Councilmember Menchel. Motion passed 6-0 (Council members Morgan, Destin, Marler, Menchel, Ramswell and Braden voted “yes”; Councilmember Overdier was absent from the meeting).**

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

A. Proclamation – City of Destin 35<sup>th</sup> Anniversary Celebration

The Mayor read the proclamation for the City of Destin's 35<sup>th</sup> Anniversary, and then presented it to the Public Information Manager Catherine Card.

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

Ms. Nisha Barton of the US Census Bureau urges the City of Destin to partner with the US Census Bureau in raising awareness and increasing participation in the 2020 census. She then provided the following presentation.

2020 Census

- The United States Census is a decennial census mandated by Article 1, Section of the United States Constitution
- Participation in the Census is the civic responsibility of all US residents
- Census 101: What You Need To Know
  - ❖ Law
    - The US Constitution requires a census every 10 years. The census covers the entire country and everyone living here
  - ❖ Power
    - Every 10 years, the results of the census are used to reapportion the House of Representatives, determining how many seats each state gets
  - ❖ Money
    - Census data determine how more than \$675 billion are spent, supporting state, county and community's vital programs
  - ❖ People
    - The census counts every person living in the US once, only once and in the right place
    - After each census, state officials use the results to redraw the boundaries of their congressional and state legislative district, adapting to population shifts
  - ❖ Bottom Line
    - Census data are used to determine the allocation of federal funds to states for dozens of programs including:
      - Transportation, Roads and Highways
      - Medicaid
      - Children's Health Insurance Program
      - Pre-K or Head Start
      - Section 8 Housing Assistance
      - Emergency Response
    - Completing the census is required. It is a way to participate in the democracy and say "I COUNT"
- City of Destin
  - ❖ Population Est. – 14,077
  - ❖ Median Age – 39.5
  - ❖ Men – 6,627

- ❖ Women – 6,794
- ❖ Veterans – 1,616
- ❖ Children under 5 – 642
- ❖ Median Household Income - \$71,407
- ❖ High School Graduate or Higher – 95.8%
- ❖ Persons without health insurance – 16.1%
- ❖ Persons in poverty – 7.1%
- ❖ Percent of households with internet- 67.9%
- Census Confidential
  - ❖ Under Title 13 of the US Code, the Census Bureau is required by law to protect any and all personal information collected and keep it strictly confidential
  - ❖ Your responses cannot be shared with other government agencies and cannot be used against you by any government agency or court in any way
- Census Security. The Census Bureau
  - ❖ Never asks for full social security number
  - ❖ Never asks for money or a donation
  - ❖ Never sends requests on behalf of a political party
  - ❖ Never requests PIN codes, passwords or similar access information for credit cards, banks or other financial accounts
- Preparing for 2020 Census
  - ❖ Create or join a Complete Count Committee
  - ❖ Become a Census Partner to help raise awareness
  - ❖ Encourage yours peers to get involved
  - ❖ Find out all you need to now at [www.census.gov](http://www.census.gov)
- What is a Complete Count Committee?
  - ❖ It is comprised of a broad spectrum of government and community leaders from advocacy, education, business, healthcare, faith-based and hard to count populations. It should have members to represent and have knowledge and/or influence on your community
- Complete County Committee Support Census Awareness
  - ❖ Host promotional events
  - ❖ Display census information
  - ❖ Include census messages on correspondence
  - ❖ Post on their social media sites
  - ❖ Network with community and business leaders
- 2020 Census Challenges
  - ❖ Educating the population
  - ❖ Residency Questions
  - ❖ Hard to Count Communities and Populations
  - ❖ Limited Internet and Phone Access
  - ❖ Security Concerns
  - ❖ Funding

Councilmember Destin noted the City has its library and the resources in that facility available to assist.

Ms. Barton noted she has had preliminary discussion with the Library Director Wen Livingston. Ms. Livingston has offered having dedicated stations for the census where people and potential employers could come and watch videos about census taking; training on how to fill out the census form; and a conference room for group meetings

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

Mr. Jim Wood, a Destin resident, noted he was the Complete Count Committee Chairman in Destin in the 2010 Census; and that they conducted the on-the-ground count. He stated that not getting the right count has a long-term effect for the next 10 years; and so, it is critically important for everyone to get involved.

Councilmember Destin asked that an agenda item be placed on the next meeting's agenda about potentially putting together a volunteer committee in support of the 2020 Census.

Mr. Wood noted he would be glad to volunteer again for the 2020 Census.

Ms. Carrie Harbarger, a Destin resident, noted that Main Street and Spring Lane shares a mixed-use zoning with limited commercial. There is a Tom Thumb Store located on that site which they enjoy. She asked if that store will be affected by the adoption of proposed Ordinance 19-27-LC.

Councilmember Destin explained that specific site is a grandfathered use, or a non-conforming legal use. Once that store ceases to exist as a community store, that site will go back to the designation around it which is residential.

The Land Use Attorney noted that the parcel in question was not a part of proposed Ordinance 19-27-LC.

### 4. CITY MANAGER REPORTS

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

The City Manager noted that at the previous Council meeting, Councilmember Braden asked that they obtain additional quotes from SH Hayes Enterprises with regards to the concrete services. That quote has been provided and is referenced on page 79 of the attached contract which provide the prices for strengthened concrete.

Councilmember Braden stated that after reading the contract and after making a few phone calls, he now agreed with the current contractor that 4000 psi with fiber sidewalk would be sufficient. He also added the ADA brick pavers at crosswalks.

**Councilmember Braden moved for approval of the contract extension for miscellaneous concrete services with S.H. Hayes Enterprises, LLC for one year, with the following amendments:**

- **4” thick 4000 psi with fiber sidewalk - \$5.75/sf – or –**
- **6” thick 4000 psi with fiber sidewalk - \$8.75/sf**
- **ADA brick pavers at crosswalks - \$36.00/sf**

**Councilmember Ramswell provided a second to the motion, which passes 6-0 (Council members Morgan, Destin, Marler, Menchel, Ramswell and Braden voted “yes”; Councilmember Overdier was absent from the meeting).**

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

According to the City Manager, Council directed staff at the last meeting to bring back additional information regarding, rental striping equipment cost, and the use of internal staff to operate the equipment; and that the staff report outlines the breakdown of the costs. He recommends extending the contract for an additional year and outsourcing these services as staff is not prepared to perform this type of work internally.

Councilmember Braden noted that they budgeted \$60,000 for restriping of programmed roadways. He asked how much striping they could accomplish for this amount.

Public Services Director Michael Burgess noted that part of the \$60,000 was for reconstruction of Beach Drive; half of which was supposed to occur this year. The other half would be completed by the next fiscal year. It does not include reflective pavement markers, delineators, and other requirements for road striping. He added they would be able to accomplish about 2 miles of striping for this budget year.

Councilmember Ramswell asked whether the estimate calls for a regular road paint or thermoplastic paint.

Mr. Burgess replied the estimated price is for thermoplastic paint, which typically has a service life of 7 to 8 years.

**Motion by Councilmember Destin, seconded by Councilmember Ramswell, to approve the contract extension for miscellaneous road striping services with Emerald Coast Striping d/b/a Coastline Striping, Inc. for one year passed 6-0 (Council members Morgan, Destin, Marler, Menchel, Ramswell and Braden voted “yes”; Councilmember Overdier was absent from the meeting).**

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

The City Manager stated that Council directed staff to bring back some additional information relating to this contract at the previous meeting; which is provided. He also stated that currently underway at City Hall is security enhancement being provided by Advanced Protective Technologies (APT) for approximately \$10,000. They are putting security mechanisms at the front of the building to limit access to the back side of the building. Also, APT is currently monitoring all City facilities. They only have one extension left on the contract and he recommends the last renewal option and then going out to bid for this service for Fiscal Year 2021.

Councilmember Menchel asked what is being inspected at Buck Destin Park where they do not have any security monitor, fire monitor, fire sprinkler system or fire alarm inspection according to the contract and yet they are paying \$240.00 for inspection.

The City Manager noted they are providing fire extinguisher service in that facility.

Councilmember Menchel also noted they are paying a lot of money for just an alarm system monitoring for their facilities; and that he had asked the City Clerk to provide him some information related to these inspections.

**Councilmember Destin moved for approval of the contract extension for miscellaneous alarm/fire safety services with Advanced Protective Technologies for one year; seconded by Councilmember Marler. Motion passed 6-0 (Council members Morgan, Destin, Marler, Menchel, Ramswell and Braden voted “yes”; Councilmember Overdier was absent from the meeting).**

#### D. Announcements

The City Manager announced that he, the Land Use Attorney and Councilmember Braden participated in a conference call with US Treasury and an Okaloosa County representative regarding Capt. Royal Melvin Heritage Park and Clement Taylor Park to get the answer to the following questions:

*“Can the city perform the work prior to the US Treasury awarding the grant?”*

The City received the following responses:

- The City can proceed with the work. If the City incurs cost before the grant is issued officially by the US Treasury, the cost will be on the City
- If the City performs work before the grant is issued, the risk will be on the City to perform the work

*“Can the City start the procurement process without putting the grant award in jeopardy” (LUA)*

The Land Use Attorney noted that US Treasury responded “yes.” The risk to the City is if they get any unanticipated condition put on the grant award, once the RFP is out, it could

potentially affect the awarding of the grant. The City could also put some language in the RFP making everything contingent on the award.

The Land Use Attorney also noted that the US Treasury offered to review the RFP contingency language and provide input to the City. This is a two-part process: The awarding of the grant and obtaining permission to construct. The US Treasury is sending a checklist to City staff on how to proceed with these processes simultaneously. The City needs to respond to the County's question on whether the park is ADA compliant; after which, the County will give information back to the US Treasury so they could provide a much more definite and less contingent timeline for the park in general.

Councilmember Braden asked that the Land Use Attorney be copied on anything related to the park going forward.

**Councilmember Destin moved to instruct the Land Use Attorney to work with City staff in drafting the RFP contingency language and transmitting it to the US Treasury; and in filling out the checklist from the US Treasury and communicating simultaneously with the County, and then bringing the RFP back to the Council for review and approval; seconded by Councilmember Marler. Motion passed 6-0 (Council members Morgan, Destin, Marler, Menchel, Ramswell and Braden voted "yes"; Councilmember Overdier was absent from the meeting).**

City Manager announcements:

- Short-Term Rental Task Force meeting on Tuesday, October 22<sup>nd</sup>, at 4:00 PM
- Pre-visioning session meeting with Mr. Buzz Eddy on Wednesday, October 23<sup>rd</sup>
- City's Open House on Thursday, October 24<sup>th</sup>, 11:00 AM to 1:00 PM, at the Destin Community Center
- Annual Pin Fish Children's Tournament, Saturday, November 2<sup>nd</sup>, on the docks behind AJ's
- Visioning Session on Thursday, November 7<sup>th</sup>, at the Destin Community Center

## 5. PUBLIC HEARINGS

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

The City Attorney sworn in the following individual for testimony:

Louis Zunguze, Community Department Director

The Land Use Attorney noted that the purpose of this proposed change is to facilitate a consistent urban design within the Destiny Planned Unit Development. Currently if an owner of one of the 25 non-conforming structures located in the Destiny PUD request to make any changes to the rear of their property, they would be required to apply for a variance and appear before the Board of Adjustment for failure to meet the 25 foot waterfront setback. The Council has directed staff to amend the Major Development Order deleting the 25-foot setback requirement from the lake within the PUD.

The Mayor opened a public hearing to receive comments for or against this action. 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 Destin moved for approval of the requested Destiny Planned Unit Development Minor Deviation to a Major Development Order; seconded by Councilmember Menchel. Motion passed 6-0 (Council members Morgan, Destin, Marler, Menchel, Ramswell and Braden voted “yes”; Councilmember Overdier was absent from the meeting).**

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

The City Attorney read proposed Ordinance 19-16-LC by title, and then presented it to the Council on first reading.

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

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 their discussion and consideration.

**Motion by Councilmember Destin, seconded by Councilmember Ramswell, to approve Ordinance 19-16-LC on second reading passed 6-0 (Council members Morgan, Destin, Marler, Menchel, Ramswell and Braden voted “yes”; Councilmember Overdier was absent from the meeting).**

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

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

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO THE PROCESS FOR DEVELOPMENT APPLICATION REVIEW; PROVIDING FOR AMENDMENTS TO ARTICLE 2 (“ADMINISTRATION”) OF THE LAND DEVELOPMENT CODE; PROVIDING FOR AMENDMENTS TO ARTICLE 7 “LAND USE, TYPE, DENSITY, INTENSITY, ZONING AND REGULATORY CONTROLS”) OF THE LAND DEVELOPMENT CODE; MODIFYING THE TECHNICAL REVIEW COMMITTEE PROCESS; AMENDING NOTICE REQUIREMENTS FOR DEVELOPMENT APPLICATIONS; AMENDING THE



CONDITIONAL USE PROCESS; AMENDING THE THRESHOLDS FOR MAJOR DEVELOPMENT ORDER REVIEW; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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 their discussion and consideration.

**Councilmember Destin moved for approval of proposed Ordinance 19-19-LC on second reading; seconded by Councilmember Marler. Motion passed 6-0. (Council members Morgan, Destin, Marler, Menchel, Ramswell and Braden voted “yes”; Councilmember Overdier was absent from the meeting).**

D. Second reading of Ordinance 19-23-LC - Amending the Land Development Code, Section 7.12.01(A)2 Zoning Maps to include a change in the zoning designations of parcels from Medium Density Residential Village (MDR-V) to Residential, Office and Institutional Village Residential (ROI-VR)

The City Attorney read proposed Ordinance 19-23-LC by title, and then presented it to the Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATIONS OF THE PARCELS DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM MEDIUM DENSITY RESIDENTIAL (MDR) TO RESIDENTIAL, OFFICE AND INSTITUTIONAL-VILLAGE RESIDENTIAL (ROI-VR); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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 their discussion and consideration.

**Councilmember Ramswell moved to approve Ordinance 19-23-LC on second reading; seconded by Councilmember Braden. Motion passed 6-0. (Council members Morgan, Destin, Marler, Menchel, Ramswell and Braden voted “yes”; Councilmember Overdier was absent from the meeting).**

E. Second reading of Ordinance 19-24-LC - Relating to changes to the Zoning Map, which changes the zoning of multiple parcels from Residential, Office, Institutional General Development (ROI-GD) to Residential, Office Institutional Village Residential (ROI-VR)

The City Attorney read proposed Ordinance 19-24-LC by title, and then presented it to the Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATIONS OF THE PARCELS DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM RESIDENTIAL, OFFICE AND INSTITUTIONAL-GENERAL DEVELOPMENT (ROI-GD) TO RESIDENTIAL, OFFICE AND INSTITUTIONAL-VILLAGE RESIDENTIAL (ROI-VR); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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 their discussion and consideration

**Councilmember Ramswell moved to approve Ordinance 19-23-LC on second reading; seconded by Councilmember Braden. Motion passed 6-0. (Council members Morgan, Destin, Marler, Menchel, Ramswell and Braden voted “yes”; Councilmember Overdier was absent from the meeting).**

- F. Second reading of Ordinance 19-25-LC - Amending Article 7 of the Land Development Code to establish conditional uses in the Commercial General (CG) zoning district.

The City Attorney read proposed Ordinance 19-25-LC by title, and then presented it to the Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING THE COMMERCIAL GENERAL (C-G) 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.

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 their discussion and consideration.

**Councilmember Marler moved to approve Ordinance 19-25-LC on second reading; seconded by Councilmember Menchel. Motion passed 6-0 (Council members Morgan,**

**Destin, Marler, Menchel, Ramswell and Braden voted “yes”; Councilmember Overdier was absent from the meeting).**

- G. Second reading of Ordinance 19-26-LC - Relating to changes to the Zoning Map, which changes the zoning of one parcel from Institutional (INST) and Commercial General (CG) to entirely Institutional (INST).

The City Attorney read proposed Ordinance 19-26-LC by title, and then presented it to the Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATIONS OF THE PARCEL DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM INSITUTIONAL (INST) AND COMMERCIAL GENERAL (C-G) TO INSTITUTIONAL (INST), ONLY; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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 their discussion and consideration.

**Councilmember Menchel moved to approve Ordinance 19-26-LC on second reading; seconded by Councilmember Marler. Motion passed 6-0. (Council members Morgan, Destin, Marler, Menchel, Ramswell and Braden voted “yes”; Councilmember Overdier was absent from the meeting).**

- H. Second reading of Ordinance 19-27-LC - Relating to changes to the Zoning Map, which changes the zoning of multiple parcels from Commercial General (CG) to Town Center Mixed Use (TCMU), to match the future land use designation assigned in the Comprehensive Plan.

The City Attorney read proposed Ordinance 19-27-LC by title, and then presented it to the Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATIONS OF THE PARCELS DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM COMMERCIAL GENERAL (C-G) TO TOWN CENTER MIXED USE (TCMU); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR

CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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 their discussion and consideration.

**Councilmember Ramswell moved to approve Ordinance 19-27-LC on second reading; seconded by Councilmember Marler. Motion passed 6-0 (Council members Morgan, Destin, Marler, Menchel, Ramswell and Braden voted “yes”; Councilmember Overdier was absent from the meeting).**

- I. Second reading of Ordinance 19-28-LC Consolidation of the Residential, Office, Institutional General Development (ROIGD) and Residential, Office, Institutional Village Residential (ROI-VR) zoning districts.

The City Attorney read proposed Ordinance 19-28-LC by title, and then presented it to the Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLE 7 OF THE LAND DEVELOPMENT CODE TO ELIMINATE THE RESIDENTIAL, OFFICE AND INSTITUTIONAL-GENERAL DEVELOPMENT ZONING DISTRICT (ROI-GD) AND CONSOLIDATE IT WITH THE RESIDENTIAL, OFFICE AND INSTITUTIONAL-VILLAGE RESIDENTIAL ZONING DISTRICT (ROI-VR); 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.

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 their discussion and consideration.

**Councilmember Marler moved to approve Ordinance 19-28-LC on second reading; seconded by Councilmember Braden. Motion passed 6-0 (Council members Morgan, Destin, Marler, Menchel, Ramswell and Braden voted “yes”; Councilmember Overdier was absent from the meeting).**

- J. Second reading of Ordinance 19-29-LC - Relating to changes to the Zoning Map, which changes the zoning of one parcel from multiple zoning districts (Recreation, Institutional, and Residential, Office, Institutional General Development) to Institutional (INST).

The City Attorney read proposed Ordinance 19-29-LC by title, and then presented it to the Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT

CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATION OF THE PROPERTY DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM MULTIPLE ZONING DISTRICTS TO ONE ZONING DISTRICT; SPECIFICALLY, FROM INSTITUTIONAL (INST), RESIDENTIAL, OFFICE AND INSTITUTIONAL-GENERAL DEVELOPMENT (ROI-GD), AND RECREATIONAL (REC) TO INSTITUTIONAL (INST), ONLY; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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 their discussion and consideration.

**Councilmember Marler moved to approve Ordinance 19-29-LC on second reading; seconded by Councilmember Marler. Motion passed 6-0 (Council members Morgan, Destin, Marler, Menchel, Ramswell and Braden voted “yes”; Councilmember Overdier was absent from the meeting).**

K. Second reading of Ordinance 19-30-CN - Livery Vessel Permitting Moratorium Extension

The City Attorney read proposed Ordinance 19-30-CN by title, and then presented it to the Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO LIVERY VESSELS; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR DEFINITIONS; PROVIDING FOR A TWELVE MONTH EXTENSION OF ORDINANCE 19-08-CN (TEMPORARY MORATORIUM ON LIVERY VESSEL PERMITS); DIRECTING STAFF TO DEVELOP RECOMMENDATIONS FOR REGULATION OF LIVERY VESSELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXPIRATION OF MORATORIUM; AND PROVIDING FOR AN EFFECTIVE DATE.

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 their discussion and consideration.

**Councilmember Menchel moved to approve Ordinance 19-30-CN on second reading; seconded by Councilmember Destin. Motion passed 5-1 (Council members Destin, Marler, Menchel, Ramswell and Braden voted “yes”; Councilmember Morgan voted “no”; Councilmember Overdier was absent from the meeting).**

## **6. CONSENT AGENDA**

- A. Development Review System Software - Update
- B. Main Street Betterment Alliance, Inc. Veteran’s Day Run/Walk
- C. Request approval of contract extension for the Asphalt Services with H&T Contractors

- D. Request approval of contract extension for Fencing Services with SH Hayes Enterprises
- E. Request approval of contract extension for Stormwater Maintenance with Florida Septic & Sewer
- F. Request approval of contract extension for median maintenance with Gulf Coast Environmental Contractors, Inc.
- G. Request approval for contract extension for HVAC and other mechanical services

**Motion by Councilmember Marler, seconded by Councilmember Destin, to approve Consent Agenda items 6A thru 6G, as printed above, passed 6-0 (Council members Morgan, Destin, Marler, Menchel, Ramswell and Braden voted “yes”; Councilmember Overdier was absent from the meeting).**

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

### A. Councilmember Braden

Councilmember Braden asked how many of the sprinkler wells on the medians on US Hwy 98 between the Marler Bridge and Main Street are inoperable.

According to the City Manager, all the sprinkler wells are inoperable. They were instructed by FDOT to remove or shut them down until after completion of the 3R Project.

Councilmember Braden asked staff to find out why the well in front of Goodwill Store and another in front of CVS Pharmacy have been inoperable since nothing is being done to the medians in front of those locations.

According to Mr. Burgess, FDOT will redo the landscaping on the median on US Hwy 98 from the Marler Bridge to Airport Road. They budgeted \$1.2 million for the landscaping project.

Councilmember Destin stated it was reported to him that the pump that feeds the majority of the landscaping up and down Mountain Drive is also down.

Mr. Burgess stated that he will check on the accuracy of that report.

### 1) Crystal Beach Right-of-Way Encroachments

Councilmember Braden noted there is a similar issue in about every street at Crystal Beach where the white picket fence was built next to the sidewalk. One lady was trying to sell her home but the sale was being held up because staff wanted her to move her fence back; but every fence at that location had their fence next to the sidewalk.

According to the Land Use Attorney, these properties are not in compliance with the code if their fence is into the right-of-way. Certain property owners were issued permits and they placed their fence correctly on the permit plans that shows it on the property line; however, they are about 4 feet into the right-of-way. If the City sends letters and direct staff not to force the owners to come

into compliance now but wait until the sidewalk is widened, they might want to record them or at least put it in the City's open permit file so that any future purchasers will be aware of the issue when they purchase the property.

Councilmember Braden suggests they handle this issue in the same manner they handled the issue at Hutchinson Street.

The Community Development Director, through collaborative efforts with the Land Use Attorney and Public Services Department, will bring back some recommendations for a community-wide solution.

#### B. Councilmember Ramswell

According to Councilmember Ramswell, she received a call from someone concerned about the intersection of Matthew Blvd and Old Hwy 98. This area used to be a dedicated public right-of-way space when they built The Henderson; but now someone is building on that property. She asked staff to check into it.

Councilmember Ramswell asked staff to contact the County and encourage them to mow and landscape the right-of-way along Commons Drive because that area is looking pretty bad.

Councilmember Ramswell also noted that the City needs to trim the bush or tree located on the side street near Goodwill Store. It is a safety hazard for motorists wanting to make a right-hand turn from that street on to US Hwy 98.

#### C. Councilmember Menchel

Councilmember Menchel followed up on the following requests:

- Invite an FAA representative to a Council meeting to discuss drones

The Deputy City Manager noted they have contacted the FAA. They will inform staff when they can attend a Council meeting to address this issue. Additional details will be provided shortly.

- Streetlight inventory from Gulf Power

Mr. Burgess stated they have not received the inventory but will follow up again.

Councilmember Menchel commented they cannot keep paying their electric bill without an inventory.

Councilmember Destin noted they will have a public meeting scheduled with Gulf Power and will bring up this issue.

- Update on the status of the Airport Road project

The City Manager stated they have not received an updated timeline for the project.

Councilmember Menchel asks that staff provide an update on status of Airport Road project at every Council meeting.

Also, according to Councilmember Menchel, the issue regarding body cams for Code Compliance Officers is a work in progress; and that it will be discussed at the Visioning Session.

- D. Councilmember Overdier
- E. Councilmember Marler

Councilmember Marler stated that due to some personal issues, he recently discovered that the previous owner of his residence did not properly permit his accessory dwelling unit, and that he is currently working with the City's Building Department to handle this issue. He continued that in the process, he also discovered he was not the only one that is non-compliant with the code.

According to the Land Use Attorney, Councilmember Marler's code enforcement potential issue is not related to this because he is working on coming into compliance on his property; however, with respect to the zoning district at-large, which is Low Density Residential, the code does not currently allow accessory dwelling units. For this reason the Council could either direct staff to look at this issue and determine how many problems there are in the district; or the Council could direct staff to prepare an ordinance to change the code to allow accessory dwelling units in the zoning district if they feel they have enough information at this time.

It was the consensus of the Council to instruct staff to evaluate the zoning district and gather some information to see if it is appropriate to allow accessory dwelling units in Low Density Residential District.

- F. Councilmember Destin

- 1) FDEP/Norriego Point Land Use Conference

Councilmember Destin announced they have met with FDEP and discussed the Norriego Point issue and came up with a good compromise regarding docking for vessels. He stated that FDEP did not ask the City to put in any kind of infrastructure. The compromise involves the City designating 3 of the 4 embankments for swimming only and leaving the fourth one open for docking of non-commercial vessels.

Councilmember Braden requests they also look into the map FDEP put out where they are claiming they own a section of the harbor.

According to the City Attorney, all the spoils probably belongs to FDEP and the rest belongs to the City. However, they did not specifically discuss the delineation of where the City land ends and the FDEP spoils begin; but the Council could direct them to do so.

Councilmember Ramswell noted it was never made public, nor the Council was advised, that one of the embankments was going to be used for boat docking; adding she has major concerns about using the embankment for which it was never intended. She continued that Parcels B and C



are an option because their primary purpose was for spoils easement and support of the jetty system. She also pointed they are already allowing boats to dock on the northeast side of Norriego Point, which should provide enough access for vessels. She asked who will pay for prop dredging that could become necessary if they allow boats in one of the embankments.

Councilmember Destin noted that the Memorandum of Understanding that was executed several years ago when the grant application was put in for this project did include vessels. He also stated they addressed the issue regarding prop dredging that may occur in the embankment, but it was not fully discussed as FDEP did not show much concern about it. He added that he feels comfortable with the compromise that they reached with FDEP.

Councilmember Ramswell asked why a compromise was necessary.

Councilmember Destin explained that FDEP is very pro-access and seemed to want all the embankments open for swimming or boating; and so they came up with a safety compromise to only keep one of the embankments open for vessels; but with the understanding that they reserve the right to close the embankment if they face prop dredging or public safety issues. Also, if they are overrun with commercial vendors trying to utilize that area for commercial purposes, which is a similar issue they are having on Crab Island, they reserve the right to try to regulate it or close it.

Councilmember Ramswell stated that she has major concerns with all sorts of ancillary issues that could emerge; adding that someone would have to monitor the situation closely to make sure there are no swimmers in the embankment for vessels, and no vessels in the other 3 embankments reserve for swimmers.

**Councilmember Destin moved to direct staff to draft a resolution in line with a compromise of keeping 3 of the embankments closed for public swimming only and leaving the bottom embankment open for vessels; but also reserving the City's right to close that embankment in the event of commercial activity and public safety hazard; seconded by Councilmember Menchel. Motion passed 5-1 (Council members Morgan, Destin, Marler, Menchel and Braden voted "yes"; Councilmember Ramswell voted "no"; Councilmember Overdier was absent from the meeting).**

## 2) City Manager Vacation Terms

**Councilmember Destin moved to direct the City Attorney to negotiate some sort of a buyout with the City Manager for his unused leave time and bring the negotiated amount in the form of a budget amendment for Council's consideration at the next Council meeting; seconded by Councilmember Ramswell. Motion passed 6-0 (Council members Morgan, Destin, Marler, Menchel, Ramswell and Braden voted "yes"; Councilmember Overdier was absent from the meeting).**

Councilmember Destin announced they received a letter from Gulf Power relating to their negotiations and the undergrounding agreement they are trying to negotiate. They have been asking Gulf Power for their estimate of the cost to underground the electric utilities for the entire City.

They are still working hard at the transition of taking over the company. They have a public meeting scheduled for November 19<sup>th</sup> at 1:30 PM at City Hall and he is urging everyone to attend.

G. Councilmember Morgan

Councilmember Morgan requests they place on the next meeting agenda a budget amendment to spend \$30,000 on a batting cage for the Little League Park, in lieu of the \$40,000 for a Pickle Ball Court.

H. Mayor Gary Jarvis

I. Land Use Attorney

J. City Attorney

## **8. PUBLIC COMMENTS**

Having no further business at this time, the meeting was adjourned at 7:55 PM.

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**Gary Jarvis, Mayor**

**ATTEST:**

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**Rey Bailey, City Clerk**



CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 6, 2020

**TYPE OF AGENDA ITEM:** Special Presentation

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**TO:** City Council

**THRU:** Lance Johnson, City Manager  
Lisa Firth, Parks & Rec Director

**FROM:** Scott Berish, Deputy Parks/Rec Director

**DATE:** December 26, 2019

**SUBJECT:** Recognition of 2019 Holiday Decorating Contest Winners

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**I. BACKGROUND:** The residents, businesses, and organizations that are located within the city limits of Destin are all given the opportunity to participate in the Annual Holiday Outdoor Decorating Contest. There are six categories that are judged which can be found listed below:

**1. Best Decorated Home:** This category includes single homes, duplexes (best side), mobile homes, etc.

**2. Best Decorated Business:** This category includes restaurants, shops, department stores, schools, professional offices, etc.

**3. Best Decorated Organization:** This category includes entrances to homeowner's associations, golf courses, etc.

**4. Best Decorated Condominium:** This category includes entrances to condominiums and the property as a whole.

**5. Best on the Harbor:** This category includes homes, business and condominiums on the harbor.

**6. Best Overall Holiday:** This category includes all homes, business, and organizations throughout the city limits that go above and beyond.

The judge's panel is made up of six volunteers, including but not limited to, city employees, residents and business owners within the city. Each judge is assigned an area of the city to cover. The judges complete evaluations for the best one in each category and

turn the evaluation forms in to the program coordinator overseeing the contest. From the judge's picks within their assigned area, the program coordinator compiles a list, revisits each location and makes a final decision for each category. The winners for each category, along with a picture, are announced in the local newspaper. Plaques are then prepared and awards recognition is coordinated with the City Council.

## **II. DISCUSSION:**

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

Enhance the Quality of Life: Creating a friendly competition between residents, businesses and organizations that go above and beyond in outdoor holiday decorations.

**B. Effect on Budget (EOB):** Estimated cost range from \$112.50 to \$150.50. The estimated cost covers the plaques that are going to be awarded to the winner of each category. The plaques are budgeted under special events.

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

**III. CONCLUSION:** For many years the City of Destin has held its Annual Holiday Decorating Contest and recognized the winners from each category. It has become a tradition that the Mayor and City Council Members present the winners with a plaque commemorating the contest during the first council meeting in January. The Holiday Decorating Contest is one of the few special events that the City has where residents, businesses and organizations can all compete at the same time. Finally, it is a great way to honor those who have made the streets of Destin look festive during the holiday season. Attached is the list of winners for the 2019 Holiday Decorating Contest.

## **IV. RECOMMENDED MOTION:**

Attachments:

1. 2019 City of Destin Outdoor Decorating Contest Winners





# News Release

## **FOR IMMEDIATE RELEASE**

December 20, 2019

**Contact:** Catherine Card  
Public Information Manager  
850.837.4242  
[ccard@cityofdestin.com](mailto:ccard@cityofdestin.com)

### **2019 City of Destin Outdoor Decorating Contest Winners**

**Destin, FL.** – The City of Destin is pleased to announce the winners of this year's Outdoor Decorating Contest. The contest proved to be difficult to judge as many Destin homes, businesses and organizations did a fantastic job showing their Holiday spirit through decorations. The city received multiple phone calls and emails pointing out locations that had done an outstanding job of decorating. This information was given to the judges who canvassed Destin with the challenging task of picking the best-of-the-best. The winners will be recognized by the mayor and council at the January 6<sup>th</sup>, 2020, council meeting. Each winner will receive a plaque commemorating the contest.

The City of Destin thanks all contest judges who graciously donated their time.

**Best Decorated Home:** Jim and Barbara Telford

**Best Decorated Business:** Burrito del Sol

**Best Decorated Organization:** Corpus Christi Catholic Church

**Best Overall Holiday:** Stephen and Teresa Hebert

**Best on the Harbor:** Emerald Grande

**Best Decorated Condominiums:** Holiday Isle Towers



###



CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 6, 2020

**TYPE OF AGENDA ITEM:** City Manager Report

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**TO:** City Council

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

**FROM:** Karen Jankowski, HR Manager

**DATE:** December 11, 2019

**SUBJECT:** Budget Amendment for Engineering

---

**I. BACKGROUND:** This is a house keeping matter related to the transfer of the Engineering division from Public Services to Community Development.

At the November 4, 2019 Council Meeting, City Council passed the motion to move the engineering staff to the Community Development Department. (action agenda minutes attached)

**II. DISCUSSION:** Three staff members; City Engineer, Engineering Assistant II, and the Stormwater/Floodplain Manager have been moved to the Community Development Department.

The physical move requires some budgetary accounting changes as well. Currently, the three above mentioned staff's salary and benefits are coded to the Public Services department 0154160. The appropriate department to transfer the funds to is the Engineering department 0154161. Utilizing the engineering division accounting codes will allow the appropriate tracking of expenditures.

**A. Link to Strategic Goals / Objectives:** Financially Sound City Providing Service Value.

**B. Effect on Budget (EOB):** There is no effect on the budget other than to transfer the budgeted funds from one department to another.

**C. Level of Service (LOS):** No change in the current level of service this department provides.

**III. CONCLUSION:** A transfer of the funds from one account to another requires City Council approval. This physical transfer will better align staff with their respective financial accounts.



**IV. RECOMMENDED MOTION:** I move City Council authorize the budget amendment transfer of funds for the salary and benefits in the amount of \$216,000 for the City Engineer, Engineering Assistant II, and Stormwater/Floodplain Manager from account 0151460 to account 0154161.

Attachments:

1. nov4 Action Agenda

**ACTION AGENDA  
REGULAR MEETING  
DESTIN CITY COUNCIL  
NOVEMBER 4, 2019  
ANNEX COUNCIL CHAMBERS**

**AGENDA APPROVAL**

|                                                     |
|-----------------------------------------------------|
| <b>Motion to approve the agenda<br/>passed 7-0.</b> |
|-----------------------------------------------------|

**1. APPROVAL OF MINUTES**

A. Approval of minutes of August 19, 2019 Regular City Council Meeting

|                                                                     |
|---------------------------------------------------------------------|
| <b>Motion to approve minutes of<br/>August 19, 2019 passed 7-0.</b> |
|---------------------------------------------------------------------|

**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

|                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Motion to instruct the FDEP to<br/>include the lighting around the<br/>boardwalk and the dune<br/>crossovers, place electronic lights in<br/>the bathroom and leave the<br/>temporary construction road in<br/>place upon completion of the<br/>construction passed 7-0.</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**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 9<sup>th</sup> to discuss all the Bert J. Harris cases.**

**ADJOURNMENT: 9:00 PM**

## CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 6, 2020**TYPE OF AGENDA ITEM:** City Manager Report

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**TO:** City Council**THRU:****FROM:** Lance Johnson, City Manager**DATE:** December 13, 2019**SUBJECT:** FY20 Strategic Plan Summary

---

**I. BACKGROUND:** On November 7, 2019, Council participated in a one-day strategic planning session to identify and prioritize FY20 Council and Mayor Projects and Policy Objectives; FY20 Management Objectives and FY21 Budget priorities.

Results from dynamic strategic visioning session have been summarized in the Strategic Plan Summary document. Upon approval of the plan, staff will develop work-plans for the projects and objectives identified and incorporate them into the Strategic Goals Table.

The Strategic Goals Table is a "living" document that staff updates annually following the visioning session. It is divided into five strategic focus areas and includes goals and objectives set forth with Council consensus this year as well in previous visioning workshops.

**II. DISCUSSION:** Adopting the Strategic Plan Summary will provide direction for both long and short-term decision-making by the Council and Staff which will help us to fulfill our mission and make better choices among competing demands for capital funds, philanthropy, facilities, and human resources.

**A. Link to Strategic Goals / Objectives:** The format of the table reinforces the City's alignment and focus on its strategic priorities. All the Council Objectives are prioritized in order of importance identified by the Council at the November 7, 2019 visioning session.

**B. Effect on Budget (EOB):** The Strategic Plan summary will assist in the allocation of funds for priority projects and initiatives.

**C. Level of Service (LOS):** The Strategic Plan focuses on optimum level of service and quality to our citizens on many levels and through every

department and program.

**III. CONCLUSION:** The attached Strategic Plan Summary is presented to Council for review and consideration. Approval of the plan will assist Council and Staff to align 2020 priority projects and strategic focus items through 2025.

**IV. RECOMMENDED MOTION:** I move that City Council adopt the FY20 Strategic Plan Summary as presented.

Attachments:

1. FY20 Strategic Plan Poster 12.31.19
2. City Council Minutes 11-07-2019  
Visioning Workshop
3. Action agenda showing approval of  
Visioning minutes - dec2 Action  
Agenda





# City of Destin Strategic Plan

## VISION 2035

DESTIN is a FAMILY ORIENTED BEACH AND FISHING COMMUNITY WHERE PEOPLE WANT TO LIVE, WORK & PLAY and where GUESTS ARE WELCOMED TO RESPECTFULLY ENJOY OUR COMMUNITY AND ITS RESOURCES.

### PRIORITIZED KEY CUSTOMER GROUPS

1. Year-Round Residents
2. Destin Based Businesses
3. Visitors

## STRATEGIC FOCUS 2025

- ◆ Public Beach Acquisition Initiative
- ◆ Transparent and Equitable governance
- ◆ Financially Sound City Providing Service Value
- ◆ World Class Beach, Fishing, and Harbor
- ◆ Improved Mobility and Connectivity
- ◆ High Quality of Life and Safety for Residents
- ◆ Quality Development and Revitalization through clear vision and unified approach

## COUNCIL OBJECTIVES FY20

### LISTED IN PRIORITY ORDER

- ⇒ Public Beach Initiative (acquisition of beachfront)
- ⇒ Underground Utilities
- ⇒ Short Term rentals compliance with regulations
- ⇒ Recruit Projects & Grants Manager
- ⇒ Request TDC funds for additional OCSO services
- ⇒ Research viability of Multi-use Convention/Sports/Community Center
- ⇒ Complete two-lane Crosstown Connector
- ⇒ Calhoun Ave MUT- Phase II Design & Construction (pathway under the Marler Bridge)
- ⇒ Improve parking: Explore options, garage, surface
- ⇒ Beach Re-nourishment, planning & schedule
- ⇒ Improve communications with Council/Public/Staff
- ⇒ Implement enhanced signage control
- ⇒ Develop/Implement Wayfinding Program
- ⇒ Update Golf Cart/Low Speed Vehicle (LSV) Rules
- ⇒ Continuity of streetlights/ Conversion to LEDs
- ⇒ Improve of the City's gateways
- ⇒ Implement a Road Way Striping program.
- ⇒ Provide Board & Committee Training to members
- ⇒ Improve sidewalks (wider, more walkable)
- ⇒ Reestablish Environmental Committee
- ⇒ Enforce residential boat & RV Parking regulations
- ⇒ Regulate building height limits to 5 stories

## MANAGEMENT OBJECTIVES FY20

### TOP PRIORITY

- ⇒ Balance staffing resources with expectations
- ⇒ Align Comp Plan with Land Development Code
- ⇒ Acquire and deploy comprehensive municipal management software along with required training
- ⇒ Seek out funding sources for Beach Acquisitions
- ⇒ Establish Park Foundation to assist with acquisitions, renovations and maintenance
- ⇒ Develop and implement processes for consistent and streamlined application of Codes and Procedures
- ⇒ Implement Code Enforcement Compliance Plan

## MANAGEMENT IN PROGRESS 2020-2021

- ◇ **Align Comp. Plan, FLUM and LDC (CD)**
- ◇ **Harbor Capacity Study (USACE) (CD)**
- ◇ **Implement proactive Code Compliance program (CC)**
- ◇ **Memorialize institutional knowledge. (ALL DEPTS)**
- ◇ **Produce city facilities and city infrastructure plans (PS)**
- ◇ **Monitor Restore Act grants. (CM)**
- ◇ **Impact Fee Study (CD)**

## MAJOR PROJECTS FY20-23

- ◆ **Development software implementation (CD/IT/PS/Fin/Code)**
- ◆ **Airport Road Safety Improvements—(PS/Eng)**
- ◆ **Construct Capt. Royal Melvin Heritage Park (PR/CD/PS/CM)**
- ◆ **Renovate Clement Taylor Park (PR/CD/PS/CM)**
- ◆ **Redevelop Joe's Bayou Recreation Area. (PR/CD/PS/CM)**
- ◆ **Norriego Point Phase III—Recreation Components (PS)**
- ◆ **Calhoun Ave MUT—Phase I Construction (Zerbe) (PS/CD)**
- ◆ **Calhoun Ave MUT– Phase II Design & Construction (under Marler Bridge) (PS/CD)**
- ◆ **Beach Street Reconstruction/Resurfacing (PS/Eng)**
- ◆ **Implementation prioritized Stormwater Improvements based on the Stormwater Masterplan. (PS)**

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

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

Destin City Council

Mayor Gary Jarvis

Councilmember Parker Destin

Councilmember Rodney Braden

Councilmember Cyron Marler

Councilmember Skip Overdier

Councilmember Prebble Ramswell

Councilmember Steven Menchel

Destin City Staff

City Manager Lance Johnson

City Engineer John Geurin

Code Compliance Manager Joey Forgione

Deputy Public Services Director Tim Pietenpol

Deputy City Manager Webb Warren

Principal Planner Lauren Witt

Senior Administrative Coordinator Lorraine Berrish

Library Director Wen Livingston

Stormwater Manager Sara Sims

Land Use Attorney Kimberly Kopp

City Clerk Rey Bailey

Public Services Director Michael Burgess

Parks/Recreation Director Lisa Firth

IT Manager Matthew Pace

Building Official Noell Bell

Finance Director Bragg Farmer

HR Manager Karen Jankowski

Deputy Parks/Rec Director Scott Berrish

City Attorney Kyle Bauman

Facilitator

Buz Eddy

1. Welcome Introduction – Overview of the Day

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

2. Where Are We as an Organization?

A) Organizational Accomplishments for 2019

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

Office of the City Manager

➤ Kicked off Energov Project

❖ Scanning documents

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

#### Public Information Office

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

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

### IT Highlights

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

### City Help Desk – FY 2019

- Requests through website

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

### Code Compliance Office

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

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

#### Community Development Department

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

#### Finance Department

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

#### Office of the City Clerk

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

#### Library

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

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

#### Parks and Recreation Department

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

#### Public Service Department

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

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

### 3. Where Are We Going?

#### A) Council and Mayor Key Initiatives and Projects

##### 1) **Beach Re-nourishment**

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

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

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

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



## **2) Public Beach Access**

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

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

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

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

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

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

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

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

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

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

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

### **3) Traffic**

**a. Develop a plan to improve level of service**

**b. Work with MPO and FDOT**

### **4) Implement Destin Crosstown Connector (two lanes)**

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

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

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

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

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

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

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

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

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

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

**5) Underground Utilities**

**a. Implement in phases**

**b. Plant street trees immediately thereafter**

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

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

**6) Short-Term Rentals**

**7) 24/7 Code Enforcement**

**a. Body cameras for Code Enforcement**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**8) Charge for parking near access points.**

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

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

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

**9) Streamlining permitting**

- a. Not by relaxing rules but by getting to applicants quicker with the information they need.**
- b. Certain conditional permits do not have to go back to Council**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **10) Complete Heritage Park Project Village Inn**

No discussion

#### **11) Establish regular communication with City Manager.**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**13) Need wider sidewalks. FDOT money is available**

**14) Finance needs to be more cooperative with Council**

No discussion.

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

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

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

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

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

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

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

**18) Need staff to take initiative in bringing matters to Council – "They don't need to wait for us to see a problem."**

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

**19) Install boardwalk under bridge to north and east to encourage further development of harbor side**

**20) Build parking garage with retail on first floor and with a charge for parking**

**21) Height limits to 5 rather than 13 stories**

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

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

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

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



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

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

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

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

**22) Install traffic calming features on certain neighborhood streets**

**23) Need more boat ramps and parking**

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

**4. Public Comments**

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

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

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

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

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

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

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

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

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

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

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

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

Lunch Break 12 – 12:30

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

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

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

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

#### 5. Prioritization of Initiatives and Projects

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

Yellow dot = Priority #1 (Most important)

Green dot = Priority #2

Blue dot = Priority #3

Voting on prioritization of objectives resumes.

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

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

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

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

#### 6. Public Comments

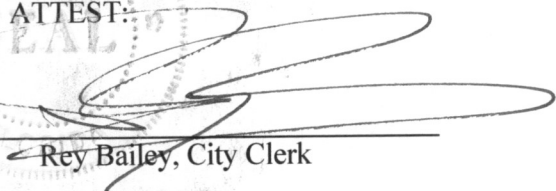
Ms. Karen Lugo, a short-term rental owner, stated that listening to the conversation of the Short-Term Rental Task Force, what seems to be the solution to the issues identified are not being addressed. The City's leverage points are the property management companies and the homeowners' associations (HOA).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

#### 7. Closing Comments

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

  
\_\_\_\_\_  
Gary Jarvis, Mayor

ATTEST:

  
\_\_\_\_\_  
Rey Bailey, City Clerk

**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 5<sup>th</sup>, 6:00 PM, Destin Community Center – Destin Annual Tree Lighting Ceremony**
- **The City's Annual Financial Audit started Monday, December 2<sup>nd</sup>**
- **December 9<sup>th</sup> at 6:00 PM – Special City Council Meeting**
- **Library currently hosting food for fines**
- **Holiday decorating contest started December 1<sup>st</sup>**
- **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: January 6, 2020

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Webb Warren, Deputy City Manager  
Lance Johnson, City Manager

FROM: Bragg Farmer, Finance Director

DATE: December 19, 2019

SUBJECT: Funding options for Utilities Undergrounding

**I. BACKGROUND:** At the December 16, 2019 Councilman Destin asked for a list of funding options for the future undergrounding of utilities throughout Destin.

**II. DISCUSSION:** The City of Destin is currently in the final phase of negotiating a new franchise agreement with Gulf Power (Nextera) for City electricity services. These negotiations include a price to underground the electricity lines along Hwy 98 and throughout the City. While this process will take 20+ years, this agenda item is to explore the potential funding sources that can be used to finance the next 10+ years. The undergrounding will also include the cost of other services that are currently on the electricity poles.

Potential annual revenue sources for the undergrounding:

Additional 2% electricity franchise fee - \$850,000

New 1/2 Sales Tax (Expires Dec 31, 2028) - \$1,200,000

**Increase** in Impact Fees - \$200,000

**New** Public Service Tax 10% net to 6% - \$2,500,000

Use of General Fund Revenue - \$ ?

**Increase** of other Utility FF (gas, garbage, water) - \$ ?

Funding from Harbor CRA (Beginning ~FY2025) - \$700,000

Funding from TC CRA (Beginning ~FY2029) - \$700,000

**A. Link to Strategic Goals / Objectives:** This will help to achieve the goal of Beautification and infrastructure hardening throughout the City.

**B. Effect on Budget (EOB):** This discussion will provide direction on how to

fund the future undergrounding of utilities throughout the City and what options the City Council has to finance this process.

C. **Level of Service (LOS)**: The direction provided by City Council will effect the future undergrounding process within the City for the next 10+ years.

III. **CONCLUSION**: Funding for the underground process will have to be identified and secured prior to consideration of issuing a revenue note/bond. A revenue note would be much cheaper to issue but would only allow the note to extend 10-15 years.

IV. **RECOMMENDED MOTION**: No motion, this item is for discussion only.

Attachments:  
None

## CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 6, 2020**TYPE OF AGENDA ITEM:** City Manager Report

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**TO:** City Council**THRU:** Lance Johnson, City Manager**FROM:** Bragg Farmer, Finance Director  
Webb Warren, Deputy City Manager**DATE:** 12/19/19**SUBJECT:** Resident Pass for Beach Parking - South of US Hwy 98

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**I. BACKGROUND:** During the discussion of paid parking during the City Vision session, Council asked staff to provide possible options for a Resident Pass system in the beach paid parking areas south of Highway 98. These are the only proposed areas which will be available for a resident pass.

**II. DISCUSSION:** Council has approved the implementation of paid parking along Scenic Hwy 98 in Crystal Beach and Gulf shore Drive in Holiday Isle. The effected areas will be charged \$5.00 per 5 hour session. Council approved this option during the November 4th, 2019 council meeting. Council has also asked about the possibility of implementing a "Resident Pass" program that would allow for discounted or free parking along the Scenic Hwy 98 corridor in Crystal Beach and along Gulf Shore Drive. Staff has reached out to our Paid Parking Vendor and there is only one viable option to achieve this goal. It would be similar to the current sticker program for Henderson Beach State Park. Stickers would be issued to City Residents that would allow them to park at either a discount or for free for the same 5 hour timeframe as a visitor who pays \$5.00.

**A. Link to Strategic Goals / Objectives:** This will allow citizens of Destin to continue to use the City's public beach access parking spots at a discount or no cost.

**B. Effect on Budget (EOB):** The resident pass system will reduce the possible revenue from the Beach parking spots but will not effect the FY2020 budget.

**C. Level of Service (LOS):** This measure will allow for continued free or discounted parking in close proximity to the City public beach access points.

**III. CONCLUSION:** If Council chooses to enact a discounted or free parking program in the Crystal Beach and Holiday Isle areas, then it will allow Citizens to continue to use the City beaches without a significant financial burden. It will take approximately 30 to 45 days to get the stickers ordered and advertise the program so our residents can take advantage of the service. With this in mind, Staff would try to have this program in place by middle to late February, but no later than March 1, 2020.

**IV. RECOMMENDED MOTION:** I move that Council adopt a resident beach parking pass program the allows for (discounted / free) parking on Scenic Hwy 98 in Crystal Beach and Gulf Shore Drive in Holiday Isle, and have the program in place by March 1, 2020.

Attachments:

1. Action Agenda - November 4th  
Council Meeting



**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 9<sup>th</sup> to discuss all the Bert J. Harris cases.**

**ADJOURNMENT: 9:00 PM**

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 6, 2020

**TYPE OF AGENDA ITEM:** City Manager Report

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**TO:** City Council

**THRU:** Webb Warren, Deputy City Manager  
Lance Johnson, City Manager

**FROM:** Matthew Pace, IT Manager

**DATE:** 12/23/2019

**SUBJECT:** Office Productivity Suite and Email System (Office 365)

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**I. BACKGROUND:** Continuation of the City's successful implementation of the Office 365 Suite and Email services. In addition the current level of users (including new employees), the addition of board and committee member email accounts (49 users) is also requested in accordance with the City's Public Records Policy.

**II. DISCUSSION:** The IT Department is requesting the approval of the continuation and addition of government office 365 services provided by Microsoft through Liftoff. The annual cost per licensing for the office 365 services will remain the same as previous years; However, due to changes in the City's Public Records Policy, additional emails for board and committee members need to be included in the City's services.

Additional Board and Committee Accounts Needed: 49

The plan includes web access to city email services through a secure account and online archiving to conform to public records laws.

The cost increase for the addition of 49 committee member and 11 new employee accounts is \$8,028

The new annual cost for the City's Office 365 government licensing is \$27,708 and is above the \$15,000 approval threshold and is being brought before Council for approval.

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

**B. Effect on Budget (EOB):** \$8,028 increase in expenditures in Information

Technology's FY 2020 Budget due to 60 new licenses being added to the City's office 365 subscription.

C. **Level of Service (LOS)**: Will increase the city's level of service and conform to the City's public records policy.

**III. CONCLUSION**: The continued use of Office 365 will continue to reduce the overall expenses associated with traditional hosted servers. The elimination of having to purchase upgrades continues to be a benefit as all users are using up-to-date office suite software.

LiftOff continues to be a great partner in handling our Microsoft Office 365 government account.

Committee members have been notified they will receive city email accounts in accordance to our new public records policy. IT plans on rolling out the new accounts in January 2020.

**IV. RECOMMENDED MOTION**: I move to approve the continuation of services and addition of Office 365 government licenses with LiftOff and authorize the City Manager to purchase the necessary office 365 licensing for City operations in the amount of \$27,708, which is a cost increase of \$8,028 due to licenses being provided to City Committee members and new positions created in 2020.

Attachments:

1. LiftOff Quote and ToS
2. Original Approved Agenda Item 2018-718 and LiftOff Contract



## QUOTE

as of 12/19/2019

**Bill to:**

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

**Ship to:**

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

**Reseller (Remit To):**

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

**Terms:**

Due on Receipt

**Payment Options:**

Check

**Quote Description**

| G SKU Item Name         | Part Number | Term in Months | Price/User/ Month | Licenses | Cost/Year   |
|-------------------------|-------------|----------------|-------------------|----------|-------------|
| Office 365 Plan E1 GOV  | U4S-00002   | 12             | 8.00              | 99       | \$9,504.00  |
| ExchangeOnlineArchiving | 4ES-00001   | 12             | 3.00              | 99       | \$3,564.00  |
| Office 365 Plan E3 GOV  | AAA-11894   | 12             | 20.00             | 61       | \$14,640.00 |

**Total: \$27,708.00**

**Pricing Information:**

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

In order to proceed, send a Purchase Order to [rbraatz@liftoffonline.com](mailto:rbraatz@liftoffonline.com). Once we have the Purchase Order, we will order the licenses from Microsoft. We will immediately invoice the full amount when we place the order.



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## Customer Terms for Cloud Services Agreement US Public Sector

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

### ***1. General.***

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

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

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

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

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

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

### ***2. Confidentiality and Security.***

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

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### ***3. Term, Termination, and Suspension.***

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

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

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

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

### ***4. Limited warranty; disclaimer.***

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

### ***5. Duty to protect.***

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

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

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

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

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## **6. Limited liability.**

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

## **7. Agreement mechanics.**

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

## **8. Definitions.**

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

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

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

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

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

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

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

"Subscription" means an order for a quantity of Office 365.

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 1, 2018

**TYPE OF AGENDA ITEM:** Consent Agenda

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**TO:** City Council

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

**FROM:** Webb Warren, IS & Process Manager

**DATE:** September 21, 2018

**SUBJECT:** Request Approval of Microsoft Office 365 Licensing and Migration Services

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**I. BACKGROUND:** In May of 2018, the city released RFP 18-12-IT for Office 365 Government Migration Services and Licensing. The City had no response to this RFP. IT has also been in contact with several peer cities across Florida concerning Office 365 licensing and migration services, and one company, Liftoff Online, routinely came up with very positive reviews.

Liftoff Online has proposed both licensing and migration costs in their proposal. This proposal, as a whole, is the most competitive quote we received. The peer review of Liftoff's Office 365 services has been significantly better than any other company our peer cities and counties provided.

**II. DISCUSSION:** IT is prepared to migrate our organization from a traditional onsite hosted mail/Microsoft exchange environment to the newest client and/or cloud-based Office 365 package.

In order to make this significant migration, IT will need some engineering assistance in the server migration. IT will do the vast majority of the work, however, an experienced Office 365/Exchange services engineer will be needed with the server migration portion. It is imperative that an experienced engineer works with us to ensure a smooth transition to this new server and office package. Most of the cost of this project will be licensing, a cost the city already incurs and has budgeted for office licensing.

The benefits of this cloud and/or client based solution will be significant for the efficiency and organization of information within the city. Office 365 offers a

tremendous amount of tools that will allow departments to interact more effectively, provide increased availability during emergencies, as well as make our employees more efficient, no matter if they are in the office or the field.

- A. **Link to Strategic Goals / Objectives:** Service Excellence
- B. **Effect on Budget (EOB):** Budgeted in FY 2019  
151932-534000
- C. **Level of Service (LOS):** Will increase the city's level of service

**III. CONCLUSION:** The transition to Office 365 will reduce overall expenses associated with traditional hosted servers, provide our employees with the most modern office suite as well as provide the tools for our organization to be as efficient as possible.

Liftoff has provided cities across Florida stellar migration services with minimal disruption to day-to-day operations. IT's recommends approving Liftoff's master service agreement because they bring the most experience to the table and offers very competitive overall pricing.

**IV. RECOMMENDED MOTION:** I move to approve the Office 365 Licensing and Migration services with Liftoff Online and authorize the City Manager to execute the contracts accordingly.

Attachments:

1. price comparisons
2. Liftoff AOS-G\_Quote\_DestinFL
3. Resolution 18-36 Office 365  
Migration and Licensing Services

**RESOLUTION 18-36**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN PROVIDING AUTHORITY FOR THE CITY MANAGER TO ENTER INTO A CONTRACT WITH LIFTOFF ONLINE FOR OFFICE 365 MIGRATION AND LICENSING SERVICES FOR FISCAL YEAR 2019; AND PROVIDING FOR AN EFFECTIVE DATE.**

***WHEREAS***, Microsoft Office is an integral service provided to the organization of the City of Destin; and

***WHEREAS***, Liftoff online is qualified to perform Microsoft Office 365 migration services and is an authorized Microsoft reseller; and

***WHEREAS***, multiple Florida municipalities have highly recommended Liftoff Online due to their excellent service; and

***WHEREAS***, the City determines it is in the best interest of the organization to have the Office 365 migration and licensing services provided by LIFTOFF ONLINE to provide the necessary service to accomplish the Office 365 upgrade project.

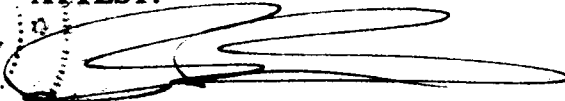
**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Destin that the City hereby provides authority for the City Manager to enter into a contract with LIFTOFF ONLINE for Fiscal Year 2019 at the amount of \$19,680.00.

**ADOPTED THIS 1<sup>st</sup> DAY OF OCTOBER 2018**

**By:**

  
\_\_\_\_\_  
Gary Jarvis, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Rey Bailey, City Clerk



|                 | SHI                 | Spectrum            | Liftoff (migration<br>and licensing is<br>combined) |
|-----------------|---------------------|---------------------|-----------------------------------------------------|
| Migration Cost  | \$ 25,150.00        | \$ 4,000.00         |                                                     |
| Licensing Costs | <u>\$ 17,280.00</u> | <u>\$ 18,480.00</u> | <u>\$ 19,680.00</u>                                 |
| Total:          | <b>\$ 42,430.00</b> | <b>\$ 22,480.00</b> | <b>\$ 19,680.00</b>                                 |



## QUOTE

as of 9/12/2018

**Bill to:**

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

**Ship to:**

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

**Reseller (Remit To):**

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

**Terms:**

Due on Receipt

**Payment Options:**

Check

**Quote Description**

| GSKU Item Name          | Part Number | Term in Months | Price / User Month | Licenses | Cost / Year |
|-------------------------|-------------|----------------|--------------------|----------|-------------|
| Office 365 Plan E3 GOV  | AAA-11894   | 12             | 20.00              | 60       | \$14,400.00 |
| Office 365 Plan E1 GOV  | U4S-00002   | 12             | 8.00               | 40       | \$3,840.00  |
| ExchangeOnlineArchiving | 4ES-00001   | 12             | 3.00               | 40       | \$1,440.00  |

**Total: \$19,680.00**

**Pricing Information:**

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

In order to proceed, send a Purchase Order to [rbraatz@liftoffonline.com](mailto:rbraatz@liftoffonline.com). Once we have the Purchase Order, we will order the licenses from Microsoft. We will immediately invoice the full amount when we place the order.



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## Customer Terms for Cloud Services Agreement US Public Sector

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

### ***1. General.***

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

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

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

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

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

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

### ***2. Confidentiality and Security.***

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

---

### ***3. Term, Termination, and Suspension.***

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

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

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

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

### ***4. Limited warranty; disclaimer.***

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

### ***5. Duty to protect.***

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

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

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

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

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## **6. Limited liability.**

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

## **7. Agreement mechanics.**

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

## **8. Definitions.**

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

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

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

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

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

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

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

"Subscription" means an order for a quantity of Office 365.

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 6, 2020

**TYPE OF AGENDA ITEM:** City Manager Report

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**TO:** City Council

**THRU:** Webb Warren, Deputy City Manager  
Lance Johnson, City Manager

**FROM:** Matthew Pace, IT Manager

**DATE:**

**SUBJECT:** Verizon Wireless GSA Supply Authorization

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**I. BACKGROUND:** Verizon is requesting a document for the purposes of recognizing the City of Destin is authorized to purchase under the GSA Federal Supply Schedule and that the use of all products/services purchased is for authorized government use. Due to staff additions and council member phones being added to the City's plan, a new authorization letter must be signed to allow for the addition of services needed throughout the year.

**II. DISCUSSION:**

Verizon is requiring all government contracts to authorize purchasing in accordance to the GSA Schedule. Upon certain thresholds, an increased amount of funds needs to be authorized by the city. This authorization is by no means a purchase amount or required to be paid by the city. It acts as a revolving credit that allows Verizon to supply the city with services and devices if we increase our user counts. With the addition of key employees and the Council phones and services we have increased the number of devices on the city's account which requires a change to our ordering capability per Verizon.

Per the city's Verizon rep, The purpose of the document is to have available funds for the 12 month period. The funds in no way lock the city into having to pay that amount, it is just for the purpose for Verizon to have available money for service, equipment, features, additional lines of service and upgrades. There is a cushion added for growth during the 12 month period which allows the city to add services. All government agencies sign the same document for their own accounts.

IT continues to work hard to ensure the City has the most efficient and cost effective plan for our cellular communication services.

Projected Monthly cost for the Verizon with additional council phones and new positions: \$1,691.87 per month

New Council phones are expected to be provided to Council in January 2020.

- A. **Link to Strategic Goals / Objectives:** Service excellence
- B. **Effect on Budget (EOB):** Increase to FY 2020 Budget
- C. **Level of Service (LOS):** Will increase the city's level of service

III. **CONCLUSION:** This service will allow the city to maintain it's wireless communications to include any additions or changes relating to the the new Public Policy of the city as well as recent additions of new positions.

The document authorizes the city to add services as needed during the specified 12 month period. The amounts listed on this document act as revolving credit made available to the city through Verizon.

IV. **RECOMMENDED MOTION:** I move to approve the Verizon Wireless GSA Supply Authorization and authorize the City Manager to execute the document accordingly.

Attachments:

- 1. Destin - Verizon GSA Authorization
- 2. Email From Verizon Rep



City of Destin

**GSA-Federal Supply Schedule Purchase Order**

|                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date:                                      | December 30, 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Vendor:                                    | Verizon Wireless                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Vendor Address:                            | 10170 Junction Drive<br>Annapolis Junction, MD 20701                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Vendor Email:                              | <a href="mailto:VZWFederal.Implementations@VerizonWireless.com">VZWFederal.Implementations@VerizonWireless.com</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Phone:                                     | 1.800.561.6227 Option 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| FAX:                                       | 1.866.227.4978                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Authorized By:                             | By signing below, I certify that I am have legal authority to bind the listed government agency , that my agency is authorized to purchase under the GSA Federal Supply Schedule and that the use of all products/services purchased is for authorized government use. <b>ANY RESELLING OF PRODUCTS/SERVICES PURCHASED UNDER THIS ORDER ARE STRICTLY PROHIBITED</b> , as the contract and governing regulations require that <b>all FSS purchases will be used for governmental purposes only and will not be resold for personal use.</b><br>Agency Name: _____<br>Signature of Authorized Official: _____<br>Printed or typed name: Matthew Pace _____<br>Printed or typed title: SPOC _____ |
| Contact Information:                       | Email address: <a href="mailto:mpace@cityofdestin.com">mpace@cityofdestin.com</a><br>Phone number: 850-837-4242 FAX number: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Billing Information:                       | City of Destin<br>4200 Indian Bayou Trail<br>Destin, FL 32541<br>Acct #221958263-00001<br>_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Payment Terms:                             | Net 30                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Description of Goods/Services;<br>Pricing: | Cellular service on the accounts listed below (or attached) totaling 75 units in accordance with the rate plans and terms and conditions now or in the future applicable to each of such lines pursuant to GSA Federal Supply Schedule Number GS-35F-0119P,<br>Rate Plan(s): variious<br>Equipment: various                                                                                                                                                                                                                                                                                                                                                                                    |
| Term:                                      | December 11, 2019 for 12 months through 2020<br>(month) (day) (#) (year)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Funds Authorized:                          | Monthly Access Fees for service on 75 Lines (Estimated) \$3375.00<br>Equipment charge(s) on 75 Lines (Estimates) \$5000.00<br>Total Access and Equipment Fees on 75 lines (Estimate) \$45500.00<br>Plus applicable fees, taxes and charges                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Contract #:                                | GSA Federal Supply Schedule Contract Number GS-35F-0119P, all terms and conditions are incorporated by reference.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Equipment<br>(Open Market):                | None of the equipment listed are products listed on GSA Federal Supply Schedule Contract No. GS-35F-0119P. All devices and/or accessories are "Open Market" items.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Miscellaneous:                             | Specify Phones, Delivery, Etc.:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Customer Acceptance:                       | Signature: _____ Date: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

For Verizon Wireless internal use only: Approval: \_\_\_\_\_ Date: \_\_\_\_\_



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## Matthew Pace

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**From:** Weston, Todd M <todd.weston@verizonwireless.com>  
**Sent:** Thursday, December 19, 2019 3:33 PM  
**To:** Matthew Pace  
**Subject:** Re: [E] RE: Destin PO

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

The purpose of the PO is to have available funds for the 12 month period. The funds in no way lock you into having pay that amount, it is just for the purpose to have available money for service, equipment, features, additional lines of service and upgrades. In addition there is a cushion added so that if during the 12 month period you plan for growth for the city. All government agencies sign the same PO for their own accounts

On Thu, Dec 19, 2019 at 8:31 AM Matthew Pace <[mpace@cityofdestin.com](mailto:mpace@cityofdestin.com)> wrote:

Todd,

I really need an explanation of the PO fees and purpose in writing. I don't want to drag this process out and need to provide this information to Webb, the City Manager and City Attorney. Please provide something for this so we can take care of this right away.

Thank you,

Matthew

**MATTHEW PACE**

***IT Manager***

***CITY OF DESTIN***

[4200 Indian Bayou Trail](#)

[Destin, Florida 32541](#)

[Office: 850-837-4242, ext 1101](#)



## CITY OF DESTIN



## AGENDA ITEM

**COUNCIL MEETING DATE:** January 6, 2020**TYPE OF AGENDA ITEM:** Consent Agenda**TO:** City Council**THRU:** Lance Johnson, City Manager  
Kyle Bauman, City Attorney  
Kimberly Kopp, Land Use Attorney**FROM:** Lorraine Berish, Senior Administrative Coordinator**DATE:** December 26, 2019**SUBJECT:** Subaward Agreement No. 2020-R14 between Okaloosa County and City of Destin, Capt. Royal Melvin Heritage Park and Plaza Project; RFP Approval

**I. BACKGROUND:** The Captain Royal Melvin Park and Plaza project was included in Okaloosa County's RESTORE Act Direct Component Initial Multiyear Plan which was accepted by the US Department of the Treasury on June 30, 2017.

The City of Destin is a subrecipient to Okaloosa County for RESTORE Act funding of the project; \$1,216,530 for direct component funds with the City of Destin contributing the remaining funding estimated to be \$33,470 for a total of \$1,250,000 direct costs. The U.S. Department of Treasury recently provided final approval and Okaloosa County accepted the subaward agreement with the City of Destin on December 17, 2019.

**II. DISCUSSION:** Request approval to sign the RESTORE Act Direct Component Subaward Agreement between Okaloosa County and the City of Destin for the construction of Captain Royal Melvin Heritage Park and Plaza (CRMHPP)

Request approval to publish RFP 20-01-REC CRMHP upon the completion of the City Land Use Attorney and County's review and approval of the document.

**A. Link to Strategic Goals / Objectives:** Preservation of Heritage and Environment and Enhanced Quality of Life.

Focus 4: High quality of life and safety for families.

Goal 4A: Improve and enhance the City's parks and recreational services.

**B. Effect on Budget (EOB):** \$33,470.00 has been allocated in the budget.

**C. Level of Service (LOS):** Implementation of this project will provide both economic and environmental benefits to Destin.

**III. CONCLUSION:** Okaloosa County approved the subaward agreement on December 17, 2019 and staff is requesting Council's approval agreement that will allow for the construction of Capt. Royal Melvin Heritage Park and Plaza.

**IV. RECOMMENDED MOTION:** I move that Destin City Council authorize Mayor Gary Jarvis to execute the Subaward Agreement No. 2020-R14 between Okaloosa County, Florida and the City of Destin, Florida pertaining to the Direct Component portion of the Restore Act Trust Fund Monies allocated to Okaloosa County.

I motioned to authorize the City Manager to publish RFP 20-01-REC CRMHP upon the completion of the City Land Use Attorney and Okaloosa County's review and approval of said document.

Attachments:

1. Subaward Agreement 2020-R14
2. RFP 20-01-REC CRMHPP



# Grants Administration

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State of Florida

December 20, 2019

Lance Johnson  
City Manager  
City of Destin  
4200 Indian Bayou Trail  
Destin, FL 32541

Via: hand delivered

Dear Mr. Johnson:

Enclosed are two copies of the partially executed Subaward Agreement 2020-R14 between Okaloosa County and the City of Destin. Please process these documents to full execution according to your procedures.

Please return one fully executed copy to:

Jane Evans, Grants and RESTORE Manager  
1250 North Eglin Parkway, Suite 102  
Shalimar, FL 32579

While Okaloosa County has accepted this award, the US Treasury has not registered the document. I am enclosing a signed copy and will provide the final electronic page to the Award as soon as possible for your records.

Sincerely,

A handwritten signature in blue ink that reads "Jane Evans".

Jane Evans

Cc: John Hofstad, County Administrator  
Faye Douglas, Office of Management and Budget Director

|                             |                                                  |
|-----------------------------|--------------------------------------------------|
| <b><u>ARTICLE I</u></b>     | <b>RECITALS</b>                                  |
| <b><u>ARTICLE II</u></b>    | <b>PURPOSE AND INTENT</b>                        |
| <b><u>ARTICLE III</u></b>   | <b>STATEMENT OF WORK</b>                         |
| <b><u>ARTICLE IV</u></b>    | <b>PERFORMANCE AND SUBCONTRACTS</b>              |
| <b><u>ARTICLE V</u></b>     | <b>CONTRACT LIABILITY</b>                        |
| <b><u>ARTICLE VI</u></b>    | <b>REIMBURSEMENT</b>                             |
| <b><u>ARTICLE VII</u></b>   | <b>PAYMENT</b>                                   |
| <b><u>ARTICLE VIII</u></b>  | <b>UNIFORM ADMINISTRATIVE REQUIREMENTS</b>       |
| <b><u>ARTICLE IX</u></b>    | <b>PROGRAM INCOME</b>                            |
| <b><u>ARTICLE X</u></b>     | <b>MAINTENANCE AND REAL PROPERTY PROTECTIONS</b> |
| <b><u>ARTICLE XI</u></b>    | <b>COUNTY RECOGNITION</b>                        |
| <b><u>ARTICLE XII</u></b>   | <b>TERM</b>                                      |
| <b><u>ARTICLE XIII</u></b>  | <b>AUDITS AND MONITORING</b>                     |
| <b><u>ARTICLE XIV</u></b>   | <b>REPORTING REQUIREMENTS</b>                    |
| <b><u>ARTICLE XV</u></b>    | <b>RECORD RETENTION</b>                          |
| <b><u>ARTICLE XVI</u></b>   | <b>SUSPENSION AND TERMINATION</b>                |
| <b><u>ARTICLE XVII</u></b>  | <b>NOTICES</b>                                   |
| <b><u>ARTICLE XVIII</u></b> | <b>INDEPENDENT CONTRACTOR</b>                    |
| <b><u>ARTICLE XIX</u></b>   | <b>INDEMNIFICATION</b>                           |
| <b><u>ARTICLE XX</u></b>    | <b>INSURANCE</b>                                 |
| <b><u>ARTICLE XXI</u></b>   | <b>PERSONNEL AND PARTICIPANT CONDITIONS</b>      |
| <b><u>ARTICLE XXII</u></b>  | <b>ENVIRONMENTAL CONDITIONS</b>                  |
| <b><u>ARTICLE XXIII</u></b> | <b>GENERAL CONDITIONS</b>                        |

**SUBAWARD AGREEMENT NO. 2020-R14 BETWEEN OKALOOSA COUNTY,  
FLORIDA AND THE CITY OF DESTIN, FLORIDA PERTAINING TO THE DIRECT  
COMPONENT PORTION OF THE RESTORE ACT TRUST FUND MONIES  
ALLOCATED TO OKALOOSA COUNTY**

**THIS SUBAWARD AGREEMENT** (hereinafter "Agreement") is entered into by and between OKALOOSA COUNTY, a political subdivision of the State of Florida, with an address of 1250 North Eglin Parkway, Suite 102, Shalimar, FL 32579, by and through its Board of County Commissioners, (hereinafter the "COUNTY"), and the City of Destin, a municipal corporation of the State of Florida, with an address of 4200 Indian Bayou Trail, Destin, FL 32541, by and through its Mayor and City Council, (hereinafter the "SUBRECIPIENT"), and having a DUNS number of 364637595, for the receipt of a subaward of funds made available through a federal award to the COUNTY.

**WITNESSETH:**

**WHEREAS**, the COUNTY, recognizing that substantial funds of money could be made available to the COUNTY through the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 under CFDA #21.015 (hereinafter "the RESTORE Act") which established the Gulf Coast Restoration Trust Fund, developed and submitted a Multiyear Implementation Plan to the United States Department of the Treasury (hereinafter "TREASURY") pursuant to all applicable rules and requirements; and

**WHEREAS**, said Multiyear Implementation Plan consisted of ten initial projects, one of which the SUBRECIPIENT proposed, the Captain Royal Melvin Heritage Park and Plaza Project; and

**WHEREAS**, the Multiyear Implementation Plan was accepted by TREASURY on June 30, 2017, which authorized the COUNTY to apply for financial assistance from the Gulf Coast Restoration Trust Fund to be used to fund activities and projects consistent with the Multiyear Implementation Plan; and

**WHEREAS**, the COUNTY has been awarded a RESTORE Act allocation of \$1,216,530.00 dollars under Federal Award Identification Number 1 RDCGR180102-01-00, issued to the COUNTY on November 26, 2019, and accepted by the COUNTY on December 17, 2019, by the United States Department of the Treasury; and

**WHEREAS**, the SUBRECIPIENT has requested funds from the COUNTY for the creation of a public park, Captain Royal Melvin Heritage Park and Plaza, including the construction of infrastructure improvements at the park, in Destin, Florida as described in the project design plans submitted with the application; and

**WHEREAS**, the COUNTY, acting as a pass-through entity, and the SUBRECIPIENT desire to enter into an subaward Agreement in accordance with 2 C.F.R. Part 200, to allow the SUBRECIPIENT to utilize an allocated sum of the COUNTY'S portion of Gulf Coast Restoration Trust Fund to carry out the project activities for the Captain Royal Melvin Heritage Park and Plaza Project in compliance with the Multiyear Implementation Plan; and

**WHEREAS**, Exhibits A, B, C, D, E and F which are attached and further explain this Subaward Agreement are incorporated by reference and made part of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

## **ARTICLE I**

### **RECITALS**

The WHEREAS clauses set forth above are incorporated herein by reference and made part of this Agreement.

## **ARTICLE II**

### **PURPOSE AND INTENT**

The COUNTY has received a Federal Award through the Gulf Coast Restoration Trust Fund (CFDA# 21.015, titled: Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States), in the amount of One Million, Two Hundred Sixteen Thousand, Five Hundred Thirty dollars (\$1,216,530.00) as of November 26, 2019 to carry out the projects meeting the requirements of 31 C.F.R. Part 34. The purpose and intent of this Agreement is to allocate a portion of RESTORE Act funds awarded to the COUNTY to the SUBRECIPIENT for reimbursement of qualified expenditures for the Captain Royal Melvin

Heritage Park and Plaza Project more specifically described in Exhibits A, C, and E. The SUBRECIPIENT will provide Thirty-three Thousand, Four Hundred Seventy dollars (\$33,470.00) of non-RESTORE funds to be blended with RESTORE funds towards the project. These non-RESTORE funds must be procedurally treated as federal funds in the Captain Royal Melvin Heritage Park and Plaza Project. The current indirect cost rate is 0% for the SUBRECIPIENT under this Agreement. The terms and conditions of the Federal Award (Exhibit F) apply to this Agreement, in accordance with 2 Code of Federal Regulations (CFR) 200.101(b)1. The combined total of the RESTORE and the SUBRECIPIENT funding is One Million, Two hundred Fifty dollars (\$1,250,000).

### **ARTICLE III**

#### **STATEMENT OF WORK**

1. Project. The Captain Royal Melvin Heritage Park and Plaza Project (hereinafter the "Project"), more particularly described in Exhibit A, is the purpose of this Agreement. The Project is for the creation of a public park, Captain Royal Melvin Heritage Park and Plaza, including the construction of infrastructure improvements at the park, in Destin, Florida as described in the project design plans submitted with the application.

2. Budget. The COUNTY and the SUBRECIPIENT agree that the budget submitted for the Project as shown as part of SUBRECIPIENT's application for the Allocated Sum, attached hereto and incorporated herein as Exhibit E, herein referred to as "Project Budget," shall be the basis for the Allocated Sum.

3. Schedule. The timeframe to provide Project services, herein referred to as "Project Schedule," begins on execution of this document by both parties, and ends on May 31, 2021, as indicated in Exhibit C. The Project Schedule shall be strictly followed by the SUBRECIPIENT in performing and completing the Project.

4. Qualified expenditures, eligible expenditures, and eligible expenses shall mean those expenditures or expenses reasonably necessary to complete the Project.

#### **ARTICLE IV**

##### **PERFORMANCE AND SUBCONTRACTS**

1. Performance Monitoring. The COUNTY shall monitor the performance of the SUBRECIPIENT against goals and performance standards as required herein. Substandard performance, as reasonably determined by the COUNTY, will constitute noncompliance of this Agreement. If such substandard performance is not corrected by the SUBRECIPIENT within a period of forty-five (45) days after being notified by the COUNTY, in accordance with Article XVI contract suspension or termination procedures may be initiated and enforced in accordance with regulations set forth in 2 C.F.R. Part 200.

2. SUBRECIPIENT's subcontractors. The SUBRECIPIENT shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The SUBRECIPIENT may subcontract, as necessary, to perform as required by this Agreement. The COUNTY shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the SUBRECIPIENT's subcontract(s), and the SUBRECIPIENT shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The SUBRECIPIENT shall take the necessary steps to ensure that each of its subcontractor(s) will be deemed independent contractor(s) and will not be considered or permitted to be agents, servants, joint ventures or partners of the COUNTY.

3. Procurement Standards. All procurement transactions shall be conducted in a manner to provide to the maximum extent, practical, open, and free competition. SUBRECIPIENT must follow the Federal Procurement Standards set forth in 2 CFR 200.318 – 200.326. Bid packages and advertisements shall be subject to COUNTY review and comment before being published. Documentation concerning the selection process for all contracts or subcontracts shall be forwarded to the COUNTY for review and comment prior to award. Within 10 working days from receiving documentation from the SUBRECIPIENT, the COUNTY shall submit all comments to the SUBRECIPIENT for consideration.

4. Laws. All contracts or subcontracts made by the SUBRECIPIENT to carry out the Project herein shall be made in accordance with all applicable Federal, State, and local laws, rules, and regulations



stipulated in this Agreement and in strict accordance with all terms, covenants, and conditions in this Agreement. Any worker's services contracted hereunder shall be specified by written contract or Agreement and shall be subject to each Article set forth in this Agreement.

5. Subcontract Monitoring. The SUBRECIPIENT shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Such summaries and documents shall be submitted to the COUNTY with each required periodic report.

## **ARTICLE V**

### **CONTRACT LIABILITY**

The COUNTY shall not be liable to any person, firm, or corporation who contracts with, or provides goods or services to, the SUBRECIPIENT in connection with this Agreement, or for debts or claims accruing to such parties against the SUBRECIPIENT; there is no contractual relationship either expressed or implied between the COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to the SUBRECIPIENT as a result of its services to the COUNTY hereunder.

## **ARTICLE VI**

### **REIMBURSEMENT**

The SUBRECIPIENT is allocated a total sum in the amount of One Million, Two Hundred Sixteen Thousand, Five Hundred Thirty dollars (\$1,216,530.00) (hereinafter the "Allocated Sum") by the COUNTY from its RESTORE Act allocation, to be made available to the SUBRECIPIENT for reimbursement of eligible expenditures, in consideration for performance of the project as described in Exhibit A, attached hereto and incorporated herein. The total amount of Federal funding (RESTORE Act allocation) obligated by this Agreement and made available to the SUBRECIPIENT shall not exceed One Million, Two Hundred Sixteen Thousand, Five Hundred Thirty dollars (\$1,216,530.00).

## **ARTICLE VII**

### **PAYMENT**

Payment by the COUNTY of the Allocated Sum to the SUBRECIPIENT as reimbursement or the SUBRECIPIENT's vendor for performance of the Project shall be as follows:

1. The SUBRECIPIENT shall submit to the COUNTY, through its Office of Management and Budget Grants Administration any and all documents verifying the request for payment, herein "Verifying Documents." Verifying Documents shall be submitted to the COUNTY within thirty (30) days from the day the SUBRECIPIENT received service or performance or supplies from a vendor and in no event later than forty-five (45) days from when the SUBRECIPIENT receives the bill/invoice from the vendor. Final request for payment shall be submitted no later than thirty (30) days from Project completion. Verifying Documents may include, but are not limited to:

a. Records of staff time, documented time sheets, with original signatures of the staff person and a documented official, all applicable cancelled checks (a bank statement will be required if the cancelled checks are not legible), receipts for material and labor, and any invoices chargeable to the Project.

b. An original invoice and written approval by the SUBRECIPIENT for each eligible expense to be paid directly to the vendor, or a written request for reimbursement that includes a copy of applicable invoices for each eligible expense.

c. Invoices from the vendor, including details of the amounts being invoiced, and copies of cancelled checks, front and back, which have been processed for payment for items that apply to the reimbursement of the SUBRECIPIENT's funds.

2. Within ten (10) working days of receipt of Verifying Documents, the COUNTY shall, in its sole discretion, determine if the Verifying Documents, or any portion of them, are acceptable and in strict compliance with the purpose, national objective, and laws stated herein and approve them for payment. If, at the sole discretion of the COUNTY, it is determined there are any errors in the Verifying Documents, the COUNTY shall notify the SUBRECIPIENT within ten (10) working days of receipt of the Verifying Documents.

The SUBRECIPIENT shall submit corrected Verifying Documents within ten (10) working days of receipt of notice. Payment shall not be made for any Verifying Documents that contain errors.

3. Upon determination by the COUNTY that Verifying Documents are approved, the COUNTY will initiate the payment process in accordance with Section 218.73-74, Florida Statutes, considered due upon receipt by the Clerk & Comptroller's Office, and paid upon approval by the COUNTY. The COUNTY reserves the right to delay any payment request for Verifying Documents containing errors, until such errors are corrected to the satisfaction of the COUNTY.

4. In no event shall the COUNTY be obligated to reimburse for any Verifying Documents older than sixty (60) days from the date of receipt by the SUBRECIPIENT from a vendor.

5. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with the standards specified in 2 CFR, 200; 2 CFR, 215; or 2 CFR, 225, as applicable.

6. If applicable, program income must be disbursed before the SUBRECIPIENT requests funds from the COUNTY. The COUNTY will close out the Award when it determines that all applicable administrative actions and all required work for this Award have been completed. Within 45 days after the end of the period of performance, the SUBRECIPIENT must submit any outstanding reports, as well as any required reporting on subawards. The SUBRECIPIENT must liquidate all obligations incurred under this Award no later than 45 calendar days after the end of the period of performance, unless the SUBRECIPIENT requests and with the approval from the COUNTY and TREASURY, an extension. Within 30 days after receipt of the reports in paragraph (a) of this section, the COUNTY will make upward or downward adjustments to the allowable costs, and then make prompt payments to the allowable, unreimbursed costs. The closeout of this award does not affect any of the following:

- a. The right of the COUNTY or TREASURY to disallow costs and recover funds on the basis of a later audit or other review;
- b. The obligation of the SUBRECIPIENT to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or

c. The SUBRECIPIENT's obligations regarding audits, property management and disposition (if applicable), and records retention

## **ARTICLE VIII**

### **UNIFORM ADMINISTRATIVE REQUIREMENTS**

The SUBRECIPIENT shall comply with 2 CFR 200.330 and 200.331, and agrees to adhere to accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The SUBRECIPIENT shall administer the Project in conformance with 2 CFR, as appropriate, to ensure substantial adherence to the applicable accounting principles and procedures required therein, utilization of adequate internal controls, and the maintenance of necessary source documentation for all costs incurred.

## **ARTICLE IX**

### **PROGRAM INCOME**

The SUBRECIPIENT shall report monthly all program income, as defined in 2 CFR, 200.80, generated by activities carried out with the Allocated Sum made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth in the *RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions*, U.S. Department of the TREASURY, December 2018. By way of further limitations, the SUBRECIPIENT may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program balances on hand. All unused program income with interest shall be returned to the COUNTY at the end of the contract period.

## **ARTICLE X**

### **MAINTENANCE AND REAL PROPERTY PROTECTIONS**

The SUBRECIPIENT shall not mortgage or otherwise encumber title to the property of the Project by utilizing it as collateral for any type of lien, note, mortgage, debt obligation, or security Agreement without prior

written approval by the COUNTY. The SUBRECIPIENT shall not subject the title to such property to any liens or grants; the making of any Federal loan; the entering into of any cooperative Agreement; or to the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement without prior written approval from the COUNTY. For projects including acquisition and improvements to real property, the SUBRECIPIENT acknowledges its obligations under the RESTORE Act Standard Terms and Conditions (included in Exhibit F), including, but not limited to, W. 5. Estimated Useful Life and W. 7. Use of Real Property regarding operation and maintenance of the property, use restrictions, and restrictions on conveyance. The SUBRECIPIENT acknowledges its obligations to use the property for its funded purpose for the duration of its Estimated Useful Life and to maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life. The improvements will provide additional public infrastructure to Destin and is intended to provide a permanent public access and use facility including a harbor/wildlife observation platform, resource center, educational signage, kayak/canoe lift, terraced walkway, plaza, picnic/siting area, drinking fountain, restrooms, trash bins, bike racks and underground utilities.

#### **ARTICLE XI**

##### **COUNTY RECOGNITION**

The SUBRECIPIENT shall ensure recognition of the role of the COUNTY and the RESTORE Act in providing funding for the Project. All facilities constructed pursuant to this Agreement shall be permanently labeled as to the funding source. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc., created to promote the Project shall acknowledge the COUNTY and the RESTORE Act as providing funding for the Project.

#### **ARTICLE XII**

##### **TERM**

The term of this Agreement shall be in effect from the execution of both parties, to May 31, 2021, upon the effective date as required herein, until such time as the monitoring period has expired past that date.

### **ARTICLE XIII**

#### **AUDITS AND MONITORING**

In the event that the SUBRECIPIENT expends Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) or more in Federal awards in its fiscal year, the SUBRECIPIENT must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR, 200, as revised. Article II indicates Federal resources awarded through the COUNTY by this Agreement. In determining the Federal awards expended in its fiscal year, the SUBRECIPIENT shall consider all sources of Federal awards, including Federal resources received from the COUNTY. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR, 200, as revised. An audit of the SUBRECIPIENT conducted by the Auditor General in accordance with the provision of 2 CFR, 200, as revised, will meet the requirements of this part.

- a. In connection with the audit requirements addressed in Subsection 1 above, the SUBRECIPIENT shall fulfill the requirements relative to audit responsibilities as provided in 2 CFR, 200, as revised.
- b. If the SUBRECIPIENT expends less than Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, 200, as revised, is not required. In the event that the SUBRECIPIENT expends less than Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR, 200, as revised, the cost of the audit must be paid from non-Federal resources.
- c. In addition to reviews of audits conducted in accordance with 2 CFR, 200, as revised, monitoring procedures may include, but not be limited to, on-site visits by the COUNTY; limited-scope audits as defined by 2 CFR, 200, as revised; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the SUBRECIPIENT agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the COUNTY. In the event the COUNTY determines that a limited-scope audit of the SUBRECIPIENT is appropriate, the SUBRECIPIENT agrees to comply with any additional instructions provided by

the COUNTY to the SUBRECIPIENT regarding such audit. The SUBRECIPIENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### **ARTICLE XIV**

##### **REPORTING REQUIREMENTS**

The SUBRECIPIENT shall submit to the COUNTY semi-annual activity, as indicated in Exhibit D, attached hereto and incorporated herein. Reports are due by the 15<sup>th</sup> of the month following the end of each reporting period and must include information on levels of accomplishment, objectives met for each activity funded, and subcontract monitoring reports as applicable. Within 15 days of completing each project action item in Exhibit C (Project Schedule), the SUBRECIPIENT shall provide via email project photographs in jpg format, explanations of the photographs, and a summary of progress in MSWord for each action item, suitable for posting to a project-related web page.

The SUBRECIPIENT shall complete and submit to the COUNTY a report on the status of the real property or interest in real property in which the federal government retains an interest, using an SF-429 Real Property Status Report form annually for the first three years of this award and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. All reports must be for the period ending December 31, or any portion thereof, beginning with the year of the award, and are due no later than 30 days following the end of the reporting period. The COUNTY will use this information as the basis for filing SF-429 reports to TREASURY.



**ARTICLE XV**

**RECORD RETENTION**

**1. Maintenance of Records**

- a. The SUBRECIPIENT shall maintain all records required by Federal regulations specified in 2 CFR, as appropriate, that are pertinent to the Project herein funded by the Allocated Sum.

Such records shall include, but are not limited to:

1. Application requesting Project funding.
2. Executed SUBRECIPIENT Agreement approving the Project, including any amendments to this Agreement.
3. Records providing a full description of each activity undertaken.
4. Records demonstrating that the activity meets the national objective herein.
5. Records determining eligibility of work performed for the Allocated Sum.
6. Records documenting the acquisition, improvement, use, or disposition of real property acquired or improved with the Allocated Sum, if applicable.
7. Financial records as required by 2 CFR 200.330 and 200.331, and all Financial Management standards as specified in Exhibit B.
8. Copy of periodic reports submitted as required herein.

- b. Retention of Records. The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, after the resolution of all Federal audit findings, or until the note and mortgage associated with this Agreement are satisfied, whichever occurs later.

- c. Access to Records. The COUNTY and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of the SUBRECIPIENT which are pertinent to the subaward, in order to make audits, examinations, excerpts, and transcripts. The right of



access shall last as long as any record is required to be retained. Access shall be made available during normal business hours and as often as the COUNTY or any authorized representative of the Federal government deems necessary.

- d. All original records and documents pertinent to this Agreement shall be retained by the SUBRECIPIENT during the terms of this Agreement. All records, including supporting documentation, shall be sufficient to determine compliance with the requirements of this Agreement and all other applicable laws and regulations. The SUBRECIPIENT, its employees or agents, shall provide access during the contract period to all related records and documents for accounts placed with the SUBRECIPIENT by the COUNTY, at reasonable times to the COUNTY, its employees or agents. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the COUNTY. The SUBRECIPIENT shall comply with the requirements of Chapter 119, Florida Statutes, with respect to any documents, papers, and records made or received by the SUBRECIPIENT in connection with this Agreement, including the provisions of public access and for copies at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by the law. The SUBRECIPIENT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- e. The SUBRECIPIENT shall meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of the SUBRECIPIENT upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

**ARTICLE XVI**

**SUSPENSION AND TERMINATION**

1. Termination. Either party may terminate this Agreement without cause, at any time, by giving at least a thirty (30) day written notice to the other party of such termination. Either party may terminate this Agreement with cause immediately.

a. In the event of any termination, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the SUBRECIPIENT under this Agreement, shall, at the option of the COUNTY, become the property of the COUNTY, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

b. Cause shall include, but is not limited to, failure to strictly comply with all applicable Federal, State, and local laws, rules and regulations, or any substandard performance by the SUBRECIPIENT. Substandard performance shall be any performance indicated by Verifying Documents but not reflected in the actual performance of the Project. In the event of substandard performance, the COUNTY shall notify the SUBRECIPIENT in writing of such substandard performance, and the SUBRECIPIENT shall take corrective action within a reasonable time, but in no event later than forty-five (45) days from receipt of the notice from the COUNTY.

c. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

2. Suspension. In lieu of termination upon a finding of cause, as defined in this article, the COUNTY may suspend this Agreement and withhold any payment of Allocated Sum until such time as the SUBRECIPIENT is found to be in compliance by the COUNTY.

**ARTICLE XVII**

**NOTICES**

All notices required or permitted hereunder shall be deemed duly given if sent by certified mail, postage prepaid, addressed to the parties as follows:

**OKALOOSA COUNTY**

Jane Evans  
Grants & RESTORE Manager  
Okaloosa County  
1250 North Eglin Parkway, Ste 102  
Shalimar, FL 32579  
850-651-7521  
jevans@myokaloosa.com

**SUBRECIPIENT**

Lance Johnson  
City Manager  
City of Destin  
4200 Indian Bayou Trail  
Destin, FL 32541  
850-837-4242  
ljohnson@cityofdestin.com  
Federal ID No 59-2480854  
DUNS No. 364637595

Awarding Agency – US Department of the Treasury.

John Stutts  
Federal Project Officer  
1500 Pennsylvania Ave. N.W.  
Washington D.C. 20220-0001  
Phone: 202-622-0239  
[John.Stutts@treasury.gov](mailto:John.Stutts@treasury.gov)

**ARTICLE XVIII**

**INDEPENDENT CONTRACTOR**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall, at all times, remain an independent contractor with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and workers' compensation insurance.

**ARTICLE XIX**

**INDEMNIFICATION**

The SUBRECIPIENT shall defend, hold harmless, and indemnify the COUNTY and all of its officers, agents, and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the COUNTY may sustain, suffer, incur, or be required to pay by reason of the loss of any monies paid to the SUBRECIPIENT resulting out of fraud, defalcation, dishonesty, or failure of the SUBRECIPIENT to comply with this Agreement, or arising out of any act, action, neglect, or omission during the performance of this Agreement, as modified, any part thereof, or work performed hereunder, whether direct or indirect; or by reason or result of injury caused by the SUBRECIPIENT's negligent maintenance or supervision of the property or work performed thereon over which the SUBRECIPIENT has control; or by reason of a judgment over and above the limits provided by the insurance, required under Article XX of this Agreement; or by any defect in the condition or construction of the Project, if the Project was inspected and accepted by the SUBRECIPIENT; whether or not due to, or caused by negligence of the COUNTY, or any of its agents and employees, except that the SUBRECIPIENT will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of its agents or employees. The indemnity hereunder shall continue until all provisions of this Agreement, including satisfaction of any mortgage and/or promissory note, have been fully performed by the SUBRECIPIENT.

The SUBRECIPIENT's obligation to indemnify, defend, and pay for the defense or, at the COUNTY's option, to participate and associate with the COUNTY in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the SUBRECIPIENT of the COUNTY's notice of claim for indemnification to the SUBRECIPIENT. The notice of claim for indemnification shall be served by certified mail. The SUBRECIPIENT's obligation to defend and indemnify within seven (7) days of receipt of such notice shall not be excused because of the SUBRECIPIENT's inability to evaluate liability, or because the SUBRECIPIENT evaluates liability and determines the SUBRECIPIENT is not liable, or determines the COUNTY is solely negligent. Only a final adjudication judgment finding the COUNTY solely

negligent shall excuse performance of this provision by the SUBRECIPIENT. If a judgment finding the COUNTY solely negligent is appealed and the finding of sole negligence is reversed, the SUBRECIPIENT will be obligated to indemnify the COUNTY for the cost of the appeal(s). The SUBRECIPIENT shall pay all costs and fees related to this obligation and its enforcement by the COUNTY.

Notwithstanding any provision of this Agreement, if the SUBRECIPIENT is an agency or subdivision of the State of Florida, its obligation to indemnify, defend and hold harmless the County shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving any applicable limits of sovereign immunity.

## **ARTICLE XX**

### **INSURANCE**

1. The SUBRECIPIENT shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the SUBRECIPIENT's operation and use of the premises. The cost of such insurance shall be borne by the SUBRECIPIENT.

2. The SUBRECIPIENT shall not enter or occupy the premises until it has obtained all insurance required herein and such insurance has been approved by the COUNTY as provided herein.

3. The SUBRECIPIENT shall furnish certificate(s) of insurance on the form required by the COUNTY to the COUNTY (Attention: Okaloosa County Risk Manager, 302 North Wilson Street, Suite 301, Crestview, FL 32536). The certificate(s) shall clearly indicate the SUBRECIPIENT has obtained insurance of the type, amount, and classification required for strict compliance with this Agreement and that no reduction in coverage or in limits, suspension, or cancellation of the insurance shall be effective without thirty (30) days prior written notice as provided below. The certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. The COUNTY reserves the right to require complete, certified copies of all required policies at any time. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days prior written notice

by certified mail, return receipt requested, has been given to the COUNTY to the attention of the Okaloosa County Risk Manager. In the event the insurance coverage expires prior to the termination or end of this Agreement, a renewal certificate shall be issued thirty (30) days prior to the expiration date. Compliance with the foregoing requirements shall not relieve the SUBRECIPIENT of the liability and obligations under this Agreement. Neither approval by the COUNTY or a failure to disapprove insurance certificates or policies furnished by the SUBRECIPIENT shall release the SUBRECIPIENT of full responsibility for all liability or its obligations under this Agreement.

4. All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida, have an "A" policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best's Key Rating Guide, and shall be satisfactory to the COUNTY. All policies of insurance required by this Agreement shall be primary insurance with respect to the COUNTY, its officials, agents, and employees. Any insurance or self-insurance maintained by the COUNTY, its officials, agents, or employees shall be in excess of the SUBRECIPIENT's insurance and shall not contribute with it. All policies of insurance required by this Agreement, except workers' compensation, shall specifically provide that the COUNTY shall be an "additional insured" under the policy and shall contain a severability of interests' provision. All insurance policies required herein and all provisions hereof shall apply to all operations, activities, or use by the SUBRECIPIENT, or by anyone employed by or contracting with the SUBRECIPIENT, and it is the SUBRECIPIENT's responsibility to ensure that any contractor, subcontractor, or anyone directly or indirectly employed by any of them, complies with those insurance provisions and that the COUNTY is an "additional insured" on such policies. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY and are the responsibility of the SUBRECIPIENT. The minimum kinds and limits of coverage to be carried by the SUBRECIPIENT shall be as follows:

1. Workers' Compensation and Employer's Liability:

a. If the SUBRECIPIENT falls under the State of Florida Workers' Compensation law, the SUBRECIPIENT shall provide coverage for all employees. The coverage shall be for the statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit

of One Hundred Thousand and 00/100 Dollars (\$100,000.00) for each accident. The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, agents, and employees for losses arising from the leased premises.

2. Comprehensive General Liability:

a. Shall include premises and/or operations, broad form property damage, independent contractor, contractual liability, and fire legal liability, and shall be written on an "occurrence basis." In the event SUBRECIPIENT is only able to secure coverage on a "claims-made basis," the SUBRECIPIENT shall be obligated, by virtue of this Agreement, to maintain tail coverage in effect with no less limits of liability, nor any more restrictive terms and/or conditions, for a period of three (3) years from expiration or termination of this Agreement.

Bodily injury and personal injury, including death:

- \$1,000,000.00 each person;
- \$2,000,000.00 aggregate;
- \$1,000,000.00 each occurrence;
- \$2,000,000.00 aggregate.

**ARTICLE XXI**

**PERSONNEL AND PARTICIPANT CONDITIONS**

**1. Civil Rights**

- a. Compliance. The SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, as amended; Title VIII of the Civil Rights Act of 1968, as amended; the Americans with Disabilities Act of 1990, as amended; Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Executive Order 11063, as amended; and Executive Order 11246, as amended.
- b. Nondiscrimination. The SUBRECIPIENT shall comply with nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders and all other applicable laws, rules, and regulations.

**2. Affirmative Action**

- a. Approved Plan. The SUBRECIPIENT agrees that it shall be committed to carry out its activities pursuant to the COUNTY's specifications and to the Affirmative Action program in keeping with principles as provided in the President's Executive Order 11246 of September 24, 1965, as amended. Such information shall be made available to the County for review upon request.
- b. Women and Minority-Owned Businesses. The SUBRECIPIENT will use affirmative steps such as: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises (4) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises (5) Using the services and assistance, as appropriate, of such organizations as the Small Business



Administration and the Minority Business Development Agency of the Department of the Commerce; and (6) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in (1) through (5).

To afford women- and minority-owned business enterprises the maximum practical opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The SUBRECIPIENT may rely on written representations by subcontractors regarding their status as minority and women business enterprises in lieu of an independent investigation.

- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the COUNTY, its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice from the SUBRECIPIENT's contracting officer advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Equal Employment Opportunity and Affirmative Action Statement. The SUBRECIPIENT shall, in all solicitations or advertisements for employees, placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative-Action employer.
- f. Subcontract Provisions. The SUBRECIPIENT shall include the provisions of Subsection 1, Civil Rights, and Subsection 2, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

3. Employment Restrictions

- a. Prohibited Activities. The SUBRECIPIENT shall not use any portion of the Allocated Sum or personnel employed to carry out this Agreement for political activities, inherently religious activities, and lobbying, political patronage, or nepotism activities.
- b. Labor Standards. The SUBRECIPIENT shall comply with the Davis-Bacon Act, as applicable, the provisions for Contract Work Hours and Safety Standards Act (40 U.S.C., 327, et seq.), and all other applicable Federal, State, and local laws and regulations. The SUBRECIPIENT further shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C., 874, et seq.). The SUBRECIPIENT shall maintain documentation demonstrating compliance with the hour and wage requirements of this subsection.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all subcontractors engaged under contracts in excess of Two Thousand and 00/100 Dollars (\$2,000.00) for construction, renovation, or repair of any building, or work financed in whole or part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the COUNTY pertaining to such Agreements; and with the applicable requirements of the regulations of the United States Department of Labor under 29 CFR, Parts 1, 3, 5, 6, and 7, governing the payment of wages and ratio of apprentices and trainees to journeymen provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require language to be inserted in full in all such contracts subject to such regulations and provisions, meeting the requirements of this article.

4. Conduct

- a. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- b. Conflict of Interest. The SUBRECIPIENT shall not employ or retain any person or entity with a financial interest in the Project. The SUBRECIPIENT shall not employ, retain, or otherwise grant any financial interest in the Project to any person employee, agent, consultant, officer, or elected or appointed official of the COUNTY who may exercise or have exercised any functions or responsibilities with respect to the Project, or who are in a position to participate in a decision-making process or gain inside knowledge to the Project, either for themselves or anyone with whom they have business or immediate family ties.
- c. Lobbying. The SUBRECIPIENT hereby certifies:
  - 1. No Federal appropriated funds have been paid by or on behalf of it to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative Agreement; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.
  - 2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the SUBRECIPIENT shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

3. The SUBRECIPIENT shall require that the language of the Anti-Lobbying Certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements), and shall certify and disclose accordingly.
- d. Copyright. In the event the performance of this Agreement results in any copyrighted material or inventions, the COUNTY reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use the work or material for governmental purposes.
- e. Religious Activities. The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

## **ARTICLE XXII**

### **ENVIRONMENTAL CONDITIONS**

1. Air, Water, Species Protection. The SUBRECIPIENT agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- a. Clean Air Act, 42 U.S.C., 7401, et seq.
- b. Clean Water Act, 33 U.S.C 1251, et seq.
- c. Environmental Protection Agency Regulations pursuant to 40 CFR 50, as amended.
- d. National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321, et seq.
- e. Coastal Zone Management Act, as amended, 16 U.S.C 1451, et seq., and implementing regulations 15 CFR Part 930.
- f. Endangered Species Act, 16 U.S.C. 153, et seq.
- g. Magnuson-Steven's Fishery Conservation and Management Act, as amended, 16 U.S.C. 1801-1884.

- h. Marine Mammal Protection Act, 16 U.S.C. Chapter 31.
- i. Coastal Barrier Resources Act, as amended.
- j. Rivers and Harbors Act.
- k. Wild and Scenic Rivers Act, 16 U.S.C. 1271, et seq.
- l. Safe Drinking Water Act, 42 U.S.C. 300f, et seq.
- m. Executive Order 11988, Floodplain Management.
- n. Executive Order 11990, Wetland Protection.
- o. Executive Order 13089, Coral Reef Protection.
- p. Executive Order 13112, Invasive Species.
- q. Executive Order 13186, Responsibilities of Federal Agencies to Protect Migratory Birds.

2. Historic Preservation. The SUBRECIPIENT agrees to comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C., 470), and the procedures set forth in 36 CFR, 800, Advisory Council on Historic Preservation Procedures, for protection of historic properties insofar as they apply to the performance of this Agreement.

3. Environmental Protection. The SUBRECIPIENT agrees to comply with the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation, and Liability Act insofar as they apply to the performance of this Agreement.

### **ARTICLE XXIII**

#### **GENERAL CONDITIONS**

- a. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by all parties hereto.
- b. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.
- c. Modification. No modification, addendum, or amendment of any kind whatsoever may be made to this Agreement unless in writing and signed by all parties hereto. This Agreement may be amended

from time to time to conform to Federal, State, or local governmental guidelines, policies, or available funding amounts, and such approval shall not be unreasonably withheld.

- d. Amendments. Such amendments shall not invalidate this Agreement, nor relieve or release the COUNTY or the SUBRECIPIENT from its obligations under this Agreement, or change the independent contractor status of the SUBRECIPIENT.
- e. Entire Agreement. This Agreement represents the entire Agreement between the parties and supersedes any and all prior agreements, written or oral, relating to the matters set forth herein. Prior agreements, negotiations, or understandings shall have no force or effect on this Agreement.
- f. Sovereign Immunity. To the extent permitted by law, nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the COUNTY and the SUBRECIPIENT, as provided by the laws of the State of Florida.
- g. Laws. This Agreement shall be governed by all applicable Federal laws, rules, and regulations that apply. The SUBRECIPIENT shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations.
- h. Venue. Venue for any litigation arising from this Agreement shall be in the First Judicial Circuit of Florida, in and for Okaloosa County.
- i. This Agreement shall take effect the last day all parties hereto have signed.
- j. Severability. If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- k. Grant Award No. 1 RDCGR180102-01-00 is not a Research and Development Award.

•

Subaward agreement No. 2020-R14 between Okaloosa County, FL and City of Destin, FL

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates indicated below.

  
\_\_\_\_\_  
JOHN HOFSTAD, COUNTY ADMINISTRATOR  
OKALOOSA COUNTY AUTHORIZED OFFICIAL

**DEC 17 2019**  
\_\_\_\_\_  
DATE

ATTEST:

CITY OF DESTIN, FLORIDA

\_\_\_\_\_  
[Signature of SUBRECIPIENT ATTESTOR]

\_\_\_\_\_  
[Signature of AUTHORIZED REP SUBRECIPIENT]

**REY BAILEY, CITY CLERK**  
\_\_\_\_\_  
[Printed name of SUBRECIPIENT ATTESTOR]

**GARY JARVIS, MAYOR**  
\_\_\_\_\_  
[Printed name & position of AUTHORIZED REP]

\_\_\_\_\_  
DATE

## **EXHIBIT A**

### **CAPTAIN ROYAL MELVIN HERITAGE PARK AND PLAZA PROJECT**

#### **PROJECT DESCRIPTION**

The RESTORE Act funding will be utilized for the creation of a public park, Captain Royal Melvin Heritage Park and Plaza, including the construction of infrastructure improvements at the park, in Destin, Florida as described in project design plans submitted with the application (Royal Melvin Park, March 2019).

Okaloosa County's subrecipient for the project will be the City of Destin (Destin). Destin will contract out the construction of the park improvements, including a harbor/wildlife observation platform, resource center, educational signage, kayak/canoe lift, terraced walkway, plaza, picnic/sitting area, drinking fountain, restrooms, trash bins, bike racks, and underground utilities. The final project cost is dependent on contractor bids received. The park will be constructed on a 0.77-acre parcel, identified by the Okaloosa County Property Appraiser as Parcel Number 00- 2S-22-0630-0000-07G1, owned by Destin. Okaloosa County included with its application a December 21, 2006 Warranty Deed from The Trust for Public Land to Destin to document parcel ownership. Project deliverables include completed construction of identified improvements and submission of post-construction monitoring data.

The post-construction monitoring was described in the Multiyear Implementation Plan as the installation of "trail sensors" at the park entrance to count traffic into the park. In addition, the SUBRECIPIENT will conduct a follow-up "Economic Impact Analysis of Charter Fishing and Recreational Boating Along Destin Harbor" one year following the opening of the completed public gateway and park. This data will be submitted to the COUNTY by October 31, 2022, noting this is past the subaward end date. The subrecipient will complete post-construction monitoring at no charge to the federal award.

The SUBRECIPIENT shall maintain RESTORE Act-funded facilities in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life. RESTORE Act-funded facilities and property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. Additional details on the operation and maintenance, use restrictions, and restrictions on conveyance are included in Section W. of the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-specific Terms and Conditions, U.S. Department of the Treasury, December 2018.



**EXHIBIT B  
SUBRECIPIENT REQUIREMENTS**

| <b>Provisions</b> |                                                              | <b>Citation</b>                |
|-------------------|--------------------------------------------------------------|--------------------------------|
| 1.                | Eligible Activity                                            | 34 CFR 34.201                  |
| 2.                | Subrecipient determination                                   | 2 CFR 200.300                  |
| 3.                | Time of Performance                                          | 2 CFR 200.331                  |
| 4.                | Compensation and Method of Payment                           | 2 CFR, Part 225                |
| 5.                | Program Income                                               | 2 CFR 200.80                   |
| 6.                | Record Keeping Requirements                                  | 2 CFR 200.331, .333            |
| 7.                | Reporting Requirements                                       | 2 CFR 200.331                  |
| 8.                | Public Access to Program Records                             | 2 CFR 200.331                  |
| 9.                | Uniform Administrative and Program Management Standards      | 2 CFR, 225;<br>2 CFR, 200      |
| 10.               | Other Program Requirements                                   | 2 CFR 200.331<br>2 CFR 200.207 |
| 11.               | Termination                                                  | 2 CFR 200.331, .338            |
| 12.               | Compliance with Laws/Regulations                             | 2 CFR 200.331                  |
| 13.               | Antidiscrimination/Affirmative Action<br>EEO/Labor Standards | 2 CFR 200.331                  |
| 14.               | Financial Management                                         | 2 CFR 200.331, .333            |
| 15.               | Audits                                                       | 2 CFR, 200                     |
| 16.               | Monitoring and Management                                    | 2 CFR, 200.300-.332            |
| 17.               | Conflict of Interest                                         | 2 CFR, 200.318(c)              |
| 18.               | Procurement Methods                                          | 2 CFR, 200.317-.326            |
| 19.               | Budget                                                       | 2 CFR 200.331                  |
| 20.               | Project Schedule/Milestones                                  | 2 CFR 200.331                  |
| 21.               | Environmental Review                                         | 2 CFR 200.331                  |
| 22.               | Best Available Science                                       | 31 CFR, Part 34                |
| 23.               | Internal Controls                                            | 2 CFR 200.303                  |

**RESTORE Act - SPECIAL AWARD CONDITIONS**

**CAPTAIN ROYAL MELVIN HERITAGE PARK AND PLAZA PROJECT**

**Special Condition 1:** As noticed in the TREASURY award RDCGR180102-01-00, related provisions to the Davis-Bacon Act are applicable for this project as detailed in Section W15 of the RESTORE Act Standard Terms and Conditions. Within 30 days of execution of this subaward, the SUBRECIPIENT shall provide to the COUNTY, satisfactory to the COUNTY, a detailed written procedure to ensure compliance with this Act at each tier of any applicable contract.

**Special Condition 2:** An ASAP Maximum Draw Limit of \$1.00 is in place for this award. The COUNTY may request removal of the maximum draw limit with its written request to TREASURY for permission to commence construction, per Condition 6 of Section W of RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions. This includes submission to the COUNTY and TREASURY, satisfactory to the COUNTY and TREASURY, the items listed in the Commencement of Construction Review checklist provided by TREASURY. The SUBRECIPIENT is encouraged to submit to the COUNTY items on the checklist as soon as they are available to expedite final permission.

**Special Condition 3:** Included with the final payment request, the SUBRECIPIENT shall submit a recorded Covenant of Purpose, Use and Ownership, in the form provided by the COUNTY, on the parcel 00-2S-22-0630-0000-07GI, on which the project has been completed.

**EXHIBIT C**

**PROJECT SCHEDULE**

**CAPTAIN ROYAL MELVIN HERITAGE PARK AND PLAZA PROJECT**

|    | <b>Milestone</b>                | <b>Estimated Completion Timeframe<br/>(award + # of months)</b> |
|----|---------------------------------|-----------------------------------------------------------------|
| 1. | Execution of subaward agreement | 1                                                               |
| 2. | Permitting                      | 3                                                               |
| 3. | Request for bids issued         | 5                                                               |
| 4. | Begin construction              | 7                                                               |
| 5. | Complete construction           | 15                                                              |
| 6. | Park open                       | 16                                                              |
| 7. | Subaward closeout               | 17                                                              |

**EXHIBIT D  
OKALOOSA COUNTY RESTORE PROGRAM  
SEMI-ANNUAL ACTIVITY REPORT**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| <b>Reporting Period (check one):</b> YEAR<br><br><input type="checkbox"/> April 1 – September 30<br><input type="checkbox"/> October 1 – March 31<br><input type="checkbox"/> FINAL April 1 – May 31, 2021                                                                                                                                                                                                                                         | <b>Date Report Submitted:</b><br><br> |
| <b>1. Subrecipient Name:</b> City of Destin, FL                                                                                                                                                                                                                                                                                                                                                                                                    |                                       |
| <b>2. Project Name:</b> Captain Royal Melvin Heritage Park and Plaza Project                                                                                                                                                                                                                                                                                                                                                                       |                                       |
| <b>3. Name of Contact Person:</b> Lance Johnson                                                                                                                                                                                                                                                                                                                                                                                                    |                                       |
| <b>4. Contact Email Address:</b> ljohnson@cityofdestin.com                                                                                                                                                                                                                                                                                                                                                                                         |                                       |
| <b>5. Subrecipient Area Code and Phone Number:</b> 850-837-4242                                                                                                                                                                                                                                                                                                                                                                                    |                                       |
| <b>A. GrantSolutions Performance Narrative format will be provided to the Subrecipient Contact Person when available.</b><br><b>B. GrantSolutions Federal Financial Report format is shown on the next page of this Agreement.</b><br><br><b>Further details are found in the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions December 2018 Section D in Exhibit F of this Agreement.</b> |                                       |

**Performance Measures:**

|    | Measures                                            | Baseline | Target |
|----|-----------------------------------------------------|----------|--------|
| 1. | Opening of post-construction park                   | 0        | 1      |
| 2. | Square feet of public park improvements constructed | 0        | 33,541 |

**Federal Financial Report Cycle – Subaward 2020-R14**

| Reporting Period Start Date | Reporting Period End Date | Reporting Type | Reporting Period Due Date |
|-----------------------------|---------------------------|----------------|---------------------------|
| Date of subaward execution  | 03/31/2020                | Semi-Annual    | 04/15/2020                |
| 04/01/2020                  | 09/30/2020                | Semi-Annual    | 10/15/2020                |
| 10/01/2020                  | 03/31/2021                | Semi-Annual    | 04/15/2020                |
| 04/01/2021                  | 05/31/2021                | Final          | 06/15/2021                |
|                             |                           |                |                           |

# FEDERAL FINANCIAL REPORT

(Subrecipient Report Format)

|                                                                                                                                                                                                                                                                                                       |                                  |                                                                                                                                                  |                                                                                                     |                                                                                                                |                                                |                   |                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|------------------------------------------------|-------------------|------------------|
| <b>1. Federal Agency and Organizational Element to Which Report is Submitted</b><br><br>U.S. Department of the Treasury                                                                                                                                                                               |                                  | <b>2. Federal Grant or Other Identifying Number Assigned by Federal Agency</b><br>(To report multiple grants, use FFR Attachment)<br>RDCGR180102 |                                                                                                     | Page<br><b>1</b>                                                                                               | of<br>1                                        |                   |                  |
| <b>Subrecipient Agreement 2020-R14</b>                                                                                                                                                                                                                                                                |                                  |                                                                                                                                                  |                                                                                                     | pages                                                                                                          |                                                |                   |                  |
| <b>3. Recipient Organization (Name and complete address including Zip code)</b><br><br>Okaloosa County, 302 N Wilson St Ste 302<br>CRESTVIEW, FL 32536-3474                                                                                                                                           |                                  |                                                                                                                                                  |                                                                                                     |                                                                                                                |                                                |                   |                  |
| <b>4a. DUNS Number</b><br><br>613277649                                                                                                                                                                                                                                                               | <b>4b. EIN</b><br><br>59-6000765 | <b>5. Recipient Account Number or Identifying Number</b><br>(To report multiple grants, use FFR Attachment)                                      | <b>6. Report Type</b><br><br><input type="checkbox"/> Semi-Annual<br><input type="checkbox"/> Final | <b>7. Basis of Accounting</b><br><br><input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual |                                                |                   |                  |
| <b>8. Project/Grant Period</b><br>From: (Month, Day, Year)<br>[Date of subaward execution]                                                                                                                                                                                                            |                                  | To: (Month, Day, Year)<br>5/31/2021                                                                                                              |                                                                                                     | <b>9. Reporting Period End Date</b><br>(Month, Day, Year)<br>[Reporting Period End Date]                       |                                                |                   |                  |
| <b>10. Transactions</b>                                                                                                                                                                                                                                                                               |                                  |                                                                                                                                                  |                                                                                                     | Cumulative                                                                                                     |                                                |                   |                  |
| <i>(Use lines a-c for single or multiple grant reporting)</i>                                                                                                                                                                                                                                         |                                  |                                                                                                                                                  |                                                                                                     |                                                                                                                |                                                |                   |                  |
| <b>Federal Cash (To report multiple grants, also use FFR Attachment):</b>                                                                                                                                                                                                                             |                                  |                                                                                                                                                  |                                                                                                     |                                                                                                                |                                                |                   |                  |
| a. Cash Receipts                                                                                                                                                                                                                                                                                      |                                  |                                                                                                                                                  |                                                                                                     | \$0.00                                                                                                         |                                                |                   |                  |
| b. Cash Disbursements                                                                                                                                                                                                                                                                                 |                                  |                                                                                                                                                  |                                                                                                     | \$0.00                                                                                                         |                                                |                   |                  |
| c. Cash on Hand (line a minus b)                                                                                                                                                                                                                                                                      |                                  |                                                                                                                                                  |                                                                                                     | \$0.00                                                                                                         |                                                |                   |                  |
| <i>(Use lines d-o for single grant reporting)</i>                                                                                                                                                                                                                                                     |                                  |                                                                                                                                                  |                                                                                                     |                                                                                                                |                                                |                   |                  |
| <b>Federal Expenditures and Unobligated Balance:</b>                                                                                                                                                                                                                                                  |                                  |                                                                                                                                                  |                                                                                                     |                                                                                                                |                                                |                   |                  |
| d. Total Federal funds authorized                                                                                                                                                                                                                                                                     |                                  |                                                                                                                                                  |                                                                                                     | \$1,216,530.00                                                                                                 |                                                |                   |                  |
| e. Federal share of expenditures                                                                                                                                                                                                                                                                      |                                  |                                                                                                                                                  |                                                                                                     | \$0.00                                                                                                         |                                                |                   |                  |
| f. Federal share of unliquidated obligations                                                                                                                                                                                                                                                          |                                  |                                                                                                                                                  |                                                                                                     | \$0.00                                                                                                         |                                                |                   |                  |
| g. Total Federal share (sum of lines e and f)                                                                                                                                                                                                                                                         |                                  |                                                                                                                                                  |                                                                                                     | \$0.00                                                                                                         |                                                |                   |                  |
| h. Unobligated balance of Federal funds (line d minus g)                                                                                                                                                                                                                                              |                                  |                                                                                                                                                  |                                                                                                     | \$0.00                                                                                                         |                                                |                   |                  |
| <b>Recipient Share:</b>                                                                                                                                                                                                                                                                               |                                  |                                                                                                                                                  |                                                                                                     |                                                                                                                |                                                |                   |                  |
| i. Total recipient share required                                                                                                                                                                                                                                                                     |                                  |                                                                                                                                                  |                                                                                                     | \$0.00                                                                                                         |                                                |                   |                  |
| j. Recipient share of expenditures                                                                                                                                                                                                                                                                    |                                  |                                                                                                                                                  |                                                                                                     | \$0.00                                                                                                         |                                                |                   |                  |
| k. Remaining recipient share to be provided (line i minus j)                                                                                                                                                                                                                                          |                                  |                                                                                                                                                  |                                                                                                     | \$0.00                                                                                                         |                                                |                   |                  |
| <b>Program Income:</b>                                                                                                                                                                                                                                                                                |                                  |                                                                                                                                                  |                                                                                                     |                                                                                                                |                                                |                   |                  |
| l. Total Federal program income earned                                                                                                                                                                                                                                                                |                                  |                                                                                                                                                  |                                                                                                     | \$0.00                                                                                                         |                                                |                   |                  |
| m. Program income expended in accordance with the deduction alternative                                                                                                                                                                                                                               |                                  |                                                                                                                                                  |                                                                                                     | \$0.00                                                                                                         |                                                |                   |                  |
| n. Program income expended in accordance with the addition alternative                                                                                                                                                                                                                                |                                  |                                                                                                                                                  |                                                                                                     | \$0.00                                                                                                         |                                                |                   |                  |
| o. Unexpended program income (line l minus line m or line n)                                                                                                                                                                                                                                          |                                  |                                                                                                                                                  |                                                                                                     | \$0.00                                                                                                         |                                                |                   |                  |
| <b>11. Indirect Expense</b>                                                                                                                                                                                                                                                                           | a. Type                          | b. Rate                                                                                                                                          | c. Period From                                                                                      | Period To                                                                                                      | d. Base                                        | e. Amount Charged | f. Federal Share |
|                                                                                                                                                                                                                                                                                                       |                                  | 100                                                                                                                                              |                                                                                                     |                                                                                                                | \$0.00                                         | \$0.00            | \$0.00           |
|                                                                                                                                                                                                                                                                                                       |                                  |                                                                                                                                                  |                                                                                                     | g. Totals:                                                                                                     | \$0.00                                         | \$0.00            | \$0.00           |
| <b>12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:</b>                                                                                                                                           |                                  |                                                                                                                                                  |                                                                                                     |                                                                                                                |                                                |                   |                  |
| <b>13. Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)</b> |                                  |                                                                                                                                                  |                                                                                                     |                                                                                                                |                                                |                   |                  |
| a. Typed or Printed Name and Title of Authorized Certifying Official                                                                                                                                                                                                                                  |                                  |                                                                                                                                                  |                                                                                                     |                                                                                                                | c. Telephone (Area code, number and extension) |                   |                  |
| b. Signature of Authorized Certifying Official                                                                                                                                                                                                                                                        |                                  |                                                                                                                                                  |                                                                                                     |                                                                                                                | d. Email address                               |                   |                  |
| e. Date Report Submitted (Month, Day, Year)                                                                                                                                                                                                                                                           |                                  |                                                                                                                                                  |                                                                                                     |                                                                                                                | <b>14. Agency use only:</b>                    |                   |                  |

OMB Approval Number: 4040-0014  
Expiration Date: 1/31/2019

## EXHIBIT E

### PROJECT BUDGET AND FUNDING SOURCES

#### CAPTAIN ROYAL MELVIN HERITAGE PARK AND PLAZA PROJECT

##### BUDGET NARRATIVE

Okaloosa County will execute a \$1,250,000.00 subaward with Destin, including the full amount of Direct Component funds, \$1,216,530.00, and \$33,470.00 in Destin funding, for the creation of Captain Royal Melvin Heritage Park and Plaza. The subrecipient budget includes \$1,250,000.00 under the "Construction" line item, including \$66,000.00 in project inspection fees, \$634,000.00 in site work, \$110,000.00 in demolition and removal, and \$440,000.00 in construction.

Destin previously completed initial designs for the park (designs dated March 2019). Destin anticipates awarding two contracts, one for engineering and inspection and a second for construction of park improvements. The final project cost is dependent on contractor bids received.

##### BUDGET DETAIL

| Object Class         | RESTORE Act<br>CFDA 21.015 | City of<br>Destin | Total           |
|----------------------|----------------------------|-------------------|-----------------|
| Contractual Services |                            |                   |                 |
| Construction         | \$ 1,216,530.00            | \$ 33,470.00      | \$ 1,250,000.00 |

**Exhibit F**

**See attached Federal Grant Agreement**

**CAPTAIN ROYAL MELVIN HERITAGE PARK AND PLAZA PROJECT**

**1 RDCGR180102-01-00  
(50 PAGES)**

|                                                                                                                                        |  |                                                                                                                                                     |  |
|----------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1. DATE ISSUED MM/DD/YYYY<br>11/26/2019                                                                                                |  | 1a. SUPERSEDES AWARD NOTICE dated<br>except that any additions or restrictions previously imposed<br>remain in effect unless specifically rescinded |  |
| 2. CFDA NO.<br>21.015 - Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States |  |                                                                                                                                                     |  |
| 3. ASSISTANCE TYPE Formula Grant                                                                                                       |  |                                                                                                                                                     |  |
| 4. GRANT NO. 1 RDCGR180102-01-00<br>Formerly                                                                                           |  | 5. TYPE OF AWARD<br>Other                                                                                                                           |  |
| 4a. FAIN RDCGR180102                                                                                                                   |  | 5a. ACTION TYPE New                                                                                                                                 |  |
| 6. PROJECT PERIOD MM/DD/YYYY<br>From 12/01/2019                                                                                        |  | Through 11/30/2021                                                                                                                                  |  |
| 7. BUDGET PERIOD MM/DD/YYYY<br>From 12/01/2019                                                                                         |  | Through 11/30/2021                                                                                                                                  |  |
| 8. TITLE OF PROJECT (OR PROGRAM)<br>Captain Royal Melvin Heritage Park and Plaza                                                       |  |                                                                                                                                                     |  |

**U.S. DEPARTMENT OF THE TREASURY**  
**Office of the Fiscal Assistant Secretary**  
**Office of Gulf Coast Restoration**

1500 Pennsylvania Ave., N.W.  
Washington, DC 20220-0001

**NOTICE OF AWARD**

AUTHORIZATION (Legislation/Regulations)  
Resources and Ecosystems Sustainability, Tourist Opportunities, and  
Revived Economies of the Gulf Coast States

|                                                                                                                                     |                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| 9a. GRANTEE NAME AND ADDRESS<br>OKALOOSA, COUNTY OF<br>302 N Wilson St Ste 302<br>Crestview, FL 32536-3474                          | 9b. GRANTEE PROJECT DIRECTOR<br>Ms. Jane Evans<br>1250 N Eglin Pkwy Ste 102<br>Shalimar, FL 32579-1296<br>Phone: 8506517521         |
| 10a. GRANTEE AUTHORIZING OFFICIAL<br>John Hofstad<br>221 HOSPITAL DR NORTH<br>FORT WALTON BEACH, FL 32548-5066<br>Phone: 8506517515 | 10b. FEDERAL PROJECT OFFICER<br>Mr. John Stutts<br>1500 Pennsylvania Ave., N.W.<br>Washington, DC 20220-0001<br>Phone: 202-622-0239 |

**ALL AMOUNTS ARE SHOWN IN USD**

|                                                                                              |  |                                                                                                                                                                                                                                                                                                   |                    |
|----------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 11. APPROVED BUDGET (Excludes Direct Assistance)                                             |  | 12. AWARD COMPUTATION                                                                                                                                                                                                                                                                             |                    |
| I Financial Assistance from the Federal Awarding Agency Only                                 |  | a. Amount of Federal Financial Assistance (from item 11m) 1,216,530.00                                                                                                                                                                                                                            |                    |
| II Total project costs including grant funds and all other financial participation <b>II</b> |  | b. Less Unobligated Balance From Prior Budget Periods 0.00                                                                                                                                                                                                                                        |                    |
| a. Salaries and Wages 0.00                                                                   |  | c. Less Cumulative Prior Award(s) This Budget Period 0.00                                                                                                                                                                                                                                         |                    |
| b. Fringe Benefits 0.00                                                                      |  | d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 1,216,530.00                                                                                                                                                                                                                                        |                    |
| c. Total Personnel Costs 0.00                                                                |  | 13. Total Federal Funds Awarded to Date for Project Period 1,216,530.00                                                                                                                                                                                                                           |                    |
| d. Equipment 0.00                                                                            |  | 14. RECOMMENDED FUTURE SUPPORT<br>(Subject to the availability of funds and satisfactory progress of the project):                                                                                                                                                                                |                    |
| e. Supplies 0.00                                                                             |  | YEAR                                                                                                                                                                                                                                                                                              | TOTAL DIRECT COSTS |
| f. Travel 0.00                                                                               |  | a. 2                                                                                                                                                                                                                                                                                              | d. 5               |
| g. Construction 0.00                                                                         |  | b. 3                                                                                                                                                                                                                                                                                              | e. 6               |
| h. Other 0.00                                                                                |  | c. 4                                                                                                                                                                                                                                                                                              | f. 7               |
| i. Contractual 1,250,000.00                                                                  |  | 15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:                                                                                                                                                                                                                |                    |
| j. TOTAL DIRECT COSTS 1,250,000.00                                                           |  | a. DEDUCTION<br>b. ADDITIONAL COSTS<br>c. MATCHING<br>d. OTHER RESEARCH (Add / Deduct Option)<br>e. OTHER (See REMARKS)                                                                                                                                                                           |                    |
| k. INDIRECT COSTS 0.00                                                                       |  | <b>b</b>                                                                                                                                                                                                                                                                                          |                    |
| l. TOTAL APPROVED BUDGET 1,250,000.00                                                        |  | 16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:                                                     |                    |
| m. Federal Share 1,216,530.00                                                                |  | a. The grant program legislation<br>b. The grant program regulations.<br>c. This award notice including terms and conditions, if any, noted below under REMARKS.<br>d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.                      |                    |
| n. Non-Federal Share 33,470.00                                                               |  | In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system. |                    |

**REMARKS** (Other Terms and Conditions Attached - ☒ Yes ☐ No)

This award is approved by Gregory J. Till, Authorizing Official. Accepting this award in Grantsolutions.gov constitutes acceptance of this award and the Standard Terms and Conditions and Programmatic Terms and Conditions and Special Award Conditions. Award funds will be available to the awardee in an ASAP.gov account.

Note: Davis-Bacon Act-related provisions are applicable for this project as detailed in Section W15 of the RESTORE Act Standard Terms and Conditions.

**AUTHORIZING OFFICIAL:**

John Hofstad, County Administrator

|                     |                          |                     |                     |                    |
|---------------------|--------------------------|---------------------|---------------------|--------------------|
| 17.OBJ CLASS 410005 | 18a. VENDOR CODE 1236776 | 18b. EIN 596000765  | 19. DUNS 613277649  | 20. CONG. DIST. 01 |
| FY-ACCOUNT NO.      | DOCUMENT NO.             | ADMINISTRATIVE CODE | AMT ACTION FIN ASST | APPROPRIATION      |
| 21. a. Direct       | b. RDCGR180102           | c. RDC              | d. \$1,216,530.00   | e.                 |
| 22. a.              | b.                       | c.                  | d.                  | e.                 |
| 23. a.              | b.                       | c.                  | d.                  | e.                 |



## NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2

DATE ISSUED

11/26/2019

GRANT NO. 1 RDCGR180102-01-00

**RESTORE Act - SPECIAL AWARD CONDITIONS**

1. **Special Condition 1:** An ASAP Maximum Draw Limit of \$1.00 is in place for this award. Okaloosa County may request removal of the maximum draw limit with its written request to Treasury for permission to commence construction, per Condition 6 of Section W of RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions.

**RESTORE Act - FUNDING AUTHORIZATION**

1.

| Total Amount of Federal Funds Awarded to Date for Project Period<br><br><i>Line 13 of NoA/Amendment</i> | Amount of Funding Restrictions | Amount of Financial Assistance This Action<br><br><i>Line 12d of NoA/Amendment</i> | Amount Authorized for ASAP Account<br><br>this Action | Notes                                                                                                   |
|---------------------------------------------------------------------------------------------------------|--------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| \$1,216,530.00                                                                                          | \$0.00                         | \$1,216,530.00                                                                     | \$1,216,530.00                                        | Initial Authorization, with Special Award Conditions and an ASAP Maximum Draw Limit of \$1.00 per SAC 1 |

## AWARD ATTACHMENTS

Okaloosa County

1 RDCGR180102-01-00

---

1. Approved Scope of Work

2. Standard and Program Specific Terms and Conditions - December 2018

## **APPROVED SCOPE OF WORK**

The Approved Scope of Work includes all information provided with the grant application. The attached documents, taken from the grant application, provide a summary of the scope of work approved with this grant award.

## **OKALOOSA COUNTY CAPTAIN ROYAL MELVIN HERITAGE PARK AND PLAZA**

### **PROJECT DESCRIPTION**

Okaloosa County requests funds for the creation of a public park, Captain Royal Melvin Heritage Park and Plaza, including the construction of infrastructure improvements at the park, in Destin, Florida as described in project design plans submitted with the application (Royal Melvin Park, March 2019).

Okaloosa County's subrecipient for the project will be the City of Destin (Destin). Destin will contract out the construction of the park improvements, including a harbor/wildlife observation platform, resource center, educational signage, kayak/canoe lift, terraced walkway, plaza, picnic/sitting area, drinking fountain, restrooms, trash bins, bike racks, and underground utilities. The final project cost is dependent on contractor bids received. The park will be constructed on a 0.77-acre parcel, identified by the Okaloosa County Property Appraiser as Parcel Number 00-2S-22-0630-0000-07G1, owned by Destin. Okaloosa County included with its application a December 21, 2006 Warranty Deed from The Trust for Public Land to Destin to document parcel ownership. Project deliverables include completed construction of identified improvements and submission of post-construction monitoring data. The subrecipient will complete post-construction monitoring at no charge to the federal award.

#### **Milestones:**

|    | <b>Milestone</b>                | <b>Estimated Completion Timeframe<br/>(award + # of months)</b> |
|----|---------------------------------|-----------------------------------------------------------------|
| 1. | Execution of subaward agreement | 1                                                               |
| 2. | Permitting                      | 3                                                               |
| 3. | Request for bids issued         | 5                                                               |
| 4. | Begin construction              | 7                                                               |
| 5. | Complete construction           | 15                                                              |
| 6. | Park open                       | 16                                                              |
| 7. | Subaward closeout               | 17                                                              |
| 8. | Project closeout                | 18                                                              |

#### **Performance Measures:**

|    | <b>Measures</b>                                     | <b>Baseline</b> | <b>Target</b> |
|----|-----------------------------------------------------|-----------------|---------------|
| 1. | Opening of post-construction park                   | 0               | 1             |
| 2. | Square feet of public park improvements constructed | 0               | 33,541        |

Okaloosa County will execute a \$1,250,000.00 subaward with Destin, including the full amount of Direct Component funds, \$1,216,530.00, and \$33,470.00 in Destin funding, for the creation of Captain Royal Melvin Heritage Park and Plaza. The subrecipient budget includes \$1,250,000.00

under the "Construction" line item, including \$66,000.00 in project inspection fees, \$634,000.00 in site work, \$110,000.00 in demolition and removal, and \$440,000.00 in construction.

Destin previously completed initial designs for the park (designs dated March 2019). Destin anticipates awarding two contracts, one for engineering and inspection and a second for construction of park improvements. The final project cost is dependent on contractor bids received.

**RESTORE ACT**  
**FINANCIAL ASSISTANCE STANDARD TERMS**  
**AND CONDITIONS AND PROGRAM-SPECIFIC**  
**TERMS AND CONDITIONS**

**U.S. Department of the Treasury**

**December 2018**



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# RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

## PREFACE

The grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury ("Treasury");
2. The RESTORE Act Financial Assistance Standard Terms and Conditions ("Standard Terms and Conditions");
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions ("Program-Specific Terms and Conditions");
4. The approved application, including all documents, certifications, and assurances that are part of the approved application;
5. The approved scope of work;
6. The approved budget; and,
7. Any special terms and conditions applied by Treasury to the award ("Special Award Conditions").

The recipient must comply, and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with all federal statutes, federal regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award ("Award"), as applicable, in addition to the certifications and assurances required at the time of application. This Award is subject to the laws and regulations of the United States.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, federal regulations, applicable notices published in the Federal Register, EOs, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. Special Award Conditions may amend or take precedence over Standard Terms and Conditions and Program-Specific Terms and Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB's Uniform Guidance for Grants and Cooperative Agreements (2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012)), Treasury's RESTORE Act regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), codified at 31 C.F.R. Part 34)), and/or 2 C.F.R. Part 200.



**A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT**

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions in this Section A:

**1. Administrative Costs**

- a. Administrative costs are defined at 31 C.F.R. § 34.2.
- b. Under no circumstances may the recipient use more than three percent of the Award funds received for administrative costs. Administrative costs do not include indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414. Costs borne by subrecipients do not count toward the three percent cap.
- c. Up to 100 percent of program income may be used to pay for allowable administrative costs, subject to the three percent cap.

**2. Oil Spill Liability Trust Fund**

The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

**3. Remedies for Noncompliance**

- a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for activities, projects, or programs until the recipient has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.
- b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

**B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM**

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions in this Section B:

**1. Allowable Costs**

In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

- a. Construction, including the alteration, repair, or rehabilitation of existing structures. Facilities costs are allowable as indirect costs in a federally approved negotiated indirect cost rate.
- b. Acquisition of land or interests in land.

**2. Notifications**

- a. If the selection of a Center or Centers of Excellence occurs after the start date of this Award, the recipient must promptly inform Treasury of the following:
  - i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;
  - ii. The DUNS Number of the entity;
  - iii. Location of the entity;
  - iv. Discipline or disciplines assigned to the Center of Excellence;
  - v. Description of the actual public input process undertaken, including a summary of any comments received and a description of how they were addressed; and
  - vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.
- b. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence, or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.

**3. Performance Reports**

In addition to the reporting requirements in Section D, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council ("Council"), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the consortium members. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

**STANDARD TERMS AND CONDITIONS**

**AWARDS UNDER THE DIRECT COMPONENT AND THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM**

**C FINANCIAL REQUIREMENTS**

**1. Applicable Regulations**

This Award is subject to the following federal regulations and requirements. This list is not exclusive:

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements.
- b. Treasury's RESTORE Act regulations, 31 C.F.R. Part 34.
- c. Governmentwide Debarment and Suspension, 31 C.F.R. Part 19.
- d. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- e. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- f. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170.
- g. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175.

**2. Scope of Work**

The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

**3. Period of Performance: Pre-award Costs**

The recipient must use funds obligated and disbursed under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs incurred prior to the effective date of this Award, which are allowable only if:

- a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;
- b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and
- c. These costs would have been allowable if incurred after the date of the award.

**4. Indirect Costs**

- a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, subpart E (*Cost Principles*).

- b. Indirect costs charged must be consistent with an accepted de minimis rate or the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.19) and must be included in the recipient's budget.
- c. Unallowable direct costs are not recoverable as indirect costs.
- d. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:
  - i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,
  - ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

5. **Cost Sharing and Budget Limitations**

- a. The recipient is not required to contribute any matching funds.
- b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

6. **Program Income**

Any program income (defined at 2 C.F.R. § 200.80) generated by the recipient or the subrecipient during the period of performance of the award or subrecipient agreement, as applicable, must be included in the approved budget and be used for the purposes of the Award and under the conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e. solely to accomplish the approved scope of work.

7. **Incurring Costs or Obligating Federal Funds Beyond the Expiration Date**

The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs which are authorized for a period up to 90 days following the end of the period of performance are those strictly associated with close-out activities. Close-out activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 90-day closeout period.

8. **Tax Refunds**

Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

9. Subawards

- a. If the recipient is permitted to make subawards under this award, the recipient must execute a legally binding written agreement with the subrecipient which includes a budget by federal object class categories or fixed amount (2 CFR 200.332) if approved by Treasury. This agreement must incorporate all the terms and conditions of this Award, including any Special Award Conditions, and must include the information at 2 C.F.R. § 200.331. The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200.
- b. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, federal regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.331(b).
- c. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and to ensure that performance goals are achieved.
- d. The recipient must provide training and technical assistance to the subrecipient as necessary.
- e. The recipient must, if necessary, take appropriate enforcement actions against non-compliant subrecipients.
- f. If lower tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower tier subawards through a legally binding written agreement, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.
- g. The recipient must maintain written standards of conduct governing the performance of its employees involved in executing this Award and administration of subawards.
  - i. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward.
  - ii. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients.
  - iii. A recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward.
  - iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

## **D RECIPIENT REPORTING AND AUDIT REQUIREMENTS**

### **1. Financial Reports**

- a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 90 days after the end of the period of performance.
- b. In the remarks section of each SF-425 submitted, the recipient must describe by federal budget class category the use of all funds received by the recipient and subrecipient (if applicable).
- c. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.
- d. The recipient must submit all financial reports via <http://www.GrantSolutions.gov>, unless otherwise specified by Treasury in writing.

### **2. Performance Reports**

- a. The recipient must submit an SF-PPR ("Performance Progress Report"), a "RESTORE Act Status of Performance Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated "RESTORE Act Milestones Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 90 days following the end of the period of performance.
- b. The recipient must submit all performance reports in (a) above, via <http://www.GrantSolutions.gov>, unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:
  - i. SF-PPR: In the "performance narrative" attachment (section B of the SF-PPR), the recipient must provide the following information:
    - a) In Section B-1:
      - 1) Summarize activities undertaken during the reporting period by the recipient and any subrecipients (if applicable);
      - 2) Summarize any key accomplishments, including milestones completed for the reporting period;
      - 3) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and
      - 4) If the recipient or any subrecipient is authorized to make



subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.

b) In Section B-2:

- 1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and
- 2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget. If the scope of work is not on schedule, the recipient should propose a revised schedule and update its milestone report.

c) In Section B-3:

Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.

e) In Section B-5:

- 1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period.
- 2) For subawards, indicate whether the subrecipient(s) submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and
- 3) For awards where Davis-Bacon Act provisions are applicable, indicate whether the recipient and/or subrecipient(s) received and reviewed certified weekly payroll records and/or whether the recipient or subrecipient(s) conducted labor interviews.
- 4) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

- ii. "RESTORE Act Status of Performance Report": Instructions are provided on the report form.
- iii. "RESTORE Act Milestones Report": Instructions are provided on the report form.

3. **Interim Reporting on Significant Developments per 2 C.F.R. § 200.328(d)**

- a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions

become known:

- i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
  - ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- b. The recipient must:
- i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act component, including the Comprehensive Plan Component and Spill Impact Component.
  - ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds.
  - iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award, and include the name and DUNS number for the subrecipient or contractor, and the total amount of the contract or subaward.

#### 4. **Audit Requirements**

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.

#### 5. **Operational Self-Assessment**

The recipient must submit a revised *Operational Self-Assessment* form no later than June 30th of each calendar year for the duration of this Award. Only one *Operational Self-Assessment* must be submitted per recipient per year. In completing the form, the recipient must note controls or activities that have changed from its previous submission. The recipient must submit the *Operational Self-Assessment* electronically to [restoreact@treasury.gov](mailto:restoreact@treasury.gov), unless otherwise specified in writing by Treasury. The form may be downloaded at [Direct Component OSA](#) or [Centers of Excellence OSA](#).

### **E FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS**

1. Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state's own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients' financial management systems must be sufficient to:
  - a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;



- b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.
  - c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act.
  - d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the awarding agency (Treasury), and the program's CFDA title and CFDA number (21.015).
  - e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.
  - f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.
2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*) and the terms and conditions of this Award.
  3. The recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report the instance of noncompliance to Treasury and the Treasury Inspector General, followed by submitting a proposed mitigation plan to Treasury.
  4. The recipient must take reasonable measures to safeguard protected personally identifiable information (PII) consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

## **F RECORDS RETENTION REQUIREMENTS**

1. The recipient must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

- a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;
  - b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;
  - c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients;
  - d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;
  - e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and
  - f. Any reports, publications, and data sets from any research conducted under this Award.
- 2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.
  - 3. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.333.
  - 4. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.333.

## **G THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE**

### **1. Access to Records**

- a. Treasury, the Treasury Office of Inspector General, and the Government Accountability Office have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.
- b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent

to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).

If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the contractor make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section F above).

**2. Access to the Recipient's Sites.**

The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

**H AWARD DISBURSEMENT**

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section E) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3) Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's RESTORE Act regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the appropriate remedy is to require payment on a reimbursement basis.
2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.
3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.
4. Treasury will use the Department of Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.
5. Requirements applicable to recipients that are states: Payment methods of state

agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers," and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.

6. Requirements applicable to recipients that are not states: The recipient must minimize the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.
7. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).
8. The recipient must maintain advances of federal funds in interest bearing accounts, unless one of the following conditions applies:
  - a. The recipient receives less than \$120,000 in federal awards per year;
  - b. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances; or
  - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
9. On an annual basis, the recipient must remit interest earned on federal advance payments deposited in interest-bearing accounts to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to \$500 per year may be retained by the recipient and used for administrative costs.

## **I EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL**

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

## **J NOTIFICATIONS AND PRIOR APPROVALS**

### **1. Notifications**

In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever any of the following is anticipated or occurs:

- a. A vacancy or change to key personnel listed in the application.
- b. Any termination of a subaward prior to the expiration of the agreement with the subrecipient.
- c. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.

## 2. Prior Approvals

- a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:
  - i. A change in the scope or the objective of the activity, project, or program (even if there is no associated budget revision requiring prior written approval);
  - ii. A need to extend the period of performance;
  - iii. A need for additional federal funds to complete the activity, project, or program;
  - iv. The transfer of funds among direct cost categories or programs, functions, and activities if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.88) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;
  - v. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award.;
  - vi. Any transfer between the non-construction and construction activities; and
  - vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award.
- b. If requesting a no-cost extension to this Award, the request must be made no less than 30 days prior to the end of the period of performance for this Award. Any extension of the period of performance requires prior written approval from Treasury.

## K PROPERTY

### 1. General Requirements

- a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through § 200.316 for real property, equipment, supplies, and intangible property. The recipient must also comply with the RESTORE Act requirements concerning the acquisition of land and interests in land at 31 C.F.R. § 34.803.
- b. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.



## 2. Supplies and Equipment

- a. Requirements that are applicable to recipients that are states:
  - i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and procedures.
  - ii. Supplies: If the recipient has a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.
- b. Requirements that are applicable to recipients that are not states:
  - i. Equipment and Supplies: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than \$5,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed *SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than \$5,000 per unit or a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

## L AMENDMENTS AND CLOSEOUT

### 1. Amendments

- a. The terms of this Award may be amended with the written approval of the recipient and Treasury.
- b. Treasury reserves the right to amend the terms of this Award if required by federal law or regulation.
- c. Amendments must be requested in writing, and must include an explanation for the reason this Award should be amended.

### 2. Closeout

- a. Treasury will close out this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.
- b. Within 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report. In the remarks section of the final SF-425 report, the recipient

must describe by federal budget class category the final use of all funds received by the recipient and subrecipient (if applicable).

- c. The recipient must liquidate all obligations incurred under this Award not later than 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension.
- d. The recipient must promptly refund any balances of unobligated cash that Treasury paid.
- e. Following receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.
- f. The closeout of this Award does not affect any of the following:
  - i. The right of Treasury to disallow costs and recover funds on the basis of a later audit or other review;
  - ii. The obligation of the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;
  - iii. The recipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

## **M REMEDIES FOR NONCOMPLIANCE**

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):
  - a. Impose additional Special Award Conditions such as:
    - i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests,
    - ii. Requiring additional reporting or more frequent submission of the SF-425, SF-PPR, or RESTORE Act Status of Performance Report,
    - iii. Requiring additional activity, project, or program monitoring,
    - iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance, and/or
    - v. Establishing additional actions that require prior approval;
  - b. Temporarily withhold payments pending correction of the noncompliance;
  - c. Disallow from funding from this Award all or part of the cost of the activity or action not in compliance;
  - d. Wholly or partly suspend or terminate this Award;
  - e. Withhold additional Awards; and/or
  - f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180.

Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient

will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.

2. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to Treasury, and Treasury will issue a final determination.
3. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.
4. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.339. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.339. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.
5. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. Part 180.
6. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

## **N DEBTS**

### **1. Payment of Debts Owed the Federal Government**

- a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
- c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at [https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr\\_home.htm](https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm). The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.
- d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year



or such other higher rate as authorized by law.

- e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
- f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

## **2. Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs**

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

# **O NON-DISCRIMINATION REQUIREMENTS**

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

## **1. Statutory Provisions**

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
- e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- f. Any other applicable non-discrimination law(s).

## **2. Regulatory Provisions**

- a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or

activities receiving federal financial assistance;

- b. Treasury Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

### **3. Other Provisions**

- a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).
- b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

### **4. Title VII Exemption for Religious Organizations**

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

### **5. Protections for Whistleblowers**

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

- a. A Member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement

- agency;
- f. A court or grand jury; and/or
- g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

**P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS AND VENDORS**

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed \$25,000) or its principals, does not appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov>.
2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
3. The recipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

**Q DRUG FREE WORKPLACE**

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

**R LOBBYING RESTRICTIONS**

**1. Lobbying Restrictions**

- a. Solely for the purposes of Section R of these Standard Terms and Conditions, "recipient" is used as defined at 31 C.F.R. § 21.105(0). Solely for the purposes of Section R of these Standard Terms and Conditions, "award recipient" refers to the recipient of this RESTORE Act award from Treasury.
- b. All recipients must comply with the provisions of 31 U.S.C. § 1352, as amended, and with regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

## **2. Certification**

- a. Each person who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.
- b. The certification shall be filed pursuant to 31 C.F.R. § 21.100(a) and (b).
- c. Any subrecipient, at any tier, who receives a subaward exceeding \$100,000 under this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make, any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.
- d. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding \$100,000 under this award, shall file with the tier above them a certifications, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.
- e. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation if forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.

## **3. Disclosure of Lobbying Activities**

- a. The award recipient of this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with Treasury disclosure form SF-LLL, set forth in Appendix B of 31 CF.R. Part 21, if that award recipient is paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant.
- b. Every recipient of a subaward under this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.
- c. Every recipient of a contract or subcontract under this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee

of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

- d. Every SF-LLL disclosure form filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required disclosure, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352,
- e. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which "materially affect" the accuracy of information already reported include:
  - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
  - ii. A change in the persons(s) influencing or attempting to influence; and/or
  - iii. A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,
- f. The award recipient must submit its form SF-LLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.
- g. The award recipient must include a statement in all subaward, contracts and subcontracts exceeding \$100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,
- h. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient with 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

## **S PROCUREMENT**

1. The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the



quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.
3. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will notify the recipient in writing of the final determination.
4. Requirements applicable to recipients and subrecipients that are states: When executing procurement actions under this Award, the recipient must follow the same policies and procedures it uses for procurements from its non-federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*, as well as any other provisions required by law or regulations.
5. Requirements applicable to recipients and subrecipients that are not states: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, and 200.324. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*.
6. Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms, 2 C.F.R. § 200.321. Recipients and subrecipients that are not states must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
  - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
  - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,
  - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) through (e) of this paragraph.

## **T RESEARCH INVOLVING HUMAN SUBJECTS**

1. No research involving human subjects is permitted under this Award unless expressly authorized by a special award condition, or otherwise in writing by Treasury.
2. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
3. The recipient and subrecipient, as appropriate, must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:
  - a. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;
  - b. Documentation to support an exemption for the project;
  - c. Documentation to support deferral for an exemption or IRB review; or
  - d. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.
4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by Treasury.

## **U ENVIRONMENTAL REQUIREMENTS**

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738
4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)

10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)
13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
20. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
21. Flood Management, EO 11988, as amended by EO 13690, and Protection of Wetland, EO11990, May 24, 1977, as amended by EO 12608
22. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
23. Coral Reef Protection, EO 13089
24. Invasive Species, EP 13112

## V MISCELLANEOUS REQUIREMENTS AND PROVISIONS

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

### 1. Prohibition Against Assignment by the Recipient

Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

### 2. Disclaimer Provisions

- a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.
- b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.



3. **Prohibited and Criminal Activities**

- a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).
- b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.
- c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.
- d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs
- e. Copeland "Anti-Kickback" Act, as amended (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. **Political Activities**

The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. **American-Made Equipment and Products**

The recipient is hereby notified that it is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Award.

6. **Increasing Seat Belt Use in the United States**

Pursuant to EO 13043, the recipient should encourage its employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

7. **Minority Serving Institutions (MSIs) Initiative**

Pursuant to EOs 13555 and 13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at <http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html>.

8. **Research Misconduct**

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

9. **Care and Use of Live Vertebrate Animals**

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

10. **The Trafficking Victims Protection Act of 2000, as amended. (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, as defined in 2 C.F.R. §175.25(d), without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity*

1. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;
  - ii. Procure a commercial sex act during the period of time that this Award is in effect; or

- iii. Use forced labor in the performance of this Award or subawards under this Award.
- 2. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —
  - i. Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or
  - ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
    - A. Associated with performance under this Award; or
    - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 31 C.F.R. Part 19.
- b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—
  - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or
  - 2. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
    - i. Associated with performance under this Award; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 31 C.F.R. Part 19.
- c. *Provisions applicable to any recipient.*
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this Section V.10.
  - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this Section V.10:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Award.
  - 3. You must include the requirements of paragraph a.1 of this Section V.10 in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
  - 1. “Employee” means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or

- ii. Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
  - i. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
  - ii. Includes:
    - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
    - B. A for-profit organization
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

**11. The Federal Funding Accountability and Transparency Act of 2006, as amended, (Pub. L. No. 109-282, 31 U.S.C. § 6101 note)**

- a. The award term at Appendix A of 2 C.F.R. Part 170 is hereby incorporated by reference.
- b. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on federal awards to be made available to the public via a single, searchable website. This information is available at [www.USASpending.gov](http://www.USASpending.gov). The FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (*i.e.*, prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime grant awardees will report against sub-grants awarded. The subaward information entered in FSRS will then be displayed at <http://www.USASpending.gov>.
- c. Recipients of RESTORE Act funding are subject to FFATA subaward reporting requirements as outlined in the OMB guidance on FFATA issued August 27, 2010. The recipient is required to file a FFATA subaward report by the end of the month following the month in which the recipient makes any subaward greater than or equal to \$25,000. This includes any action that brings the cumulative total award to \$25,000 or more. This report must be filed electronically at <http://www.fsr.gov>.
- d. The recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, by the end of the month following the month in which this Award is made, and annually thereafter if—
  - i. The total federal funding authorized to date under this Award is \$25,000 or more; and

- ii. In the preceding fiscal year, the recipient received—
  - 1) 80 percent or more of annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. § 170.320 (and subawards); and
  - 2) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. 170.320 (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- e. The recipient must report on the total compensation of its subrecipients' five most highly compensated executives, as required by FFATA, and must include provisions in every executed contract or agreement with affected subrecipients requiring the subrecipient to provide all information necessary for the recipient to report on subrecipient executive compensation. The recipient must report on subrecipient executive compensation by the end of the month following the month during which the recipient makes the subaward.
- f. The recipient must keep its information current in SAM (System for Award Management, which is the successor to the Central Contractor Registry, (CCR)) at least until submission of the final SF-425 or receipt of the final Award payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information. SAM is the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).
- g. If the recipient is authorized to make subawards under this Award, the recipient must notify potential subrecipients that the recipient may not make a subaward to any entity unless that entity has provided its Data Universal Numbering System (DUNS) number to the recipient. A DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.

**12. Recipient Integrity and Performance Matters (80 FR 43301, July 22, 2015) Reporting of Matters Related to Recipient Integrity and Performance**

**a. *General Reporting Requirement***

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the accuracy of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph b. of



this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

b. *Proceedings About Which The Recipient Must Report*

The recipient must submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five year period; and
- iii. Is one of the following:
  - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph e. of this award term and condition;
  - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - 3) An administrative proceeding, as defined in paragraph e. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - 4) Any other criminal, civil, or administrative proceeding if:
    - a) It could have led to an outcome described in paragraph b.iii. 1), 2), or 3) of this award term and condition;
    - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph b of this award term and condition. The recipient does not need to submit the information a second time under assistance awards that the recipient received if they already provided the information through SAM because they were required to do so under Federal procurement contracts that they were awarded.

d. *Reporting Frequency*

During any period of time when the recipient is subject to the requirement in paragraph 1 of this award term and condition, the recipient must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that they have not reported previously or affirm that there is new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. *Definitions*

For purposes of this award term and condition:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
  - 1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
  - 2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

13. **Publications and Signage**

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals) or signage produced with funds from this Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language: "This project was paid for [in part] with federal funding from the Department of the Treasury under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury."

14. **Homeland Security Presidential Directive 12**

If the performance of this Award requires the recipient's personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors", FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this Section V.14. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in the section below. The recipient must insert the following term in all subawards

and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

- a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.
- b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:
  - i. When no longer needed for subaward or contract performance;
  - ii. Upon completion of the subrecipient or contractor employee's employment; or
  - iii. Upon subaward or contract completion or termination.

#### 15. **Foreign Travel**

- a. The recipient and subrecipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.
- b. The recipient and subrecipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131–301-10.143.
- c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.
- d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website <http://www.gsa.gov/portal/content/103191>. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website <http://www.state.gov/e/eeb/tra/>.
- e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from the Treasury. When requesting such approval, the recipient must provide a justification in



accordance with guidance provided by 41 C.F.R. § 301–10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

**16. Export Control**

- a. This clause applies to the extent that this Award involves access to export-controlled items.
- b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.
- c. Definitions:
  - i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.
  - ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.
- d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.
- e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.
- f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.

- g. Compliance with this Section V.15 will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120–130), including releases of such items to foreign nationals.
- h. The recipient shall include this clause, including this paragraph (i), in all lower tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

## **SUPPLEMENTAL STANDARD TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT FOR ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY**

### **W ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY**

#### **1. Compliance with State, Local and Federal Requirements**

The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or other critical event.

#### **2. Title**

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way and easements necessary for the completion of the project.

#### **3. Permitting Requirements**

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project.

#### **4. Federal Interest in Real Property**

"Federal interest" refers to real property that is acquired or improved, in whole or in part, with RESTORE Act Direct Component funds, which must be held in trust by the Recipient for the benefit of the project for the Estimated Useful Life of the project, during which period Treasury retains an undivided equitable reversionary interest in the real property (i.e., the "federal interest").

#### **5. Estimated Useful Life**

Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury, during which Treasury

anticipates obtaining the benefits of the project pursuant to project purposes authorized by the RESTORE Act. For this award the recipient has proposed an Estimated Useful Life from the date of construction completion. Treasury's issuance of the grant agreement represents its concurrence with the recipient's proposed Estimated Useful Life.

The recipient's obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest") in the property improved, in whole or in part, with the Treasury investment.

If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

**6. Commencement of Construction**

The recipient should not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and all necessary permits have been obtained, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury's written permission. If the recipient commences construction prior to Treasury's determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

**7. Use of Real Property**

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as the federal government retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311.

**8. Recording the Federal Interest in the Real Property**

To document the federal interest, the recipient agrees to prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant), or, where a subrecipient is the title owner, to ensure that the subrecipient prepares and properly records a "Covenant of Purpose, Use and Ownership" (Covenant) on the property acquired or improved with federal assistance funds. See 2 C.F.R. § 200.316. This Covenant does not establish a

traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates an interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

- a. The Covenant must be satisfactory in form and substance to Treasury, must include the name and current address of the recipient and subrecipient (if applicable), the grant award number, amount and date of award and subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act; that it will not be mortgaged or used as collateral, sold or otherwise transferred to another party, without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer of the property to another party or any other action the recipient/subrecipient takes without the written permission of Treasury.
- b. The recipient agrees to provide to Treasury an attorney's title opinion as to the title owner of the property, and to properly record, in accordance with applicable law, the Covenant in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.
- c. Treasury requires an opinion of counsel for the recipient to substantiate that the document has been properly recorded.
- d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.
- e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.
- f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished and the federal government has no further interest in the real property.

Exclusions from the requirement that the federal interest on real property be recorded will be at Treasury's sole discretion. The types of projects for which Treasury may agree to this exclusion are those projects for which federal funds will not be used to fund the construction of built structures, improvements to state parks, water and sewer lateral line projects affecting private properties, and shoreline stabilization projects.

9. **Administration, Operation and Maintenance**

The recipient agrees to administer, operate, and maintain the project for its Estimated

Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force.

"Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient's reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

- a. Strikes or work stoppage;
- b. Floods, earthquakes, or other natural disasters; terrorist acts; and
- c. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

#### 10. **Reporting Requirement**

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status Report* form annually for the first three years after real property acquisition or completion of construction, and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. All reports must be for the period ending December 31, or any portion thereof, beginning with the year of completion of construction or real property acquisition, and are due no later than 30 days following the end of the reporting period.

#### 11. **Insurance**

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

#### 12. **Bonding**

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. For all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.



- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

### 13. Floodplain Requirements

In accordance with 44 C.F.R. Part 9, prior to Treasury's authorization to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury's satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury's authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

- a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.
- b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

### 14. Goals for Women and Minorities in Construction

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The recipient must comply with these regulations and must obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

- a. The goal for participation of women in each trade area must be as follows:  
From April 1, 1981, until further notice: 6.9 percent;
- b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,
- c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the "Standard Federal Equal

Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

15. **Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)**

Davis-Bacon Act-related provisions are applicable for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C § 1292; or for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, all prime construction contracts in excess of \$2,000 awarded by the non-Federal entity must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and §§ 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition contracts must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to Treasury. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation or which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to Treasury.

16. **Equal Opportunity Clause**

Pursuant to 41 C.F.R. § 60-1.4(b), Federally assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, [t]he [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

***41 C.F.R. § 60-1.4 Equal opportunity clause.***

*During the performance of this contract, the contractor agrees as follows:*

*(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:*

*Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*

*(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.*

*(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.*

*(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*

*(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*

*(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*

*(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*

*(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The*



*contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:*

*Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.*

*The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.*

*The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.*

*The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.*

#### **17. Revised ADA Standards for Accessible Design for Construction Awards**

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

**CITY OF DESTIN, FLORIDA**

**REQUEST FOR PROPOSALS  
RFP NO. 20-01-REC**

**CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA  
CONSTRUCTION PROJECT**



City of Destin, Florida  
January 7, 2020

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

**REQUEST FOR PROPOSALS**  
**RFP NO. 20-01-REC**  
**CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA**  
**CONSTRUCTION PROJECT**

**CITY OF DESTIN, FLORIDA**

The City of Destin will receive sealed competitive proposals for construction of Capt. Royal Melvin Heritage Park and Plaza. The park will be constructed on a 0.77-acre parcel, located in the City of Destin at 206 Harbor Blvd.

As outlined in the project design plans, improvements will include a harbor/wildlife observation platform, resource center, educational signage, kayak/canoe lift, terraced walkway, plaza, picnic/sitting area, drinking fountain, restrooms, trash bins, bike racks, and underground utilities.

Project plans and specifications, and submittal requirements can be obtained from the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541. Proposal submissions must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **“RFP NO. 20-01-REC, CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA CONSTRUCTION PROJECT”**, **along with the name, return address and telephone number of the submitter**, no later than **2:00 p.m. CST**, on **February 6, 2020** at which time they will be opened. The City reserves the right to reject any and all submittals or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Lance A. Johnson  
City Manager

**REQUEST FOR PROPOSALS**  
**RFP NO. 20-01-REC**  
**CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA**  
**CONSTRUCTION PROJECT**

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**REQUEST FOR PROPOSALS**  
**RFP NO. 20-01-REC**  
**CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA**  
**CONSTRUCTION PROJECT**

**1.0 INTRODUCTION**

The City of Destin is issuing a Request for Proposals (RFP) to secure proposals from qualified contractors for the construction of the Capt. Royal Melvin Heritage Park and Plaza. The new park will be constructed on a 0.77-acre parcel, located in the City of Destin at 206 Harbor Blvd. This project is funded through a subrecipient grant award with Okaloosa County and is subject to all procurement provisions for RESTORE Act Direct Component and standards set forth in 2 CFR 200.318 – 200.326.

It is the responsive bidder's responsibility to read and understand the requirements of this request for proposal. Responsive bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this proposal.

Before submitting a proposal, each responsive bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidder deems necessary to determine its proposal.

Responsive bidder will examine all documents included in this Request for Proposal (RFP) carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistently, or error herein.

Any interpretation or correction will be issued as an Addendum by the City. Only a written interpretation or correction by Addendum shall be binding. Responsive bidders are cautioned against relying up on any interpretation or correction given by any other method.

The submission of a proposal shall not be deemed an agreement between the responsive bidder and the City. The proposal is a contractual offer by the responsive bidder to perform services in accordance with the proposal. The City shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.

**2.0 INSTRUCTION TO RESPONDENTS**

- A. The City of Destin will accept RFP responses until **February 6, 2020 at 2:00 P.M. (CST)** at City Clerk's Office located at City Hall, 4200 Indian Trail Bayou Destin FL. 32541, to provide the City with Qualified Respondents for **RFP 20-01-REC, Capt. Royal Melvin Heritage Park and Plaza.**
- B. Any responses received after the above stated time and date will NOT be considered. It shall be the sole responsibility of the responsive bidder to have their RFP submittal **delivered to City Clerk's Office** for receipt on or before the above stated time and date. RFP responses which arrive after the above stated deadline as a result of delay by

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the mail service shall not be considered, and arrangements shall be made for their return at the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFP and prior to the award being made.

- C. All RFP's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **February 6, 2020 no later than 2:00 P.M. (CST)**. All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located in City Hall, 4200 Indian Bayou Trail Destin, FL 32541.
- D. Respondents may request information regarding the RFP in writing from City Clerk Rey Bailey, [clerk@cityofdestin.com](mailto:clerk@cityofdestin.com). Such a request shall be received in writing at least five (5) days prior to the submittal deadline.
- E. If any addendum(s) are issued to this Request for Proposal, the City will attempt to notify all prospective respondents. It shall be the responsibility of each respondent, prior to submitting the RFP response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFP response.
- F. **One (1) original, so designated, nine (9) copies (total of ten (10) submissions), and one (1) digital copy** of the RFP responses shall be submitted in a sealed package clearly marked on the outside "RFP 20-01-REC, Capt. Royal Melvin Heritage Park and Plaza Construction Project" and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.
- G. Complete and submit **Responsive Bidder Qualification Statement**, form herein as an attachment. Clearly indicate the legal name, address and telephone number of the responsive bidder. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFP. Responsive bidders must note their Federal I.D. number on their RFP submittal.
- H. Submissions shall be portrait orientation, "8 1/2 X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages.
- I. All expenses for making RFP submittals to the city are to be borne by the responsive bidder.
- J. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City Council for approval. Responsive bidders may be required to provide a presentation at a City Council meeting.
- K. The Bid Committee shall consist of City of Destin staff members.
- L. Each responsive bidder, by submission of an RFP submission, acknowledges that in the event of any legal action challenging the award of the RFP; damages, if any, shall be limited to the actual cost of the preparation of the RFP.

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**CONSTRUCTION PROJECT**

M.

| <b>PROCUREMENT SCHEDULE</b>                 |                   |
|---------------------------------------------|-------------------|
| <b>Tasks</b>                                | <b>Date</b>       |
| RFP Issued                                  | January 7, 2020   |
| Last Day for Questions to be Submitted      | January 30, 2020  |
| Due Date/Bid Opening                        | February 6, 2020  |
| Tentative Date - Bid Committee Evaluation   | February 18, 2020 |
| Tentative Date – City Council Presentations | March 2, 2020     |
| Tentative Date- Notice of Award             | March 9, 2020     |
| Tentative Date -Execution of Contract       | March 16, 2020    |
| Tentative Date- Notice to Proceed           | March 30, 2020    |

### **3.0 SCOPE OF WORK**

The Capt. Royal Melvin Heritage Park and Plaza project consists of construction of a new park including a harbor/wildlife observation platform, resource center, terraced walkway, plaza, picnic/sitting area, restrooms, underground utilities, educational signage, kayak/canoe lift, drinking fountain, trash bins, and bike racks.

Details of the proposed work are provided in the engineering drawings and specifications, (see technical attachments including all addendums) All work shall be completed as shown in the construction documents and in accordance with applicable federal, state, and local codes and regulations.

The construction costs of the project include project inspection fees and monitoring reports, site work, demolition and removal, and construction is estimated to be approximately \$1,250,000.00. Contractor is responsible for obtaining all necessary governmental agency permits. All permitting costs are to be included in the base offer including permit related signage. The award shall be a firm fixed price not to exceed \$1,250,000.00 (including contingency).

#### **3.1 Project Schedule**

Final Completion Deadline is March 30, 2021. Contractor shall reach substantial completion for all work thirty (30) days prior to final completion. The time stated for completion shall include final cleanup of the premises. Extensions of contract time for delays caused by the effects of inclement weather are justified only when rain or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

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- The Contractor being unable to work at least 50% of the normal workday on predetermined controlling work items; or
- The Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.

| <b>ESTIMATED PROJECT SCHEDULE</b> |                   |
|-----------------------------------|-------------------|
| <b>Tasks</b>                      | <b>Date</b>       |
| Permitting                        | April 1, 2020     |
| Begin Construction                | June 1, 2020      |
| Substantial completion date       | February 28, 2021 |
| Complete Construction             | March 30, 2021    |

#### **4.0 PROJECT CONTRACTOR REQUIREMENTS**

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

##### **4.1 License Requirements**

Provide all applicable contractor licenses: include license name, license numbers and contact information. Contractor must be Florida Certified or Okaloosa Registered and provide a license of qualifier. Must also register in the City of Destin

<https://www.cityofdestin.com/DocumentCenter/View/12259/Contractor-Packet>

##### **4.2 Insurance Requirements**

- a. Respondents shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of \$1,000,000 for combined single limit and Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors.
- b. Respondent shall produce proof of insurance in the types and amounts required by the City, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The City shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the City. All coverage shall be with carriers admitted doing business in the State of Florida. Carriers shall be A rated (or better) by A M Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

##### **4.3 Bonding Requirements**

- a. Performance and Payment Bond - The bidder to whom the Contract is awarded



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shall furnish to the Owner, without extra compensation, and shall maintain in effect throughout the life of the Contract, and for the duration of the period described in the bond, acceptable Performance and Payment bonds in sums at least equal to 100% of the full amount of the Contract, conditioned to indemnify and save harmless the City from and against any loss, damage, or expense ensuing from failure on the part of the Contractor to faithfully and properly perform the Contract or to promptly pay all its subcontractors, suppliers, materialmen or laborers for work completed on the Project.

- b. The required forms for the performance and payment bonds are included in these Instructions. If within ten (10) calendar days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the contract and to furnish the required performance and payment bonds properly signed by the bidder and the surety or sureties satisfactorily to the owner, the bidder shall be deemed to be in default and the owner will retain the Bid Bond Security as liquidated damages, but not as a penalty. The owner reserves the option to accept the bid of any of the other bidder within ten (10) calendar days from default, in which case such acceptance shall have the same effect on such bidder as though he were the original, successful bidder.

**4.4 Permitting Requirements**

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

- a. City of Destin General Permit (for site improvements per Development Order)
- b. City of Destin Building Permit (for Restroom/Resource structure)
- c. Any and all applicable and/or required federal, state, and local permits

**4.5 Codes and Standards**

All project work shall be done in accordance with all applicable Federal, State and local codes and standards which include, but not limited to Davis-Bacon Act (40 U.S.C. 3142), State Building Codes, City Codes and Ordinances, Approved Development Order and Manufacturers Recommendations.

**5.0 PROJECT CONSTRUCTION CONSIDERATIONS**

Project implementation for this scope of work under this RFP includes all labor, materials, equipment and services required for construction including any permitting, compliance with all federal, state and local codes and construction of the project. All new construction shall be completed as indicated in the construction documents. All work shall meet City standards and be performed to the satisfaction of the City Engineer or his designee. All materials and equipment shall be subject to inspection by the City prior to incorporation into the final work.

**5.1 Scope of Work will include**

- a. Construction of a new park with terraced walkway, plaza, picnic/sitting area, harbor/wildlife observation platform with restrooms/resource center underneath,

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underground utilities, educational signage, kayak/canoe lift, drinking fountain, trash bins, and bike racks.

- b. Pervious concrete paving for plaza area, harbor/wildlife observation platform, sidewalks
- c. Underground utilities to harbor/wildlife observation platform, restrooms, and resource center.

**5.2 Site Preparation**

- a. Clearing and Grubbing: All clearing, and grubbing shall be completed to limits shown in the construction documents and in accordance with applicable local, State and Federal ordinances/regulations.
- b. Erosion Control: Erosion control devices shall be installed as shown in the construction documents. The contractor shall maintain all devices throughout the life of the contract.
- c. Tree Protection: Those trees identified to remain at the completion of the project will be protected with orange construction fencing (or equivalent) throughout the duration of the project. The tree protection area is defined as a ring of fencing with a radius of 1' for every 1" of trunk diameter measured at 4.5' above ground level. Those hardscaped items to be removed during the demolition phase will have the tree protection added immediately after removal. Exceptions to this rule must be approved by the Project Manager in writing.
- d. Public Infrastructure and Accesses: Contractor will be responsible for any damages to publicly owned infrastructure to include sidewalks, curb and gutter, storm sewer inlets/grates, manholes, pipes, etc. Repair or replacement of these items will adhere to FDOT, City of Destin and/or Destin Water Users standards as applicable.
- e. Access Control: Contractor will provide for 6' temporary chain-link fencing and gates with opaque screening to be placed around the perimeter of the site for the purpose of limiting access to only employees of the Contractor, subcontractors, City Employees/inspectors, utility personnel, etc. Any gates will be secured with padlocks to which the City will be given six (6) keys. Screening will be green mesh (or equivalent) and will extend from the bottom of the fencing to the top.
- f. Contractor will limit times of activity to 6am to 6pm Monday through Sunday. No construction activity shall take place on federally recognized Holidays. City of Destin reserves the right to direct the contractor as to specific days when work will be allowed.

**5.3 Schedule for Delivery of Materials**

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

**5.4 Waste Disposal**

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

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

All site utilities shall be installed as indicated in the construction documents and shall comply with all applicable local, State and Federal codes and regulations in terms of material quality and workmanship. The contractor shall obtain all required permits prior to starting work.

**5.6 Material Data**

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

**5.7 Construction Administration & Management**

- A. Identify a Construction/ Quality Assurance Supervisor
  1. Providing their name(s), qualifications including a minimum of five (5) years of experience on similar scope and magnitude projects.
- B. Construction/Quality Assurance Supervisor to provide construction coordination and is responsible for communicating with City of Destin project manager, other contractors; provides directives to sub-contractors and attends scheduled construction meetings on site, and review of all project billing.
  1. If named individual is replaced during construction period, replacement will require approval of same or greater credentials and experience level initially proposed prior to replacements' start of work.
  2. Named individual is to provide input to reports and meeting minutes with City of Destin, and other contractors.
  3. Responsible for quality control of project and addressing areas that may affect the quality of the project's final product and identify inspection procedures to ensure poor quality issues do not occur.
  4. Construction and Quality Assurance Supervisor shall be responsible for overall project construction quality control, inspection/field condition reports, weekly progress reports, project photographs, project schedule coordination, inspection scheduling, and schedule and attend biweekly construction progress meetings with City and other designees

**5.8 Warranty Submittal Requirements**

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the

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Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the Owner.

- B. The City reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.
- C. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty.
- D. The City shall incur no labor or equipment cost during the guarantee period.
- E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

**5.9 Project Close- Out**

Any documents prepared by the construction team for this project are for the City of Destin's use. City of Destin shall have sole ownership of such documents to include to include making reproducible copies for its use and information in connection with follow-up contracts for design services, further planning, construction, or for permitting uses.

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

- 1. Completion of the punch list;
- 2. Acceptance and occupancy of the project;
- 3. Submission and approval of final invoice;
- 4. Submission of all product warranties and operating manuals;
- 5. Successful Final Completion inspection by the City of Destin
- 6. Provide accurate construction As-Built drawings representing final installation. Provide surveyed As-Built drawings for underground utilities. Provide As-Built information to City of Destin Engineer for review and approval prior to final approval.
- 7. Receipt of two (2) copies detailed, as-built drawings, and an electronic copy on flash drive of as-built drawings stamped by contractor as "As-Built".
- 8. Provide at close of project, all Operations and Maintenance Manuals that
  - a. include all information and warranties. Provide two (2) copies and an electronic copy in PDF format, on same flash drive.
- 9. Provide written warranties covering quality of labor and installation of all
  - a. products/materials.
- 10. All final project submittals are required to be on flash drive format. Documents can be submitted as PDF files.

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**6.0 EVALUATION OF RESPONSES**

**6.1 Selection Process**

- A. Bid Committee will review each written submission for compliance with the requirements of the RFP, including verifying that each response includes all documents required.
- B. Bid Committee members will review, analyze, compare, individually score and rank all responses based on the requirements of the RFP, information submitted and, but not limited to, qualifications and price.
- C. Bid Committee will conduct a public meeting chaired by the City Manager's designee to discuss the individual scores, summarize the scores in a ranking matrix to be forwarded to the City Council. Upon request, responsive bidder may be required to provide a presentation at a City Council meeting.
- D. After a ranking of firms has been approved by the City Council, it is the intent of the City of Destin, in accordance with the RFP documents, to award a contract based on the proposal that meets the project requirements, meets the required schedule, and will produce the highest quality product for the price. A copy of the respondent's proposal and the RFP including scope of work will be incorporated and become a part of the contract.

**6.2 Criteria for Determining Lowest, Best Responsive and Responsible Bidder**

Criteria is listed numerically by their relative order of importance.

| <b>EVALUATION CRITERIA</b>                 | <b>POINTS</b> |
|--------------------------------------------|---------------|
| Price Proposal                             | 30            |
| Qualifications/Experience/Past Performance | 20            |
| Project Approach                           | 20            |
| Past Performance                           | 20            |
| <b>TOTAL</b>                               | <b>100</b>    |

**1. Price Proposal**

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

**2. Qualifications and Experience**

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

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project team clearly shown?

- c) Do financial qualifications clearly demonstrate financial stability of the company?

**3. Project Approach and Performance Differentiators**

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

**4. Past Performance**

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

**7.0 PRICE PROPOSAL REQUIREMENTS**

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

- A. Any and all fees shall be included in the cost proposal.
- B. Identify any other work required to complete the project not outlined in engineered plans or this RFP.
- C. Provide breakdown of primary construction costs, i.e., mobilization, demolition, materials, etc.
  - 1. Identify separately all fees associated with any permitting, survey that will be the responsibility of the contractor to administer.
  - 2. Provide product information for all materials used including manufacturer warranties.
  - 3. Provide construction workmanship warranty information.

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4. Provided detailed, specific project approach, describing the means and methods of accomplishing the work including:
    - a. Address protection of the site's existing features, i.e., trees, etc.
    - b. Include description of equipment used, material storage, and any demolition proposed that is outside the requirements specified in the project plans.
  5. Meetings with City of Destin project manager as needed to provide and receive information including weekly progress meetings and any other meetings required to successfully complete this project, including pre-construction meetings, if awarded.
- D. Provide a proposed schedule for construction, including receiving materials, permitting, mobilization, demolition, construction, and demobilization.
- E. Provide assurance of contractor's ability to meeting the deadline of the project.
- F. Price Proposal should include name of contractor, address, phone, email and fax numbers, solicitation number and point of contact.

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

**8.0 SUBMITTAL REQUIREMENTS**

**A. No Contact Clause**

All prospective responsive bidders are hereby instructed to not contact any member of the Destin City Council, City Manager, or City of Destin staff member other than the authorized city contact person identified below, regarding this solicitation or the responsive bidder's submittal package. In order to ensure a fair, competitive, and open process, once a project is advertised all communications between interested responsive bidder and the City must be directed to:

City Clerk Rey Bailey  
City of Destin  
4200 Indian Bayou Trail  
Destin, Florida 32541  
850-837-4242  
[clerk@cityofdestin.com](mailto:clerk@cityofdestin.com)

Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

**Any such contact to anyone but the Clerk may be cause for rejection of your submittal.**

**B. Inquiries**

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFB. The City will respond to written, e-mailed or faxed; inquiries received at least five (5) working days prior to the RFB due date. The last day for inquiries is **January 30, 2020 at 2:00 p.m. (CT)**. Questions or requests for Bid documents, plans and specifications regarding this RFB may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 [rbailey@cityofdestin.com](mailto:rbailey@cityofdestin.com)

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**C. Addenda**

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

**D. Conflict of Interest Disclosure**

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all responsive bidders must disclose with the RFP submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all responsive bidder must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

**E. Drug-Free Workplace Program**

Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more proposals, which are equal in respect to quality and service, are received and rated by the City. Responsive bidders intending to demonstrate a Drug-Free Workplace Program shall provide certification form with the RFB submittal.

**F. Public Entity Crime Form**

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

**G. Submittal Preparation**

Submittals should be prepared in the following order:

1. **Submittal Coversheet:** provide a submittal cover sheet that includes project number, project name, bid opening date and responsive bidder contact information.
2. **Table of Contents:** provide Table of Contents to aid the evaluation of the qualifications
3. **Responsive Bidder Qualification Statement,** Attachment No. 1
4. **Transmittal Letter:** provide a signed letter of transmittal briefly stating the responsive bidder's understanding of the work to be done, the commitment to perform the work, and a statement why the contract believes it to be best qualified to perform the project.
5. **Contractor Qualifications Statement:** provide statement demonstrating responsive bidder's qualifications, competence, and capacity for the construction of project within the requirements of this solicitation.



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6. **Price Proposal:** provide as outlined in section 7.0 Price Proposal Requirements.
7. **Completed Public Entity Crime Form**, Attachment No. 2
8. **Completed Drug Free Workplace Certification Form**, Attachment No.3
9. **Completed Bid Bond Form**, Attachment No. 4
10. **Proof of Insurance:** provide proof of insurance meeting minimum insurance requirements as outlined in section 4.2 Insurance Requirements.
11. **Proof of licensing and certifications:** provide proof of licensing and certifications meeting minimum requirements as outlined in section 4.3 License Requirements.
12. **Addendums** (if applicable)

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

**H. Sealed Submittal Packages**

All proposals to be considered must be in the possession of the Destin City Clerk no later than **2:00 p.m. CT, on Thursday, February 6, 2020**. Submittals may be mailed or delivered to the Office of the City Clerk at the address below and shall be submitted in a sealed envelope clearly marked **“RFB NO. 19-18-REC, CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA CONSTRUCTION PROJECT”** and note the time and date of the opening. Regardless of method of delivery, each responsive bidder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Proposals offered or received after the time set for the Bid Opening will be rejected and returned unopened to the submitter.

**Mailing and Hand Delivery Address:**

City Clerk Rey Bailey  
City of Destin  
4200 Indian Bayou Trail  
Destin, Florida 32541  
850-837-4242  
[clerk@cityofdestin.com](mailto:clerk@cityofdestin.com)  
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

**I. Bid Opening**

Proposals are presently scheduled to be opened publicly and read aloud at **2:00 p.m. CT, on February 6, 2020** in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida.

**J. Reservation of Rights**

The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to re-advertise, to accept the proposal or award multiple proposals or take any other actions deemed by the City to be in the City's best interest.

**K. Public Records**

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

The successful responsive bidder shall:

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

**RFP NO. 19-18-REC  
ATTACHMENT NO. 1  
RESPONSIVE BIDDER QUALIFICATION STATEMENT**

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

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

Check One

|                         |             |                          |
|-------------------------|-------------|--------------------------|
| Submitted By:           | Corporation | <input type="checkbox"/> |
| Name: _____             | Partnership | <input type="checkbox"/> |
| Address: _____          | Individual  | <input type="checkbox"/> |
| City, State, Zip: _____ | Other       | <input type="checkbox"/> |
| Telephone No.: _____    |             |                          |
| Fax No.: _____          |             |                          |

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

The correct name of the responsive bidder is:

\_\_\_\_\_

The address of the principal place of business is:

\_\_\_\_\_

\_\_\_\_\_

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

- a. Date of Incorporation: \_\_\_\_\_
- b. State of Incorporation: \_\_\_\_\_
- c. President's name: \_\_\_\_\_
- d. Vice President's name: \_\_\_\_\_
- e. Secretary's name: \_\_\_\_\_

f. Treasurer's name: \_\_\_\_\_

g. Name and address of Resident Agent: \_\_\_\_\_

3. If responsive bidder is an individual or a partnership, answer the following:

a. Date of organization: \_\_\_\_\_

b. Name, address and ownership units of all partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. State whether general or limited partnership: \_\_\_\_\_

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

\_\_\_\_\_

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

\_\_\_\_\_

Under what other former names has your organization operated?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

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

**Revenue Index Number**

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

15. Bank References:

| Bank | Address | Telephone |
|------|---------|-----------|
|      |         |           |
|      |         |           |
|      |         |           |
|      |         |           |

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

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

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18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

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19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

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

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

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Signature)

My Commission Expires: \_\_\_\_\_

END OF SECTION



**RFP NO. 19-18-REC**  
**ATTACHMENT NO. 2**  
**PUBLIC ENTITY CRIMES STATEMENT**

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract \_\_\_\_\_

2. This sworn statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_

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

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

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person.

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

\_\_\_\_\_  
(Signature) Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

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

My Commission expires:

\_\_\_\_\_  
Notary Public

END OF SECTION

**RFP NO. 19-18-REC**  
**ATTACHMENT NO. 3**  
**DRUG-FREE WORKPLACE CERTIFICATION**

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME (TYPED OR PRINTED): \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF SECTION

**RFP NO. 19-18-REC**  
**ATTACHMENT NO. 4**  
**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as \_\_\_\_\_ Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of, (five percent (5%) of the Contract Bid) \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFP 20-01-REC, CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA CONSTRUCTION PROJECT**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
  - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
  - 2.2 All bids are rejected by Owner, or
  - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Surety (Print Full Name):

\_\_\_\_\_

\_\_\_\_\_  
(Seal) Surety's Name and Corporate Seal

By:\_\_\_\_\_ (L.S.) By: \_\_\_\_\_

Signature (attach power of attorney)

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Attest: \_\_\_\_\_

Signature and Title

Attest: \_\_\_\_\_

Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

**RFP NO. 19-18-REC  
ATTACHMENT NO. 4**

**CITY OF DESTIN, FLORIDA**

**CONTRACT  
CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA CONSTRUCTION PROJECT**

On \_\_\_\_\_, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of P \_\_\_\_\_, herein referred to as the **Contractor**, for **RFP 20-01-REC CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA CONSTRUCTION PROJECT** in Scope of Work and the Contractor's bid submittal included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

Terms and conditions of contract for RFP 20-01-REC CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA CONSTRUCTION PROJECT

1. Entire Agreement:

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

2. Intent of Contract:

This Contract is for the construction of a park as outlined in RFP 20-01-REC CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA CONSTRUCTION PROJECT. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A"

3. Commencement and Accomplishment of Contract and Time Extensions:

Permitting is mandatory. No work shall be performed by the Contractor prior to the Commencement Date established within the Notice to Proceed. Contractor shall provide notice as may be required within the technical specifications and permits, attached hereto and made a part hereof, to all regulatory agencies or parties having jurisdiction or interest in this contract. Contractor shall diligently pursue the completion of the Work and shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the Work under the Contract.

Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of the Contractor, and not due to its fault or neglect, including but not restricted to acts of nature or the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the City in writing within forty-eight (48) hours after the commencement of such delay, stating the causes thereof or be deemed to have waived any right which Contractor may have to request a time extension.

4. Time for Performance:

The Contractor agrees to schedule and complete all authorized Work for the satisfactory approval and

acceptance by the City not later than \_\_\_\_\_. City and Contractor recognize that since time is of the essence for this Contract, the City will suffer financial loss if the Work is not completed and approved within the time specified.

Time is of the essence in the performance of the Work under the Contract. Contractor shall commence the Work no later than 2 days from receipt of Notice to Proceed.

5. Compensation:

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

In no instance shall the City pay more than ninety-percent (90%) of the total contract sum until its acceptance of the Work. In the event the City agrees to progress payments on the contract, Contractor shall be entitled to not more than two payment applications per month utilizing the payment application form attached as Exhibit "B." An executed and notarized copy of the Release and Affidavit attached as Exhibit "C" shall be supplied prior to release of each progress and the final payment.

6. Changes in the Work:

City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. No addition or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order. No officer, employee or agent of the City is authorized to direct any extra or changed Work orally. A change order, in the form attached as Exhibit "D" shall be issued and executed promptly after an agreement is reached between the Contractor and City concerning any requested changes as detailed by the itemized estimate. Contractor shall promptly perform changes authorized by duly executed change orders.

7. Bonds:

Reserved

8. Insurance:

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

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

policies.

9. Indemnification:

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

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

10. Licensing:

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

11. Cancellation:

City reserves the right to cancel this Contract prior to issuance of Notice to Proceed.

12. Performance of Work/Responsibilities:

The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A," which includes the following exhibits, attached in their entirety and as completely as if incorporated herein:

13. Final Payment:

The Contractor shall as an explicit condition precedent for final payment, furnish the City with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit "C," as well as a duly executed copy of the Surety's Consent to Final Payment and such other documentation that may be required by the Contract or the City.

14. Termination for Default:

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



required or comply with the other requirements of the Contract.

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

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

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

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

15. Termination for Convenience:

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

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

16. Disclosure:

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

17. Miscellaneous:

#### 17.1 Governing Law

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

#### 17.2 Severability

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

#### 17.3 Sovereign Immunity

Nothing in this Agreement is intended to nor shall be construed to waive the CITY's rights and immunities under the Florida Constitution, Common law, or Florida Statutes §768.28, as amended from time to time..

#### 17.4 Construction

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

#### 17.5 Jury Trial Waiver

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

#### 17.6 Attorney's Fees

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

#### 17.7 Notices

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

#### 17.8 Public records

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

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

As to the City:

City Manager/Lance A. Johnson  
City of Destin  
4200 Indian Bayou Trail  
Destin, Florida 32541

As to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF DESTIN

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

ATTEST:

\_\_\_\_\_  
Rey Bailey  
City Clerk

SEAL

CONTRACTOR:

By: \_\_\_\_\_  
\_\_\_\_\_  
President

\_\_\_\_\_  
Witness  
  
\_\_\_\_\_

Witness

SAMPLE

**EXHIBIT “A”**

**BID SUBMITTAL**

SAMPLE

**EXHIBIT "B"**

APPLICATION AND CERTIFICATE FOR PAYMENT FORM  
SECTION 00844

Application No. \_\_\_\_\_ Progress \_\_\_\_\_ Final \_\_\_\_\_

Engineer's Project No.: \_\_\_\_\_

Project: **City of Destin, Florida**

**RFP 20-01-REC CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA CONSTRUCTION PROJECT**

Contractor: \_\_\_\_\_ Contract Date: \_\_\_\_\_

Contract for: \_\_\_\_\_

Application Date: \_\_\_\_\_ For Period Ending \_\_\_\_\_

| Change Order Summary                                        |               |           |            |
|-------------------------------------------------------------|---------------|-----------|------------|
| Change Orders approved in previous months by OWNER<br>TOTAL |               | ADDITIONS | DEDUCTIONS |
| Approved this month                                         |               |           |            |
| Number                                                      | Date Approved |           |            |
|                                                             |               |           |            |
|                                                             |               |           |            |
| TOTALS                                                      |               |           |            |
| Net Change by Change Orders                                 |               |           |            |

- |    |                                                                           |          |
|----|---------------------------------------------------------------------------|----------|
| 1. | ORIGINAL CONTRACT SUM                                                     | \$ _____ |
| 2. | Net Change by Change Order                                                | \$ _____ |
| 3. | CONTRACT SUM TO DATE (Line 1 and 2)                                       | \$ _____ |
| 4. | TOTAL COMPLETED AND STORED TO DATE                                        | \$ _____ |
| 5. | RETAINAGE: (Column I & N, Forms 00845 and 00846)                          |          |
|    | a. _____% of Completed Work                                               | \$ _____ |
|    | b. _____% of Stored Material                                              | \$ _____ |
|    | Total Retainage (Line 5a and 5b)                                          | \$ _____ |
| 6. | TOTAL EARNED LESS RETAINAGE<br>(Line 4 less Line 5 Total)                 | \$ _____ |
| 7. | LESS PREVIOUS CERTIFICATES FOR PAYMENT<br>(Line 6 from prior Certificate) | \$ _____ |
| 8. | AMOUNT DUE THIS APPLICATION                                               | \$ _____ |
| 9. | BALANCE TO FINISH, PLUS RETAINAGE<br>(Line 3 less Line 6)                 | \$ _____ |

Contractor's Certification

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of Work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_\_\_ inclusive; and (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interest and encumbrances; (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

COUNTY OF \_\_\_\_\_  
STATE OF \_\_\_\_\_

Before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared \_\_\_\_\_, known to me, who being duly sworn, deposes and says that (s)he is the \_\_\_\_\_ of the Contractor above mentioned; that(s) he executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Owner's Approval

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

Acct. No. \_\_\_\_\_ Date: \_\_\_\_\_

END OF SECTION

**EXHIBIT "C"**  
**RELEASE AND AFFIDAVIT**

COUNTY OF \_\_\_\_\_)  
STATE OF FLORIDA)

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$ \_\_\_\_\_ paid, \_\_\_\_\_ ("CONTRACTOR") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the CITY OF DESTIN, ("CITY") relating in any way to the performance of the Contract between CONTRACTOR and CITY dated \_\_\_\_\_, 20\_\_\_\_, for the period through \_\_\_\_\_ for the OLD PASS LAGOON CHANNEL DREDGING ON NORREIGO POINT.

(2) CONTRACTOR certifies for itself and its subcontractors, material, men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which CITY might be sued or for which a lien or a demand against any payment bond might be filed, have been satisfied and paid.

(3) CONTRACTOR agrees to indemnify, defend and save harmless CITY from all demands or suits, actions, claims of liens or other charges filed or asserted against the CITY arising out of the performance by CONTRACTOR of the WORK covered by this Release and Affidavit.



(4) This Release and Affidavit is given in connection with CONTRACTOR'S (monthly/final)

Application for Payment No. \_\_\_\_\_.

CONTRACTOR:

[Corporate Seal]

By: \_\_\_\_\_

Date: \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of

20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_  
of \_\_\_\_\_

\_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the  
corporation.

He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did  
(did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

**EXHIBIT "D"**

**CHANGE ORDER FORM**  
**SECTION 00843**

Project: **City of Destin, Florida**

**RFP 20-01-REC CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA CONSTRUCTION PROJECT**

CHANGE ORDER NO. \_\_\_\_\_

DATE OF ISSUANCE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

ENGINEER: \_\_\_\_\_

OWNER'S CONTRACT NO.: \_\_\_\_\_

The following changes are hereby made to the Contract Documents:

| CHANGE IN CONTRACT PRICE:                                                    | CHANGE IN CONTRACT TIMES:                                                                                                              |
|------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| Original Contract Price<br><br>\$ _____                                      | Original Contract Times<br><br>Substantial Completion: _____<br>Ready for final payment: _____<br>days or dates                        |
| Net changes from previous Change Orders No. ____ to No. ____<br><br>\$ _____ | Net change from previous Change Orders No. ____ to No. ____<br><br>_____<br>days                                                       |
| Contract Price prior to this Change Order<br><br>\$ _____                    | Contract Times prior to this Change Order<br><br>Substantial Completion: _____<br>Ready for final payment: _____<br>days or dates      |
| Net Increase (decrease) of this Change Order<br><br>\$ _____                 | Net Increase (decrease) of this Change Order<br><br>_____<br>days                                                                      |
| Contract Price with all approved Change Orders<br><br>\$ _____               | Contract Times with all approved Change Orders<br><br>Substantial Completion: _____<br>Ready for final payment: _____<br>days or dates |

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CHANGES ORDERED:

- I. GENERAL This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

Change Order No. \_\_\_\_\_

- II. REQUIRED CHANGES: \_\_\_\_\_

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- III. JUSTIFICATION: \_\_\_\_\_

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- IV. PAYMENT: \_\_\_\_\_

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V. APPROVAL AND CHANGE AUTHORIZATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

Change Order Request by: \_\_\_\_\_

Change(s) Ordered by: \_\_\_\_\_

RECOMMENDED BY:

ACCEPTED BY:

\_\_\_\_\_  
(Engineer)

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
(Authorized Signature) (Date)

\_\_\_\_\_  
(Authorized Signature) (Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

APPROVED BY:

\_\_\_\_\_  
(Owner)

By: \_\_\_\_\_  
(Authorized Signature) (Date)

END OF SECTION

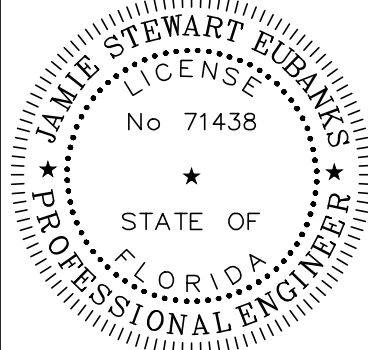




JENKINS ENGINEERING, INC.

1234 AIRPORT ROAD, SUITE 126  
DESTIN, FLORIDA 32541  
PHONE 850.837.2448  
FAX 850.837.2450

JEICIVIL.COM  
C.O.A. NO. 9927



JAMIE S. EUBANKS, P.E.  
FL. REGISTRATION NO. 71438

[illegible]

CITY OF DESTIN  
  
ROYAL MELVIN PARK  
CITY OF DESTIN, FLORIDA

JOB: 19-03  
DATE: 03/27/19  
DESIGNED: JSE/JAW  
DRAWN: JAW/CEJ

BAR IS ONE INCH ON ORIGINAL

IF NOT ONE INCH ON THIS SHEET  
ADJUST SCALES ACCORDINGLY

DRAWING NUMBER  
1 OF 7

SHEET NUMBER  
C01



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

(WATER/SEWER)  
DESTIN WATER USERS, INC  
14 INDUSTRIAL PARK LANE  
DESTIN, FL 32541  
(850) 837-6146

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

(ELECTRIC)  
GULF POWER  
ONE ENERGY PLACE  
PENSACOLA, FL 32520  
(800) 225-5797

(GAS)  
OKALOOSA GAS DISTRICT  
367 VALPARAISO BOULEVARD  
VALPARAISO, FL 32580  
(850) 729-4700

(CABLE)  
COX COMMUNICATIONS  
99 EGLIN PKWY NE, SUITES 21 & 22  
FORT WALTON BEACH, FL 32548  
(850) 226-6872

CITY OF DESTIN  
4200 INDIAN BAYOU TRAIL  
DESTIN, FLORIDA 32541

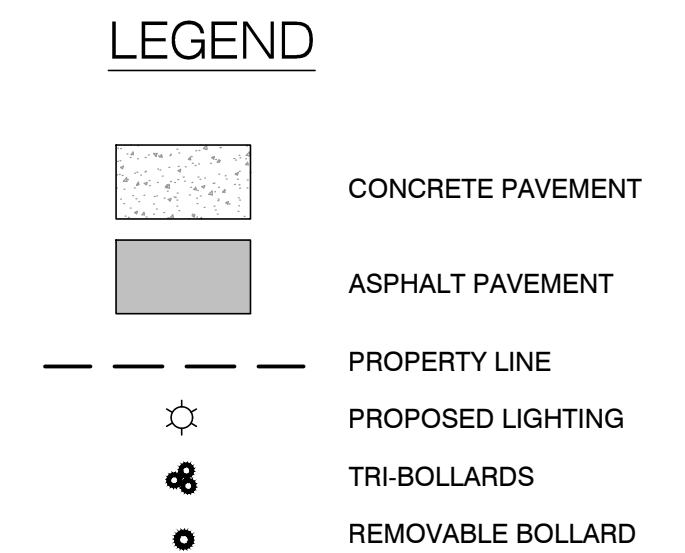
USE LATEST CITY OF DESTIN, AND/OR  
F.D.O.T. TECHNICAL SPECIFICATIONS AND  
DETAILS UNLESS OTHERWISE NOTED.

| SHEET INDEX |                                             |
|-------------|---------------------------------------------|
| SHEET NO.   | SHEET TITLE                                 |
| C01         | COVER SHEET                                 |
| C02         | EXISTING CONDITIONS & DEMOLITION            |
| C03         | SITE PLAN                                   |
| C04         | POTABLE WATER & WASTEWATER IMPROVEMENT PLAN |
| C05         | GRADING PLAN                                |
| C06         | MISCELLANEOUS DETAILS                       |
| C07         | SPECIFICATION SHEET I                       |
| A1.1        | PROJECT NOTES                               |
| A3.1        | LIFE SAFETY PLAN                            |
| A4.1        | FLOOR PLAN                                  |
| A5.1        | ROOF PLAN                                   |
| A7.1        | RESTROOM PLAN                               |
| A10.1       | ELEVATIONS                                  |
| A12.1       | ROOFING PLAN                                |
| A12.2       | WALL SECTIONS                               |
| S0.0        | STRUCTURAL GENERAL NOTES                    |
| S1.0        | FOUNDATION PLAN                             |
| S1.1        | SECOND FLOOR PLAN                           |
| S2.0        | STRUCTURAL DETAILS                          |
| S2.1        | STRUCTURAL DETAILS                          |
| S3.0        | STRUCTURAL DETAILS                          |
| E1.0        | ELECTRICAL SITE PLAN                        |
| E1.1        | ELECTRICAL PLAN / CONTROLS                  |
| M1.1        | MECHANICAL PLAN                             |
| P1.1        | PIPING FLOOR PLAN                           |
| P2.1        | PLUMBING DETAILS & SPECIFICATIONS           |

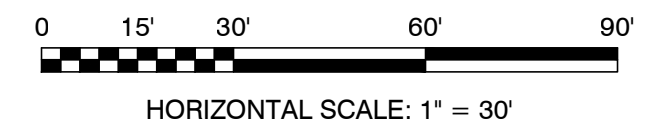








1. FINAL LOCATIONS OF PICNIC TABLES, BENCHES, AND OTHER PEDESTRIAN AMENITIES SHALL BE PER CITY OF DESTIN STAFF DETERMINATION.
2. REFER TO ARCHITECTURAL PLANS FOR BUILDING, STAIRS, ADA RAMP, AND OTHER SUCH IMPROVEMENTS.



|                |                                              |           |                                                        |
|----------------|----------------------------------------------|-----------|--------------------------------------------------------|
| CITY OF DESTIN | ROYAL MELVIN PARK<br>CITY OF DESTIN, FLORIDA | SITE PLAN | NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE |
|----------------|----------------------------------------------|-----------|--------------------------------------------------------|

SHEET NUMBER  
**C03**



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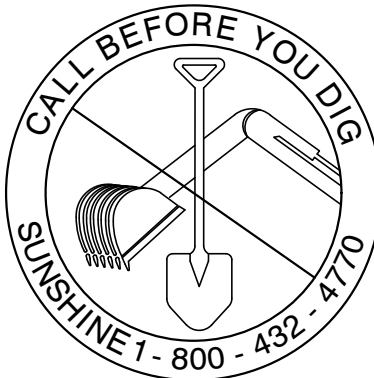




- 
- CONCRETE PAVEMENT
- ASPHALT PAVEMENT
- PROPERTY LINE
- PROPOSED LIGHTING

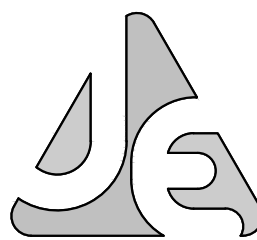
## NOTES

1. CONTRACTOR AND PUMP STATION PROVIDER SHALL ENSURE PROPER ANTI-FLOTATION IS PROVIDED FOR PUMP STATION.
2. NEW 12" WATER MAIN MUST BE INSTALLED PRIOR TO OLD WATER MAIN BEING ABANDONED AND NEW/RELOCATED SERVICES CONNECTED.



File: P:\2019\19-03 Royal Melvin Park\Drawings\19-03 Design.dwg - Last Saved: 6/10/2019 9:53 AM by Jaw

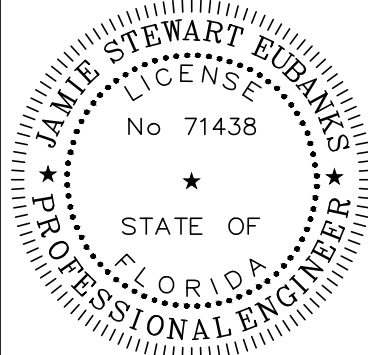
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FAX 850.837.2450

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C.O.A. NO. 9927



JAMIE S. EUBANKS, P.E.  
FL. REGISTRATION NO. 71438

[illegible]

CITY OF DESTIN

ROYAL MELVIN PARK  
CITY OF DESTIN, FLORIDA

# POTABLE WATER & WASTEWATER IMPROVEMENT PLAN

NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

JOB: 19-03  
DATE: 03/27/19  
DESIGNED: JSE/JAW  
DRAWN: JAW/CEJ

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

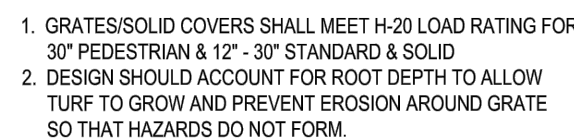
DRAWING NUMBER  
4 OF 7

SHEET NUMBER  
C04



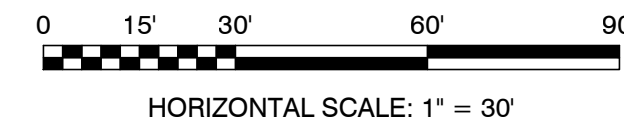
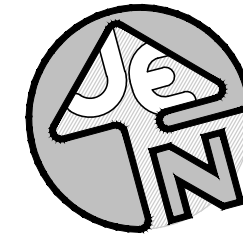


## NYLOPLAST TURF TRAFFIC INSTALLATION



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|            |          |                  |      |              |
|------------|----------|------------------|------|--------------|
| DRAWN BY   | EBG      | MATERIAL         |      |              |
| DATE       | 01-05-09 |                  |      |              |
| REVISED BY | NMH      | PROJECT NO./NAME |      |              |
| DATE       | 06-12-18 |                  |      |              |
| DWG SIZE   | A        | SCALE            | 1:25 | SHEET 1 OF 1 |



CONCRETE PAVEMENT

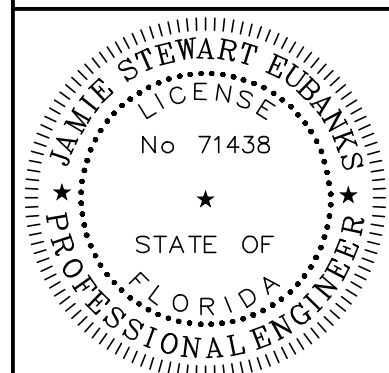
ASPHALT PAVEMENT

PROPERTY LINE

PROPOSED LIGHTING

10 EXISTING CONTOUR

12 PROPOSED CONTOUR



JAMIE S. EUBANKS, P.E.  
FL. REGISTRATION NO. 71438

[illegible]

CITY OF DESTIN

ROYAL MELVIN PARK  
CITY OF DESTIN, FLORIDA

## GRADING PLAN

GRADING PLAN

|           |          |
|-----------|----------|
| JOB:      | 19-03    |
| DATE:     | 03/27/19 |
| DESIGNED: | JSE/JAW  |
| DRAWN:    | JAW/CEJ  |

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

DRAWING NUMBER  
5 OF 7

SHEET NUMBER  
**C05**







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



• SCALE: NONE

SCOPE OF WORK:

1. This project consists of a new building to be used as an Restrooms / storage.  
ENCLOSED AREA = 436 SQ. FT.
2. The plans as submitted include the architectural drawings part of the project.
3. The plans include the following:
  - a. HVAC System
  - b. Power Plan
  - c. Lighting Plan
  - d. Plumbing Plan
4. The building is to be constructed as a type VB construction, non-sprinkled.
5. Its per FBC 2017, 6th Edition, this building lies within the 150 mph wind zone and shall be structurally designed accordingly.

GENERAL:

1. AIA DOCUMENT A201, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, FIRST EDITION, SHALL BE PART OF CONTRACT FOR ANY WORK INCLUDED IN THESE PLANS AND SPECIFICATIONS.
2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AND REGULATIONS.
3. CONTRACTOR SHALL OBTAIN ALL LOCAL AND STATE PERMITS AS REQUIRED BEFORE START OF CONSTRUCTION.
4. THE CONTRACTOR SHALL PROVIDE ANY SURVEYS, TESTING OR ENGINEERING REQUIRED TO INSURE SAFE AND COMPLETE CONSTRUCTION.
5. CONTRACTOR SHALL PASS ALL INSPECTIONS AND APPROVALS AS REQUIRED BY LOCAL AUTHORITIES DURING COURSE OF CONSTRUCTION.
6. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS BEFORE COMMENCING WORK.
7. CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE CONSTRUCTION BEGINS. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION.
8. CONTRACTOR SHALL ASK FOR DETAILS WHENEVER UNCERTAIN ABOUT METHODS OF INSTALLATION. LACK OF DETAILS NOT REQUESTED SHALL NOT EXCUSE IMPROPER INSTALLATION AND CORRECTION SHALL BE RESPONSIBILITY OF CONTRACTOR.
9. CONTRACTOR SHALL KEEP AN ACCURATE RECORD OF ALL CHANGES MARKED IN INK ON THE CONTRACT DOCUMENTS DURING CONSTRUCTION INCLUDING LOCATION OF ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL FURNISH OWNER AND ARCHITECT A COPY OF THIS RECORD BEFORE ACCEPTANCE IS RECEIVED.
10. CONTRACTOR SHALL SECURE AND OBTAIN THE CERTIFICATE OF OCCUPANCY FROM LOCAL AUTHORITIES BEFORE FINAL PAYMENT WILL BE ISSUED.
11. THESE DRAWINGS HAVE BEEN DRAWN AND CHECKED TO INSURE A REASONABLE AND NORMALLY ACCEPTABLE DEGREE OF ACCURACY. HOWEVER, THE CONTRACTOR IS RESPONSIBLE FOR CHECKING ALL DIMENSIONS, DETAILS AND REQUIREMENTS OF THESE PLANS AND SPECIFICATIONS PRIOR TO START OF WORK.
12. THE SHEETS IN THESE CONSTRUCTION DOCUMENTS ARE COMPLEMENTARY TO EACH OTHER, WHAT IS CALLED FOR BY ONE SHALL BE BINDING AS IF CALLED FOR BY ALL.

EGRESS:

14. A DOORWAY IN A MEANS OF EGRESS SHALL PROVIDE AT LEAST 32" CLEAR (CONSIDER A 3'-0" DOOR), WHERE A PAIR OF DOORS IS PROVIDED, AT LEAST ONE LEAF SHALL COMPLY.
15. HOLLOW METAL FRAMES SHALL CONFORM WITH STEEL DOOR INSTITUTE RECOMMENDED SPECIFICATIONS, SD-100.
16. DOORS SHALL BE READILY OPENED FROM THE SIDE OF THE EXIT TRAVEL AT ALL TIMES THE BUILDING IS OCCUPIED.
17. LOCKS ON DOORS IN MEANS OF EGRESS SHALL NOT REQUIRE THE USE OF A KEY, SPECIAL DEVICE, OR SPECIAL KNOWLEDGE TO OPEN IN THE DIRECTION OF EGRESS.
18. ALL DOORS IN A REQUIRED MEANS OF EGRESS MAY BE PROVIDED WITH A LATCH OR LOCK ONLY IF IT IS EQUIPPED WITH PANIC HARDWARE.
19. EXIT DISCHARGE SHALL PROVIDE OCCUPANTS SAFE ACCESS TO A PUBLIC WAY.
20. EGRESS SHALL NOT BE THROUGH A ROOM SUBJECT TO LOCKING IN THE DIRECTION OF EGRESS.
21. PROVIDE LANDINGS OUTSIDE EXTERIOR DOORS LEVEL WITH THE FLOOR.
22. THE FLOOR SHALL BE LEVEL ON BOTH SIDES OF A DOOR.
23. FINAL COASTAL HARDWARE SELECTION TO BE MADE BY OWNER AND CONTRACTOR.
24. BATHROOM DOOR LOCKS SHALL PERMIT OPENING FROM THE OUTSIDE IN CASE OF EMERGENCY, BY STAFF PERSONNEL.

INSULATION:

25. INSULATION AND INSULATION ASSEMBLIES SHALL MEET THE REQUIREMENTS OF SECTION 719, FBC 2017, 6TH EDITION.
26. CONCEALED INSULATION SHALL HAVE A FLAME SPREAD OF 0-25 AND A SMOKE DEVELOPMENT FACTOR OF 0-450, IN ACCORDANCE WITH SECTION 719, FBC 2017.
27. EXPOSED INSULATION SHALL HAVE A FLAME SPREAD OF 0-25 AND A SMOKE DEVELOPMENT FACTOR OF 0-450.
28. INTERIOR WALLS AND CEILINGS SHALL HAVE A FLAME SPREAD OF 0-25 AND A SMOKE DEVELOPMENT FACTOR OF 0-450, IN ACCORDANCE WITH SECTION 719, FBC 2017.

LIFE SAFETY:

24. SEPARATE STORAGE ROOMS OVER 100 SQUARE FEET FROM OTHER PARTS OF THE BUILDING ONE HOUR FIRE RESISTANT CONSTRUCTION USING SELF-CLOSING 45 MINUTE LABELED DOORS AND FRAMES, SECTION 302, TABLE 302.1.1 FBC 2017.
30. PROTECT VERTICAL OPENINGS IN ACCORDANCE WITH CHAPTER 7, FBC 2017.
31. A REQUIRED FIRE SEPARATION SHALL BE CONTINUOUS FROM FOUNDATION THROUGH ALL INTERVENING CONSTRUCTION TO THE ROOF DECK, FROM OUTSIDE WALL TO OUTSIDE WALL OR FROM FIRE BARRIER TO FIRE BARRIER, PROVIDE UL OR FM LISTED ASSEMBLY.
32. PENETRATIONS THROUGH RATED CONSTRUCTION SHALL BE SEALED WITH A MATERIAL CAPABLE OF PREVENTING THE PASSAGE OF FLAMES AND HOT GASES WHEN TESTED IN ACCORDANCE WITH ASTM-E814.

FIRE EXTINGUISHER:

33. FIRE EXTINGUISHER AND CABINET SHALL COMPLY WITH APPLICABLE UL STANDARDS AND ARE LABELED BY UL, MULTI-PURPOSE DRY CHEMICAL TYPE (A-A-B-C-B-E) CABINET TO BE SEMI-RECESS TYPE WITH BUBBLE TYPE DOOR.
34. PROVIDE HAND-OPERATED FIRE EXTINGUISHERS IN ACCORDANCE WITH NFPA-10.
35. ALL WORK AND INSPECTIONS OF FIRE ALARM, FIRE SUPPRESSION, AUTOMATIC SPRINKLER AND FIRE EXTINGUISHING SYSTEMS OR PORTABLE FIRE EXTINGUISHERS SHALL BE PERFORMED BY A STATE OF FLORIDA CERTIFIED AGENT.
36. TOP OF FIRE EXTINGUISHER, HAVING A GROSS WEIGHT LESS THAN 40 LBS., SHALL BE NOT MORE THAN 5 FEET ABOVE THE FLOOR; 3-1/2 FEET IF GROSS WEIGHT 40 LBS. OR GREATER.

PROVIDE HANDICAPPED ACCESSIBILITY IN ACCORDANCE WITH ANSI A117.1 1980, AND ADA-A6 (JULY, 2017). THIS PROJECT SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING REQUIREMENTS:

EGRESS:

2. THE ACCESSIBLE ROUTE SHALL, TO THE MAXIMUM EXTENT FEASIBLE, COINCIDE WITH THE ROUTE FOR THE GENERAL PUBLIC.
3. PROVIDE SIGNAGE AT ACCESSIBLE ENTRANCE(S) AND DIRECTIONAL SIGNAGE AT ALL INACCESSIBLE ENTRANCES.
4. GROUND AND FLOOR SURFACES SHALL BE FIRM, STABLE AND SLIP-RESISTANT.
5. A DOORWAY IN MEANS OF EGRESS SHALL PROVIDE AT LEAST 32" CLEAR (CONSIDER A 3'-0" DOOR). WHERE A PAIR OF DOORS IS PROVIDED, AT LEAST ONE LEAF SHALL COMPLY.
6. THRESHOLDS SHALL COMPLY WITH REQUIREMENTS OF THIS SECTION 4.5.2 REGARDING CHANGES IN LEVEL. MAXIMUM THRESHOLD HEIGHT TO BE 1/2" AND BEVELED IF OVER 1/4", 3/4" AT EXTERIOR SLIDING DOORS).
7. PROVIDE LANDING OUTSIDE EXTERIOR DOORS LEVEL WITH THE FLOOR.
8. THE FLOOR SHALL BE LEVEL ON BOTH SIDES OF A DOOR.
9. HANDLES, PULLS, LATCHES, AND OTHER OPERATING DEVICES SHALL HAVE A SHAPE THAT IS EASY TO GRASP WITH ONE HAND AND DOES NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING OR TWISTING OF THE WRIST TO OPERATE. LEVER-OPERATED MECHANISMS ARE ACCEPTABLE DESIGNS.
10. PROVIDE MANEUVERING CLEARANCE AT DOORS IN ACCORDANCE WITH FIGURE 45X(A,B,C).

MISCELLANEOUS:

11. PROVIDE ACCESSIBLE SERVICE/TELLER/INFORMATION COUNTER(S) IN ACCORDANCE WITH SECTION 7.2(2).
12. ACCESSIBLE COUNTER HEIGHT SHALL BE FROM 28" TO 34" ABOVE THE FINISHED FLOOR AT RECEPTION COUNTER.
13. EMPLOYEE WORK AREAS SHALL BE DESIGNED AND CONSTRUCTED AS THAT INDIVIDUALS WITH DISABILITIES CAN APPROACH, ENTER AND EXIT.
14. MINIMUM CLEAR HEADROOM TO BE 80".
15. OBJECTS PROJECTING FROM WALL WITH THEIR LEADING EDGES BETWEEN 27" AND 80" ABOVE THE FINISHED FLOOR SHALL PROTRUDE NO MORE THAN 4" INTO THE WALLS OR CORRIDORS.
16. OPENINGS FOR AREAS LESS THAN 24" IN DEPTH SHALL HAVE CLEAR OPENING OF 20" MIN.

18. STANDARD ACCESSIBLE TOILET SHALL HAVE MINIMUM WIDTH OF 60" AND MINIMUM DEPTH OF 54" FOR FLOOR MOUNTED WATER CLOSET (56" WITH WALL MOUNTED UNIT), FOR OUTWARD SWINGING DOOR.
19. WATER CLOSETS SHALL BE LOCATED 16" FROM A SIDE WALL OR PARTITION.
20. THE HEIGHT TO THE TOP OF THE TOILET SEAT SHALL BE 17" TO 19".
21. FLUSH CONTROLS SHALL BE 44" MAXIMUM ABOVE FINISHED FLOOR.
22. GRAB BARS FOR TOILETS SHALL BE PROVIDED 33" TO 36" ABOVE FINISH FLOOR.  
SIDE WALL: 42" LONG MINIMUM, 12" FROM BACK WALL  
BACK WALL: 36" LONG MINIMUM, 12" MIN. EACH SIDE OF WATER CLOSET CENTER LINE.
23. TOILET PAPER DISPENSERS SHALL BE INSTALLED BELOW GRAB BAR, 18" MINIMUM ABOVE FLOOR AND 36" MAXIMUM FROM THE REAR WALL.
24. LAVATORY SHALL BE MOUNTED WITH THE RIM OR COUNTER SURFACE NO HIGHER THAT 34" ABOVE FINISH FLOOR, SHALL EXTEND NO MINIMUM FROM WALL, CLEARANCE OF 23" MINIMUM FROM FINISH FLOOR TO BOTTOM OF APRON.
25. A CLEAR FLOOR SPACE 30" BY 48" SHALL BE IN FRONT OF LAVATORIES.
26. HOT WATER AND DRAIN PIPES UNDER ALL LAVATORIES SHALL BE INSULATED, THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER LAVATORIES.
27. LAVATORY CLOSURES SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRIPPING, TWISTING OR EXCESSIVE FORCE. THE FLOOR LEVELS SHOULD BE ACCEPTABLE DESIGN AND ELECTRONICALLY CONTROLLED MECHANISMS ARE ACCEPTABLE DESIGNS.
28. MIRRORS SHALL BE MOUNTED WITH THE BOTTOM EDGE OF THE REFLECTING SURFACE 40" MAX. ABOVE THE FINISH FLOOR.

29. WHERE PERMANENT IDENTIFICATION IS PROVIDED FOR ROOMS AND SPACES, SIGNS SHALL BE INSTALLED ON THE WALL ADJACENT TO THE LATCH SIDE OF THE DOOR MOUNTING HEIGHT SHALL BE 60" ABOVE FINISH FLOOR TO THE CENTERLINE OF THE SIGN.
30. ALL INTERIOR SIGNAGE TO BE IN LETTER AND BRAILLE FONT STYLE, COLOR, DESIGN AND SIZE AS SPECIFIED BY THE SUPPLIER. ONE SIZE FOR EACH DOOR TO BE SUPPLIED, SIZE TO BE 4" X 4" MAXIMUM.
31. LETTERS AND NUMBERS ON SIGNS SHALL HAVE A WIDTH TO HEIGHT RATIO BETWEEN 3:5 AND 1:1, AND A STROKE - WIDTH - TO - HEIGHT RATIO BETWEEN 1:5 AND 1:1.0.
32. LETTERS AND NUMERALS SHALL BE RAISED 1/32" AND SHALL BE ACCOMPANIED BY GRADE 2 BRAILLE, RAISED CHARACTER HEIGHT: 5/8" MINIMUM, 2" HIGH MAXIMUM.
33. THE CHARACTERS AND BACKGROUND OF SIGNS SHALL BE EGGSHELL, MATTE OR OTHER NON-GLARE FINISH, CHARACTER AND SYMBOLS SHALL CONTRAST WITH THEIR BACKGROUND
34. PROVIDE LOW LEVEL MOUNTED EXIT SIGNAGE IN ACCORDANCE WITH 4.30.1, 4.30.4, 4.30.5 AND 4.30.6 (RAISED CHARACTER, LETTER SIZE, MOUNTING) AT ALL REQUIRED EXITS.

GENERAL:

1. ALL DIMENSIONS SHOULD BE READ AND CALCULATED AND NEVER SCALED.
2. ALL WALL DIMENSIONS ARE TAKEN TO THE FACE EDGE OF STUD, UNLESS NOTED OTHERWISE.

3. INSTALL COLD-FORMED METAL FRAMING ACCORDING TO AISI'S "STANDARD FOR COLD-FORMED-STEEL FRAMING - GENERAL PROVISIONS" AND TO MANUFACTURER'S WRITTEN SPECIFICATIONS. MORE STRINGENT REQUIREMENTS ARE INDICATED.
4. INSTALL COLD-FORMED METAL FRAMING AND ACCESSORIES PLUMB, SQUARE, AND TRUE TO LINE, AND WITH CONNECTIONS SECURELY FASTENED.
5. INSTALL FRAMING MEMBERS IN ONE-PIECE LENGTHS.
6. INSTALL TEMPORARY BRACINGS AND SUPPORTS TO SECURE FRAMING AND SUPPORT LOADS COMPARABLE IN INTENSITY TO THOSE FOR WHICH STRUCTURE WAS DESIGNED. MAINTAIN BRACES AND SUPPORTS IN PLACE, UNDISTURBED, UNTIL ENTIRE INTEGRATED SUPPORTING STRUCTURE HAS BEEN COMPLETED AND PERMANENT CONNECTIONS TO FRAMING ARE SECURED.
7. DO NOT BRIDGE BUILDING EXPANSION AND CONTROL JOINTS WITH COLD-FORMED METAL FRAMING. INDEPENDENTLY FRAME BOTH SIDES OF JOINTS.
8. INSTALL INSULATION, SPECIFIED IN DIVISION 7 SECTION "BUILDING INSULATION," IN BUILT-UP EXTERIOR FRAMING MEMBERS, SUCH AS HEADERS, SILL, BOXED JOISTS, AND MULTIPLE STUDS AT ORNATE TRIM LINE, IN ACCORDANCE WITH COMPLETION OF FRAMING WORK.
9. FASTEN HOLE REINFORCING PLATE OVER WEB PENETRATIONS THAT EXCEED SIZE OF MANUFACTURER'S STANDARD PUNCHED OPENINGS.
10. ERECTION TOLERANCES: INSTALL COLD-FORMED METAL FRAMING LEVEL, PLUMB, AND TRUE TO LINE TO A MAXIMUM ALLOWABLE TOLERANCE VARIATION OF 1/8" INCH IN 10 FEET AND AS FOLLOWS:
  - II. SPACE INDIVIDUAL FRAMING MEMBERS NO MORE THAN PLUS OR MINUS 1/8" INCH FROM PLAN LOCATION. CUMULATIVE ERROR SHALL NOT EXCEED MINIMUM FASTENING REQUIREMENTS OF SHEATHING OR OTHER FINISHING MATERIALS.

15. OTHER FRAMED OPENINGS: FRAME OPENINGS OTHER THAN DOOR OPENINGS THE SAME AS REQUIRED FOR DOOR OPENINGS, UNLESS OTHERWISE INDICATED. INSTALL FRAMING BELOW SLIPS OF OPENINGS TO MATCH FRAMING REQUIRED ABOVE DOOR HEADS.
16. FIRE-RESISTANCE-RATED PARTITIONS: INSTALL FRAMING TO COMPLY WITH FIRE-RESISTANCE-RATED ASSEMBLY INDICATED AND SUPPORT CLOSURES AND TO MAKE PARTITIONS CONTINUOUS FROM FLOOR TO UNDERSIDE OF SOLID STRUCTURE.
17. INSTALL SUPPLEMENTARY FRAMING, BLOCKING, AND BRACING IN STUD FRAMING INDICATED TO SUPPORT FIXTURES, EQUIPMENT, SERVICES, CASEWORK, HEAVY TRIM, FURNISHINGS, AND SIMILAR WORK REQUIRING ATTACHMENT TO FRAMING. IF TYPE OF SUPPLEMENTARY SUPPORT IS NOT INDICATED, COMPLY WITH STUD MANUFACTURER'S WRITTEN RECOMMENDATIONS AND INDUSTRY STANDARDS IN EACH CASE, CONSIDERING WEIGHT OR LOAD RESULTING FROM ITEM SUPPORTED.
18. INSTALL HORIZONTAL BRIDGING IN EXTERIOR NON-LOAD BEARING STUD SYSTEM, SPACED AS RECOMMENDED BY MANUFACTURER BUT NOT MORE THAN 48" APART. FASTEN AT EACH STUD INTERSECTION.

1. HOLLOW CONCRETE BLOCK (MASONRY) UNITS SHALL CONFORM TO ASTM C40, WITH A MINIMUM COMPRESSIVE STRENGTH OF 2000 PSI ON THE NET AREA AND 1000 PSI ON THE GROSS AREA. (F<sub>m</sub> = 1500 PSI)
2. ALL MORTAR FOR MASONRY SHALL CONFORM TO ASTM C270, TYPE II OR S. ALL GROUT FOR USE IN MASONRY SHALL CONFORM TO ASTM C476, MINIMUM 3,000 PSI AT 28 DAYS.
3. ALL CONTINUOUS BARS SHALL HAVE BASIC CLASS "C" TENSION LAPS WITH CORNER BARS AT ALL CORNERS AND WALL INTERSECTIONS.
4. ALL VERTICAL REINFORCEMENT IN MASONRY WALLS SHALL HAVE CLASS "C" TENSION LAPS.
5. HORIZONTAL REINFORCING IN MASONRY WALL FOOTINGS SHALL BE CONTINUOUS W/ 30 DIAMETER MIN. LAP MEMBERS AT ALL INTERIOR AND EXTERIOR CORNERS.

1. Traffic coating and waterproofing Roof System "Con-Dek" - Incident Weather by PliDek or equal.
2. Con-Dek System is a waterproofing barrier with a decorative coating that offers a variety of colors to be selected by Owner. Con-Dek system - Incident Weather meets the mandatory criteria for Incident Weather and NOAA requirements. Con-Dek consist of a primer; 3/4 oz. Fiberglass w/ resin (2 coats); Gumbo topcoat; and G550 pigmented sealer.
3. Installation of roof membrane as per manufacturer's recommendations.
4. Supply all materials, fasteners, and end caps necessary to complete to job as required by the manufacturer.

1. Roof Insulation: Nominal thickness - 5 inches, open cell insulation w/ R-Value : 30.
2. Wall Insulation: Nominal thickness 1 1/2 Inches, rigid foam insulation.
3. Install all insulation in accordance with manufacturer's recommendations and requirements.

GENERAL:

1. Contractor to make necessary arrangements with the local power company for temporary power and permanent meter.
2. Contractor shall provide a source of construction electrical power.
3. Contractor shall confirm with the telephone company that the service location, size, etc. meets their requirements and with their approval.
4. All electrical work shall have a one year warranty.
5. All electrical work shall be performed by a licensed electrician.
6. Electrical work shall conform with NFPA 70 (2017), National Electrical Code, for all proposed electrical work in this submittal. Electrical work/modifications may include, but not limited to the following: installation of electrical meter and 100 amp main panel, and wiring for the HVAC equipment. All other work to be under separate contract with Tenant Package.
7. Grounding shall conform to Article 250 or the NEC.
8. Electrical contractor to be responsible for the sizing and functioning of the panels and all wiring, switches, fixtures, etc. and to bring building into compliance to current codes and requirements of Walton County Building Department.

4. Equipment to be sized by supplier of equipment to
5. The main feeders shall be installed galvanized or sheardized heavy wall conduit branch circuits shall be run in EMT. All conduit to be 1/2" unless otherwise specified.
6. All safety switches shall be heavy duty Square D, or approved equal.
7. Owner to provide telephone equipment and to be installed by Others.
8. All telephone jacks and wiring to be provided by owner.
9. Owner will provide high speed internet wiring (Cat 5) as required.

MISCELLANEOUS:

14. All conduit above grade located outside of building shall be minimum 3/4" rigid galvanized steel, unless noted otherwise.
15. All conduit below grade shall be a minimum 1" schedule 40 PVC, buried a minimum of 24" areas not subject to vehicular traffic. Install separate green ground wire in all PVC conduits.
16. Power for HVAC equipment to be installed as per manufacturers specs.
17. Main ground rod shall be 3/4" x 10' copper clad steel.
18. Ground grid system shall tie to cold water piping.

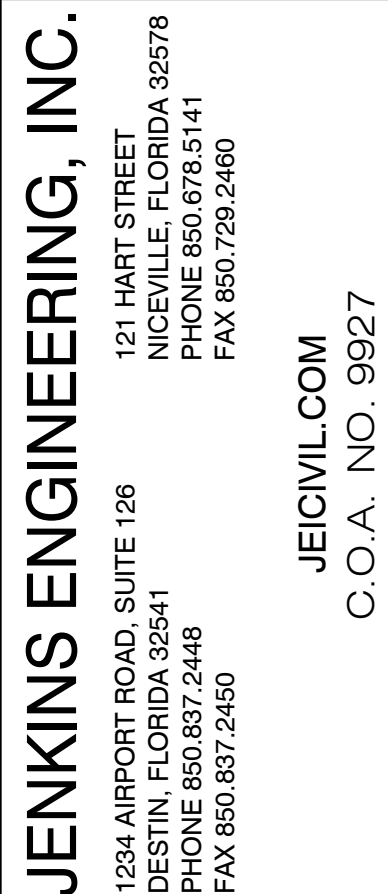
1. All Plumbing work and material shall conform to the latest adopted Code in effect in the location of the Project.
2. All materials to be new.
3. All hot and cold water supply piping to be copper.
4. All drain, waste, & vent piping to be schedule 40 PVC. All exposed supply pipes and drain pipes under lavatories will be chrome plated. (NIC).
5. Supply all piping for rough-in to the Floor line. Tenant will complete work and supply all fixtures and fittings.
6. Slope all waste lines minimum 1/8" per foot.
7. Grease trap will be provided in contract, but design by others.
8. All holes created by the Plumbing Contractor to perform his work which passes through floors, walls, and ceilings will be smoke stopped & will be fire stopped in an approved manner equal to rating of wall or floor.
9. All installed waste & supply lines will be pressure tested & inspected in accordance w/ code requirements (prior to being covered).
10. Plumbing Contractor will perform his work in accordance w/ all acceptable OSHA standards.

1. Refer to mechanical plans for full design, notes and details, the mechanical work is not part of this contract but is being handled by mechanical sub-contractor under construction contract directly to owner, thru General Contractor. 1 Systems will be used both with multi zoned systems.
2. All HVAC systems shall be constructed in accordance with IOI: 9.2., Life Safety Code
3. Utilities shall comply with the provisions of Section 4.1, Life Safety Code 2017
4. Execute all work according to all codes and ordinances. Pay for all permits and provide for inspections.
5. All mechanical installations must meet commercial standards including heating, cooling, water heating, ductwork, etc., and that these installations must be typically accessible, as required.
6. Guarantee all labor and material for one year from date of acceptance.

8. Make arrangements for sewer and water connections required. Include costs in the price.
9. Do all trenching, excavating and back filling required for completion of this work. Comply with requirements of General Provisions.
11. HVAC contractor to be responsible for the design, sizing, and functioning of the units and ducts. Equipment only in this contract.
12. Central air condition system to be designed and priced with a minimum rating of 14.0 SEER.
13. Test all piping, test and adjust air distribution and refrigeration systems.

14. Electrical contractor shall do all power and high voltage wiring. Mechanical contractor shall do low voltage control wiring. General contractor shall provide structural supports, foundations and painting.
15. Provide operating and maintenance instructions including wiring diagram and service manual. Furnish approved operating instructions. Mark all devices. Instruct owner in care and operation of all equipment.
16. Outdoor Condensing Units Remote type, air cooled, with weather protected 18 gauge cabinet; upflow, aluminum blades fan; permanently lubricated fan motor with built-in oil; fan speed protection; overload protection; high pressure cutout; pressure switches with sound mufflers, internal thermostats and crankcase heaters; nonferrous condenser coil with accumulator, pre-mixed controls consisting of magnetic start, high-low switch, lock rotor, over and under voltage and thermal overload protection lock out relay. Coils to be treated with salt resist coating.
17. Fan Coil Units: Corrosion protected steel casing insulated with 1" thick fiberglass duct liner, double inlet centrifugal blower mounted in permanently lubricated cast iron base. Units shall be equipped with thermal overload protection, direct expansion coil with expansion valve and 1" throwaway filters.
18. Control systems with cooling-heating year round thermostat and selector switches. Match stages to condensing units and duct heaters scheduled. Install smoke
19. Insulate refrigerant suction lines with 1/2 inch thick (Armaflex). Glue all joints. Do not tape joints. Paint outdoor insulation with protective paint.
20. Provide access doors for installation by others, if required.

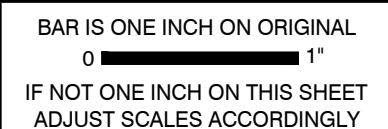
1. All materials shall be new except where otherwise noted and shall conform with the standards of Underwriter's Laboratory in every case where such a standard has been established for the particular type of material in question.
2. The Installation shall comply with all laws applying to work in effect with the regulations of the NEC. The contractor shall obtain and pay all necessary permits, and after completion, furnish owner certifications of final inspections and approval as issued by the Inspection department of the County. The contractor shall be responsible for obtaining all necessary certificates of inspection, both at rough-in and completion.

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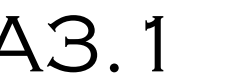
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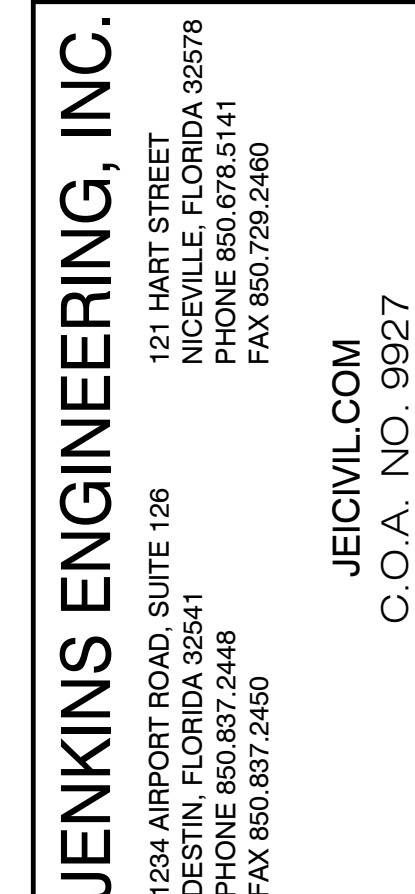


AR 0011375  
31 CARIBEA CIRCLE  
SANTA ROSA BEACH, FLORIDA 32459  
(850)-496-5735







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**JENKINS ENGINEERING, INC.**

1234 AIRPORT ROAD, SUITE 126  
DESTIN, FLORIDA 32541  
PHONE 850.837.2448  
FAX 850.837.2450

121 HART STREET  
NICEVILLE, FLORIDA 32578  
PHONE 850.678.5141  
FAX 850.729.2460

**JEICVIL.COM**  
**C.O.A. NO. 9927**

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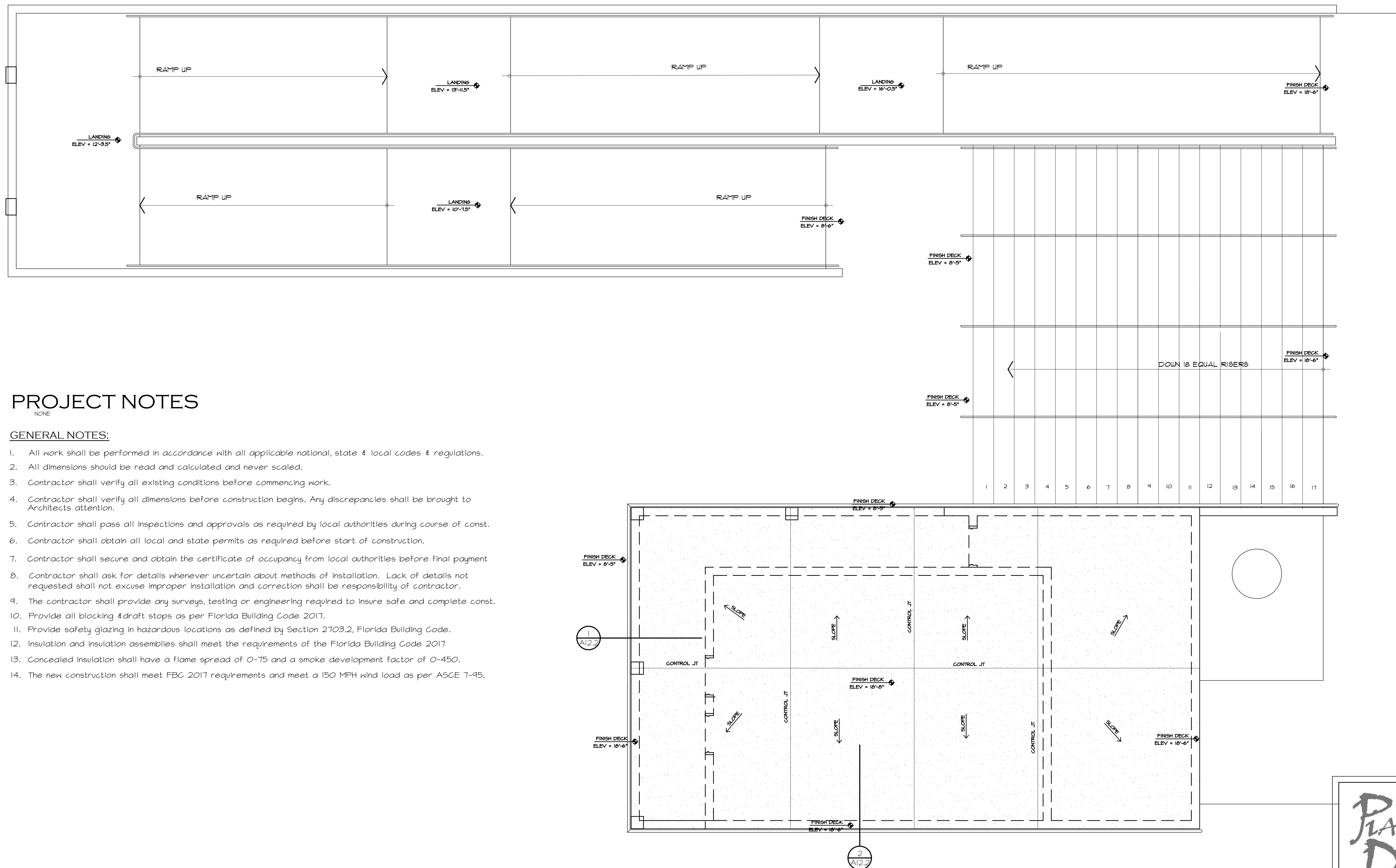
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## PROJECT NOTES

NONE

GENERAL NOTES:

1. All work shall be performed in accordance with all applicable national, state & local codes & regulations.
2. All dimensions should be read and calculated and never scaled.
3. Contractor shall verify all existing conditions before commencing work.
4. Contractor shall verify all dimensions before construction begins. Any discrepancies shall be brought to Architects attention.
5. Contractor shall pass all inspections and approvals as required by local authorities during course of const.
6. Contractor shall obtain all local and state permits as required before start of construction.
7. Contractor shall secure and obtain the certificate of occupancy from local authorities before final payment
8. Contractor shall ask for details whenever uncertain about methods of installation. Lack of details not requested shall not excuse improper installation and correction shall be responsibility of Contractor.
9. The contractor shall provide any surveys, testing or engineering required to insure safe and complete const.
10. Provide all blocking & draft stops as per Florida Building Code 2017.
11. Provide safety glazing in hazardous locations as defined by Section 2103.2, Florida Building Code.
12. Insulation and insulation assemblies shall meet the requirements of the Florida Building Code 2017
13. Concealed insulation shall have a flame spread of 0-75 and a smoke development factor of 0-450.
14. The new construction shall meet FBC 2017 requirements and meet a 150 MPH wind load as per ASCE 7-95.

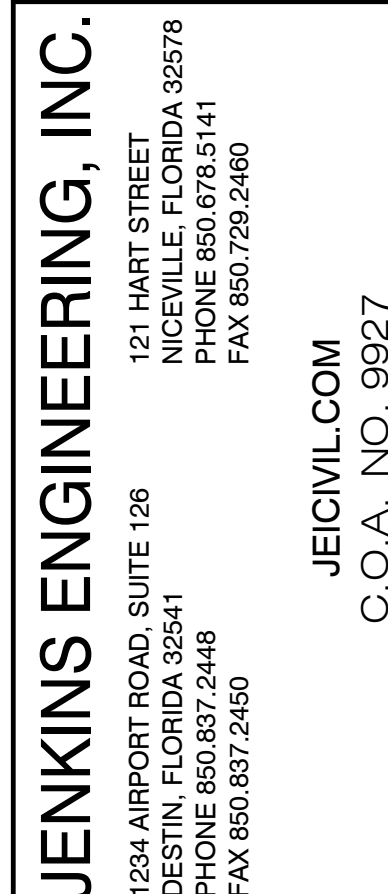
# 1. ROOF PLAN

SCALE: 1/4" = 1'-0"



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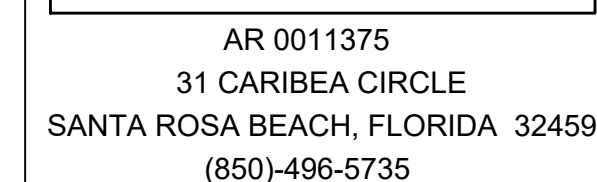


FD-1, FLOOR DRAIN TO BE SIZED BY ENGINEER, TRIM RING TO BE SELECTED BY ENGINEER  
GB-36, STAINLESS STEEL 36" GRAB BAR, BOBRICK B-6806 OR APPROVED EQUAL  
GB-42, STAINLESS STEEL 42" GRAB BAR, BOBRICK B-6806 OR APPROVED EQUAL  
LAV-1, PORCELAIN WALL MOUNTED LAVATORY WITH FAUCET "ACCESSIBLE", TO BE SELECTED BY ENGINEER  
M1, 24" x 36" FRAMED TEMPERED GLASS MIRROR, BOBRICK B-2408-2436 OR APPROVED EQUAL  
PT-1, PAPER TOWEL DISPENSER, BOBRICK MODEL B-262 OR APPROVED EQUAL  
SD-1, WALL MOUNTED SOAP DISPENSER, BOBRICK B211 OR APPROVED EQUAL  
TD-1, TOILET PAPER DISPENSER DOUBLE ROLL, BOBRICK B-2888 OR APPROVED EQUAL  
BC-1, BABY CHANGE STATION, KOALA KARE - VANDER RESISTANT  
UR-1, WALL MOUNTED URINAL "ACCESSIBLE", TO BE SELECTED BY ENGINEER  
WC-1, PORCELAIN FLOOR MOUNTED TOILET "ACCESSIBLE", TO BE SELECTED BY ENGINEER  
WC-2, PORCELAIN FLOOR MOUNTED TOILET, TO BE SELECTED BY ENGINEER

PROVIDE SOLID 2X BLOCKING IN WALLS FOR ATTACHMENT OF TOILET PARTITIONS, URINAL SCREENS, AND GRAB BARS. NOTIFY ARCHITECT FOR BLOCKING INSPECTION PRIOR TO INSTALLATION OF WALL FINISHES.

ALL ITEMS TO BE ADA COMPLIANT

ALL ITEMS TO BE VANDAL RESISTANT

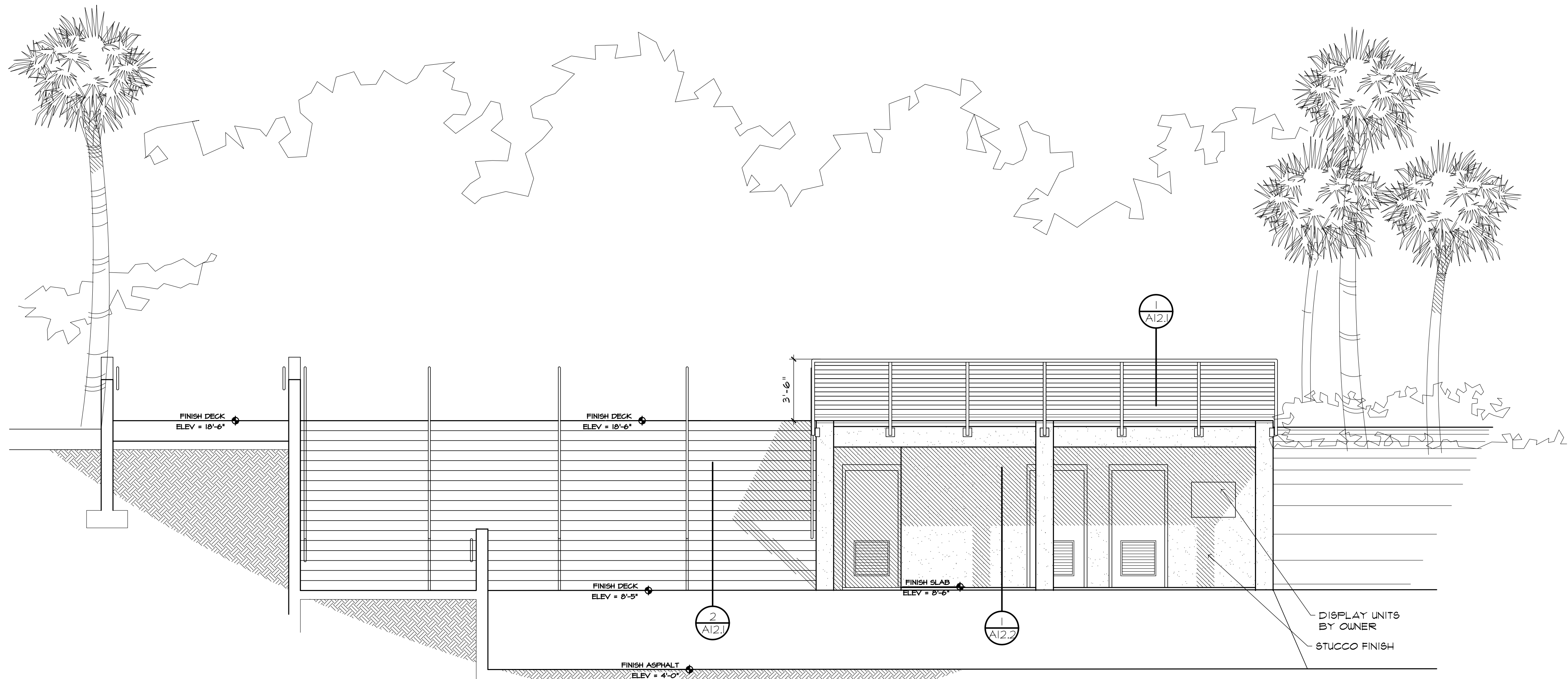


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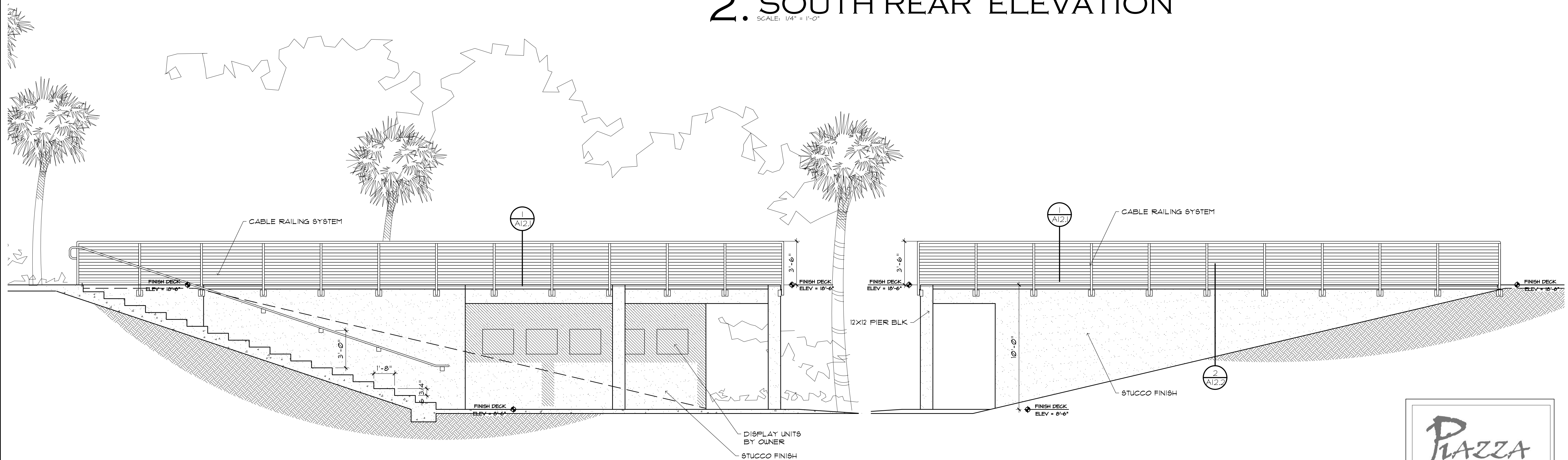
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2. SOUTH REAR ELEVATION  
SCALE: 1/4" = 1'-0"



1. WEST SIDE ELEVATION  
SCALE: 1/4" = 1'-0"

3. EAST SIDE ELEVATION  
SCALE: 1/4" = 1'-0"

**Piazza Design**  
ARCHITECTS/PLANNERS

AR 0011375  
31 CARIBEA CIRCLE  
SANTA ROSA BEACH, FLORIDA 32459  
(850)-496-5735



**JENKINS ENGINEERING, INC.**  
121 HART STREET  
NICEVILLE, FLORIDA 32578  
1234 AIRPORT ROAD, SUITE 126  
DESTIN, FLORIDA 32341  
PHONE: 850.837.2446  
FAX: 850.837.2450  
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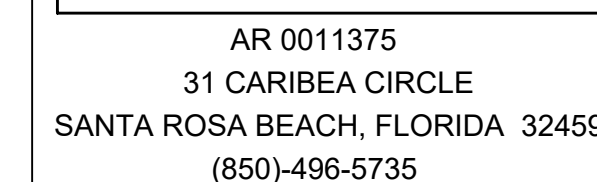
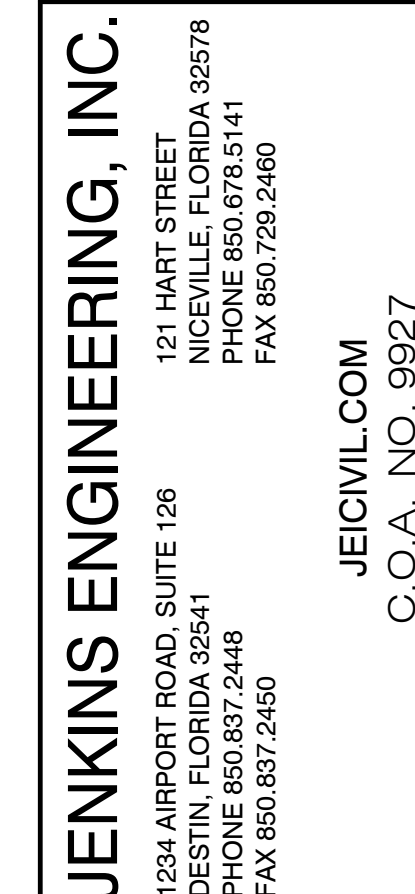
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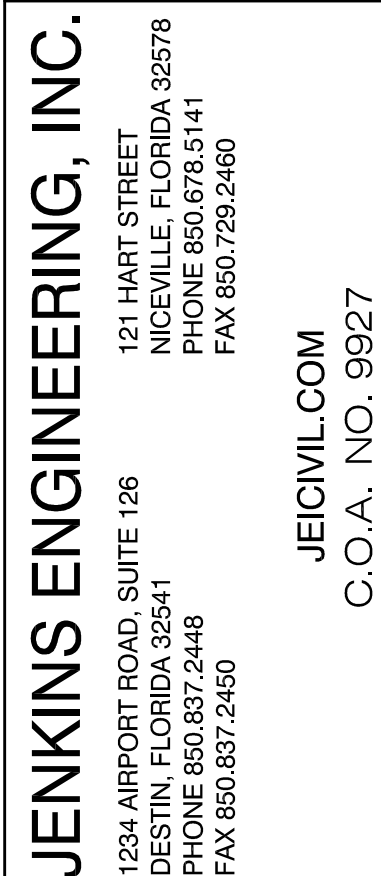
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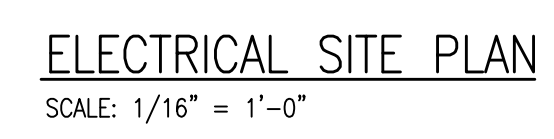
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Site plan showing electrical layout for a building and parking area. The building footprint on the left contains a "NEW MAIN BREAKER PANEL "P1"" and various lighting symbols (SL1, SL2). A parking area to the right features multiple light poles labeled "PL 9" and "PL 5". Annotations include "NEW UNDERGROUND FEEDER", "NEW UTILITY METER", and "EXISTING 240V 1-PHASE TRANSFORMER POLE". A north arrow is located in the upper right corner.

- ① ROUTE HOMERUN THROUGH LIGHTING CONTACTOR. SEE DETAIL.
- ② ENTIRE CIRCUIT SHALL BE #10AWG.
- ③ LIFT STATION WITH CONTROL PANEL. COORDINATE LOCATION WITH CIVIL PRIOR TO ANY ROUGH-IN. PROVIDE ALL POWER CONNECTIONS AS REQUIRED.



19-047

**H.M. Yonge & Assoc., Inc.**  
**Consulting Engineers**

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51 EAST 6666ORY STREET  
 PENSACOLA FLORIDA 32502  
 PHONE (850) 434-2661

---

\* CERTIFICATE OF AUTHORIZATION NO. 5254  
 \* MECHANICAL ENGINEER: HOWARD M. YONGE, P.E. - FLORIDA REG. NO. 32093  
 \* MECHANICAL ENGINEER: TIMOTHY J. MITCHELL, P.E. - FLORIDA REG. NO. 66792  
 \* ELECTRICAL ENGINEER: ARUN T. VARGHESE, P.E. - FLORIDA REG. NO. 78319



| ELECTRICAL SYMBOL LEGEND                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SYMBOL                                                                            | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|  | LIGHTING FIXTURE. LETTER(S) DENOTE TYPE – SEE LIGHTING FIXTURE SCHEDULE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|  | LIGHTING FIXTURE. LETTER(S) DENOTE TYPE – SEE LIGHTING FIXTURE SCHEDULE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|  | EXIT LIGHT WITH BATTERY. DARKENED QUADRANTS INDICATE ILLUMINATED FACES, ARROWS AS INDICATED. LETTER(S) DENOTE TYPE – SEE LIGHTING FIXTURE SCHEDULE.                                                                                                                                                                                                                                                                                                                                                                                                     |
|  | LIGHTING FIXTURE WITH INTEGRAL BATTERY BACKUP. LETTER(S) DENOTE TYPE – SEE LIGHTING FIXTURE SCHEDULE.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|  | 20 AMP, 120/277 VAC SINGLE POLE TOGGLE SWITCH – FLUSH WALL MOUNTED 48" A.F.F. UNLESS NOTED OTHERWISE. SUBSCRIPT INDICATES AS FOLLOWS:<br>3 – 20 AMP, 120/277 VAC THREE WAY TOGGLE SWITCH<br>4 – 20 AMP, 120/277 VAC FOUR WAY TOGGLE SWITCH<br>M – 30 AMP SWITCH EQUAL TO HUBBELL HBL7832D OR HBL7810D, AS REQUIRED. PROVIDE PHENOLIC LABEL.<br>MO – LOW VOLTAGE MOMENTARY TOGGLE SWITCH EQUAL TO WATTSOPPER LVS-1 FOR "MANUAL ON" CONTROL OF CEILING MOUNTED OCCUPANCY SENSOR.                                                                          |
|  | DUAL TECHNOLOGY CEILING-MOUNTED 360° OCCUPANCY SENSOR, WATTSTOPPER DT-305. SEE LIGHTING CONTROL WIRING DIAGRAM FOR ADDITIONAL INFORMATION. MOUNT AT LOCATION AS INDICATED ON PLANS. DEVICE SHALL BE PROGRAMMED FOR "AUTOMATIC ON" UNLESS INDICATED OTHERWISE. PROGRAM SUCH THAT BOTH TECHNOLOGIES ARE REQUIRED TO TRIGGER LIGHTS "ON" AND EITHER TECHNOLOGY SHALL "HOLD" LIGHTS "ON". TIME DELAY DURATION SHALL BE 30 MINUTES. SEE MANUFACTURERS INSTRUCTIONS FOR APPROPRIATE DIP SWITCH SETTINGS. REFERENCE WIRING DIAGRAM FOR ADDITIONAL INFORMATION. |
|  | POWER PACK RELAY FOR CONTROL OF LIGHTING, EQUAL TO WATTSTOPPER CAT# BZ-150. MOUNT DEVICE IN AN ACCESSIBLE LOCATION.                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|  | PANELBOARD – SEE RESPECTIVE PANELBOARD SCHEDULE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|  | BRANCH CIRCUIT CONDUIT RUN CONCEALED IN WALL OR ABOVE CEILING. ARROWS INDICATE CIRCUIT HOMERUN. HASHMARKS INDICATE NUMBER OF CONDUCTORS. ABSENCE OF HASHMARKS INDICATES TWO CONDUCTORS PLUS GROUND. "A" DENOTES PANELBOARD SERVING CIRCUIT. "1" INDICATES CIRCUIT BREAKER SPACE IN PANELBOARD. SEE RESPECTIVE PANEL CIRCUIT SCHEDULE. MINIMUM CONDUCTOR SIZE = #12 AWG.                                                                                                                                                                                 |
|  | NON-FUSED DISCONNECT, HEAVY DUTY (SAFETY) SWITCH – SIZE AND TYPE AS NOTED. TOP OF SWITCH 6'-6" A.F.F. PROVIDE MECHANICALLY FASTENED PHENOLIC LABEL.                                                                                                                                                                                                                                                                                                                                                                                                     |
|  | 20A, 125 VAC 2P., 3W., GROUNDING TYPE, DUPLEX RECEPTACLE. FLUSH WALL MOUNTED 18" A.F.F. WITH GROUND PIN FACING UP UNLESS NOTED OTHERWISE.                                                                                                                                                                                                                                                                                                                                                                                                               |
|  | INDICATES GROUND FAULT CIRCUIT INTERRUPTING RECEPTACLE. FLUSH WALL MOUNTED 18" A.F.F. WITH GROUND PIN FACING UP UNLESS NOTED OTHERWISE.                                                                                                                                                                                                                                                                                                                                                                                                                 |
| C                                                                                 | INDICATES DEVICE FLUSH MOUNTED 6" ABOVE COUNTERTOP OR IN BACKSPASH.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| WP                                                                                | INDICATES WEATHER RESISTANT WIRING DEVICE WITH WEATHER PROOF IN-USE COVER PLATE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

**SYMBOLS NOTES:** UNLESS OTHERWISE NOTED THE FOLLOWING SHALL APPLY:

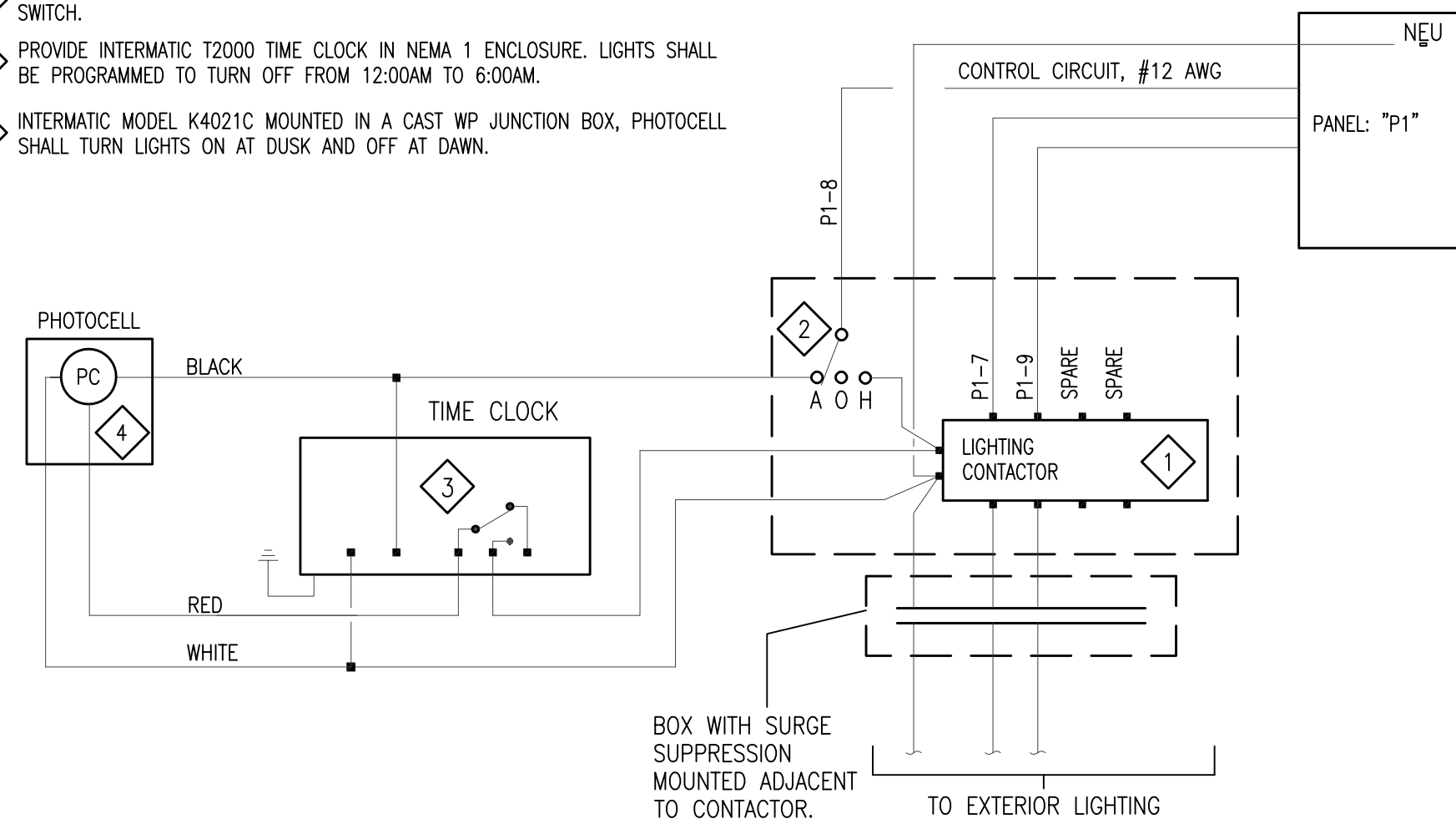
- ALL OUTLETS SHALL BE FLUSH MOUNTED.
- MOUNTING HEIGHTS ARE FROM THE CENTER LINE OF THE DEVICE.
- ALL SINGLE GANG AND TWO GANG DEVICES SHALL USE A 4" SQ. BOX WITH EXTENSION RING.
- ALL MULTI – GANG DEVICES SHALL USE A COMMON COVER PLATE
- COLORS FOR ALL DEVICES (i.e. SWITCHES, RECEPTACLES, TELEPHONE OUTLETS, ETC.) AND THEIR COVER PLATES SHALL BE DETERMINED BY THE ARCHITECT.
- A.F.F. INDICATES MOUNTING HEIGHT ABOVE FINISHED FLOOR.
- DO NOT INSTALL OUTLETS BACK TO BACK.
- PROVIDE INDICATES THE ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL.

THE LIGHTING PACKAGE SUBMITTED FOR CONSTRUCTION SHALL MEET OR EXCEED THE LIGHTING SPECIFICATIONS AND FIXTURE SCHEDULE, AND COMPLY WITH THE DESIGN AND FUNCTIONALITY REQUIREMENTS SHOWN ON THE LIGHTING PLANS, NO EXCEPTIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THEIR LIGHTING PACKAGE IS EQUAL TO THE SPECIFICATIONS AND PLANS PRIOR TO BIDDING. ANY FIXTURE PACKAGE SUBMITTED FOR REVIEW DURING THE CONSTRUCTION PHASE THAT IS NOT EQUAL TO THE SPECIFICATIONS AND PLANS WILL BE REJECTED. THE ACCEPTANCE OF AN EQUAL PACKAGE SHALL BE AT THE SOLE DISCRETION OF THE ARCHITECT AND ENGINEER. **ANY ADDITIONAL COSTS INCURRED BY BRINGING AN INFERIOR LIGHTING PACKAGE UP TO THE STANDARDS OF THE SPECIFICATIONS AND PLANS DUE TO LACK OF QUALITY AND/OR COMPLIANCE SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THEIR LIGHTING SUPPLIER.** THESE REQUIREMENTS SHALL ALSO BE INCLUSIVE OF ALL LIGHTING CONTROL SYSTEMS.

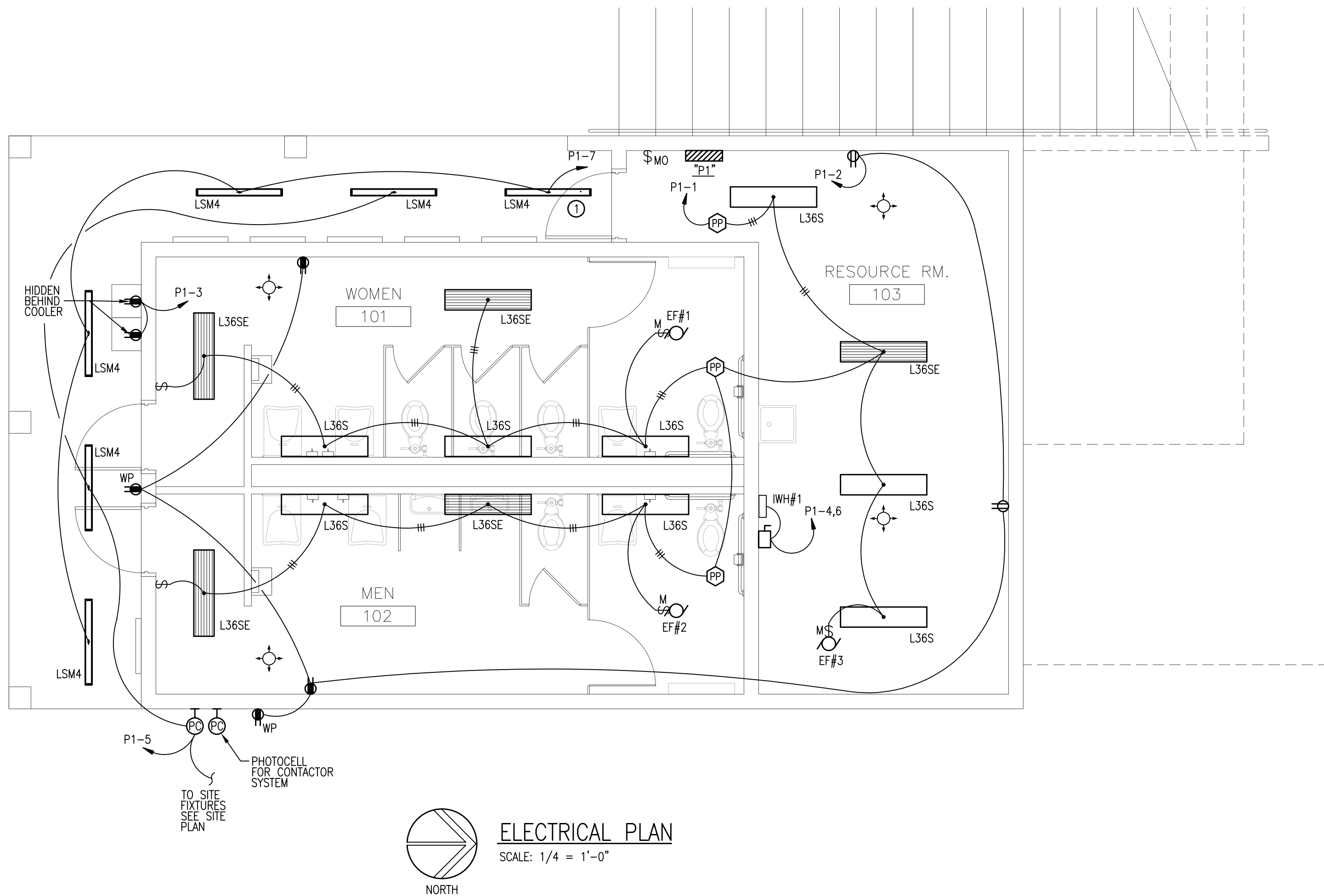
| MARK       | #                    | LAMPS       |         | MOUNTING             | MANUFACTURER AND CATALOG NUMBER                                                         |
|------------|----------------------|-------------|---------|----------------------|-----------------------------------------------------------------------------------------|
|            |                      | WATTS       | TYPE    |                      |                                                                                         |
| HB         | FURNISHED W/ FIXTURE | 53          | LED 40K | SURFACE WALL 8"Ø AFG | GARCO PWS-140L-1150-NWC2-3-UNV-F1-FINISH                                                |
| HD         | FURNISHED W/ FIXTURE | 9           | LED 40K | RECESSED SOFFIT      | PHILIPS 6R-N/C6L-10-8-40-M-Z10-U/C6-R-DL-CC                                             |
| L36S L36SE | FURNISHED W/ FIXTURE | 31          | LED 35K | SURFACE CEILING      | HE WILLIAMS AXV-4-L36-8-35K-WPC/EM<br>HE WILLIAMS AXV-4-L36-8-35K-WPC-EM/10WLP          |
| PL         | FURNISHED W/ FIXTURE | 54 PER HEAD | LED 40K | POLE 12"Ø AFG        | LUME DOS-55W32LED4K-T-LE4F-120-CLO-DBF-2-FINISH<br>POLE: RA61-F-12-(CN15-2)-TBC1-FINISH |
| WW         | FURNISHED W/ FIXTURE | 9           | LED 40K | RECESSED SOFFIT      | PHILIPS C6RW/C6L-10-8-40-M-UNV/C6-R-WW-CC                                               |
| LSM4       | FURNISHED W/ FIXTURE | 28.3        | LED 40K | SURFACE CANOPY       | FINELITE HP-4-WL-SM-4"-835-F-(VOLTAGE)-SC-C4                                            |
| SL1        | FURNISHED W/ FIXTURE | 15          | LED 40K | RECESSED STEP LIGHT  | FC LTC FCSL240-UNV-LED-4K-30S-CR85-(FINISH)                                             |
| SL2        | FURNISHED W/ FIXTURE | 10          | LED 40K | RECESSED STEP LIGHT  | FC LTC FCSL1502-UNV-LED4K-530-CR85-SS-XX                                                |

[illegible]

- 1 CUTLER HAMMER CLASS ECLO3 ELECTRICALLY HELD LIGHTING CONTACTOR IN NEMA 1 ENCLOSURE. ECLO3-C14AA-S3. PROVIDE NAMEPLATE.
- 2 3-POSITION selector SWITCH INTEGRAL TO CONTACTOR ENCLOSURE DOOR. LABEL SWITCH.
- 3 PROVIDE INTERMATIC T2000 TIME CLOCK IN NEMA 1 ENCLOSURE. LIGHTS SHALL BE PROGRAMMED TO TURN OFF FROM 12:00AM TO 6:00AM.
- 4 INTERMATIC MODEL K4021C MOUNTED IN A CAST WP JUNCTION BOX, PHOTOCELL SHALL TURN LIGHTS ON AT DUSK AND OFF AT DAWN.



NOT TO SCALE



① ROUTE HOMERUN THROUGH LIGHTING CONTACTOR. SEE  
DETAIL.

SCALE: 1/4" = 1'-0"

JENKINS ENGINEERING, INC.

1234 AIRPORT ROAD, SUITE 126  
DESTIN, FLORIDA 32541  
PHONE 850.837.2448  
FAX 850.837.2450

JEICIVIL.COM  
C.O.A. NO. 9927

100% DESIGN REVIEW SET  
NOT FOR CONSTRUCTION

[illegible]

ROYAL MELVIN PARK  
US HIGHWAY 98  
DESTIN • FLORIDA

NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

JOB: 19047  
DATE: MAY 31, 2019  
DESIGNED: ATV  
DRAWN: ATV

BAR IS ONE INCH ON ORIGINAL

0 1"

IF NOT ONE INCH ON THIS SHEET  
ADJUST SCALES ACCORDINGLY

DRAWING NUMBER

SHEET NUMBER

E 1 1

H.M. Yonge & Assoc., Inc  
Consulting Engineers

19-047

51 EAST GREGORY STREET  
PENSACOLA, FLORIDA 32507  
PHONE: (850) 434-2661

- \* CERTIFICATE OF AUTHORIZATION NO.: 5254
- \* MECHANICAL ENGINEER: HOWARD M. YONGE, P.E. - FLORIDA REG. NO. 32093
- \* MECHANICAL ENGINEER: TIMOTHY J. MITCHELL, P.E. - FLORIDA REG. NO. 6679
- \* ELECTRICAL ENGINEER: ARUN T. VARGHESE, P.E. - FLORIDA REG. NO. 76315



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File: H:\Jobs\_Active\19047 Royal Melvin Park\19047RM1.dwg - Last Saved: 4/30/2019 12:15 PM by T Mitchell

| FAN SCHEDULE |           |           |         |            |                 |                   |                |           |                 |    |       |              |               |
|--------------|-----------|-----------|---------|------------|-----------------|-------------------|----------------|-----------|-----------------|----|-------|--------------|---------------|
| FAN NO.      | CFM TOTAL | TSP IN WC | MAX RPM | TYPE DRIVE | TYPE FAN        | CONTROL WITH      | MOTOR HP/WATTS | MAX SONES | ELECTRICAL DATA |    |       | FAN SERVICE  | REMARKS       |
|              |           |           |         |            |                 |                   |                |           | VOLTS           | Hz | PHASE |              |               |
| EF#1         | 400       | 0.375     | 785     | DIRECT     | CEILING MOUNTED | LIGHTING CONTROLS | 350 W          | 2.5       | 120             | 60 | 1     | WOMEN'S 101  | NOTES 1, 2, 3 |
| EF#2         | 400       | 0.375     | 785     | DIRECT     | CEILING MOUNTED | LIGHTING CONTROLS | 350 W          | 2.5       | 120             | 60 | 1     | MEN'S 102    | NOTES 1, 2, 3 |
| EF#3         | 400       | 0.375     | 785     | DIRECT     | CEILING MOUNTED | LIGHTING CONTROLS | 350 W          | 2.5       | 120             | 60 | 1     | RESOURCE 103 | NOTES 1, 2, 3 |

NOTES:  
1. BASIS OF DESIGN - GREENHECK MODEL SP.  
2. PROVIDE WITH BACKDRAFT DAMPER  
3. PROVIDE WITH SPEED CONTROLLER

MECHANICAL SPECIFICATIONS

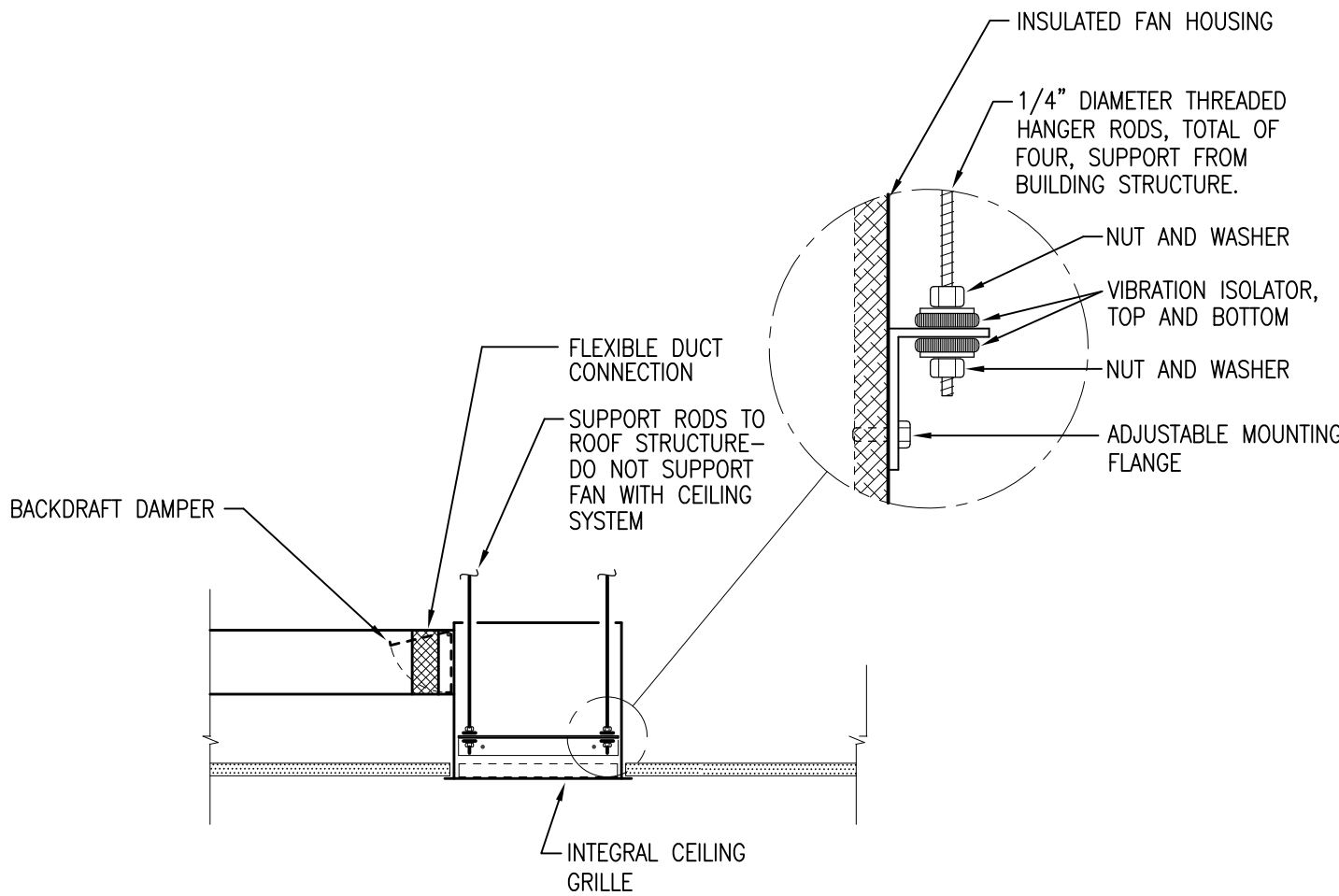
DUCTWORK SHALL BE G90 GALVANIZED STEEL CONSTRUCTED IN ACCORDANCE WITH SMACNA STANDARDS.

EXHAUST FANS SHALL BE EQUAL TO THE BASIS OF DESIGN.

EXTERIOR LOUVERS SHALL BE AMCA 540 AND 550 LISTED RUSKIN EME632SD OR EQUAL WITH VALID FLORIDA NOA NUMBER.

TEST AND BALANCE OF THE AIR DISTRIBUTION SHALL BE PERFORMED BY AN AGENCY CERTIFIED BY THE AABC OR NEBB. THE REPORT SHALL BE SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL.

APPLICABLE CODES: FLORIDA MECHANICAL CODE (2017 ED. WITH ALL SUPPLEMENTS) AND THE FLORIDA BUILDING CODE (2017 ED. WITH ALL SUPPLEMENTS).



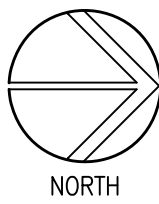
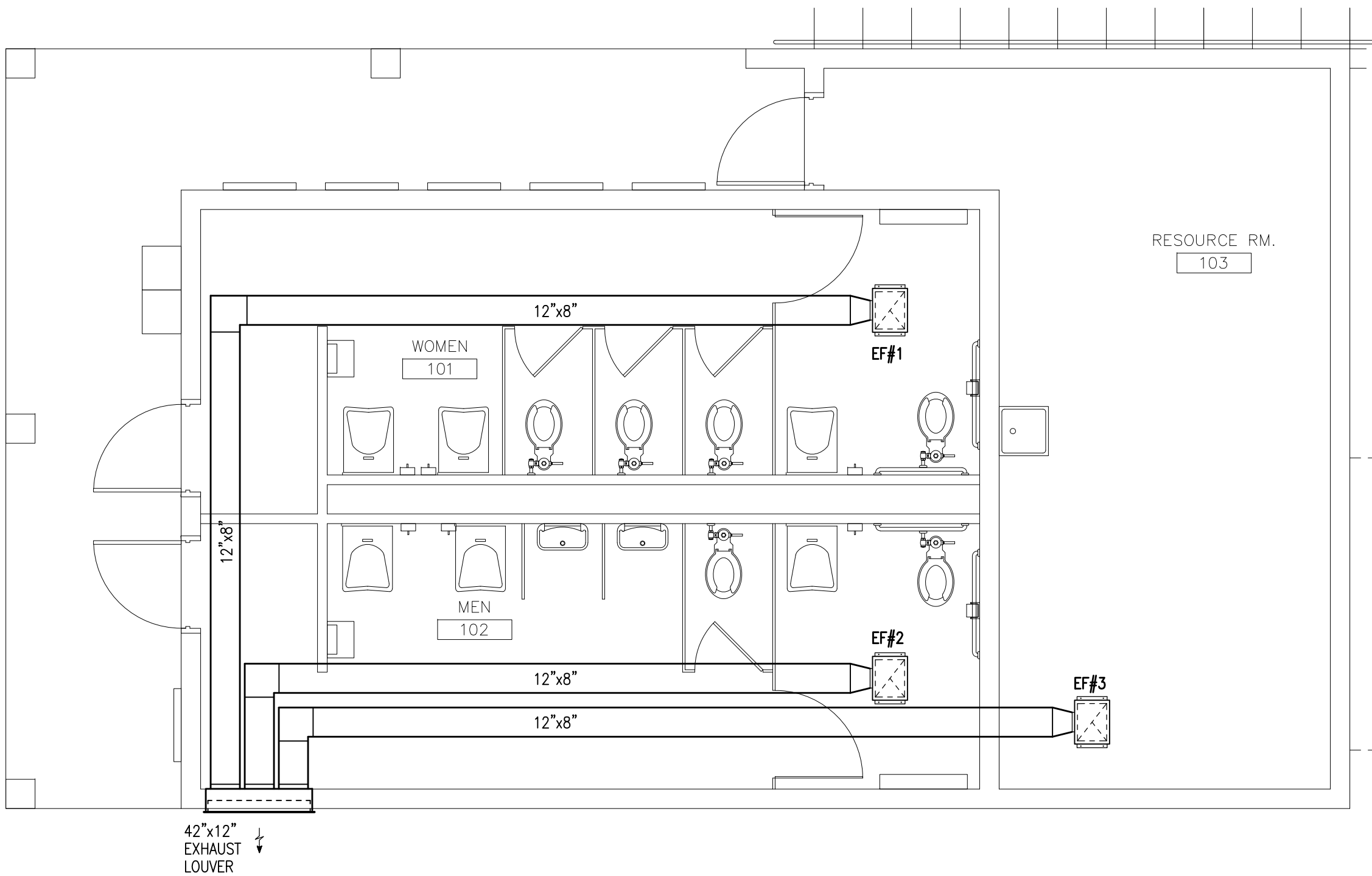
NOTE: SEE FLOOR PLANS FOR LOCATION OF SPEED CONTROLLERS.

CEILING EXHAUST FAN DETAIL

NOT TO SCALE

MECHANICAL LEGEND:

- THERMOSTAT/SENSOR
- 90° ELBOW WITH TURNING VANES
- SPIN-IN TAP FITTING W/SCOOP & DAMPER
- METAL DUCT TO FLEX DUCT TRANSITION
- SUPPLY DUCT IN SECTION
- RETURN AIR DUCT IN SECTION
- CEILING MOUNTED EXHAUST FAN
- EXHAUST REGISTER
- EF EXHAUST FAN
- CFM CUBIC FEET PER MINUTE



HVAC FLOOR PLAN

SCALE: 1/4" = 1'-0"

H.M. Yonge & Assoc., Inc.  
Consulting Engineers

51 EAST GREGORY STREET  
PENSACOLA, FLORIDA 32502  
PHONE: (850) 434-2661

CERTIFICATE OF AUTHORIZATION NO.: 5234

MECHANICAL ENGINEER: HOWARD M. YONGE, P.E. - FLORIDA REG. NO. 32093

MECHANICAL ENGINEER: TIMOTHY J. MITCHELL, P.E. - FLORIDA REG. NO. 66792

ELECTRICAL ENGINEER: ARUN T. VARDHESI, P.E. - FLORIDA REG. NO. 76315

19-047

JOB: 19047  
DATE: MAY 3, 2019  
DESIGNED: TJM  
DRAWN: TJM

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

DRAWING NUMBER

SHEET NUMBER  
M1.1

ROYAL MELVIN PARK  
US HIGHWAY 98  
DESTIN • FLORIDA

NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

DESCRIPTION

REV DATE

BY

60% DESIGN REVIEW SET  
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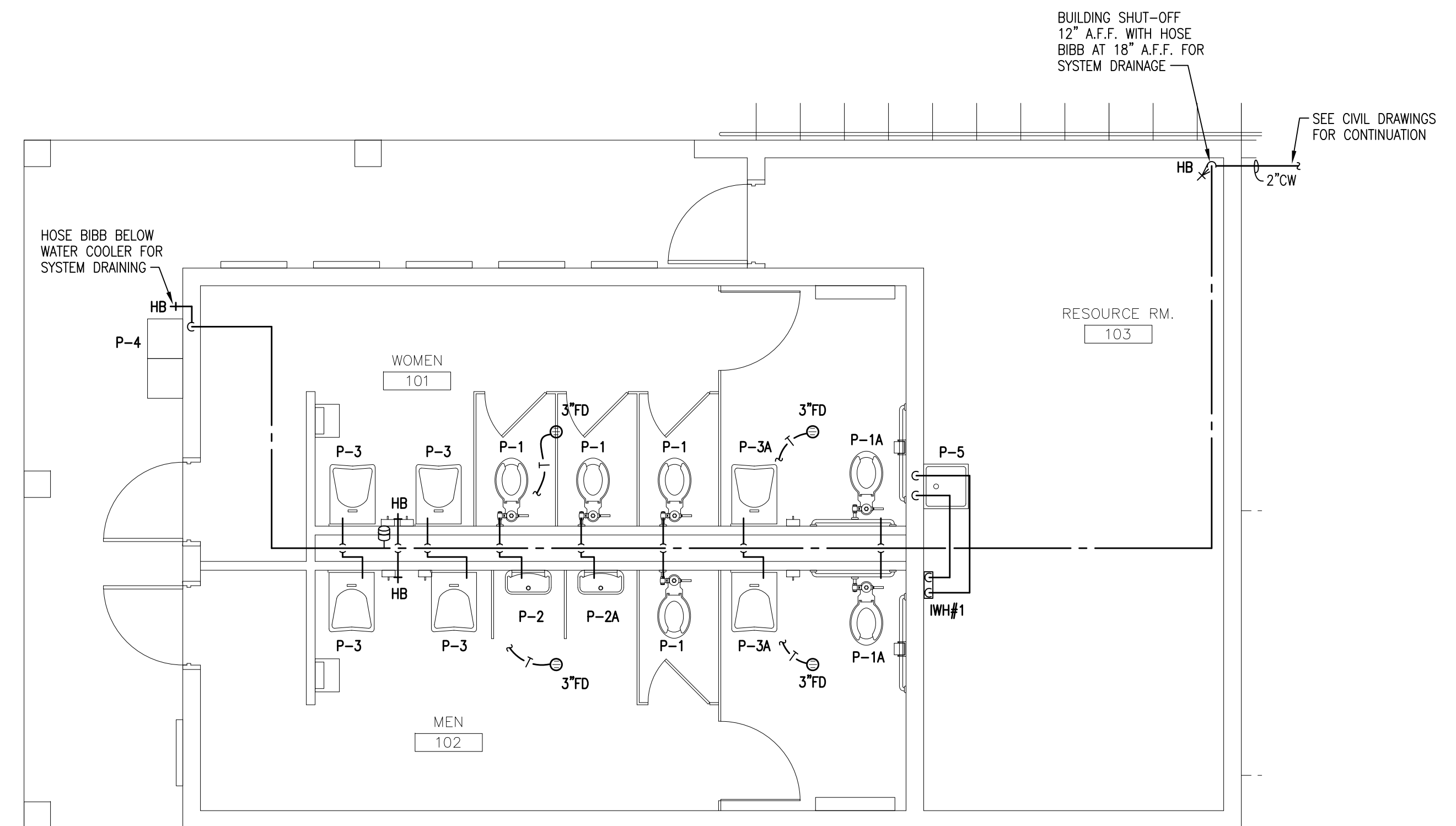
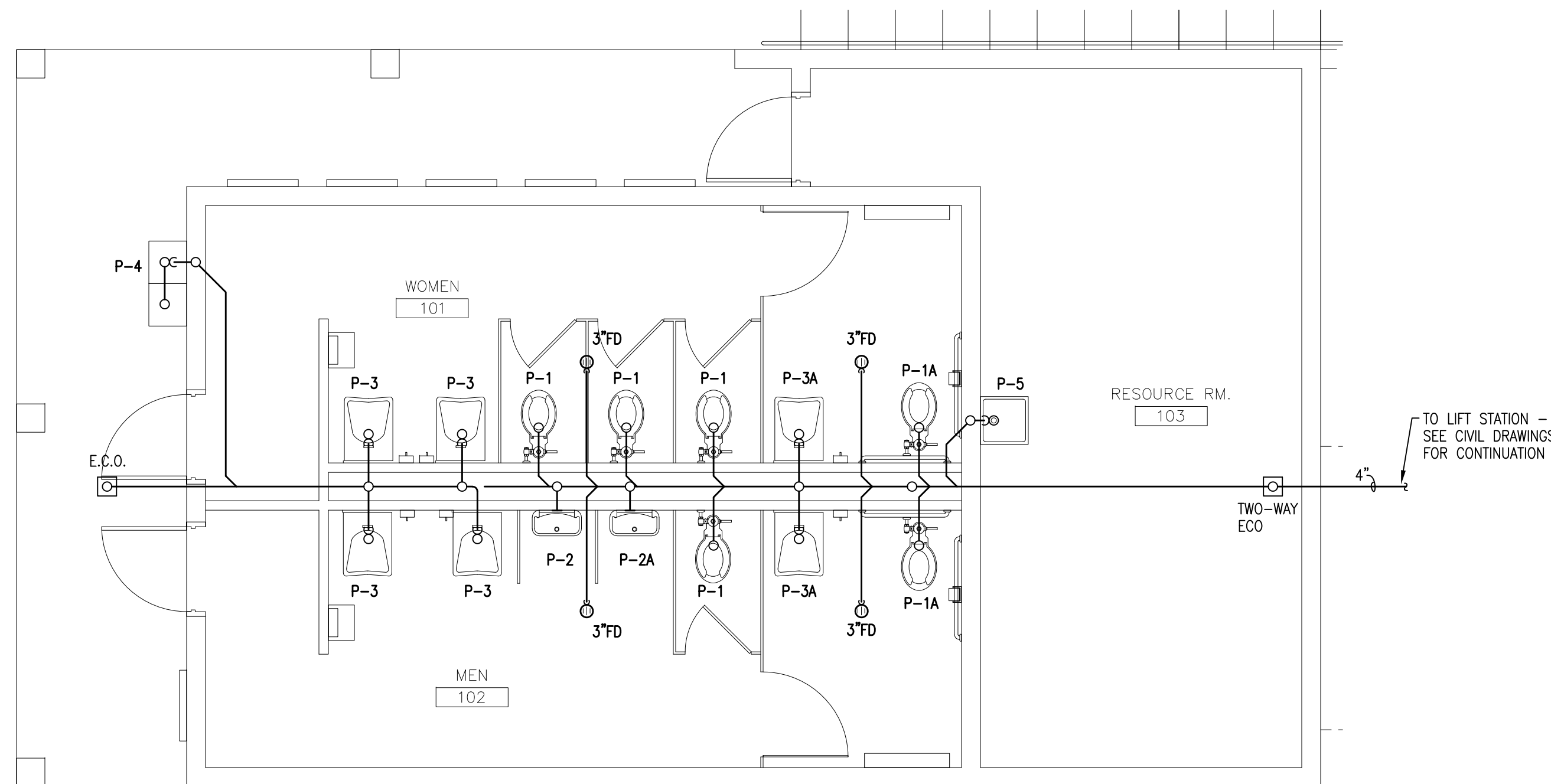
JENKINS ENGINEERING, INC.  
1234 AIRPORT ROAD, SUITE 126  
DESTIN, FLORIDA 32541  
PHONE: (850) 837-2446  
FAX: (850) 837-2450

121 HART STREET  
DESTIN, FLORIDA 32576  
PHONE: (850) 837-1411  
FAX: (850) 729-2460

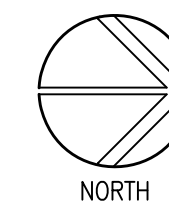
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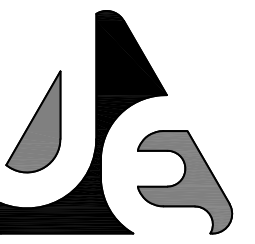




WASTE PIPING FLOOR PLAN  
SCALE: 1/4" = 1'-0"



WATER PIPING FLOOR PLAN  
SCALE: 1/4" = 1'-0"



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1234 AIRPORT ROAD, SUITE 126  
DESTIN, FLORIDA 32541  
PHONE 850.837.2448  
FAX 850.837.2450

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50% DESIGN REVIEW SET  
NOT FOR CONSTRUCTION

[illegible]

ROYAL MELVIN PARK  
US HIGHWAY 98  
DESTIN • FLORIDA

NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

|           |             |
|-----------|-------------|
| DOB:      | 19047       |
| DATE:     | MAY 3, 2019 |
| DESIGNED: | TJM         |
| DRAWN:    | TJM         |

BAR IS ONE INCH ON ORIGINAL

0 1"

NOT ONE INCH ON THIS SHEET  
ADJUST SCALES ACCORDINGLY

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P1.1

19-047

**H.M. Yonge & Assoc., Inc.**  
**Consulting Engineers**

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# STRUCTURAL PLANS

206 HARBOR BLVD  
DESTIN, FLORIDA 32541

## STRUCTURAL NOTES AND SPECIFICATIONS

### GENERAL NOTES

- CODES
  - FLORIDA BUILDING CODE (LATEST EDITION)
  - AMERICAN WOOD COUNCIL, NDS FOR WOOD CONSTRUCTION (LATEST EDITION)
  - AMERICAN CONCRETE INSTITUTE, BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE (ACI 318)
  - AMERICAN CONCRETE INSTITUTE, BUILDING CODE REQUIREMENTS FOR MASONRY CONSTRUCTION (ACI 531)
  - CONCRETE REINFORCING STEEL INSTITUTE, PLACING REINFORCING BARS (LATEST EDITION)
  - AMERICAN INSTITUTE OF STEEL CONSTRUCTION, MANUAL OF STEEL CONSTRUCTION (LATEST EDITION)
  - AWS STRUCTURAL WELDING CODE, (LATEST EDITION)
- LOADING
  - GRAVITY LOADS
    - DEAD
      - FLOOR - 40PSF
      - BALCONIES - 60PSF
      - STAIRS - 100PSF
    - LIVE LOADING
      - FLOOR - 40PSF
      - BALCONIES - 60PSF
      - STAIRS - 100PSF
  - ROOF LIVE
    - 20PSF
  - WIND LOADING
    - SEE CHART, THIS PAGE
- SHUTTERS OR IMPACT RESISTANT GLAZING SHALL HAVE FLORIDA PRODUCT APPROVAL NUMBER.
- SHOULD A CONFLICT OCCUR IN THE INTERPRETATION OF THE CODES ABOVE, THE CONTRACT DOCUMENTS SHALL GOVERN. SHOULD A CONFLICT OCCUR IN THE CONTRACT DOCUMENTS, THE STRICTEST INTERPRETATION SHALL GOVERN.
- VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS PRIOR TO COMMENCEMENT OF WORK. NOTIFY STRUCTURAL ENGINEER OF ANY DISCREPANCY.
- COORDINATE STRUCTURAL CONTRACT DRAWINGS WITH ARCHITECTURAL, MEP, AND CIVIL. NOTIFY STRUCTURAL ENGINEER OF ANY CONFLICT AND/OR OMISSION.
- DO NOT SCALE THESE DRAWINGS FOR DIMENSIONS NOT GIVEN.
- ALL SECTIONS OR DETAILS SHOULD BE CONSIDERED TYPICAL AND SHALL APPLY TO ALL SIMILAR AND LIKE CONDITIONS.
- SUBMIT SHOP DRAWINGS DETAILING STRUCTURAL ELEMENTS AND CONNECTIONS SHOWN IN THE CONTRACT DOCUMENTS AND CONTAINING THE CONTRACTOR'S INTERPRETATION OF THE DESIGN LOADS AND DETAILS. REVIEW OF SUBMITTALS DOES NOT RELIEVE THE CONTRACTOR OF FULL RESPONSIBILITY FOR COMPLIANCE WITH ALL APPLICABLE JURISDICTIONAL BUILDING CODES.
- INSPECTIONS
  - CONTRACTOR SHALL NOTIFY THE STRUCTURAL ENGINEER TO PERFORM STRUCTURAL INSPECTIONS PRIOR TO PLACING CONCRETE OR COVERING STRUCTURAL MEMBERS OR CONNECTIONS.
  - CONTRACTOR SHALL NOTIFY STRUCTURAL ENGINEER AT LEAST 48 HOURS IN ADVANCE OF A NECESSARY INSPECTION.
  - TYPICAL INSPECTION SCHEDULE:
    - FOOTING PRE-POUR
    - STEM WALLS PRE-POUR
    - SLAB PRE-POUR
    - FIRST FLOOR FRAMING
    - WALL FRAMING INSPECTION, INCLUDING HOLD-DOWNS, STRAPPING, AND SHEAR WALLS IN PLACE.
    - ENGINEER'S FINAL CERTIFICATION

### FOUNDATION NOTES

- FOUNDATIONS AND SLAB ON GRADE
  - DESIGN ASSUMES MINIMUM SOIL BEARING CAPACITY OF 2000 PSF. GEOTECHNICAL DATA WAS PROVIDED TO STRUCTURAL ENGINEER BY ARDAMAN & ASSOCIATES, INC. REFERENCE ARDAMAN & ASSOCIATES, INC. REPORT DATED NOVEMBER 6, 2008. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF SITE COMPLIANCE WITH THIS REQUIREMENT.
  - FOOTING DIMENSIONS ON PLAN SHALL BE CONSIDERED MINIMUMS.
  - STRUCTURAL ENGINEER SHALL BE NOTIFIED OF ANY CHANGES IN FOUNDATION ELEVATION.
  - TERMITE TREATMENT
    - TERMITE PROTECTION SHALL BE INSTALLED PER THE 2017 FLORIDA BUILDING CODE. THESE TREATMENTS SHALL BE LABELED AS A PREVENTATIVE TREATMENT TO NEW CONSTRUCTION.
  - FOOTING CONCRETE SHALL NOT BE PLACED IN STANDING WATER.
  - FOUNDATION WALLS SHALL BE BACKFILLED UNIFORMLY TO PREVENT OVERTURNING.

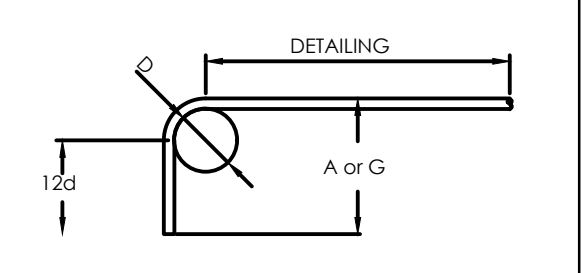
### CONCRETE NOTES

- CONCRETE
  - ALL DETAILS SHOWN SHALL BE CONSIDERED TYPICAL.
  - CONCRETE OPERATIONS SHALL COMPLY WITH ALL APPLICABLE DESIGN CRITERIA LISTED ABOVE.
  - CONCRETE COMPRESSIVE STRENGTH - 3000 PSI MINIMUM AT 28 DAYS UNLESS OTHERWISE SPECIFIED.
  - REINFORCEMENT BARS - ASTM A615 GRADE 60 MINIMUM
  - CONTINUOUS REINFORCING BARS SHALL HAVE BASIC CLASS "C" TENSION LAPS AT ALL CORNERS AND WALL INTERSECTIONS.
  - WELDED WIRE FABRIC (W.W.F.) - ASTM A185
  - PLACING ACCESSORIES FOR REINFORCEMENT BARS SHALL BE IN ACCORDANCE WITH ACI STANDARDS.
  - PROPOSED MATERIALS AND MIX DESIGNS SHALL BE DOCUMENTED AND REVIEWED BY THE QC LABORATORY. RESPONSIBILITY FOR OBTAINING REQUIRED DESIGN STRENGTH IS THE CONTRACTOR'S RESPONSIBILITY.
  - MINIMUM CONCRETE REINFORCEMENT COVER FOR FOOTING CONCRETE SHALL BE:
    - 3" BOTTOM AND SIDES.
  - MINIMUM CONCRETE REINFORCEMENT COVER FOR SLAB CONCRETE SHALL BE:
    - 3" BOTTOM AND SIDES
    - ¾" TOP
  - SLAB ON GRADE CONCRETE SHALL BE:
    - 4" MINIMUM THICKNESS WITH WWF 6X6, W1.4XW1.4, UNLESS OTHERWISE NOTED
    - SLAB SHALL BE PLACED OVER 6 MIL VAPOR BARRIER.
  - ANCHOR BOLTS IN CMU BLOCK OR CONCRETE FOUNDATIONS SHALL CONFORM TO ASTM A36 AND A307 AND BE ½" DIAMETER WITH
  - DO NOT PLACE PIPES EXCEEDING 1/3 THE SLAB OR WALL THICKNESS UNLESS SPECIFICALLY SHOWN AND DETAILED ON THESE STRUCTURAL DRAWINGS.
  - DOWELS SHALL BE PLACED IN FOUNDATION CONCRETE AT SAME SPACING, SIZE, AND NUMBER AS THEIR MATCHING VERTICAL REINFORCEMENT, UNLESS OTHERWISE NOTED. WET STICKING OF DOWELS SHALL NOT BE PERMITTED.
  - EPOXY OR EXPANSION ANCHORS MAY NOT BE USED AS A SUBSTITUTION WITHOUT ADVANCE WRITTEN APPROVAL BY THE STRUCTURAL ENGINEER.
  - ARCHITECTURAL DRAWINGS SHALL BE CONSULTED FOR GROOVES, CLIPS, RELIEFS, OR OTHER DETAILS PRIOR TO PLACEMENT.
  - CONSTRUCTION JOINT LOCATIONS SHALL BE APPROVED BY THE STRUCTURAL ENGINEER.
  - CONCRETE PLACEMENT DEFECTS, INCLUDING SPALLS, FORM TIE KNOCKOUTS, HONEYCOMBING, OR CRACKS SHALL BE REPAIRED UTILIZING APPROPRATE METHODS AND FOLLOWING PRODUCT MANUFACTURER'S RECOMMENDATIONS.
- MASONRY
  - ALL DETAILS SHOWN SHALL BE CONSIDERED TYPICAL.
  - CONCRETE MASONRY UNITS SHALL CONFORM TO ASTM C90 AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 1500PSI.
  - MORTAR FOR MASONRY OPERATIONS SHALL COMPLY WITH ASTM C270, TYPE "M" OR TYPE "S".
  - GROUT FOR MASONRY OPERATIONS SHALL COMPLY WITH ASTM C476 AND HAVE A MINIMUM 2500 PSI AT 28 DAYS USING ASTM C1019 TEST METHODS.
  - INFILL CONCRETE COMPRESSIVE STRENGTH - 3000 PSI MINIMUM AT 28 DAYS.
  - ALL BLOCK SHALL BE FILLED. MAXIMUM INFILL LIFTS SHALL BE 4 FEET.
  - MINIMUM REINFORCEMENT FOR VERTICAL WALLS SHALL BE #5 REBAR @ 32" O/C SPACING UNLESS OTHERWISE NOTED.
  - HORIZONTAL JOINT REINFORCEMENT SHALL BE REQUIRED.
  - WET STICKING OF DOWELS SHALL NOT BE PERMITTED.

| WIND LOADING NOTES:                                                                                        |                   |      |                      |            |                 |      |        |
|------------------------------------------------------------------------------------------------------------|-------------------|------|----------------------|------------|-----------------|------|--------|
| 1. GOVERNING CODE                                                                                          |                   |      |                      | ASCE 7-10  |                 |      |        |
| 2. BASIC WIND SPEED - V                                                                                    |                   |      |                      | 150 MPH    |                 |      |        |
| 3. ENCLOSURE CLASIFICATION                                                                                 |                   |      |                      | ENCLOSED   |                 |      |        |
| 4. WIND IMPORTANCE FACTOR                                                                                  |                   |      |                      | 1.0        |                 |      |        |
| 5. BUILDING RISK CATEGORY                                                                                  |                   |      |                      | II         |                 |      |        |
| 6. WIND EXPOSURE CATEGORY                                                                                  |                   |      |                      | D          |                 |      |        |
| 8. INTERNAL PRESSURE COEFFICIENT                                                                           |                   |      |                      | ± 0.18     |                 |      |        |
| 8. CORNER DISTANCE                                                                                         |                   |      |                      | a = 3.0 ft |                 |      |        |
| 9. COMPONENTS AND CLADDING SHALL BE DESIGNED AND INSTALLED BY OTHERS TO COMPLY WITH FBC, 2017 RESIDENTIAL. |                   |      |                      |            |                 |      |        |
| MAIN WIND FORCE RESISTING SYSTEM (MWFRS)                                                                   |                   |      |                      |            |                 |      |        |
|                                                                                                            | INTERIOR ZONE     |      |                      | END ZONE   |                 |      |        |
| WALLS                                                                                                      | ± 29.3            |      |                      | ± 39.8     |                 |      |        |
| ROOF                                                                                                       | ± 25.7            |      |                      | ± 44.9     |                 |      |        |
| COMPONENTS AND CLADDING                                                                                    |                   |      |                      |            |                 |      |        |
| ROOF LOADING (PSF)                                                                                         |                   |      |                      |            |                 |      |        |
| TRIBUTARY AREA                                                                                             | ZONE 1 (INTERIOR) |      | ZONE 2 (EDGE)        |            | ZONE 3 (CORNER) |      |        |
|                                                                                                            | (FT²)             | (+)  | (-)                  | (+)        | (-)             | (+)  | (-)    |
|                                                                                                            | 10                | 24.2 | -59.5                | 24.2       | -99.9           | 24.2 | -150.3 |
|                                                                                                            | 20                | 22.7 | -58.0                | 22.7       | -89.2           | 22.7 | -124.5 |
|                                                                                                            | 100               | 19.2 | -54.5                | 19.2       | -64.6           | 19.2 | -64.6  |
| WALL LOADING (PSF)                                                                                         |                   |      |                      |            |                 |      |        |
| TRIBUTARY AREA                                                                                             | ZONE 4 (INTERIOR) |      | ZONE 5 (EDGE/CORNER) |            |                 |      |        |
|                                                                                                            | (FT²)             | (+)  | (-)                  | (+)        | (-)             |      |        |
|                                                                                                            | 10                | 54.5 | -51.0                | 54.5       | -56.6           |      |        |
|                                                                                                            | 20                | 52.1 | -56.6                | 52.1       | -67.8           |      |        |
|                                                                                                            | 100               | 46.5 | -59.0                | 46.5       | -72.6           |      |        |

| MINIMUM LAP SPLICE LENGTH (IN.)<br>3000 PSI CONCRETE          |       |       |       |       |       |       |
|---------------------------------------------------------------|-------|-------|-------|-------|-------|-------|
|                                                               | No. 3 | No. 4 | No. 5 | No. 6 | No. 7 | No. 8 |
|                                                               | 22    | 29    | 36    | 43    | 63    | 72    |
| MINIMUM LAP SPLICE LENGTH (IN.)<br>1500 PSI NORMAL WEIGHT CMU |       |       |       |       |       |       |
| 6" CMU WALL                                                   | 19    | 25    | 39    | 81    | NA    | NA    |
| 8" CMU WALL                                                   | 19    | 25    | 31    | 57    | 79    | 113   |
| 12" CMU WALL                                                  | 19    | 25    | 31    | 53    | 61    | 75    |

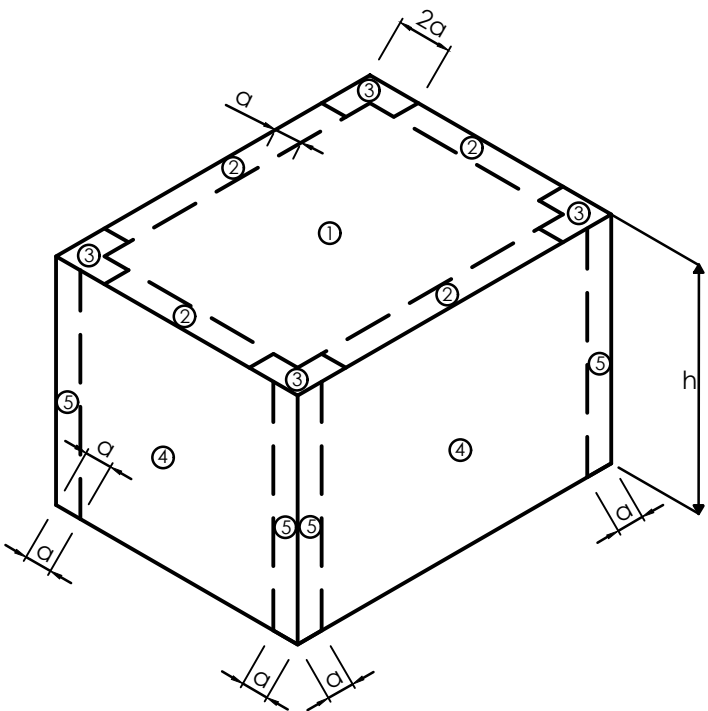
| RECOMMENDED END HOOKS ANCHORAGE LENGTH (IN.)<br>3000 PSI CONCRETE |       |       |       |       |       |       |
|-------------------------------------------------------------------|-------|-------|-------|-------|-------|-------|
|                                                                   | No. 3 | No. 4 | No. 5 | No. 6 | No. 7 | No. 8 |
| D                                                                 | 2.25  | 3.00  | 3.75  | 4.50  | 5.25  | 6.00  |
| A or G                                                            | 6     | 8     | 10    | 12    | 14    | 16    |



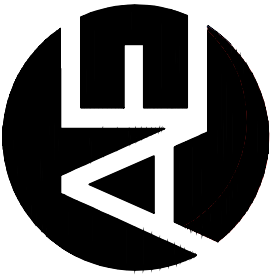
### Copyright Notice

All original papers and documents, computer aided drafting files and copies thereof, produced for this project remain the property of Anderson Engineering, Inc. Any unauthorized use of these documents by the client or 3rd parties is prohibited.

Anderson Engineering, Inc has made every attempt to ensure the most accurate set of plans possible for this project. However, human error can still occur. It is the contractor's responsibility to ensure the dimensions, details, and site conditions match what is depicted on these plans. Anderson Engineering, Inc is ready and willing to assist with any situation that requires further review, adaptation, or interpretation during the construction phase.



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| REVISIONS                                   |             |    |      | DRAWINGS INFO. |             |             |            |
|---------------------------------------------|-------------|----|------|----------------|-------------|-------------|------------|
| NO.                                         | DESCRIPTION | BY | DATE | DRAWN BY:      | CHECK BY:   | LICENSE NO. | DATE:      |
|                                             |             |    |      |                | AMM         | PE-78963    | 05/08/2019 |
|                                             |             |    |      |                |             |             | N/A        |
|                                             |             |    |      |                | FIELD BOOK: |             | 19FL70044  |
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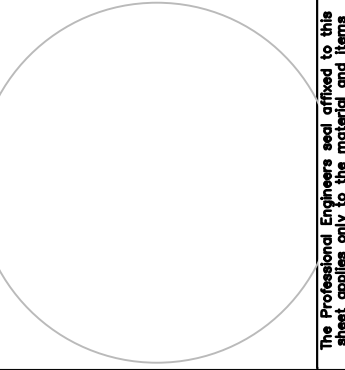
PIAZZA DESIGN ARCHITECTS, LLC  
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SANTA ROSA BEACH, FL 32459

TITLE PAGE / GENERAL NOTES

ROYAL MELVIN PARK  
206 HARBOR BLVD  
DESTIN, FLORIDA 32541

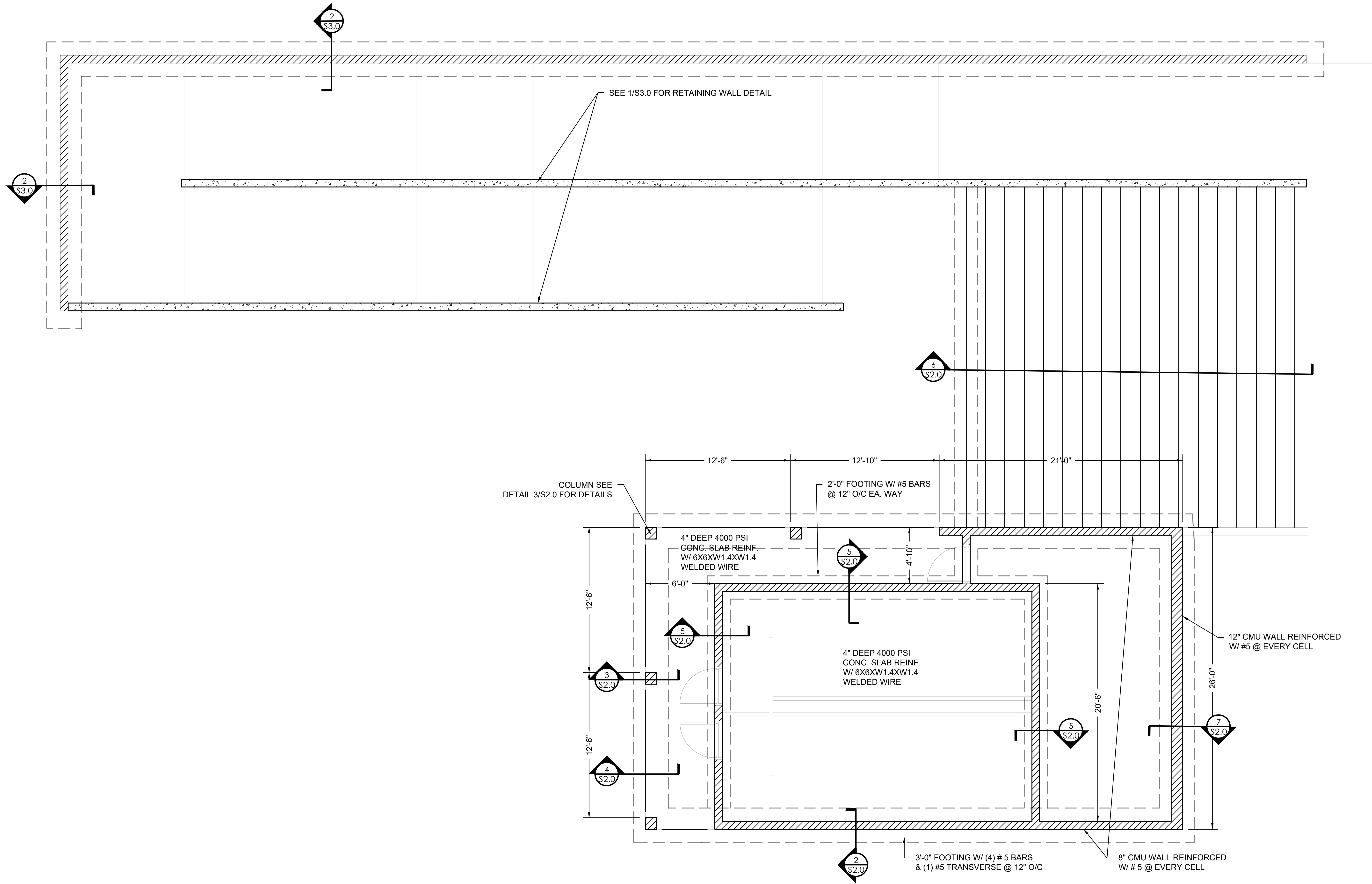
DRAWING NO.  
19FL70044

SHEET NUMBER  
S0.0



The Professional Engineer and Architect seal of the State of Florida is required for all drawings. The seal of the State of Florida is required for all drawings. The seal of the State of Florida is required for all drawings.





**1**  
**S1.0** **FOUNDATION PLAN**  
SCALE: 1/4"=1'-0"

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**FOUNDATION PLAN**

ROYAL MELVIN PARK  
206 HARBOR BLVD  
DESTIN, FLORIDA 32541

The Professional Engineer and Architect seal and stamp are required for all drawings. The Professional Engineer and Architect seal and stamp are required for all drawings. The Professional Engineer and Architect seal and stamp are required for all drawings.

DRAWING NO.  
**19FL70044**

SHEET NUMBER  
**S1.0**

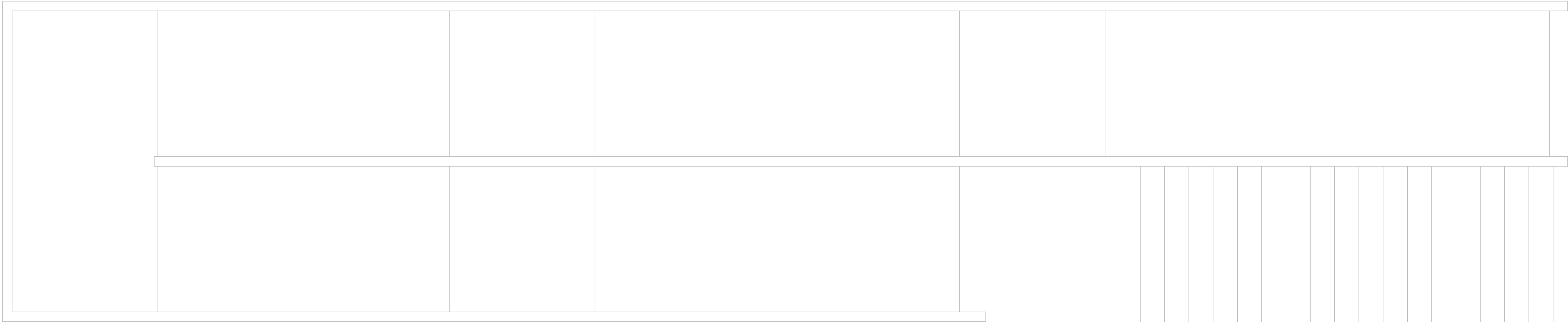
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|           |             | FIELD BOOK:   | N/A        |
|           |             | JOB NUMBER:   | 19FL70044  |

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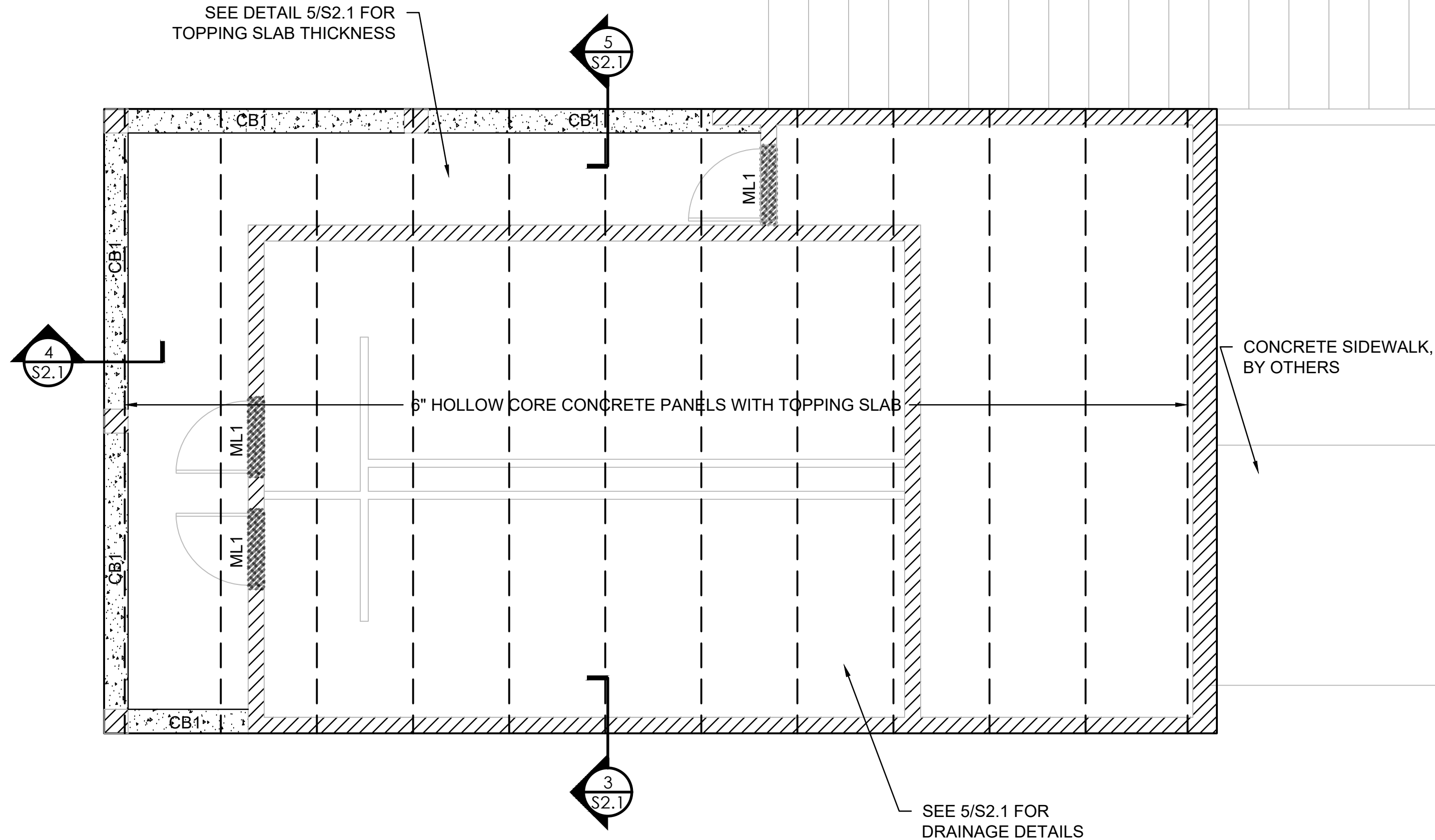
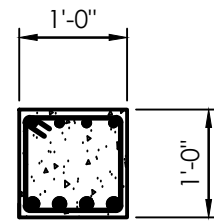




| MASONRY LINTEL SCHEDULE |                                                     |
|-------------------------|-----------------------------------------------------|
| ML1                     | 8F8-1B CAST-CRETE MASONRY LINTEL OR APPROVED EQUAL. |

| CONCRETE BEAM LEGEND |                                                                                                                   |
|----------------------|-------------------------------------------------------------------------------------------------------------------|
| CB1                  | 12"X12" CONCRETE BEAM W/ (4) # 5 TOP BARS HOOKED OVER SUPPORTS, (4) #6 BOTTOM BARS & #4 CLOSED STIRRUPS @ 4" O/C. |

NOTE: BOTTOM REINFORCEMENT SPLICING SHALL NOT OCCUR AT CENTER SPAN OF BEAM.



1 SECOND FLOOR PLAN  
SCALE: 1/4"=1'-0"

AE

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| REVISIONS                                   |             |    |      | DRAWING INFO. |            |
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|                                             |             |    |      | LICENSE NO.   | PE-78963   |
|                                             |             |    |      | DATE:         | 05/08/2019 |
|                                             |             |    |      | FIELD BOOK:   | N/A        |
|                                             |             |    |      | JOB NUMBER:   | 19FL70044  |
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SECOND FLOOR PLAN

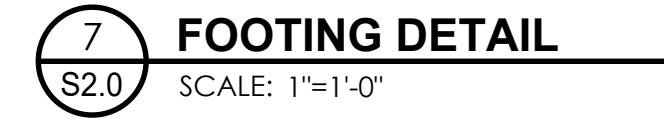
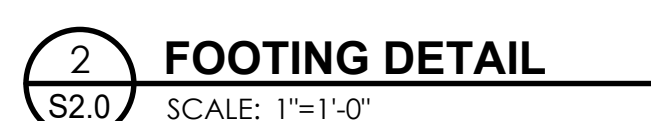
ROYAL MELVIN PARK  
206 HARBOR BLVD  
DESTIN, FLORIDA 32541

DRAWING NO.  
19FL70044

SHEET NUMBER  
S1.1

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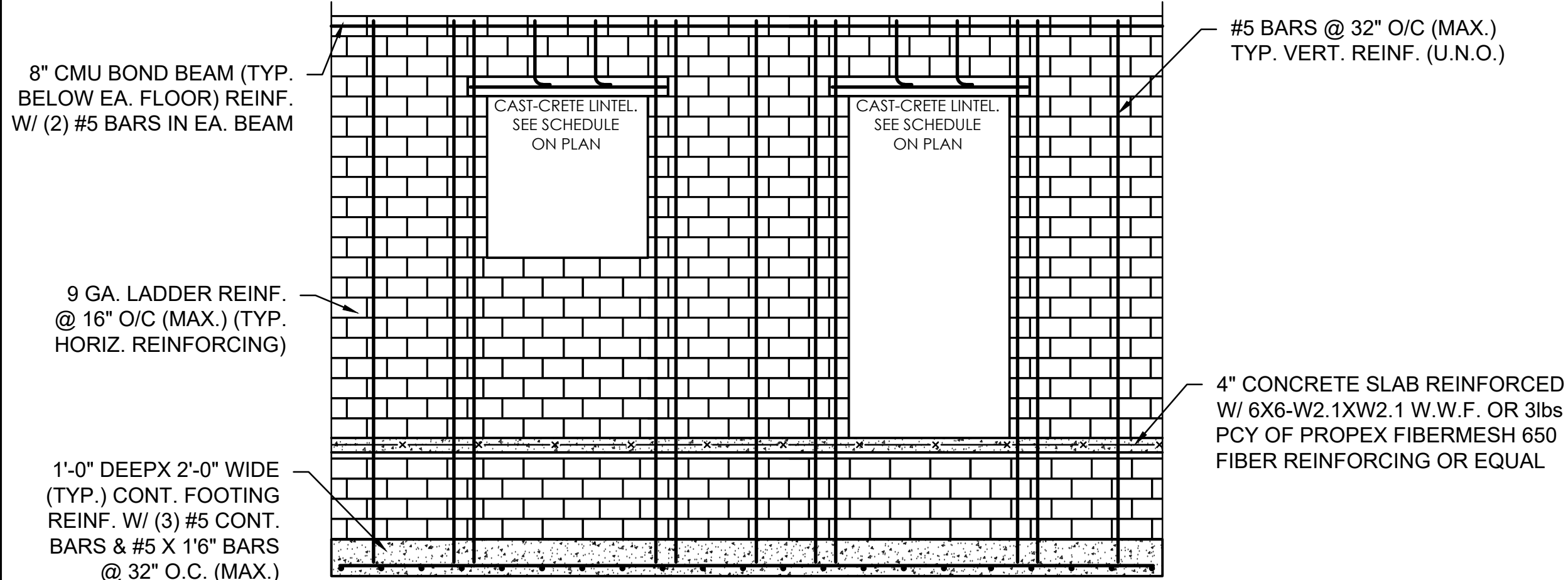
STRUCTURAL DETAILS

ROYAL MELVIN PARK  
206 HARBOR BLVD  
DESTIN, FLORIDA 32541

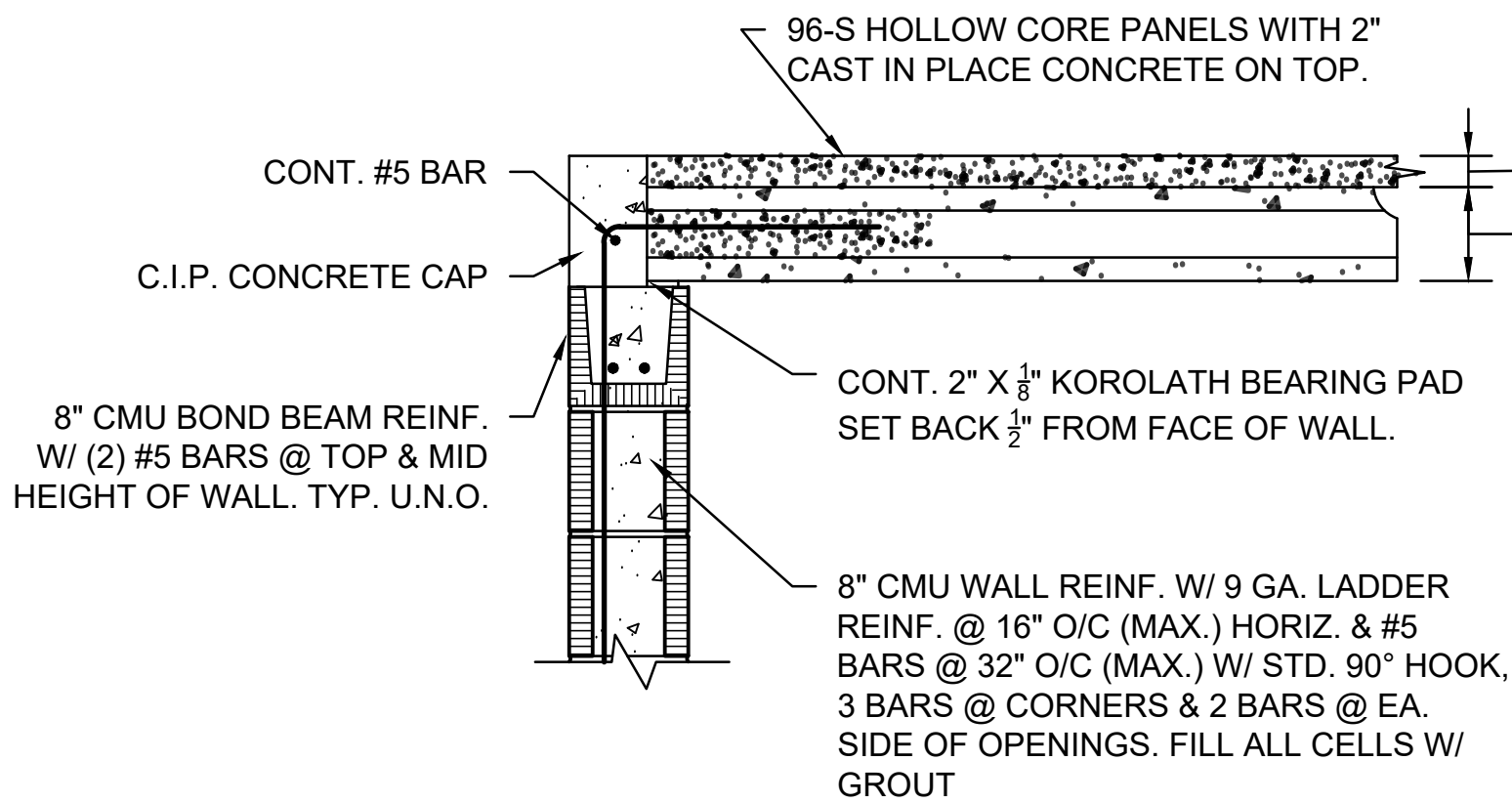
|                          |                                                                                       |                      |                                                                                                                                                                                                      |
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| DRAWING NO.<br>19FL70044 |  | SHEET NUMBER<br>S2.0 | The information is to be used for the purpose of the design and construction of the project only. It is not to be used for any other purpose without the written consent of the design professional. |
|                          |                                                                                       |                      | The design professional is not responsible for the construction of the project. The contractor is responsible for the construction of the project.                                                   |



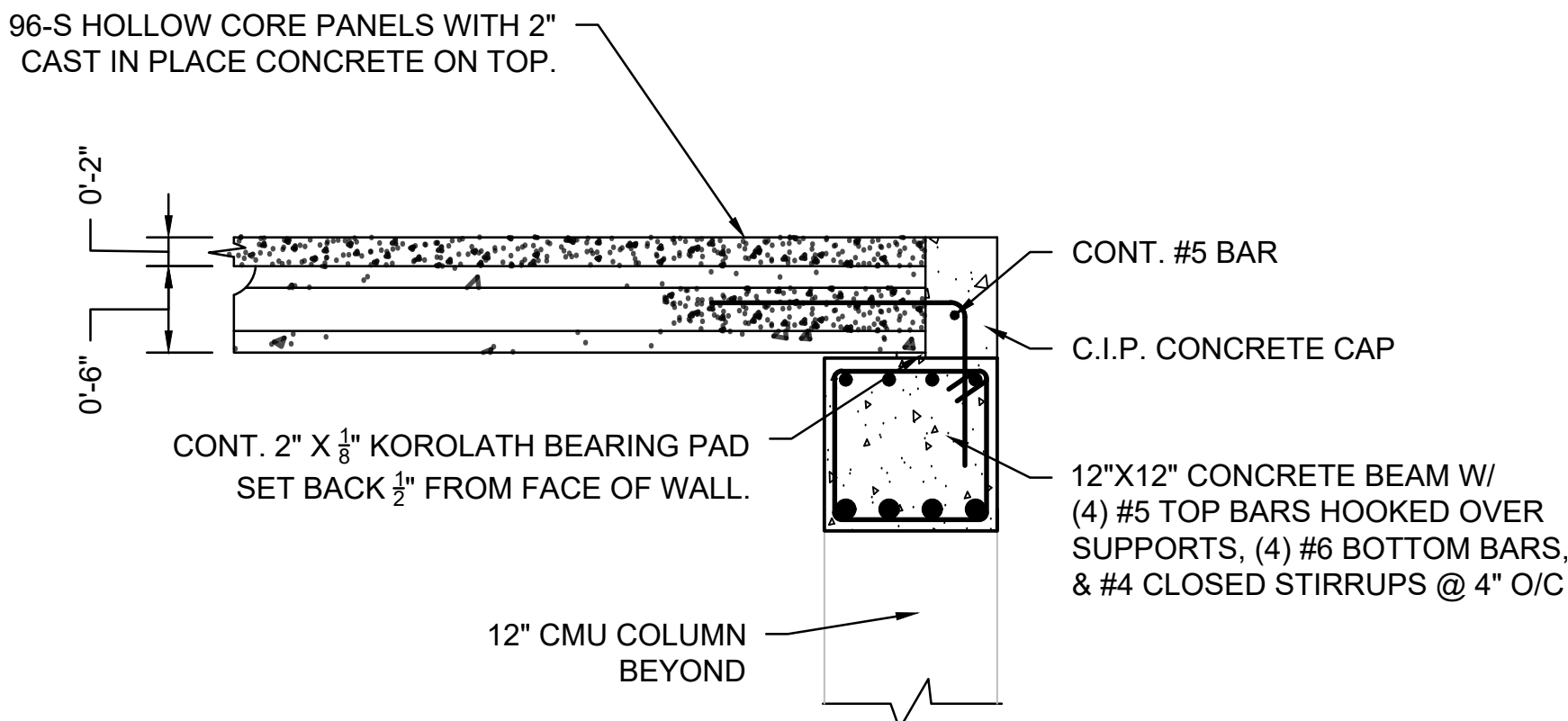
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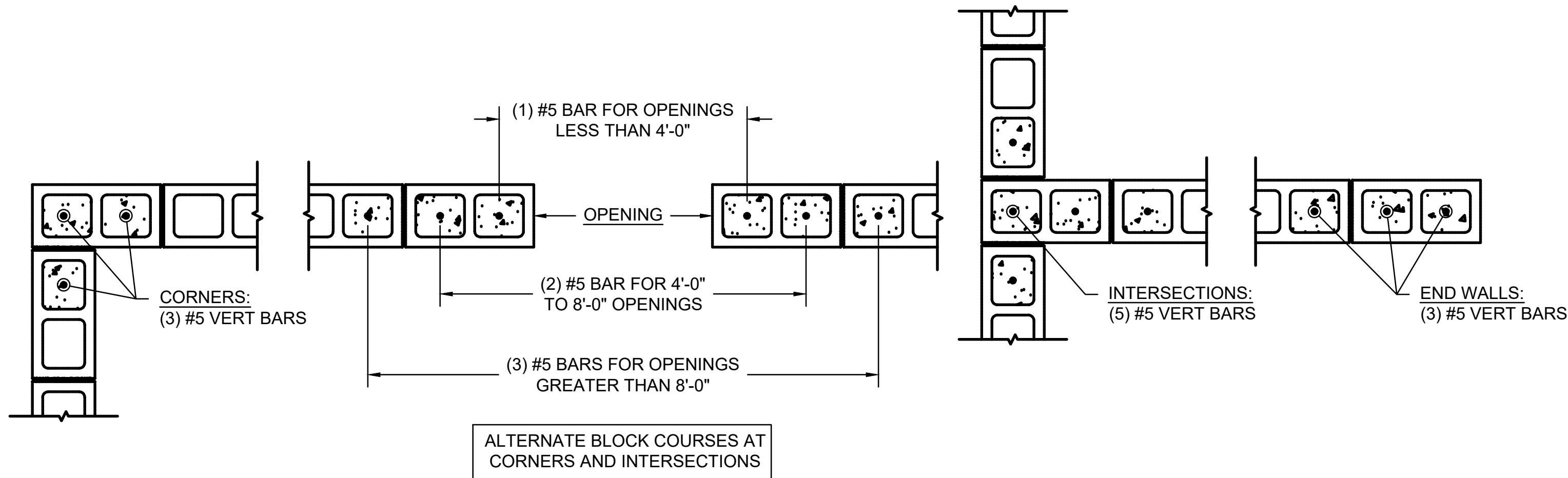
1 TYPICAL WALL FRAMING DETAIL  
S2.1 SCALE: 1"=1'-0"



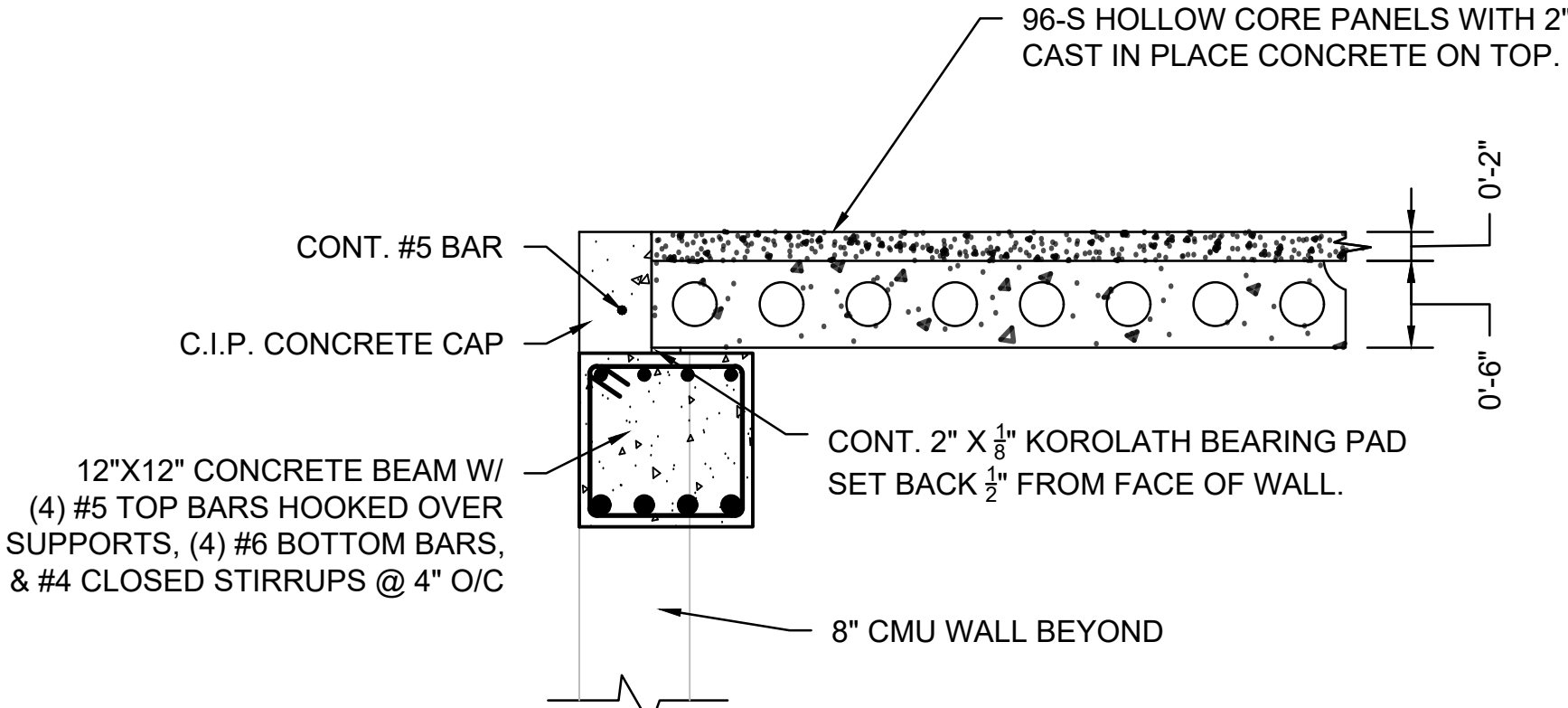
3 6" HOLLOW CORE CONCRETE BLOCK  
S2.1 SCALE: 1"=1'-0"



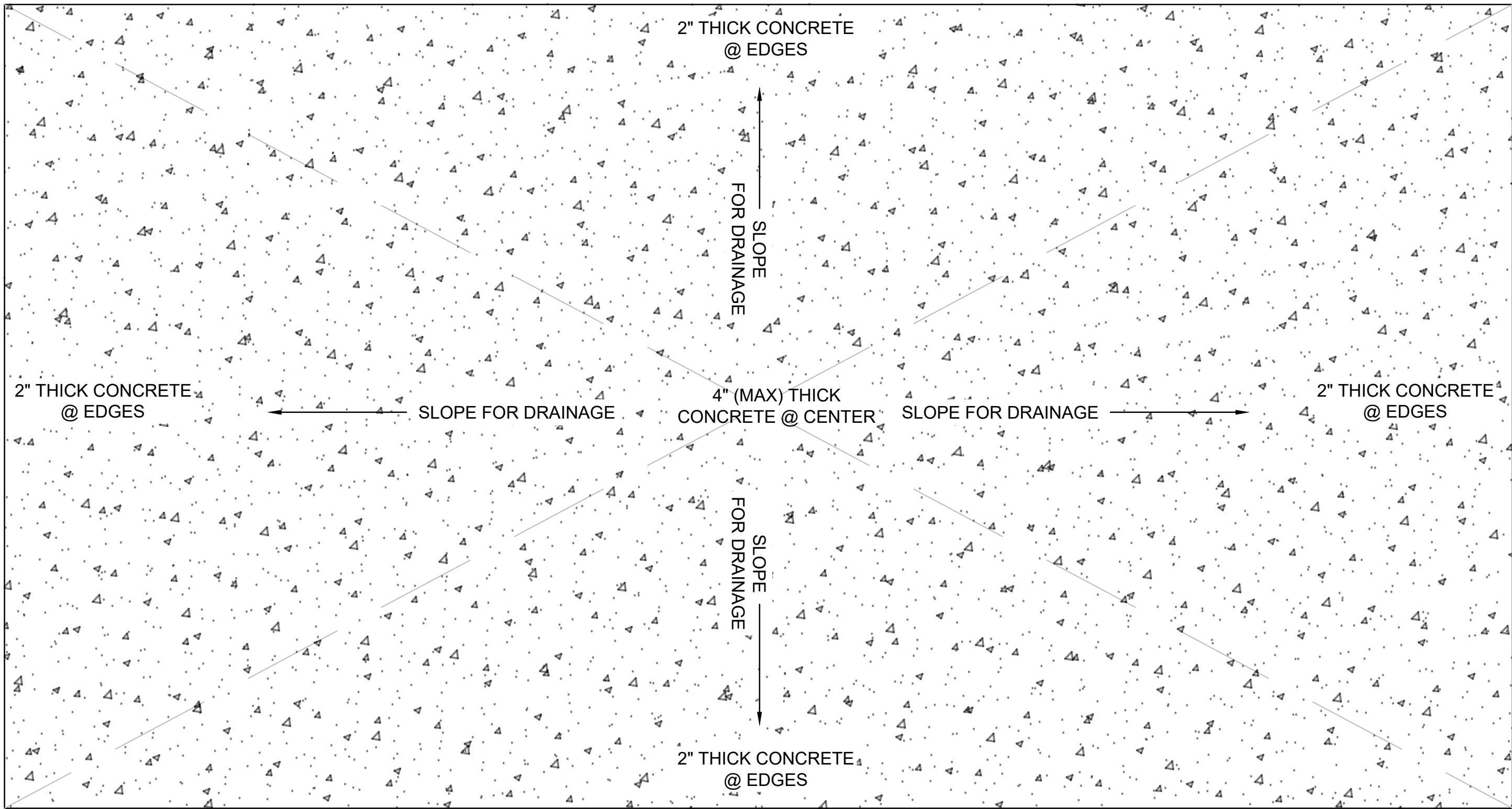
5 6" HOLLOW CORE CONCRETE BEAM  
S2.1 SCALE: 1"=1'-0"



2 TYPICAL CMU REINFORCING LAYOUT  
S2.1 SCALE: 1"=1'-0"



4 6" HOLLOW CORE CONCRETE BEAM  
S2.1 SCALE: 1"=1'-0"



5 CONCRETE DRAINAGE LAYOUT  
S2.1 SCALE: 1"=1'-0"

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| DRAWING INFO. |             | REVISONS |      | NO. |             |
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| 100           |             |          |      | 100 |             |

PIAZZA DESIGN ARCHITECTS, LLC  
P.O. BOX 2295  
SANTA ROSA BEACH, FL 32459

STRUCTURAL DETAILS

ROYAL MELVIN PARK  
206 HARBOR BLVD  
DESTIN, FLORIDA 32541

DRAWING NO.  
19FL70044

SHEET NUMBER  
S2.1





## Royal Melvin Park Building

Destin, Florida

Date: December 11, 2019

### ADDENDUM No.1

#### Explanatory

The following items are hereby called to the attention of the Contractor and shall be included in the Contract Documents. The Contractors shall consider these items as if they were originally in the Plans and Specifications and the same shall hereby become part of the construction documents.

Contractor is hereby notified that they shall make any necessary adjustments in their estimates on account of this Addendum. It will be construed that each Bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

#### ITEMS:

1. **Exterior Restroom Locks Change:** Provide Trilogy locks on door Type #1: Stainless Steel, weatherproof, battery operated, programmable digital cylindrical lock with multiple scheduled lock/unlock event and audit trail capability with standard key override.
2. **Drinking Fountain:** Provide a Hi/Lo electric drinking fountain with bottle filler. MDF Most Dependable Fountains, Inc. Model # 10485 WM, color selected by Owner. Spec. sheet attached.
3. **Hand Dryer:** Provide a hand dryer-hands free (infrared optical sensor) electric hand dryer as specified herein. Motor shall be a thermally protected, series commutated, through-flow discharge vacuum motor/blower (5/8 hp @24,000 rpm) with an air velocity of up to 20,000 linear feet per minute and a flow rate of up to 63 cubic feet per minute. Unit specifications are 110-120V, 11.3-12.2 amps (A) with heat (motor 4.3-4.5A), 400-450 watts with heat off and 1400-1500 watts with heat on. Adjustable heat control. 900 -1000W heating element mounted inside the blower housing capable of producing an air temperature of up to 146 degrees F at a 72 degrees F ambient air temperature at the hands 102mm below the air outlet. Automatic lockout feature which shuts the unit off after >30 seconds run time
4. **ALTERNATE NUMBER 1 :**  
Delete plumbing fixtures called for on the plans and provide Stainless Steel fixtures; Water closets, Urinals, and lavatories, and including all related hardware. Manufactured by Acorn Engineering Co. to be selected by Owner and similar to:  

|              |                 |
|--------------|-----------------|
| Lavatory     | Model # 1652LRB |
| Urinal       | Model # 2162    |
| Water Closet | Model # 3330    |



**Addendum No. 1**

December 11, 2019

**Royal Melvin Park**  
Destin, Florida

**List of Attachments:**

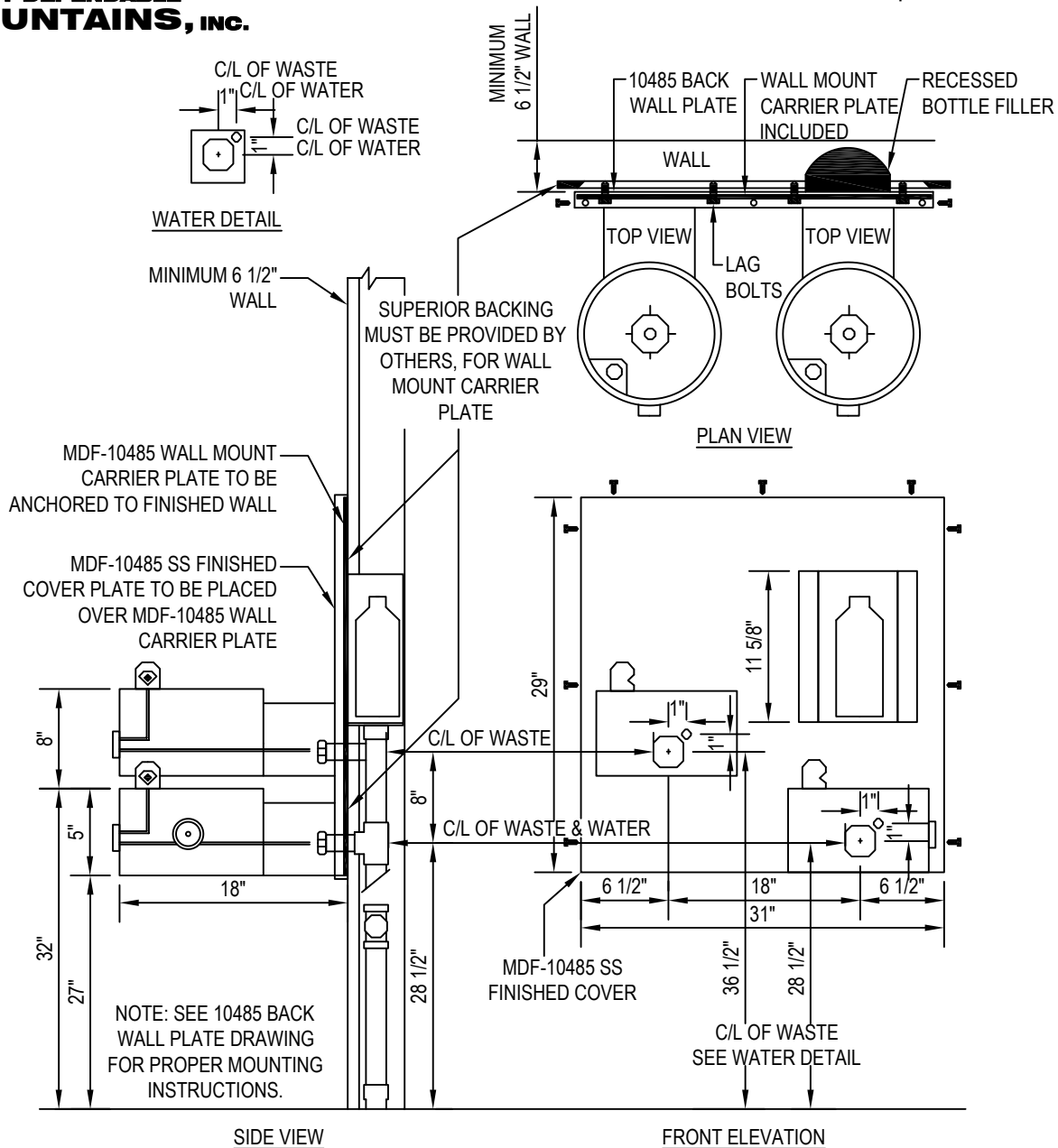
Attachment #1 Drinking Fountain Specification sheet.

**End Addendum No. 1**

Prepared by:

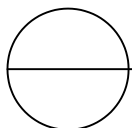
Stephen W. Piazza, NCARB

Piazza Design Architects, LLC



**NOTES:**

1. THIS MODEL COMES WITH A CARRIER PLATE.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. DO NOT SCALE DRAWING.
4. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
5. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
6. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT [www.CADdetails.com/info](http://www.CADdetails.com/info) AND ENTER REFERENCE NUMBER 3354-17.13.



**MODEL 10485 WM**

10485 WM CARRIER PLATE INCLUDED





# City of Destin

## SCORE TABULATION SHEET

**PROJECT:** RFP 20-01-REC Capt. Royal Melvin Heritage Park and Plaza Construction Project

**Bid Committee Member** \_\_\_\_\_

**Date** \_\_\_\_\_

| RESPONDENTS                                     |  |  |  |  |  |
|-------------------------------------------------|--|--|--|--|--|
| Submittal Requirements Received:                |  |  |  |  |  |
| Coversheet (y/n)                                |  |  |  |  |  |
| Table of Contents (y/n)                         |  |  |  |  |  |
| Responsive Bidder Qualification Statement (y/n) |  |  |  |  |  |
| Transmittal Letter (y/n)                        |  |  |  |  |  |
| Contractor Qualifications Statement (y/n)       |  |  |  |  |  |
| Price Proposal (y/n)                            |  |  |  |  |  |
| Public Entity Crime Form (y/n)                  |  |  |  |  |  |
| Drug Free Workplace Certification Form (y/n)    |  |  |  |  |  |
| Bid Bond Form (y/n)                             |  |  |  |  |  |
| Proof of insurance (y/n)                        |  |  |  |  |  |
| Proof of licensing & certifications (y/n)       |  |  |  |  |  |
| Addendums (if applicable) (y/n)                 |  |  |  |  |  |
| PRICE PROPOSAL (Max. 40 Pts.)                   |  |  |  |  |  |
| QUALIFICATIONS & EXPERIENCE (Max. 20 Pts.)      |  |  |  |  |  |
| PROJECT APPROACH (Max. 20 Pts.)                 |  |  |  |  |  |
| PAST PERFORMANCE (Max. 20 Pts.)                 |  |  |  |  |  |
| Total Score (Max 100 Pts)                       |  |  |  |  |  |

| Criteria Scoring Guideline     |                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                     | NOTES |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 1. Price Proposal              | Highly professional proposal with line item details for all aspects of the project. Provided all requested cost information. Costs are highly reasonable and competitive. Clearly understands project requirements.                                                                                                                                    | Adequate proposal with most item details for all aspects of the project. Provided most cost information requested. Costs appear to be reasonable and competitive. Appears to understand project requirements.                                                                                            | Inadequate proposal with minimal line item details. Some cost information missing or Provided most cost information requested. Costs appear to be understated. Does not understand project requirements.                                                                                                                            |       |
|                                | 40                                                                                                                                                                                                                                                                                                                                                     | 20 or 30                                                                                                                                                                                                                                                                                                 | 10                                                                                                                                                                                                                                                                                                                                  |       |
| 2. Qualifications & Experience | Highly competent team, demonstrated that staff have significant experience on similar projects. Quality control has been addressed as a team with excellent staff experience and proven quality grades for those contractor has previously worked for. Financial qualifications clearly demonstrate financial stability of the company?                | Competent team, demonstrated that staff have some experience on other similar projects. Adequate demonstrates quality control, policies and procedures exist. Some financial qualifications demonstrated financial stability of the company?                                                             | Has shown that the staff (as a whole) has minimal experience on other similar projects. Inadequate – Policies and procedures not addressed adequately. Demonstrated minimal financial qualifications or lacking financial information.                                                                                              |       |
|                                | 20                                                                                                                                                                                                                                                                                                                                                     | 10 or 15                                                                                                                                                                                                                                                                                                 | 5                                                                                                                                                                                                                                                                                                                                   |       |
| 3. Project Approach            | Understands all aspects of the project. Has visited site. Identified key issues on the project and has proposed some potential solutions. May identify additional issues for consideration. Schedule Exceeds Requirements – Well thought out, practical, meets schedule, includes resource analysis. Available for immediate and accelerated schedule. | Understands some aspects of the project. Knowledge of the scope of work was portrayed by repeating the scope language verbatim. May identify key issues and has visited site. Meets scheduled time for project Requirements – Sequence and time of events. Availability adequate for normal performance. | Vague – Minimum understanding of the intent of the project. Proposal reflects some confusion or conflict in areas of responsibility. Minimum preliminary study with some knowledge of field conditions. Schedule looks questionable, time and sequence of events not appropriate. Inadequate information to determine availability. |       |
|                                | 20                                                                                                                                                                                                                                                                                                                                                     | 10 or 15                                                                                                                                                                                                                                                                                                 | 5                                                                                                                                                                                                                                                                                                                                   |       |
| 4. Past Performance            | References have checked out. Staff have received high quality grades on past projects with minimal coordination problems.                                                                                                                                                                                                                              | References have checked out, and grades on past projects have been deemed acceptable.                                                                                                                                                                                                                    | References have either not checked out, or has performed poorly on past projects.                                                                                                                                                                                                                                                   |       |
|                                | 20                                                                                                                                                                                                                                                                                                                                                     | 10 or 15                                                                                                                                                                                                                                                                                                 | 5                                                                                                                                                                                                                                                                                                                                   |       |

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 6, 2020

**TYPE OF AGENDA ITEM:** City Manager Report

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**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**

Vital Records Control (VRC) company based in Mobile, AL has scheduled the scanning of the files picked up from the Community Development Department. Test files are being prepared so that IT can work with VRC to make files available during the interim of the implementation of EnerGov.

File cabinets continue to be removed from the Community Development Department freeing up space for staff and other uses.

**2.) EnerGov Software Implementation Team**

The next scheduled EnerGov Sessions will take place January 14th - 16th These sessions will continue with the hands-on training with the 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.

The departments continue to refine processes and work towards EnerGov milestones. All of the Community Development departments have exhibited great support and progress.

### **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:** January 6, 2020

**TYPE OF AGENDA ITEM:** City Manager Report

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**TO:** City Council

**THRU:** Lance Johnson, City Manager

**FROM:** Joey Forgione, Code Compliance Manager  
Kimberly Kopp, Land Use Attorney

**DATE:** December 31, 2019

**SUBJECT:** Request for direction from City Council on amendments to Short-Term Rental Ordinance.

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## **I. BACKGROUND:**

On May 20, 2019, the City Council made a motion to re-establish the 7-member Short-Term Rental Task Force. This motion unanimously passed, 7-0.

On August 5, 2019, the City Council appointed the following individuals to the Short-Term Rental Task Force (the nominating Council member is in parentheses):

- Jeff Marken (Destin)
- Bruce Craul (Marler)
- Ken Wampler (Overdier)
- Marcie Bell (Menchel)
- Patti Brown (Ramswell)
- Shaun Hickey (Braden)

Meetings of the Short-Term Rental Task Force began on October 22, 2019. In summary, the Task Force was briefed by the Code Compliance Manager on the effectiveness of current ordinances affecting short term rentals, and then provided recommendations for the upcoming year.

## **II. DISCUSSION:**

**The Short Term Rental Task Force made the following recommendations (See attachment containing further details as to motion makers and votes):**

1. **Recommendation One:** Require rental management companies to provide proof that they have contracted with a third party to perform Saturday trash pickups beginning at noon, or to sign an affidavit stating they will be responsible party. (Unanimous vote).
2. **Recommendation Two:** Require each property to have one trash can for every 6 occupants, plus one recycle can. (4/2 vote in favor).
3. **Recommendation Three:** Increase fines for parking violations up to the maximum amount allowed by Florida Statute. (unanimous vote).
4. **Recommendation Four:** Require that applications to register a short term rental include an acknowledgment that the rental manager/agent will contact their guests the day prior to trash pickup and advise guests of the time trash needs to be placed at the curb for pickup.
5. **Recommendation Five:** Require that applications to register a short-term rental include an acknowledgement that the renter will be informed by owner/manager of applicable City and HOA laws and rules concerning noise, vehicle parking limit, household garbage pickup days, and occupancy limits. (Unanimous vote). NOTE: City Land Use Attorney recommends that the reference to HOA rules be removed and that any acknowledgment only refer to the City laws.
6. **Recommendation Six:** Require that applicants for registration of a short-term rental abide by a process for issuing parking passes to guests, which passes will contain specific information pertaining to the property, such as the name/address of the property. Passes are proposed to be numbered, and include the number of parking spots permitted on the property (e.g., 1 of 4, 2 of 4, etc.). Parking passes are to be placed in the car while the car is parked on the property. (Unanimous vote).
7. **Recommendation Seven:** Remove the following language from the Short-Term Rental Ordinance: "By 5 p.m., the day after the last day of the contracted short-term rental period, all garbage shall be removed." (Unanimous vote).
8. **Recommendation Eight:** Utilize the City of Destin's informational STR flyer, as revised (attached) and utilize the revised Acknowledgments document within the Short-Term Rental Registration application (attached). (Unanimous vote).
9. **Recommendation Nine:** All registrations for short-term rentals are to expire on the last day of February, each year. (Unanimous vote).

**\*Please note** that a unanimous vote does NOT mean that all members were present for the vote, but merely that all present members voted the same way. For further details on motion makers, voters, and absences, see attachment.

The City Council may approve all, some, or none of the above listed recommendations. The City Council is in no way bound by the recommendations

of the Short Term Rental Task Force.

- 1.
- 2.

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

B. **Effect on Budget (EOB):** At this time, no effect on budget

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

**III. CONCLUSION:**

The City Council may approve all, some, or none of the above listed recommendations. The City Council is in no way bound by the recommendations of the Short Term Rental Task Force.

**IV. RECOMMENDED MOTION: I move to direct staff to prepare an ordinance incorporating the following recommendations of the Short-Term Rental Task Force:**

**Recommendation Numbers: \_\_\_\_\_.**

**or**

**I move to direct staff to take no further action at this time relating to the Short Term Rental Task Force's recommendations.**

**or**

**I move that staff adopt all recommendations (1 through 9 as listed in this staff report) of the Short Term Rental Task Force.**

Attachments:

1. SHORT TERM RENTAL TASK FORCE MOTIONS NUMBERED
2. Short Term Rental Back Ground & motions to council
3. ACKNOWLEDGEMENTS PAGE UPDATED 11.12.19 (003)
4. Minutes - STR Task Force - October 22, 2019
5. Minutes - STR Task Force - October

29, 2019

6. Minutes - STR Task Force -  
November 5, 2019
7. Minutes - STR Task Force -  
November 12, 2019
8. Minutes - STR Task Force -  
November 22, 2019
9. PROPOSED STR FLYER FOR  
ADOPTION

## **SHORT TERM RENTAL TASK FORCE MOTIONS**

### **Motions 10/22/19**

1. **Motion by Ms. Patti Brown, seconded by Mr. Shaun Hickey, to schedule a two-hour meeting, from 2:00 to 4:00 p.m. every Tuesday, in the City Hall Boardroom. Passed 6-0.**

### **Motions 10/29/19**

2. **Ms. Marcie Bell offered an amended motion to require rental management companies to provide proof that they have contracted a third party to perform Saturday trash pickups beginning at noon, or sign an affidavit stating they are going to be the responsible party; seconded by Mr. Jeff Marken. Motion passed 6-0.**
3. **Mr. Bruce Craul moved that they base the number of trash cans on the number of people on the rental home sign, requiring one can for every 6 people; plus, one recycle can. Mr. Shaun Hickey provided a second to the motion. Motion passed 4-2; with Ms. Patti Brown and Marci Bell dissenting for reasons of recommending one can per 5 people.**
4. **Mr. Ken Wampler moved they recommends to the City Council that the ordinance be amended increasing the fines for parking violations up to the maximum amount allowed by Florida Statute; seconded by Ms. Marcie Bell. Motion passed 6-0**

### **Motions 11/05/19**

5. **Mr. Shaun Hickey moved that they add in the short-term rental application an acknowledgement that the rental manager/agent will contact their guests the day prior to trash pickup and advise them of the time they have to get the trash out passed 6-0.**
6. **Mr. Jeff Marken moved to amend acknowledgement # 9 in the short-term rental application to read that the renter will be informed by the responsible party of the applicable City and homeowner association laws and rules concerning noise, vehicle parking limit, household garbage pickup days and occupancy limit as approved by the City passed 6-0.**
7. **Ms. Marcie Bell moved to amend acknowledgement #10 in the short-term rental application to read that the property owner is aware of the applicable City and homeowner association laws and rules concerning noise, vehicle parking limit,**

household garbage pickup days and occupancy limit as approved by the City passed 6-0.

**Motions 11/12/19**

8. **Marcie Bell moved to include in the short-term rental application process a requirement for rental properties to issue parking passes to their guests. Passes will have specific information pertaining to the property, such as the name or address of the property. Passes will be numbered with the number of parking spots permitted on the property (i.e., 1 of 4, 2 of 4..). Parking pass will be placed in the car while the car is parked on the property. Patti Brown provided a second to the motion. Motion passed 5-0.**

**Motions 11/22/19**

9. **Mr. Ken Wampler moved that the following language be deleted from the Short-Term Rental Ordinance: “By 5 p.m. the day after the last day of the contracted short-term rental period, all garbage shall be removed.” Mr. Shaun Hickey provided a second to the motion. Motion passed 5-0. Mr. Bruce Craul was absent from the meeting.**
10. **Mr. Shaun Hickey moved to adopt the City of Destin Flyer, as revised, and the Acknowledgement section of the short-term rental application, as revised; seconded by Ms. Patti Brown. Motion passed 5-0. Mr. Bruce Craul was absent from the meeting.**
11. **Mr. Ken Wampler moved that all short-term rental registrations expire on the last day of February each year. Mr. Shaun Hickey provided a second to the motion, which passes 5-0. Mr. Bruce Craul was absent from the meeting.**
12. **Mr. Shaun Hickey moved to forward all motions and recommendations made by the Short-Term Rental Task Force to the City Council; seconded by Ms. Patti Brown. Motion passed 5-0. Mr. Bruce Craul was absent from the meeting.**

# **2019 STR Task Force History**

## **Action by the Council**

### **May 20, 2019**

Motion to re-establish the 7-member Short-Term Rental Task Force passed 7-0.

### **August 5, 2019**

The City Council appointed the following individuals to the Short-Term Rental Task Force; with the nominating Council member in parentheses:

- Jeff Marken (Destin)
- Bruce Craul (Marler)
- Ken Wampler (Overdier)
- Marcie Bell (Menchel)
- Patti Brown (Ramswell)
- Shaun Hickey (Braden)

## **Meeting Set**

### **September 9, 2019**

First meetings were set for 1 hour on 10/22/2019. During this meeting STR TF recommend meeting for 2 hours vs 1 hour every two days. Task Force also was briefed on yearly update to include Sunshine Law briefing by the Land Use Attorney. Meetings were set as follows; 10/29/2019 for 2 hours, 11/05/2019 for 2 hours, 11/08/2019 for 2 hours, 11/12/2019 for 2 hours. STR TF finished well ahead of schedule.



**STR-TF Recommendations #1-#5**

| <b>CATEGORY</b>                       | <b>RECOMMENDATION</b>                                                                                                                                                                                                                                       | <b>STR-TF VOTE</b>                                                                              | <b>DISPOSTION</b>                                             | <b>RESULT</b> |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------|---------------|
| <b>MEETING SCHEDULE</b>               | Motion to schedule a two-hour meeting, from 2:00 to 4:00 p.m., every Tuesday, in the City Hall Boardroom.                                                                                                                                                   | 6-0                                                                                             | Meeting Schedule                                              |               |
| <b>TRASH</b>                          | Amend code section 13-109 (4) to require rental management companies to provide proof that they have contracted a third party to perform Saturday trash pickups beginning at noon, or sign an affidavit stating they are going to be the responsible party. | 6-0                                                                                             | Ordinance 18-10-CC amendment to section 13-109(4)             |               |
| <b>TRASH</b>                          | Amend code section 13-109(4) that the owner shall be required to base the number of trash cans on the number of people on the rental home sign, requiring one can for every 6 people, plus one recycle can.                                                 | 4-2<br>Pattie Brown and Marci Bell dissenting for reasons of recommending one can per 5 people. | Ordinance 18-10-CC amendment to section 13-109(4)             |               |
| <b>TRASH</b>                          | Remove the following language from the Short - Term Rental Ordinance "By 5p.m. the day after the last day of the contracted short-term rental period, all garbage shall be removed"                                                                         | 5-0                                                                                             | Ordinance 18-10-CC removal of language from section 13-109(4) |               |
| <b>TRASH AND ACKNOWLEDGEMENT PAGE</b> | Amend code section 13-109(4)<br>To include wording to state "the rental manager/agent will contact their guests the day prior to trash pickup and advise them of the time they have to get the trash out".                                                  | 6-0                                                                                             | Ordinance 18-10CC amendment to section 13-109(4)              |               |

**STR-TF Recommendations #6-#8**

| <b>CATEGORY</b>                               | <b>RECOMMENDATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>STR-TF VOTE</b> | <b>DISPOSITION</b>                              | <b>RESULT</b> |
|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------------------------------------|---------------|
| <b>PARKING</b>                                | Add in the short-term rental application process a requirement for rental properties to issue parking passes to their guests. Passes will have specific information pertaining to the property, such as the name or address of the property. Passes will be numbered with the number of parking spots permitted on the property (i.e., 1 of 4, 2 of 4...) Parking passes will be placed in the car while the car is parked on the property. | 5-0                | Amend Acknowledgement page                      |               |
| <b>PARKING</b>                                | Amend Ordinance 17-44-CC section 19-5.56 to increase the fines for parking violations up to the maximum amount allowed by Florida Statute.                                                                                                                                                                                                                                                                                                  | 6-0                | Ordinance 17-44-CC amendment to section 19-5.56 |               |
| <b>CHANGE EXPIRATION DATE OF REGISTRATION</b> | Change expiration date from December 31 <sup>st</sup> to last day of February each year.                                                                                                                                                                                                                                                                                                                                                    | 5-0                | Change of expiration date.                      |               |

**STR-TF Recommendations #9-#11**

| <b>CATEGORY</b>             | <b>RECOMMENDATION</b>                                                                                                                                                                                                                                                                                               | <b>STR-TF VOTE</b> | <b>DISPOSITION</b>                                                                                            | <b>RESULT</b> |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------------------------------------------------------------------------------------------------|---------------|
| <b>ACKNOWLEDGEMENT PAGE</b> | Amend acknowledgement #9 in the short-term rental application to read that the renter will be informed by the responsible party of the applicable City and homeowner association laws and rules concerning noise, vehicle parking limit, household garbage pickup days and occupancy limit as approved by the City. | 6-0                | Amend wording to acknowledgement #9 in the short-term rental application.                                     |               |
| <b>ACKNOWLEDGEMENT PAGE</b> | Amend acknowledgement #10 in the short-term rental application to read that the property owner is aware of the applicable City and homeowner association laws and rules concerning noise, vehicle parking limit, household garbage pickup days and occupancy limit as approved by the City.                         | 6-0                | Amend wording to acknowledgement #10 in the short-term rental application.                                    |               |
| <b>INFORMATIONAL FLYER</b>  | Motion to adopt the City of Destin Flyer, as revised, and the Acknowledgement section of the short-term rental application, as revised.                                                                                                                                                                             | 5-0                | Accept revised City of Destin Flyer and revised Acknowledgement section of the short-term rental application. |               |

## **ACKNOWLEDGEMENTS**

By signing the space below, the owner or agent affirms that he/she has been informed and has knowledge of the following acknowledgements contained in the City of Destin Code of Ordinances, Chapter 13, Article 6 (attached pages).

**SIGNAGE:** Initial \_\_\_\_\_

A sign will be posted and maintained on the property, 18" by 18" in size. The content of such sign is described in detail in the City of Destin Code of Ordinances, Chapter 13, Article 6, Section 13-114. Signage must include name and telephone number of Responsible Party, name and telephone number of Emergency Contact (if different from Responsible Party) Occupancy Limit, and Available Parking spaces.

A City of Destin Short Term Rental Decal will be placed in the top right-hand corner of the sign. Sign is to be placed on the property visible from the Right of Way but not in the Right of Way.

The phone number for the Responsible Party will be answered twenty-four (24) hours a day, seven (7) days a week by a party with authority to address or coordinate problems associated with the dwelling unit. The Responsible Party is always the first number the city will call regarding complaints.

The Responsible Party will reside within 30 miles of the local area and be able to respond in person to complaints or emergencies within one (1) hour and correct violations within a reasonable amount of time.

Property found in violation of the City of Destin's applicable codes are subject to a Code Citation or be heard before the Special Magistrate for daily fines.

**OCCUPANCY:** Initial \_\_\_\_\_

The maximum overnight occupancy of a short-term rental shall be stated in the short-term rental registration form and placed on the rental sign on the property. Occupancy shall be limited to the lesser occupancy of the following two (2) options:

1. Two (2) persons for each bedroom plus four (4) additional persons. The number of bedrooms shall be based upon the property appraiser's residential profile of the property, and other documents of record, as needed. In no case shall the maximum total occupancy for any dwelling unit exceed the occupancy limits permitted by the Florida Fire Prevention Code or Florida Building Code.

2. A total of twenty-four (24) persons per short-term rental. In the event that there is more than one (1) building or dwelling on one (1) platted lot, the maximum occupancy shall be capped at twenty-four (24) occupants per lot or structure, whichever is less.

Before the hours of 7:00 a.m. or after 10:00 p.m., the occupancy load of the unit may not exceed the maximum allowed number of overnight tenants.

All marketing and/or advertising for short-term rental units must contain (i) information concerning the occupancy limit of the short-term rental unit, and (ii) the maximum parking available on the property. Advertising for more than the allowable occupancy or allowable parking is prima facie evidence of a violation of the City Code. Further, failure to include such occupancy limits and maximum parking availability is prima facie evidence of a violation of the City Code.

Property found in violation of the City of Destin's applicable codes are subject to a Code Citation or be heard before the Special Magistrate for daily fines.

**PARKING:** Initial\_\_\_\_\_

All vehicles to include but not limited to Golf Carts, must be parked in the driveway, garage or other City approved parking space for the dwelling unit. Vehicles must **NOT** be parked in grassy areas, right-of-way, blocking or on sidewalks, or parked in roadways. Vehicles further shall **NOT** be parked in front of or blocking Driveways.

Number of vehicles parked on property, shall **NOT** exceed the maximum number of parking spaces depicted on Sign and/or depicted in City of Destin's Short-Term Rental Registration.

Vehicles and/or property found in violation of the City of Destin's applicable codes are subject to a parking citation and/or code citation.

Property also found in violation of the City of Destin's applicable codes are subject to a Code Citation or be heard before the Special Magistrate for daily fines.

**NOISE:** Initial\_\_\_\_\_

It shall be unlawful to allow or make excessive noise that is under human control that reasonably interferes with the peace, comfort and convenience of another person 150 feet from the property line at all times (24/7) set forth in the City of Destin Code of Ordinances, Chapter 14, Article 2, Noise.

Property found in violation of the City of Destin's applicable codes are subject to a Code Citation or be heard before the Special Magistrate for daily fines.

**GARBAGE:** Initial \_\_\_\_\_

**NO** trash shall be placed on the ground. All garbage bags must be placed inside garbage receptacles.

Garbage receptacles shall **NOT** be placed curbside prior to 12 p.m. the day before pickup (Monday & Thursday). Garbage receptacles shall be removed before midnight the day of pickup. (Tuesday & Friday).

Property found in violation of the City of Destin's applicable codes are subject to a Code Citation or be heard before the Special Magistrate for daily fines.

**MISCELLANEOUS:** Initial \_\_\_\_\_

The renter will be informed that use of an adjacent property's pools, hot tubs, etc. is considered trespassing unless invited by Responsible Party for that adjacent property or current renter of that property. Other rental properties and their outside facilities are not jointly shared commodities and should not be considered available for public use.

Numbering of residences shall be displayed and clearly visible, legible, and preferable reflective from the street or private way on which the building fronts, as described in detail in the City of Destin Land Development Code, Section 7.18.04.

The renter will be informed by the Responsible Party of applicable City of Destin's applicable codes concerning noise, vehicle parking, household garbage, and common area usage.

The property owner is aware of applicable City of Destin's applicable codes concerning noise, vehicle parking, household garbage, and common area usage. The Responsible Party has also been made aware of these same laws and rules.

Property found in violation of the City of Destin's applicable codes are subject to a Code Citation or be heard before the Special Magistrate for daily fines.

I acknowledge all the facts stated in this registration application are complete, true and correct, and all the standards, conditions, and referenced regulations provided above have been read, understood, and agreed to follow all rules and regulations.

\_\_\_\_\_  
SIGNATURE OF PROPERTY OWNER OR AGENT FOR THE OWNER

\_\_\_\_\_  
DATE

Check one: Owner \_\_\_\_\_

Agent for the Owner \_\_\_\_\_

**MINUTES  
SHORT TERM RENTAL (STR)  
TASK FORCE MEETING  
OCTOBER 22, 2019 – 4:00 PM  
CITY HALL BOARDROOM**

**1. CALL TO ORDER:**

The Short-Term Rental (STR) Task Force met in regular session with the following members and City staff present:

**2. ROLL CALL:**

**Members Present**

Jeff Marken  
Bruce Craul  
Ken Wampler  
Marcie Bell  
Patti Brown  
Shaun Hickey

**Staff Present**

City Manager Lance Johnson  
Deputy City Manager Webb Warren  
Code Compliance Manager Joey Forgione  
Community Dev. Director Louis Zunguze  
Code Compliance Officer William Morales  
Public Information Manager Catherine Card  
City Clerk Rey Bailey  
Land Use Attorney Kimberly Kopp

**3. SUNSHINE LAW**

The Land Use Attorney provided a brief explanation of the Sunshine Law; a term that encompasses the Public Meetings Law, Public Records Law and Ethics.

- Public Meetings - A public meeting is the convening of any governing body for which a quorum (required number of members present) exists to make or deliberate toward a decision on any matter, or to gather information. All public meetings must be opened to the public and minutes must be taken. No two or more members can discuss any issue that could conceivably come before them outside of a meeting that is properly advertised and open to the public. Sending an e-mail to a fellow member about an issue that may come before the group is prohibited. However, e-mail may be forwarded to the City Clerk who then may make proper distribution of information to other members of the committee. No member can use any individual to serve as a "conduit"; that is, providing information to a third party with the intent of passing that information to another member of the committee.



- Public Records – Any materials made or received by any member of the committee relating to the business of the group are public records and should be placed on file with the City. These documents must be provided to the City Clerk immediately for proper distribution and filing.

#### **4. MEETING SCHEDULE**

The members discussed the time, frequency and location of subsequent meetings of the Task Force.

**Motion by Ms. Patti Brown, seconded by Mr. Shaun Hickey, to schedule a two-hour meeting, from 2:00 to 4:00 p.m., every Tuesday, in the City Hall Boardroom, passed 6-0.**

#### **5. Proposed Topics for the Council Strategic Visioning Session**

The City Manager noted that the City Council's Strategic Visioning Session is scheduled for Wednesday, November 7<sup>th</sup>; and that he is asking the Task Force to provide any topics relating to short-term rentals that they would like to be addressed at the visioning session. More importantly are those issues that could potentially result in budgetary changes or legislative action.

#### **6. Goals of the Task Force**

According to the City Manager, what staff hopes to get from the Task Force are data points that they could measure to determine whether they are doing a good job enforcing the code and tracking the necessary data.

#### **7. NEW BUSINESS**

##### **A. Short-term Rental (STR) Task Force Packet**

Mr. Forgione provided copies and explained the purpose of the following documents to the Task Force.

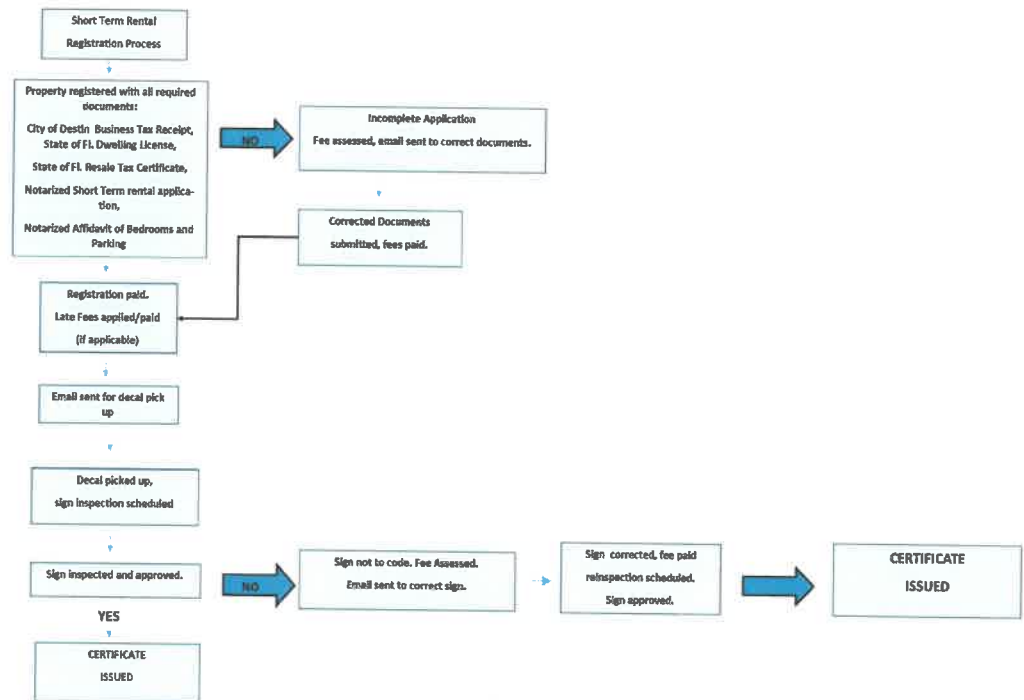
- STR Registration Guide
- STR Ordinance
- STR Registration Application
- STR Affidavit of Bedrooms/Parking Spaces
- STR Rental Process Mapping

#### **8. Code Compliance Short-Term Rental Review**

Mr. Forgione provided the following Power Point presentation:

City of Destin Short-Term Rental Review (2019)

- Short-Term Rental Process Mapping



- Short-Term Rental Grandfathering Applications
  - ❖ Issued – 202
  - ❖ Modified Issued – 36
  - ❖ Pending Approval – 15
  - ❖ Denied – 2
  - ❖ Refunded – 9
- Short-Term Rental Registrations
  - ❖ Currently Registered – 1034
  - ❖ Notice of Violations Issued – 24
  - ❖ Projected Number of Registrations – 1058
- Rental Registrations
  - ❖ Long-Term – 393 (28%)
  - ❖ Short-Term – 1034 (72%)
- Short-Term Rental Notice of Violations
  - ❖ Compliance Rate – 98.72%
    - Notice of Violations Issued - 156
    - Voluntary Compliance – 153
    - Daily Fine/Lien (for non-compliance with registration requirements) – 3
- Short-Term Rental Parking Enforcement
  - ❖ Parking Violations – 1117 (Warning Tickets/verbal warnings Issued)
  - ❖ Complied (vehicles moved) – 1103 (99%)
  - ❖ Citations Issued (non-compliance) – 14 (1%)
- Total Short-Term Rental Activities – 2340
  - ❖ Parking Violations (Warning Tickets Issued) – 1103 (47%)
  - ❖ Sign Inspections – 867 (37%)

- ❖ Trash Violations – 182 (7%)
- ❖ Notice of Violations – 154 (6%)
- ❖ Parking Citations – 14 (.06%)
- ❖ Events – 10 (.04%)
- Sheriff's Office Short-Term Rental Complaints
  - ❖ Noise Violations – 206 (77%)
  - ❖ Parking Violations – 63 (23%)
- Ordinance Challenges
  - ❖ After hours emergency contacts
  - ❖ Excessive trash
  - ❖ Turnover days trash
- Ordinance Recommendations
  - ❖ Number is for emergency contact only/not for advertisement. Should be answered 24/7
  - ❖ Explore properties to acquire more cans either by floor or by bedroom
  - ❖ Require properties to have special pick-up on turnover days
- Department Challenges
  - ❖ Identifying unregistered short-term rentals
  - ❖ Decal identification for each property
  - ❖ Lost decals
  - ❖ Tracking events
  - ❖ Identification change of ownership/management
  - ❖ Parking violations
- Department's Recommendations
  - ❖ Continue search through websites
  - ❖ Each decal has registration number assigned to property
  - ❖ Fee of \$25 for replacement decal
  - ❖ Evening and weekend shift can assist in tracking events
  - ❖ Search property appraisers, track sign and website changes
  - ❖ More education of the guests by management and code compliance

## DISCUSSIONS:

Ms. Brown suggests increasing the size of the wordings in the short-term rental signs as they are hard to see from the right-of-way; especially occupancy and parking limits. She also recommends publicizing the afterhour emergency phone number for people to report violations; adding it was previously suggested they place it on refrigerator magnet and mail them to houses located in short-term rental areas.

According to the City Manager, they are already discussing putting a flag systems magnet out with the Technical Review Committee (TRC); and they could just add this recommendation into that discussion.

Ms. Brown noted that Major Jarvis previously suggested during a Council meeting that this Task Force addresses beach flags and try to work it in to their short-term rental discussions because of the problems they have had this year with people not understanding beach flags even though they are posted at some beach access points.

Mr. Forgione stated there was a suggestion to put an ad on Beach TV regarding beach flags since a lot of the guests usually watch Beach TV after checking in.

Ms. Brown asked how closely the short-term rental signs are being enforced in terms of parking and whether golf carts are allowed to be parked in the yard.

According to Mr. Forgione, nothing, including golf carts, can be parked on the grass. They are issuing parking citations if there are more vehicles parked on the property than the sign indicates.

Mr. Wampler asked if they could tow vehicles parked in the right-of-way.

The Land Use Attorney noted that State law requires a towing sign to be put in place in order to tow away vehicles.

Mr. Hickey asked if they could also cite short-term rental management company for any violations.

According to the Land Use Attorney, they are required by law to cite the property owner for the violation; and the property owner could then in turn deal with their rental management company.

Ms. Brown asked if they have discussed how to regulate condominiums because of the increasing problems with condominiums previously brought to the attention of the Council.

According to the Land Use Attorney, it was her understanding this is one of the major issues the Task Force will discuss prior to the visioning session so that it can be addressed at that session.

Mr. Wampler noted that in the three years he had done the analysis, there had not been reports of any code violations involving condominiums; adding that condominium associations normally handle any problems that may arise.

Ms. Brown noted that at a Council meeting, the Sheriff alluded to the number of calls they have been receiving related to condominium issues and the number of officers that have had to be dispatched to these condominiums.

Mr. Wampler argues that the Sheriff did not say that a lot of their resources are responding to condominium calls; he merely made a general statement that a lot of their resources are responding to Destin.

Ms. Brown noted that the issue regarding the required number of trash cans was previously addressed and was met with a lot of resistance. She continued there was a study done on the amount of trash people put out. The first three bedrooms require one trash can, and then another one per two additional bedrooms. She added that at a minimum, there should be one trash can for every two bedrooms.

Mr. Hickey suggests predicating the number of trash cans on the number of people a house is approved for rather than on the number of bedrooms.

Mr. Craul suggests requiring properties to have a special pick up during the afternoon on turnover days (Tuesdays/Saturdays) and reminding their tenants about the turnover day trash. Special garbage pickups on turnover days are currently happening before the trash are put out. Trash companies such as Waste Management should not come out until at least noon on turnover days.

Ms. Brown noted there are a lot of problems with remote check-ins because there are many more cars than the signs on these houses indicate.

Mr. Craul stated they cannot prohibit people from remotely checking in if that option is available.

With regards to registration stickers, Mr. Hickey suggests using different color stickers each year; similar to vehicle registration stickers.

Ms. Bell commented there are property managers that do the right thing; and there are those that are problematic and creating most of the problems. People are not required to be licensed to be property managers. If allowed by law, the City should make sure they have some sort of a registration process for property management company to make sure they are legitimate.

Mr. Wampler noted that property management companies should register as a sales tax collector and a bed tax collector and obtain a business tax receipt/permit from the City of Destin.

## **9. PUBLIC COMMENTS**

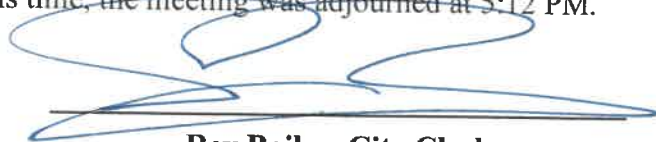
Ms. Karen Shelton, a Destin resident, commented on the following:

- 9 of every 10 short-term rental signs are in the right-of-way
- The 10 events that were reported under short-term rental activities all happened in one property so far this year
- Grandfathering short-term rental property should only apply to occupancy. There is a City ordinance that prohibits parking in the right-of-way so they should not be grandfathering allowing parking in the right-of-way
- Parking in the right-of-way should be cited for each occurrence
- There are a lot of short-term rental houses that from the right-of-way to the street are concrete or asphalt.

**10. NEXT MEETING DATE:** Tuesday, October 29, 2019, 2:00 PM

## **11. ADJOURNMENT**

Having no further business at this time, the meeting was adjourned at 5:12 PM.



**Rey Bailey, City Clerk**

**MINUTES  
SHORT TERM RENTAL (STR)  
TASK FORCE MEETING  
OCTOBER 29, 2019 – 2:00 PM  
CITY HALL BOARDROOM**

**1. CALL TO ORDER:**

The Short-Term Rental (STR) Task Force met in regular session with the following members and City staff present:

**2. ROLL CALL:**

**Members Present**

Jeff Marken  
Bruce Craul  
Ken Wampler  
Marcie Bell  
Patti Brown  
Shaun Hickey

**Staff Present**

City Manager Lance Johnson  
City Clerk Rey Bailey  
Code Compliance Manager Joey Forgione  
Community Dev. Director Louis Zunguze  
Code Compliance Officer William Morales

**3. Approval of Minutes: October 22, 2019**

Mr. Shaun Hickey noted that the goal discussed in Section 6 of the minutes is just one of the goals of the Task Force; not the primary goal. He asked that the word "primary goal" be changed to "a goal."

Referencing line 1 under "DISCUSSIONS" on page 4 of the minutes, Ms. Patti Brown pointed out that her recommendation was not to increase the size of the short-term rental signs but to increase the size of the wordings especially for "occupancy" and "parking" so they could be read from the street.

**Motion by Ken Wampler, seconded by Marcie Bell, to approve the minutes of the October 22, 2019 Short-Term Rental Task Force meeting, as amended, passed 6-0.**

**4. New Business**

**Mr. Shaun Hickey moved to add "Visioning Session – Proposed Topics of Discussion" on the agenda, and for it to be the first topic of discussed under "New Business." Motion was seconded by Ms. Marcie Bell and passed 6-0.**

**A) Visioning Session – Proposed Topics of Discussion**

At this time, Ms. Brown handed out a list of proposed Visioning Session topics, stating it is a compilation of items people often mentioned to her when the subject dealing with short-term rentals is discussed. She asked that they consider adding these items for discussion at the

Council Visioning Session. She briefly explained each item on the list.

➤ *Parking – Available spaces versus present parking*

Ms. Brown noted that even if the rental sign clearly marks the number of parking spaces, they are still seeing repeat offenders.

➤ *Golf Carts – Parking on sidewalks, City rights-of-way and in yards*

Ms. Brown stated that people are parking their golf carts on sidewalks, rights-of-way and in the yards.

Mr. Forgione stated these are not allowed, and that they have been issuing parking tickets to violators.

➤ *Registration of boats with City that are part of rental property use*

Ms. Brown noted that most of the calls she received regarding this topics are from Holiday Isle. These are boats parked behind houses in the canals.

Mr. Craul asked why it would be necessary to register these boats.

Mr. Forgione noted if the boats are being rented out as a secondary under the short-term rental program, it would fall under the livery vessel program and the boats would have to be registered.

Ms. Bell stated that Holiday Isle PC&Rs may not allow boat rentals; adding that guests can trailer their boat and park it during their stay if there are available slips.

Ms. Brown stated she was informed there are houses with boats included as part of their rental program.

Mr. Forgione stated that he would consult with the City's legal counsel about this issue.

➤ *Code Officers – Evening/night shift and Saturday nights*

➤ *Complaint Line – Magnetic refrigerator cards, signage in short-term rental units*

Ms. Brown stated that some people still do not know the number to the complaint line; and that there are no signage in front of the short-term rental units indicating those numbers.

Mr. Craul reiterated that a door hanger would work better than a refrigerator magnet.

➤ *Condominium short-term rental registration*

➤ *Increase the number of trash cans*

Ms. Brown noted there are still a lot of problems with rental houses not having enough trash cans.



➤ *Signage on beach flags in units*

Ms. Brown handed out copies of document showing beach warning flags, with explanations, as well as rip current safety tips. She mentioned that Mayor Jarvis requested they incorporate this issue into their discussions. She also noted that at her recent trip she stayed in a hotel where there are stickers with beach flag information placed on the back of every door as well as with hotel keys.

➤ *Repeat offenders on parking, trash and noise do not seem to be held accountable*

According to Ms. Brown, these problems occur in the same houses week after week.

Considerable discussions followed regarding trash pick-ups and required number of trash cans.

Mr. Forgione announced he has invited a Waste Management representative to attend the next meeting to discuss the trash can issue and what the company could offer with regards to special trash pick-up

Ms. Brown noted that many short-term rental companies already contract with companies that provide this special service and do not seem interested in switching to Waste Management or other companies.

Mr. Craul stated that Waste Management had put together a deal for a special trash pick-up for \$100 a month; but he feels they start picking up too early on Saturdays. He continued there is a company in his neighborhood called Trash Can Express that charges \$85 every 3 months including weekends to take the trash cans out to the curbside as early as 4 AM, and store them back at proper locations after trash is picked-up.

Ms. Bell suggests they require the rental homes to provide proof during the registration process that they have already set up a special trash pick-up.

Mr. Forgione stated that the Task Force could make that recommendation to the City Council.

Mr. Forgione noted that each can could hold 96 gallons of trash and could handle a family of six if trash is picked up twice a week.

Ms. Brown reported having trash lined up in the street creating a huge rat problem at Crystal Beach.

Mr. Forgione stated that a house that sleeps 24 but with only 2 trash cans would have a huge trash problem.

Mr. Hickey recommends predicating the number of trash cans on the number of people a house is approved for rather than on the number of bedrooms.

Ms. Brown noted that according to a study called Garbology 101, 30 people will utilize

5. 6 trash cans every 3 days.

Mr. Craul suggests requiring one trash can for every 3 bedrooms.

According to Mr. Hickey, the current requirement is one trash can for the first 3 bedrooms; and one can per two bedrooms thereafter. He also stated they have a lot of houses that are currently grandfathered in terms of occupancy; and so they would be short in trash cans if they base it on the number of bedrooms.

Ms. Brown stated they are still having trash problems in Crystal Beach with the current requirement of one trash can for the first 3 bedrooms; and one can per two bedrooms thereafter.

Mr. Marken pointed out that one of the problems is the Tuesday pick up. He stated that if trash is picked up late Saturday or early Sunday, people have to turn around and put out the trash Monday night for a Tuesday pick-up. There is not enough time to produce much trash for that short period of time, everything falls on the Friday pick up.

Ms. Bell stated that if they require more trash cans, they also need to take into account where to store them.

According to Mr. Forgione, since the cans cannot be placed outside of the front yard, a lot of the owners put them on the side of the house.

Mr. Craul pointed out that some neighborhoods are governed by homeowner's association that do not allow empty trash cans to be visible from the street; however, the City does not prohibit it and the original Task Force did not find a reason to address it. He added it would work better if Waste Management changes their Saturday pick-up time to 11 AM or later.

Mr. Wampler recommends requiring one 96-gallon trash can for every 6 people with a twice a week pickup.

**Mr. Bruce Craul moved that they base the number of trash cans on the number of people listed on the rental home sign, requiring one can for every 6 people, plus one recycle can. Mr. Shaun Hickey provided a second to the motion.**

According to Ms. Brown, this would result in less cans than what is currently required resulting in even more trash problems. She suggests requiring one trash can for every 2 bedrooms.

There was a consensus to add one can each time they hit the break point; such that 14 people would require 3 trash cans plus one recycle can.

**Motion passed 4-2; with Ms. Patti Brown and Ms. Marcie Bell dissenting.**

More discussions followed regarding special trash pick-up.

Ms. Bell recommends requiring rental home to prove they have a special pick-up set up as part of the registration process.

Mr. Hickey asked what happens if a home owner wants to conduct the special trash pick-up themselves rather than paying somebody else to do it.

Mr. Craul stated they should sign a contract stating they are taking the responsibility for doing it.

Mr. Marken suggests they add a language stating that the City does not force rental management companies to contract with specific provider for the valet service.

According to Mr. Forgione, the City cannot force rental companies to contract with any specific provider for special pick-up service.

**Ms. Marcie Bell moved to require rental management companies to provide a copy of a contract with a third party for a special pickup of trash or sign an affidavit that states they are going to be the responsible party; seconded by Mr. Jeff Marken.**

Mr. Wampler recommends modifying the motion stating that rental management companies must provide proof that they have contracted with a third party to perform Saturday afternoon pickup.

**Ms. Marcie Bell offered an amended motion to require rental management companies to provide proof that they have contracted with a third party to perform Saturday afternoon trash pickup, or sign an affidavit stating they are going to be the responsible party; seconded by Mr. Jeff Marken. Motion passed 6-0.**

There was considerable discussion regarding parking.

Ms. Bell stated that some garages are being used as extra bedrooms or recreational rooms and not for vehicle parking; adding that the garage of the home located behind her house has a pool table in it.

Ms. Brown noted that the signage on the new houses on Hutchinson Street indicates they have 8 parking spaces; but they are counting their garages as parking spaces even though these garages are filled with golf carts and other junk and are never used for parking. She continued they are parking on the sidewalk, right-of-way or in the yard. She added there is a continuing problem with houses exceeding their parking limitation, and they are routinely being warned or cited by Mr. Forgione.

Ms. Brown also noted that these same houses are being cited 2 or 3 times a week, and so it seems people are not being told they cannot park in the yard, on the sidewalks, in the right-of-way or on the street.

According to Mr. Forgione, they are going to start notifying both the property management company and the owners regarding the number of violations issued to their property. This will alarm the property owner, who may be residing in another state or country, that the management company they hired may not be doing the right thing.

Mr. Forgione stated that once a rental property has received a certain number of parking citations on any given week, they will issue a Notice of Violation to the property owner.

Mr. Wampler recommends that each address gets one warning each week; after which a Notice of Violation is issued. He added that habitual offenders should get one warning a week; and then a Notice of Violation.

There was some discussion relating to fines for illegal parking. Mr. Forgione noted that parking citations are currently worth \$30, which is well below the State average; and so, he would recommend increasing it to \$100.

The City Manager noted that increasing the fines needs to be discussed at the Visioning Session because it involves an ordinance change which requires Council's approval.

Mr. Wampler recommends that if there is a violation of City ordinance that relates to short-term vacation rentals, the citation should be issued to the homeowner. He asked if this would require an amendment to the ordinance.

According to Mr. Forgione, it would not require an amendment to the ordinance as it is in his prerogative as Code Compliance Manager to make this type of decision.

Ms. Brown stated that homeowners should be notified as some of them may not be aware how poorly their property is being managed.

Ms. Bell asked whether the parking policy will apply to everybody; so that if a homeowner has people over for a party and doing the same thing as the short-term rentals, then they would be cited.

Mr. Forgione stated they would be issuing a citation as the policy applies across the board.

**Mr. Ken Wampler moved they recommends to the City Council that the ordinance be amended increasing the fines for parking violations up to the maximum amount allowed by Florida Statute; seconded by Ms. Marcie Bell. Motion passed 6-0.**

Ms. Brown asked that they address the golf cart parking issue.

Mr. Forgione noted that golf cart parking is already covered in the ordinance; adding they issue warning tickets to golf carts parked in the street, sidewalk or in the yard.

Mr. Craul reiterated that if a house comes with a golf cart, it should not count as an additional parking space; so that a house with a golf cart that is authorized 8 parking spaces will have their golf cart parked in one of those spaces.

The next item discussed was the signage for beach safety. Ms. Brown reiterated that Mayor Jarvis had asked that they incorporate this issue into their discussions because he feels the

City should do something about all the drownings and near drownings that happened recently. Ms. Brown suggests they require educational information to be part of the packet which the rental owners hand to their guests when they check in.

Mr. Craul stated that a doorhanger would work much better since the last thing people check on their way out the door is the doorhanger; however, they should allow rental companies to decide how they want to handle this issue and whether they want to use a door hanger or a sticker.

Mr. Forgione noted that the City's Public Information Manager has reached out to Beach TV and posted items in social media to educate people on this issue.

After a brief discussion relating to the design for the signage, there was a consensus to allow Mr. Forgione to coordinate matters with the Public Information Manager and come up with a proposed design and bring it back for approval by the Task Force, and subsequently for Council's approval at the Visioning Session.

## **B) Commercial Events Ordinance**

Mr. Forgione noted that by regulation, holding more than 5 special events within a calendar year at the same property in a residential neighborhood is prohibited. He stated they would document the event, and if a property exceeds the 5 documented event limit during the same calendar year, they would issue a Notice of Violation to the property owner.

Mr. Craul asked how they would handle a situation when someone arranged a big wedding in Destin in March and claims that this event was arranged the year before and was grandfathered .

Mr. Forgione noted that the ordinance was adopted on May 6, 2019; and so, anybody that has a signed contract prior to May 6, 2019 is grandfathered in.

Ms. Brown pointed out that some of the signs are not readable from the street. There are also signs that still say, "Wedding Venue."

Mr. Wampler noted that by regulation the required content of the sign shall be legible as viewed from public right-of-way; however, signage should not be placed in the public right-of-way.

Mr. Forgione stated they will inspect the signs to make sure they are following regulation.

A brief discussion followed relating to condominium registrations.

Mr. Craul stated that condominiums should not have to be registered with the City.

Ms. Brown noted it was brought up at one of the Council meeting by the Sheriff that there was an increase in calls coming from condominiums.

According to Ms. Bell, there are condominiums that apparently are not registering with the TDC.

Mr. Craul maintains this is a County problem and not a City problem; and that the County has people responsible for handling this issue. He added that condominiums are already regulated under Chapter 718 of State statute.

## **5. Public Comments**

Mr. Bill Reddington commented that when he had vacation rentals in Crystal Beach, part of his management agreement was to have an extra pick up with Waste Management on Saturdays and paid for the extra pickup. When the contract was up for renewal, the company lowered their prices when other companies started bidding for the service. He suggests they consider hiring a different franchise.

Ms. Jeanne Dailey stated that it is the repeat offenders that are problematic. The City has rules already in place and they just need to come up with severe penalties for code violations. She continued that they could create door hangers or refrigerator stickers, but there is no guarantee they will be placed in the unit. She also stated they already have beach safety information included in their welcome packet. They are also sending out double red flag warnings and advising people not to go in the gulf. She added that most people do not like to read, and the more reading materials they receive, the less likely they would read the materials and adhere to them.

**6. NEXT MEETING DATE:** Tuesday, November 5, 2019, 2:00 PM, City Hall

## **7. ADJOURNMENT**

Having no further business at this time, the meeting was adjourned at 3:55 PM.



**Rey Bailey, City Clerk**

**MINUTES  
SHORT TERM RENTAL (STR)  
TASK FORCE MEETING  
NOVEMBER 5, 2019 – 2:00 PM  
CITY HALL BOARDROOM**

**1. CALL TO ORDER:**

The Short-Term Rental (STR) Task Force met in regular session with the following members and City staff present:

**2. ROLL CALL:**

**Members Present**

Jeff Marken  
Bruce Craul  
Ken Wampler  
Marcie Bell  
Patti Brown  
Shaun Hickey

**Staff Present**

City Manager Lance Johnson  
City Clerk Rey Bailey  
Code Compliance Manager Joey Forgione  
Community Dev. Director Louis Zunguze  
Code Compliance Officer William Morales  
Land Use Attorney Kimberly Kopp

**3. Approval of Minutes: October 29 , 2019**

The City Clerk will amend the minutes correcting identified discrepancies and bring the minutes back for approval at the next meeting.

**4. New Business**

**A) Presentation: Waste Management, Inc.**

Mr. Jake Alderfer, a representative of Waste Management, Inc., stated he is available to answer questions and discuss the valet service his company provides.

Ms. Brown asked if Waste Management picks up garbage bags laying beside trash receptacles.

Mr. Alderfer replied they do not pick up bags placed outside the trash can during the normal twice a week pick-up.

Ms. Brown suggests they include a verbiage in the ordinance that prohibits placing trash bags outside the trash receptacle. It is creating a big problem and it is the main source of the rat problems they are currently having at Crystal Beach and Holiday Isle. She also stated they need more trash cans based on the Garbology 101 study that they used last time. She also asked that this issue be discussed at the upcoming Council Visioning Session.



Mr. Forgione noted that the ordinance already requires all trash to be placed inside the trash receptacle; otherwise, it would be a violation. They will be issuing a citation or a Notice of Violation to property owners and providing a courtesy copy to property managers.

**Mr. Ken Wampler moved that whenever they reference a rental management company, they are also referencing a rental agent. Motion was seconded by Mr. Shaun Hickey and passed 6-0.**

Mr. Alderfer reported a 43% participation rate in the Friday in season trash pick-up for the entire City of Destin; which is a low number.

According to Mr. Craul, if there was 80% occupancy rate, 37% of the people did not put their trash out in time.

Ms. Bell stated that it could also mean rental houses are waiting until Saturday, which is a turnover day, to put out their trash.

Mr. Craul remarked that guests do not always read materials they receive from the unit or they do not listen to the people when they check in. Also, very few rental managers/agents issue a reminder to their tenants to put out the trash on Thursday.

According to Mr. Alderfer, they are currently discussing pricing for special valet service with Holiday Isle, where two of their people will be going through with a golf cart and pulling each can to the curbside for pick-up.

Ms. Bell noted that the problem is the entire membership of Holiday Isle is being forced to participate when not everybody needs the service.

Mr. Alderfer stated they may be able to settle for 50% participation.

Mr. Craul mentioned that Waste Management is already offering an in season valet service of \$100 a month.

Mr. Alderfer noted that the \$100 per month valet service, for a period of 3 months at a time, is only for Saturdays. They are currently discussing adding a Tuesday and Friday service with Holiday Isle.

Ms. Brown inquired as to the difference between the price for regular trash pick-up versus the valet service for Tuesday, Friday and Saturday.

Mr. Alderfer replied that the price for regular pick up is \$21.46 per month. The Tuesday and Friday valet pick up, which is currently being discussed, is about \$17.38 per month per household. They charge \$100 a month for valet service on Saturdays in 3-month increments.

According to Mr. Craul, the 50% of the people that do not put their trash out on Friday could really benefit from the extra valet service where they would have somebody put the trash out for them. It would solve their Saturday problem to a certain extent.

Mr. Wampler asked if they could adjust the Saturday pick-up to a later time because any time before noon is of little value to the majority of the houses.

Mr. Alderfer stated they could probably adjust the pick-up time to noon to 5 PM at the latest. They can complete the entire route in 5 hours, or less if they put out additional trucks. He would need to check which is viable under the contract.

Mr. Craul stated that noon to 5 PM would work much better as they would stand a better chance of picking up more trash.

Mr. Craul asked if it would be possible for Waste Management to prepare a report showing who did not put out the trash.

According to Mr. Alderfer, they would not be able to provide that information because of Privacy Act. They could only provide a percentage.

Ms. Brown stated that a lot of people do not read the ordinances and therefore unaware of the rules such as not to pile trash outside the trash receptacle. There should be a packet given to people at registration that provides these rules.

Mr. Forgione pointed out that the short-term rental application includes an "Acknowledgments" section that the rental owner or agent has to sign affirming they have been informed and has the knowledge of rental policies contained in the City of Destin Code of Ordinances. By signing the document, the rental owner or agent is also affirming that all the information stated in the registration application is complete, true and correct, and that all the standards, conditions and referenced regulations provided in the document have been read, understood and agreed to. Mr. Forgione suggests the Task Force review this section and add or change some of the language as appropriate.

Mr. Craul suggests adding a language in the City of Destin information flyer that has been provided stating that trash should not be placed outside the trash can.

Mr. Forgione noted that the flyer already includes the language, *"All trash must be placed inside garbage receptacles."*

There was a suggestion to add the trash pick-up days, to include the recycle day, in the flyer. The information in the flyer currently reads, *"Garbage containers shall not be placed curbside prior to 12 p.m. the day before pick-up."*

Mr. Forgione commented that with enough participation in the extra valet service on Tuesdays and Fridays, they may not have much of a problem with trash on Saturdays; especially if the trash pick-up hours are changed from noon to 5 PM.

According to Ms. Bell, that may not be completely true because they still have to rely on the tenants to place the trash in the trash cans. They may not be willing to throw away leftover food on Thursday and may decide to hold out until the Saturday pick-up.

Mr. Craul commented that most people forget trash days; and that his earlier suggestion was to have a valet service, not necessarily with Waste Management, that would take the trash out to the curbside on Thursday for the Friday pick-up.

According to Mr. Hickey, it is not reasonable to mandate all rental management/agent/owner to contract for a valet service. They should only encourage them to use that service.

Ms. Brown suggests mandating the habitual offenders to participate in the valet service.

Mr. Forgione asked if the City's Special Magistrate can make that determination at a hearing.

The Land Use Attorney stated that the Special Magistrate can make that determination if they put it in the code; but she would need to look into how the Waste Management contract is set up. She also stated that if they just start adding habitual offenders to the list to receive the valet service, they may not meet the 50% threshold for participation Mr. Alderfer mentioned earlier.

Mr. Wampler noted there are other companies, not just Waste Management, that offer the valet service.

According to Ms. Bell, the valet service may not work for the Holiday Isle Homeowners' Association because they have more condominium units that belong to the homeowners' association than they have homes and town homes.

At this time, Mr. Forgione asked the members of the Task Force to refer to the "Acknowledgments" section of the short-term rental registration. He suggests adding a language stating that *"Responsible party will ensure they contact their guests every Monday and Thursday evening to remind them of trash pick-ups the following day"* and add the dates and times for the trash pick-ups. They should also add that responsible party should adhere to the ordinance that requires they contract for valet service on Saturdays.

Mr. Craul suggests adding that statement to item #7 of the "Acknowledgments."

Ms. Bell asked that they bold and capitalize the word "No" under item #7 and have the subject matter in each of the item bolded and underlined, such as the word "Sign" in item #1 and "Phone number" for the responsible party in item #2, to make the document much clearer for the people who have to sign it.

Mr. Forgione also recommends having the rental properties place the City's information flyer in their rental homes.

Ms. Brown suggests adding the riptide information in the flyer, similar to the sample she previously provided.

Ms. Bell requests they bold and capitalize the word “not” within the statement in the flyer that reads “*Garbage containers shall not be placed curbside prior to 12 p.m. the day before pickup.*”

**Mr. Shaun Hickey moved that they add the following language under “Acknowledgment”: “*The rental management/agent will contact their guests the day prior to trash pick-up and advise them of the time they have to get the trash out*”; and that they contract with a third party for valet service on Saturdays. Ms. Patti Brown provided a second to the motion, which passes 6-0.**

Ms. Brown noted that in reference to item #2 about the phone number for the responsible party, there is at least one rental home in her street that the phone is answered by somebody in Miami; and that according to this person there was no other person to contact. She stated that the City needs to make sure there is a responsible party that resides in the local area that is able to respond in person to complaints or emergencies within a certain period of time.

Mr. Marken stated that educational is important. He recommends adding a language that the renter will be informed they are not to exceed occupancy.

**Mr. Jeff Marken moved to amend item #9 under “Acknowledgments” to read: “*The renter will be informed by the Responsible Party of applicable City and homeowners association laws and rules concerning noise, vehicle parking limit, household garbage pick-up days, common area usage, and occupancy limit as approved by the City.*” Mr. Bruce Craul provided a second to the motion, which passes 6-0.**

Ms. Bell stated that the language in item #9 should also be applied to item #10.

**Ms. Marcie Bell moved to amend item #10 under “Acknowledgments” to read: “*The property owner is aware of applicable City and homeowners association laws and rules concerning noise, vehicle parking limit, household garbage pick-up days, common area usage, and occupancy limit as approved by the City.*” Mr. Bruce Craul provided a second to the motion, which passes 6-0.**

Ms. Bell asked if the City has the authority to revoke an application after so many fines have been levied on the property.

According to the Land Use Attorney, they could include that language in the ordinance; but it would be up to the Council to consider telling somebody they can no longer rent their property because it could end up in court.

Mr. Wampler commented that this issue could have been addressed in the Business Tax Receipt.

## **5. PUBLIC COMMENTS**

Mr. Bill Reddington stated he does not understand why the Task Force is considering bypassing the management companies. He continued that when an owner that lives in another state hires a management company, that company should be responsible for dealing with the problem and not the owner. He also stated that the City, through all its applications, has everyone's email address and telephone numbers. They could set up some type of bio-contact list and send automatic emails to everybody on that list. They could send out an email or text to everybody on Monday and Thursday nights reminding them of garbage pick-ups.

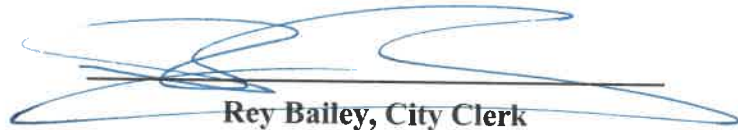
Ms. Brown argues that a lot of the management companies are not doing their job. The reason they have a rat problem at Crystal Beach is because of all the trash sitting out on the streets. She added that she owns an apartment building in Los Angeles, and that she will get on her management company if she is notified there is a problem.

Mr. Forgione noted that by State statutes, they have to go after the property owner. However, they send a courtesy copy of the violation to the management company or agent.

**6. NEXT MEETING DATE:** Tuesday, November 12, 2019, 2:00 PM, City Hall

**7. ADJOURNMENT**

Having no further business at this time, the meeting was adjourned at 3:45 PM.



Rey Bailey, City Clerk

**MINUTES  
SHORT TERM RENTAL (STR)  
TASK FORCE MEETING  
NOVEMBER 12, 2019 – 2:00 PM  
CITY HALL BOARDROOM**

**1. CALL TO ORDER:**

The Short-Term Rental (STR) Task Force met in regular session with the following members and City staff present:

**2. ROLL CALL:**

**Members Present**

Jeff Marken  
Shaun Hickey  
Ken Wampler  
Marcie Bell  
Patti Brown

**Staff Present**

City Clerk Rey Bailey  
Code Compliance Manager Joey Forgione  
Land Use Attorney Kimberly Kopp

**3. APPROVAL OF MINUTES:**

**A) October 29, 2019**

Referring to page 2 of the minutes, Mr. Hickey inquired as to the result of Mr. Forgione's consultation with the City Attorney regarding registration of boats with the City that are part of rental property use; whether this would fall under the livery vessel program.

According to Mr. Forgione, he has not discussed this issue with the City Attorney, but he will follow through with it and report back at the next meeting.

Mr. Hickey mentioned that at the October 29, 2019 meeting, there was a question as to why and when documented special event limitation per property changed from 2 to 5; adding he was unable to find it in the code.

The Land Use Attorney explained it was increased to 5 as *prima facie* evidence. It was the number the Community Development Director finds reasonable in the zoning districts as evidentiary standards and was approved by the City Council. She added that under Ordinance 18-30-LC, the definition of Commercial Special Events is "*Any wedding or wedding reception, spring break party, bachelor party, family reunion, class reunion, company banquet, company retreat and/or company picnic, or other similar event or celebration for which a property owner, property owner's agent, or occupant of the property obtains a profit, monetary compensation, event fee, or other commercial gain.*" She stated that the holding of two or more weddings or special events within a 12-month period is *prima facie* evidence of a violation if there is a

monetary gain. However, special events that are not “*commercial special events*”, shall be limited to five in any 12- month period in residential zoning districts.

Ms. Brown noted that on page 4 of the minutes, the vote on the motion “*to base the number of trash cans on the number of people listed on the rental home sign, requiring one can for every 6 people, plus one recycle can*” should have been 4-2 instead of 5-1; adding that both she and Ms. Bell voted against the motion as they both wanted to require one trash can for every 5 people. Ms. Bell confirmed her “no” vote.

#### **B) November 5, 2019**

Mr. Wampler noted that on line 9 from the bottom of page 1, the word “besides” should be changed to “beside.”

Referencing the language on page 4 of the minutes, Mr. Wampler asked if the Land Use Attorney was able to determine if the Special Magistrate can mandate habitual offenders to have a Saturday trash pick-up or valet service on Tuesday and Friday.

According to the Land Use Attorney, the Special Magistrate can only mandate what is in the code; adding that the City Council would have to approve adding that language in the ordinance.

**Motion by Mr. Ken Wampler, seconded by Ms. Patti Brown, to approve the minutes of October 29, 2019 and November 5, 2019, as amended, passed 5-0. Mr. Bruce Craul was absent from the meeting.**

There was some discussion relating to the next meeting scheduled for Tuesday, November 19<sup>th</sup>. Mr. Forgione noted that most staff members would be participating in training sessions on the E-Gov program for the City from November 19<sup>th</sup> to 21<sup>st</sup>. After further discussion, the Task Force agreed to move the meeting date to Friday, November 22<sup>nd</sup>, from 9 to 11 AM.

#### **4. NEW BUSINESS**

##### **A) Short-Term Rental Registration Acknowledgement Section – Amendments**

Ms. Brown stated that she has read through the entire booklet that was provided to them and has some concerns because some of the language is not clear. For instance, Section 1 did not say anything about the decal needing to be on the signs; while in another part of the booklet, it states the decal will be issued and the sign will be inspected after the decal is issued to make sure all the information, including the decal, is correct.

Mr. Forgione stated that they will make the correction.

According to the Land Use Attorney, regardless of what the booklet says, it is the language in the ordinance that is enforceable.



Ms. Brown also noted that with regards to the noise regulation, they are finding out, at least on Shirah Street, that a lot of people were saying the rules do not take effect until after 10:00 PM. Even though it is not what the ordinance says, most people do not read the ordinance. She added that the booklet should say the rules are in effect at all times.

Mr. Forgione noted that the flyer states, *"It shall be unlawful to allow or make excessive noise that is under human control that reasonably interferes with the peace, comfort and convenience of another person 150 feet from the property line at all times."* He also stated they will add this language in Section 1 of the booklet.

Ms. Brown noted that when they presented the registration fees to the Council, they have agreed to base the fees on the size of the house. She asked if that would be effective January 1, 2020.

Mr. Forgione noted it is now in effect and they will amend the booklet to reflect the current fee schedule.

Ms. Brown stated they presented to the Council that parking will be based on the maximum number of spaces on the building permit; however, the booklet states it will be based on the number of parking spaces the owners say they have on the property. She also stated that the house across from her house is authorized 4 parking spaces; but they have a golf cart in their garage and 8 cars in the driveway.

According to Mr. Forgione, required number of parking spaces is based on the number indicated on their sign and their development order.

The Land Use Attorney noted the number of parking spaces will be verified when the short-term rentals apply for their registration.

Ms. Brown noted that some rental homes park their car across the driveway entrance.

Mr. Forgione stated that the ordinance does not allow it and many of the homes have received warnings and citations for violating the ordinance.

Ms. Bell asked if they could require property owners to issue parking decals or hanging tags to their tenants and to have them displayed inside their car while the car is parked at the facility.

The Land Use Attorney stated that the Task Force can make that recommendation to Council.

Mr. Hickey asked how this would work with VRBO and Airbnb, and out of state owners who rent their home for income.

According to Mr. Wampler, they would typically mail or email parking passes to their tenants in advance.

Mr. Marken stated that he makes his guests aware of the number of parking spaces allowed; however, if he tells them they are allowed 4 parking spaces and they show up with 4 Suburban, they may not all fit and may stick out over the sidewalk.

**Ms. Marcie Bell moved to amend the ordinance to include in the short-term rental application process a requirement for rental properties to issue parking passes to their guests. Passes will have specific information pertaining to the property, such as the name or address of the property. Passes will be numbered with the maximum number of parking spots permitted on the property (i.e., 1 of 4, 2 of 4). Parking passes will be displayed inside the car while the car is parked on the property. Ms. Patti Brown provided a second to the motion. Motion passed 5-0.**

Next, Mr. Hickey noted that by ordinance, commercial trucks are not allowed on Luke Avenue, between Crystal Beach Drive and Hutchinson Street, as well as on Mark Avenue, between Scenic Hwy 98 and Luke Avenue. He stated that commercial trucks are cutting through their neighborhood because they are not allowed on other streets.

The Land Use Attorney looked in the Code of Ordinances and then asked the City Clerk to pull Ordinance 387 that was adopted on April 15, 2002. She will review the documents and will try to determine the reason for this regulation.

At this time, Mr. Forgione presented the revised City of Destin Information Flyer to the Task Force.

Ms. Bell noted that under the City of Destin Code Compliance section, there is a regular telephone phone number listed and then an afterhours telephone number; but there is no explanation as what afterhours mean.

Mr. Forgione stated that he will put Monday thru Friday, 8-5 next to the regular phone number so it would be clear to everyone that any other time is considered afterhours.

#### **B) Short-Term Rental Ordinance – Contact Phone Number for Responsible Party**

Mr. Forgione discussed the Acknowledgement portion of the short-term rental application.

Mr. Wampler noted there have been some recommendations made by members of the Task Force that are not yet reflected in the document; including some clarifying language in items 7, 9 and 10.

Mr. Forgione explained they are currently working with the IT Manager to resolve some formatting issues. He will bring the updated document back at the next meeting. He then referred to item 1 that reads, *"A sign will be posted and maintained on the property, 18" x 18" in size. The content of such sign is described in detail in the City of Destin Code of Ordinance, Chapter 13, Article 6, Section 13-114. Signage must include name and telephone number of the management company, name and telephone number of emergency contact (if different from*

*management company) occupancy limit and available parking spaces."*

Ms. Brown recommends they include the requirements for decal and include a language under item 4 of Acknowledgement that parking is prohibited at the front of a private or public driveway.

Mr. Forgione noted this particular language is already in the ordinance and so they could issue a citation.

There was some discussion relative to the placement of trash receptacles during non-pickup days.

The Land Use Attorney noted that according to the code, *"No garbage container shall be located at the curb for pick-up before 12 PM of the day prior to pick-up. Garbage container shall be removed before midnight of the day of pick-up. Additionally, by 5 PM the day after the last day of the contracted short-term rental period, all garbage shall be removed."*

According to Ms. Brown, some of the homeowners' association have bylaws that prohibit trash receptacles to be visible from the street during non-pickup days.

According to the Land Use Attorney, the City does not have that requirement, but the Task Force can make that recommendation.

Mr. Wampler noted that each community has different struggles and challenges. There are some communities that do not have garages and no place to hide their trash cans. He added it would not be fair for the City to adopt rules that some homes would not be able to accommodate.

The Land Use Attorney stated that if they require screening, they would have to define it as either in the garage, on the side of the house, or behind some kind of landscaping or wall. She added it would make more sense with homeowners associations to make these rules because they take into account the unique characteristics of their property. It would be more challenging for the City because they must consider all properties city-wide.

## **5. NEXT MEETING DATE:**

The Task Force agreed to schedule their next meeting on Friday, November 22<sup>nd</sup>, beginning at 9:00 AM.

Mr. Forgione stated that he would bring back an updated copy of the Acknowledgement document at the next meeting.

There were some discussions relative to sending recommendations to Council for approval by December so they could be memorialized in the ordinance and put into action prior to the start of the short-term rental registration process beginning in January 2020.

Mr. Forgione stated that he will capture all the motions/recommendation made by the Task Force and bring them back at the next meeting so that the Task Force can vote to send them forward to the City Council.

According to the Land Use Attorney, they would bring the Task Force recommendations forward to the City Council who can then direct staff to prepare an ordinance.

## **6. PUBLIC COMMENTS**

Mr. Bill Reddington stated that he does not understand why they would cite the property owner for parking violation instead of the people that are actually committing the violations.

Mr. Forgione explained if it is a parking violation under Chapter 19 of the code, they will issue a citation to the vehicle owner; however, if it is a violation of a short-term rental regulation, they are required to cite the property owner but they will send a courtesy copy to the management company/agent.

## **7. ADJOURNMENT**

Having no further business at this time, the meeting was adjourned at 3:45 PM.



**Rey Bailey, City Clerk**

**MINUTES  
SHORT TERM RENTAL (STR)  
TASK FORCE MEETING  
NOVEMBER 22, 2019 – 9 AM  
CITY HALL BOARDROOM**

**1. CALL TO ORDER:**

The Short-Term Rental (STR) Task Force met in regular session with the following members and City staff present:

**2. ROLL CALL:**

**Members Present**

Jeff Marken  
Shaun Hickey  
Ken Wampler  
Marcie Bell  
Patti Brown

**Staff Present**

City Clerk Rey Bailey  
Code Compliance Manager Joey Forgione  
Land Use Attorney Kimberly Kopp  
Code Compliance Officer William Morales  
Community Dev. Director Louis Zunguze  
City Manager Lance Johnson

**Members Absent**

Bruce Craul

**3. APPROVAL OF MINUTES:**

**A) November 12, 2019**

Page 3, line 17 – Ms. Patti Brown asked “3 ½ parking spaces” be changed to “4 parking spaces.”

Mr. Ken Wampler requested correction of some typographical errors within the document.

**Motion by Ken Wampler, seconded by Patti Brown, to approve minutes of the November 12, 2019 meeting passed 5-0.**

**4. NEW BUSINESS**

**A) Short-Term Rental Registration Acknowledgements Section – Amendments**

Ms. Brown noted that statements under the heading “Garbage” on page 2 of the Acknowledgements section of the application should read as follows:

*“Garbage receptacles shall **NOT** be placed curbside prior to 12 p.m. the day before pickup (Monday/Thursday). Garbage receptacles shall be removed before midnight the day of*

*pickup (Tuesday/Friday)."*

Ms. Brown requested the following statement be included under the heading "Parking" on page 2 of the Acknowledgements Section:

*"Vehicles shall **NOT** be parked in front of or blocking driveways."*

Mr. Hickey requested that the word "may" be replaced by "shall" or "are subject to" throughout the Acknowledgements document.

Mr. Wampler suggests the following statement contained on page 3 of the Acknowledgements section be removed because there is no way for the City to know when it is and therefore is unenforceable:

*"All trash shall be removed by 5:00 p.m. the day after the last day of the contracted short-term rental period."*

Mr. Forgione noted it is the exact language in the ordinance.

After a brief discussion, **Mr. Ken Wampler moved that the following language be deleted from the Short-Term Rental Ordinance: "By 5:00 p.m. the day after last the day of the contracted short-term rental period, all garbage shall be removed." Motion was seconded by Mr. Shaun Hickey. Motion passed 5-0. Mr. Bruce Craul was absent from the meeting.**

Ms. Bell pointed out the following two motions the Task Force adopted on October 29<sup>th</sup> should be added in the Acknowledgment section:

*"Require rental management companies to provide proof that they have contracted a third party to perform Saturday trash pickups beginning at noon, or sign an affidavit stating they are going to be the responsible party."*

*"Base the number of trash cans on the number of people on the rental home sign, requiring one can for every 6 people; plus, one recycle can."*

*"An acknowledgement that the rental manager/agent will contact their guests the day prior to trash pickup and advise them of the time they have to get the trash out."*

Ms. Bell noted that at the November 5<sup>th</sup> meeting, she suggested they add the statement, *"The City has zero tolerance policy for breaking the rules"* in the flyer.

Mr. Marken finds that statement a bit "heavy handed" and may not be appropriate to include in the flyer.

Mr. Wampler suggests using a lot more positive communication.

There was a consensus among the members not to include the statement in the flyer.

**Mr. Shaun Hickey moved to adopt the City of Destin Flyer, as revised, and the Acknowledgements section of the short-term rental application, as revised; seconded by Ms. Patti Brown. Motion passed 5-0. Mr. Bruce Craul was absent from the meeting.**

Ms. Bell pointed out the following two motions that were adopted unanimously in the November 5<sup>th</sup> meeting were left out of the Acknowledgements section of the application:

*“Motion to amend acknowledgement # 9 in the short-term rental application to read that the renter will be informed by the responsible party of the applicable City and homeowner association laws and rules concerning noise, vehicle parking limit, household garbage pickup days and occupancy limit as approved by the City.”*

*“Motion to amend acknowledgement #10 in the short-term rental application to read that the property owner is aware of the applicable City and homeowner association laws and rules concerning noise, vehicle parking limit, household garbage pickup days and occupancy limit as approved by the City.”*

According to the Land Use Attorney, they will present the exact language of the two motions to the Council, however she would recommend the homeowners association language be taken out because since they cannot regulate homeowners associations, they will not be able to enforce this type of policy.

Ms. Bell explained that the intent of her motion was just to have an acknowledgment there could be other rules in place other than the City rules.

Mr. Wampler noted by passing these motions they are saying homeowner's association rules can be more restrictive than City rules and therefore they have to abide by them.

The Land Use Attorney stated that task force members can attend the meeting when they present this information to the Council and defend these motions.

Next, Mr. Forgione informed the committee that the City will be utilizing a new computer system called eGov and that they plan to change the short-term rental registration renewal period to October 1<sup>st</sup> through December 31<sup>st</sup>; and late fee charges to begin January 1<sup>st</sup>. The computer system will automatically generate the renewal notices creating a more efficient system.

Code Compliance Officer William Morales, who is in-charge of short-term rentals, explained that all registrations currently expire December 31<sup>st</sup>; and since the registration renewal period is January to March, they are allowing short-term rentals to operate without a current license.

Mr. Wampler stated that an October to December registration renewal period for short-term rental is unreasonable. There are lots of operational challenges they have to deal with from vacation rental standpoint during this time of the year - attending homeowner's association meetings, preparing contracts, having staff on vacation and holidays among other things. He recommends changing all short-term rental registration expiration date to the last day of February each year.

Ms. Bell commented that a registration period of October 1<sup>st</sup> through December 31<sup>st</sup> to have licenses renewed by January 1<sup>st</sup> seems more appropriate.

According to Mr. Forgione, since Business Tax Receipt renewal period is July through September, everything will be in alignment; adding that the idea is to get all registrations renewed by spring break.

Mr. Wampler maintains that having all registrations expire the last day of February serves the same purpose as long as the license is renewed before it expires.

The Land Use Attorney recommends having everyone re-register by end of February or pay a late fee beginning March 1<sup>st</sup>.

**Mr. Ken Wampler moved having all short-term vacation rental registrations expire on the last day of February each year; seconded by Mr. Shaun Hickey. Motion passed 5-0. Mr. Bruce Craul was absent from the meeting.**

Mr. Forgione stated that the other issue they are currently dealing with is replacing lost decals. They currently do not have a fee for decal replacement.

Ms. Brown proposes charging a stiff fee for decal replacement.

Mr. Hickey recommends leaving it up to the City the amount of administrative fee to charge for decal replacement.

There were some discussions over how to figure out the fee cost in case of a change of a short-term rental property management during the registered period.

According to the Land Use Attorney, staff could conduct the research, analyze staff administrative costs and then make their recommendations to the City Council if this is the consensus of the committee.

Mr. Hickey recommends just charging an administrative fee in this case rather than a full or prorated registration fee.

Ms. Brown brought up a previous question whether rental houses with boats that are part of their rental program would fall under the livery vessel ordinance and require a registration.

The Land Use Attorney stated it would depend on their definitions in the livery vessel ordinance. Staff will research and propose an amendment to the City Council, if necessary.

Mr. Hickey brought up the issue relative to a 2002 ordinance prohibiting heavy trucks from residential neighborhoods.

According to the Land Use Attorney, the old ordinance as well as the minutes of the meeting when it was approved, did not fully explain why large trucks are prohibited from travelling on Luke Avenue and Mark Avenue.



Mr. Hickey asked when a rental property is considered a nuisance property and the City moves towards revoking its license and registration if it has a high number of repetitive noise violations and it loses its ability to rent.

Mr. Wampler noted this issue was addressed in the proposed Business Tax Receipt ordinance that was never adopted.

According to the Land Use Attorney, they currently do not have a specific number of violations in the code for a property to be considered nuisance. They could recommend to the City Council to have a property declared as nuisance and pay a higher fee once it receives a certain number of citations. They could also take the case to the Special Magistrate to impose a daily fine and to have a lien placed on the property if it does not come into compliance after a certain date. However, under the State statutes, the property must be provided a “reasonable” time to correct the violation which would then depend on the violation.

Ms. Bell asked Mr. Forgione to explain the procedure for issuing a citation, such as for a parking violation.

Mr. Forgione explained that the car gets a citation, the property owner will be charged for violation of the short-term rental ordinance, and a copy will be provided to the management company.

**Mr. Shaun Hickey moved to forward all motions and recommendations made by the Short-Term Rental Task Force to the City Council; seconded by Ms. Patti Brown. Motion passed 5-0. Mr. Bruce Craul was absent from the meeting.**

**5. NEXT MEETING DATE:** To be determined

**6. PUBLIC COMMENTS**

Mr. Erez Weinstein, owner and manager of three vacation rentals, encourages more communications between the City and the short-term rental owners or managers. For instance, instead of issuing a citation for a parking violation right away, the City could send an email or text to the property owner or manager asking them to correct the violation. He and a lot of other owners care enough to immediately take the necessary steps to remedy the situation.

Mr. Forgione noted there were times when he and other Code Compliance officers have called the management company to report multiple parking violations, and that a lot of them do respond right away and fix the problem.

Mr. Weinstein also stated that he is a small business owner and it will be too much for him to pay an additional \$100 a month to provide 3 trash cans for the 14 guests to his house; especially during off season when he has limited number of renters. He suggests not imposing this requirement during the off season or letting the owners decide if additional trash cans are necessary. He added that short-term vacation rental is a dynamic industry and the rules should not be applied across the board.

Mr. Bill Reddington, a Destin residence, noted that the Acknowledgements section of the short-term rental applications included the following statement, *“Before the hours of 7:00 a.m. or after 10:00 p.m., the occupancy load of the unit may not exceed the maximum allowed number of overnight tenants.”* He stated this is unenforceable because there is no way to determine who are and are not the overnight guests.

Mr. Reddington also stated that a Saturday mandatory garbage pick up does not make sense anymore because what used to be a Saturday to Saturday rental does not always apply anymore. Because of the cost for the homes, many of the guests go back home on a Wednesday.

Mr. Steve Deranian, a Destin resident, stated that Destin is becoming a quite popular destination for vacationers. He noted that Breckenridge, Colorado came up with a solution to the problems Destin is currently experiencing (i.e., parking, noise and trash). He distributed copies of the regulation the City of Breckenridge adopted and recommends they review it and extracts some of the information that may apply to Destin.

## **7. ADJOURNMENT**

Having no further business at this time, the meeting was adjourned at 10:45 PM.

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**Rey Bailey, City Clerk**

DRAFT



Welcome to the pristine white sand beaches and emerald green waters of Destin. Please help us preserve our little piece of paradise by kindly removing all the items that you brought with you, future generations are depending on you. Thank you for your help to protect our beautiful Emerald Coast. **By city ordinance the following applies to all parks and public beaches within the city limits:**  
**No Littering   No Glass   No Fireworks   No Animals   No Vehicles   No Fires**

**IMPORTANT NUMBERS  
FOR THE CITY OF DESTIN**

**Okaloosa County Sheriff's Office**

Emergency Number 9-1-1  
Non-Emergency Number 850-651-7400

**Destin Fire Department**

Emergency Number 9-1-1  
Non-Emergency Number 850-837-8413

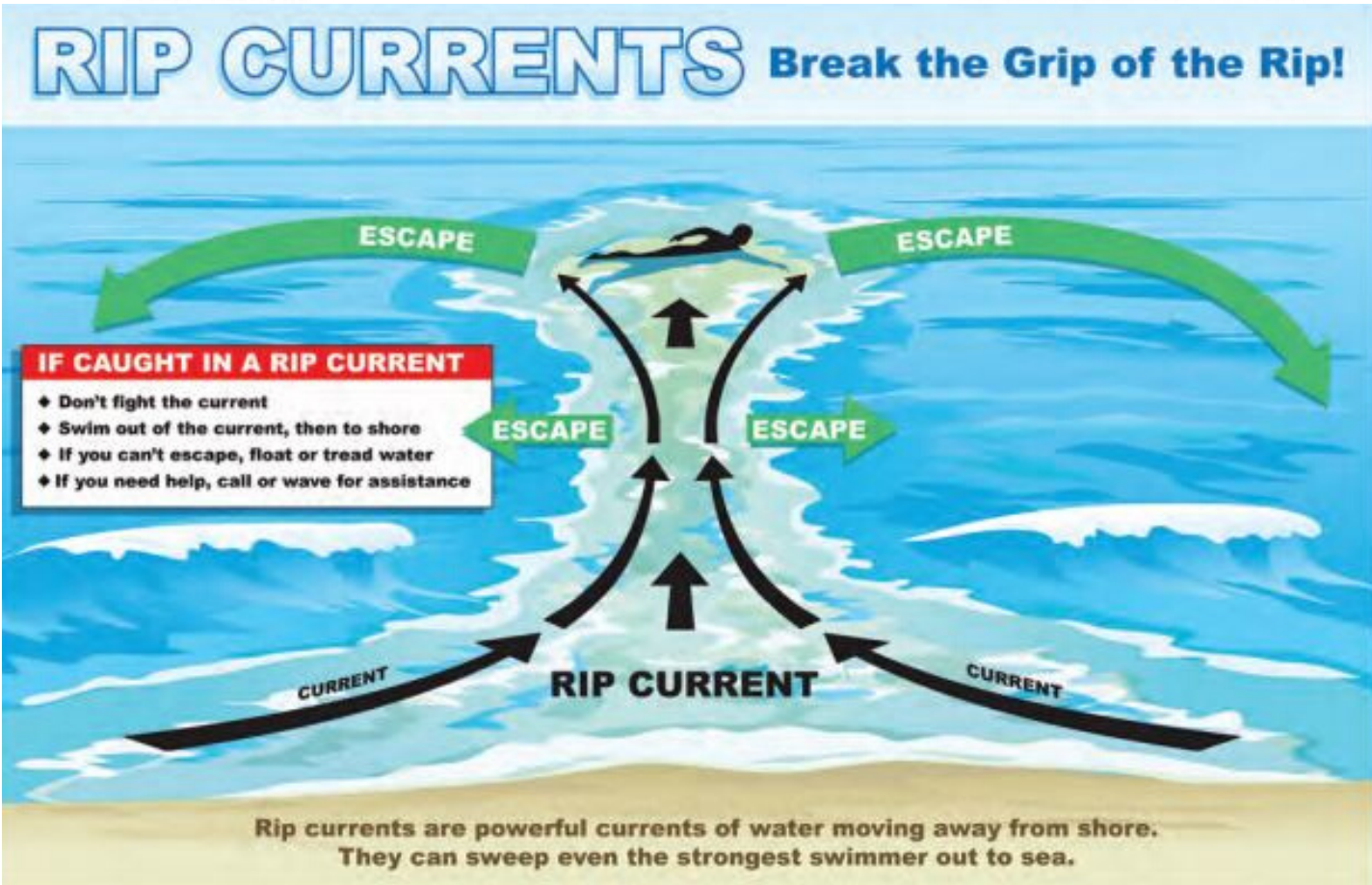
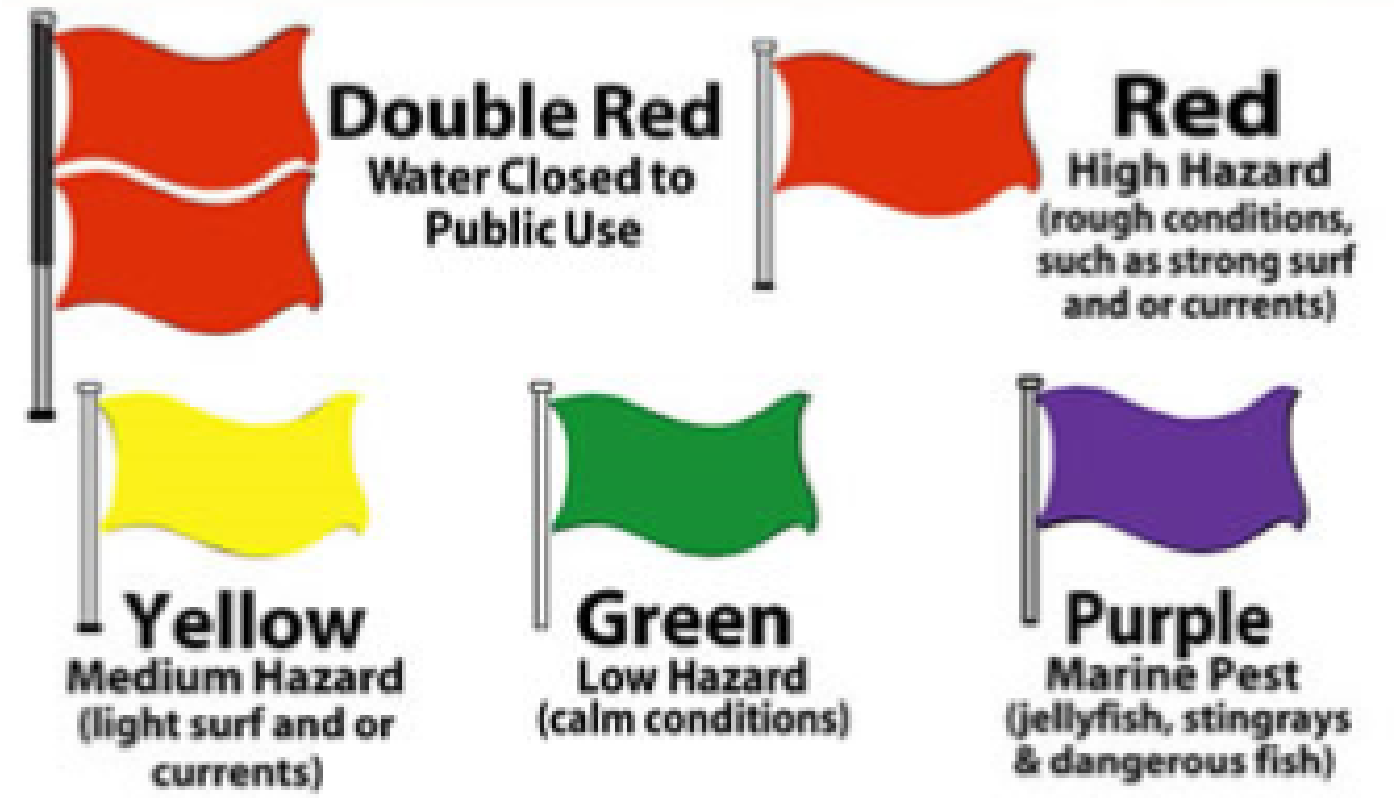
**City of Destin Code Compliance**

850-654-1119 (Monday - Friday, 8 a.m. - 5 p.m.)  
850-279-6658 (nights, weekends and holidays)  
EMAIL: [code@cityofdestin.com](mailto:code@cityofdestin.com)

**Destin City Hall**

850-837-4242

**BEACH FLAG WARNING SYSTEM**



**Enjoy your vacation and please be mindful of the following rules and regulations during your stay:**

**PARKING**

All vehicles to include but not limited to golf Carts shall only be parked in the driveway, garage or other City approved parking space for the dwelling unit.

Vehicles must **NOT** be parked in grassy areas, right-of-way, blocking or on sidewalks, or parked in roadways. Vehicles further shall **NOT** be parked in front of or blocking driveways.

Number of vehicles parked on property, shall **NOT** exceed the maximum number of parking spaces depicted on sign.

Vehicles in violation of the City of Destin's applicable codes may be subject to citation or impoundment.

**TRASH**

All trash shall **NOT** be placed on the ground and must be placed inside garbage receptacles. Trash pick-up is every Tuesday and Friday.

Garbage receptacles shall not be placed curbside prior to 12 p.m. the day before pickup (Monday and Thursday). Garbage receptacles shall be removed before midnight the day of pickup (Tuesday and Friday). All trash shall be removed by 5:00 p.m. the last day of the contracted short-term rental period.

**NOISE**

It shall be unlawful to allow or make excessive noise that is under human control that reasonably interferes with the peace, comfort and convenience of another person 150 feet from the property line at all times.



[WWW.CITYOFDESTIN.COM/BEACHES](http://WWW.CITYOFDESTIN.COM/BEACHES)



CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 6, 2020

**TYPE OF AGENDA ITEM:** City Manager Report

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**TO:** City Council

**THRU:** Lance Johnson, City Manager  
Webb Warren, Deputy City Manager

**FROM:** Michael Burgess, Public Services Director

**DATE:** 12/30/2019

**SUBJECT:** Airport Road Update

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**I. BACKGROUND:** Council has requested an update on the Airport Road Project at every Council meeting.

**II. DISCUSSION:** Guardrail Project: Staff has scheduled a meeting with Volkert Engineering to discuss the Airport Road Guardrail Project on January 8, 2020.

FDOT Road Design: The FDOT plans on designing this project using one of their consultants, the design should be complete before the end of the fiscal year (June 30, 2020). Construction is funded in their current fiscal year. FDOT plans on using a FDOT Safety Pushbutton contract to construct. FDOT will encumber the funds before June 30, 2020 with construction occurring sometime during the summer of 2020. *This information is per Michael Lewis, FDOT Safety Engineer.*

**A. Link to Strategic Goals / Objectives:** Organizational Excellence, Public Safety

**B. Effect on Budget (EOB):** No effect at this time. Council has authorized the City Manager to negotiate with Volkert Engineering for design services associated with the installation of guardrails.

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

**III. CONCLUSION:** An informational update only.

**IV. RECOMMENDED MOTION:** No action is required at this time.

Attachments:

None



CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 6, 2020

**TYPE OF AGENDA ITEM:** City Manager Report

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**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** Announcements

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**I. BACKGROUND:**

**II. DISCUSSION:**

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:  
None

## CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 6, 2020**TYPE OF AGENDA ITEM:** Consent Agenda

---

**TO:** City Council**THRU:** Lance Johnson, City Manager**FROM:** Kyle Bauman, City Attorney  
Louis Zunguze, Community Development Director**DATE:** December 20, 2019**SUBJECT:** City Council consideration for approval, a project located on Choctawhatchee Bay,  $\pm 56$  ft. extension, to include a boat house and two (2) 4' x 55' catwalks, located at 936 Bambi Drive. The total project footprint is  $\pm 330$  sq. feet.

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**I. BACKGROUND:** The applicant submitted a permit for a  $\pm 56$  ft. extension, to include a boat house with two (2) 4' x 55' catwalks to an existing dock. The original application exceeded the maximum length allowed per Article 11.05.01.M, City of Destin Land Development Code. The applicant re-submitted plans to remove  $\pm 37$  ft. of existing dock to accommodate the addition of a boathouse and two (2) catwalks. The dock is the maximum length allowed (i.e., 156 ft.) established in Article 11.

**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 104 feet. The proposed dock is 156 feet long and is within the maximum length allowed.

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.

At its September 23, 2019, meeting, the Harbor and Waterways Board moved and approved a motion to recommend that City Council approve the applicant's request contingent upon the applicant providing correct drawings, receiving his ACOE and FDEP permits and meeting all the conditions of the Code. The applicant has provided correct drawings, received his ACOE and FDEP permits



and meets all conditions of the Code.

**A. Link to Strategic Goals / Objectives:** 1) Enhance Quality of Life. 2) Improve Public Access and Use of Beach, Waterways and Harbor. 3) Enhance and Preserve Fishing Heritage and Environment.

**B. Effect on Budget (EOB):** There is no 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. There is no anticipated loss of service.

**III. CONCLUSION:** The project contractor provided a revised Florida Department of Environmental Protection (FDEP), File No. 0345682-003-EG/46 and Army Corp. Permit SAJ-2019-03473 per local, state, and federal requirements based upon the revised marine construction project. 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).

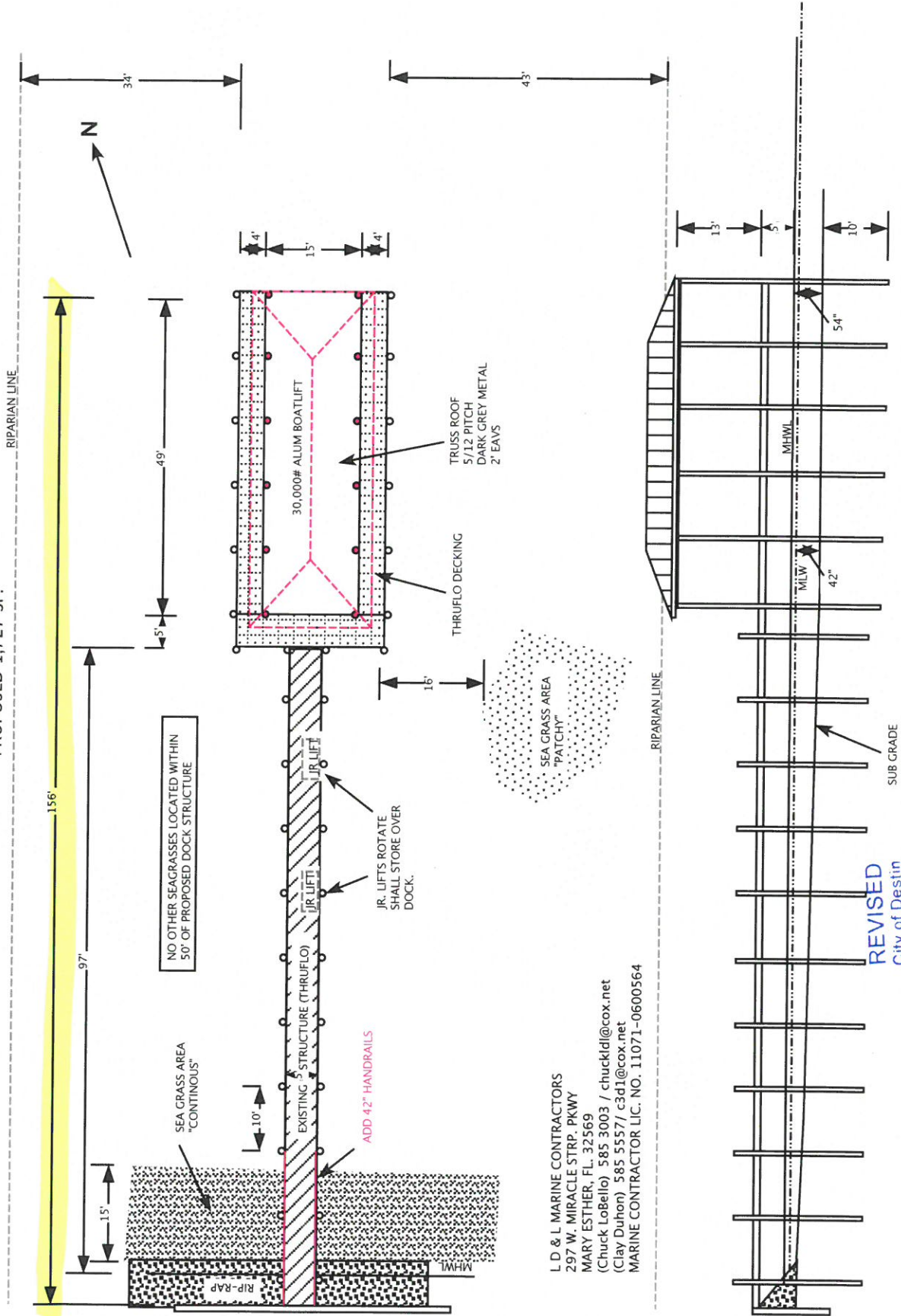
**IV. RECOMMENDED MOTION:** I move that City Council approve of a single-family marine construction project located at 936 Bambi Drive, ±56 ft extension, to include (1) boathouse with two (2) 4' x 55' catwalks, subject to the applicant meeting all applicable City permit requirements.

Attachments:

1. 936 Bambi Drive Site Plans
2. ACE Permit 936 Bambi Drive
3. FDEP Permit 936 Bambi Drive
4. 936 Bambi Drive Harbor Application

# SMITH DOCK PLAN 936 BAMBI

PROPOSED 1,727 SF.



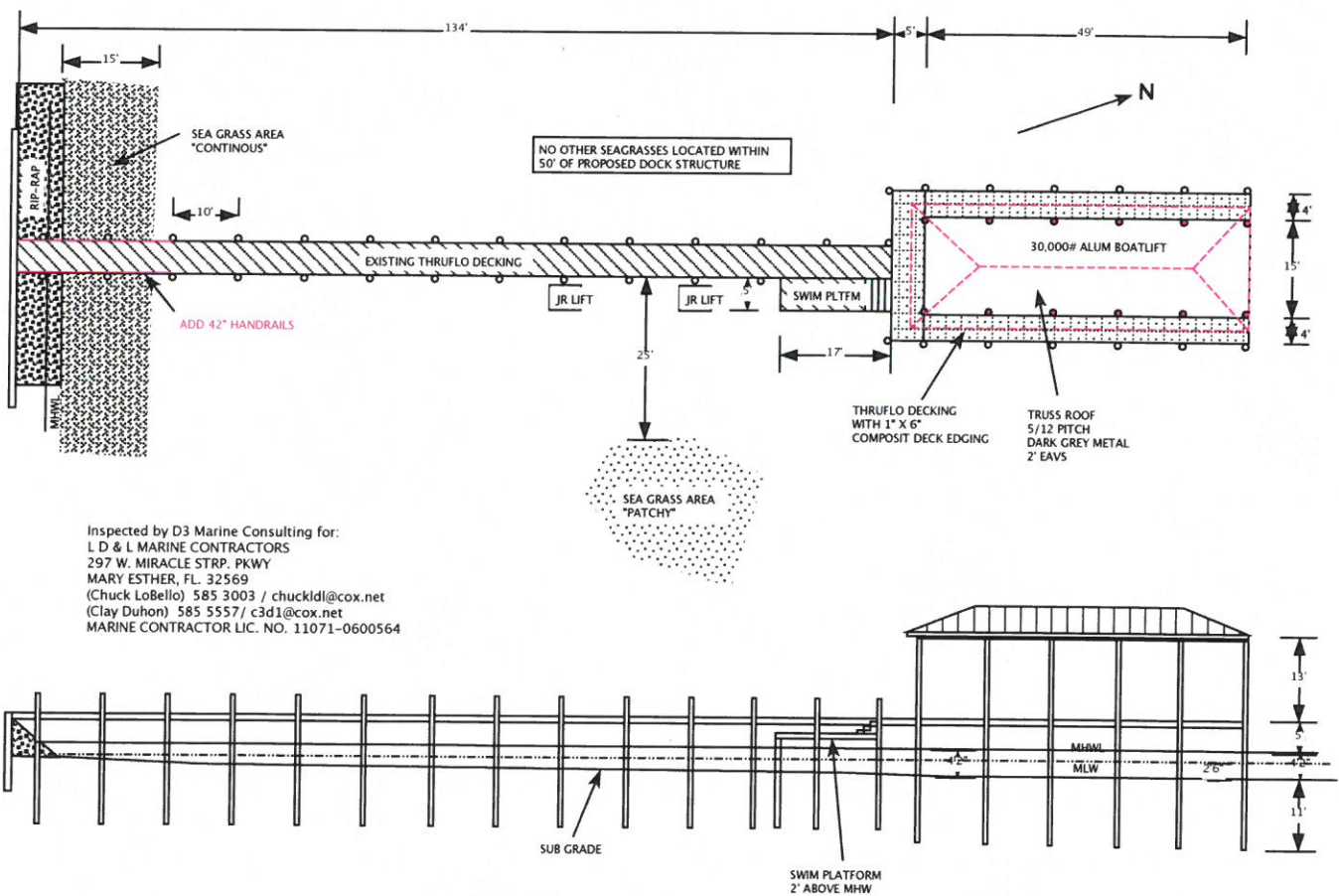
L D & L MARINE CONTRACTORS  
297 W. MIRACLE STRP. PKWY  
MARY ESTHER, FL. 32569  
(Chuck LoBello) 585 3003 / chuckldl@cox.net  
(Clay Duhon) 585 5557 / c3d1@cox.net  
MARINE CONTRACTOR LIC. NO. 11071-0600564

REVISED  
City of Destin

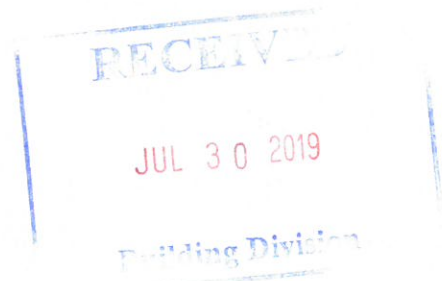
SEP 3 2019

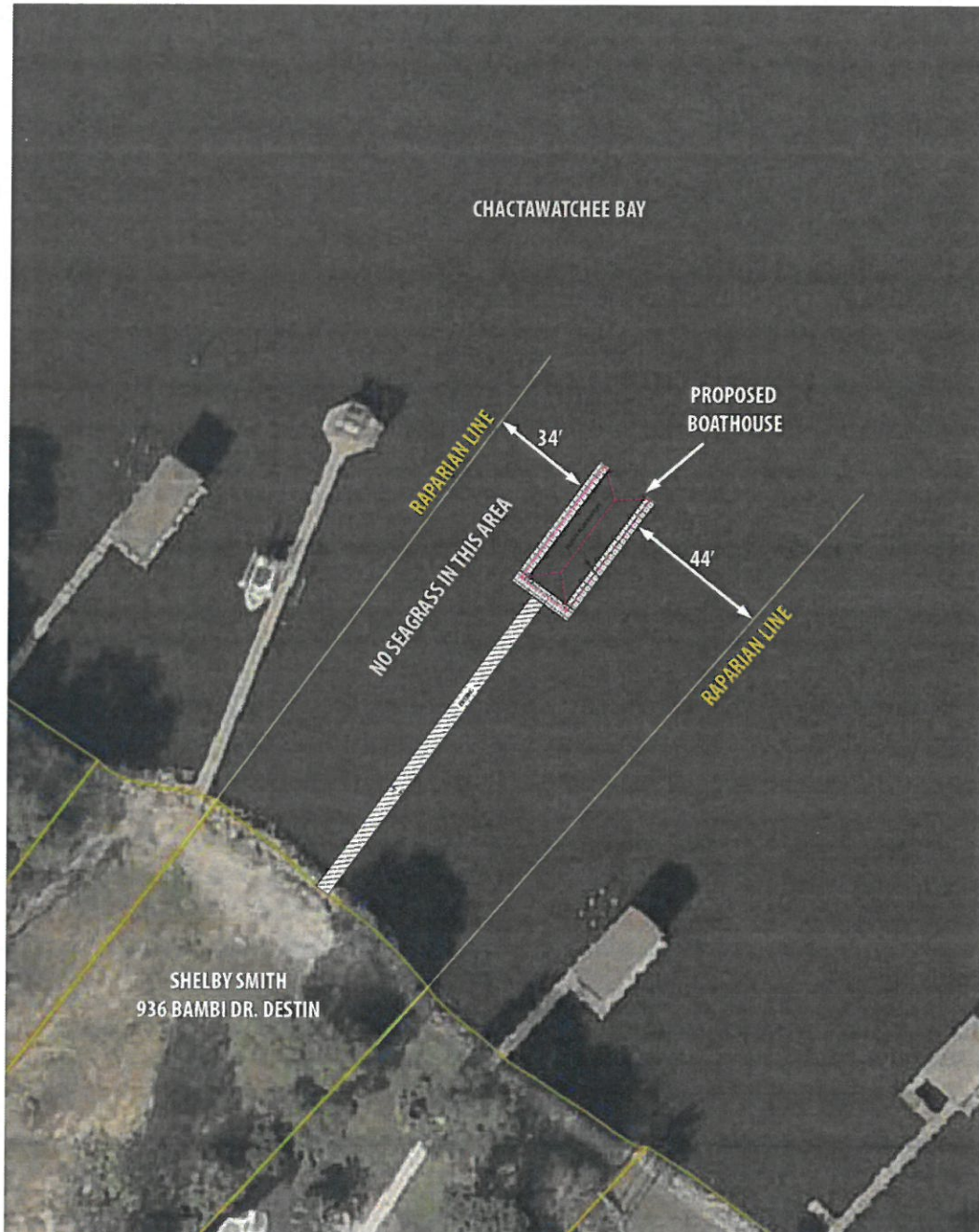
Building Department

# SMITH DOCK PLAN 936 BAMBI 1,997 SF.



Inspected by D3 Marine Consulting for:  
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

JUL 30 2019

Building Division





DEPARTMENT OF THE ARMY  
JACKSONVILLE DISTRICT CORPS OF ENGINEERS  
PENSACOLA REGULATORY OFFICE  
41 NORTH JEFFERSON STREET, SUITE 301  
PENSACOLA, FLORIDA 32502

REPLY TO  
ATTENTION OF

December 11, 2019

Regulatory Division  
North Permits Branch  
Pensacola Permits Section  
SAJ-2019-03473 (RGP-MDZ)

Shelby Smith  
936 Bambi Drive  
Destin, Florida 32541

Dear Mr. Smith:

Your application for a Department of the Army permit has been assigned number SAJ-2019-03473. A review of the information and drawings provided shows the proposed work is to construct a new covered boatlift on an existing single family pier. The existing structures consists of a 5-foot by 102-foot access pier. The proposed expansion will consist of a 5-foot by 23-foot platform, two 4-foot by 49-foot catwalks, and a 15-foot by 49-foot covered boatlift. All structures are elevated 5-feet above the Mean High Water Line (MHWL) and constructed in an area devoid of sea grasses. The total area of the structure will measure 1752 square feet. The project is located in Choctawhatchee Bay, at 936 Bambi Drive, Tax Parcel ID: 00-2S-22-1006-0000-0010, in Section 00, Township 02 South, Range 22 West, Destin, Okaloosa County, Florida.

Your project, as depicted on the enclosed drawings, is authorized by Regional General Permit (GP) SAJ-20. This authorization is valid until **March 27, 2023**. Please access the Corps' Jacksonville District Regulatory Division Internet page to view the special and general conditions for SAJ-20, which apply specifically to this authorization. The Internet URL address is: <http://www.saj.usace.army.mil/Missions/Regulatory.aspx>

Please be aware this Internet address is case sensitive, and you will need to enter it exactly as it appears above. Once there you will need to click on "Source Book"; and, then click on "General Permits". Then you will need to click on the specific SAJ permit noted above. You must comply with all of the special and general conditions of the permit; and, any project-specific conditions noted below, or you may be subject to enforcement action.

**The following special conditions are included with this verification:**

- 1. 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, 41 North Jefferson Street, Suite 301, Pensacola, Florida, 32502.
  - b. For electronic mail SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB).
  - c. The Permittee shall reference this permit number, SAJ-2019-03473 (RGP-MDZ), on all submittals.
2. **Commencement Notification:** Within 10 days from the date of initiating the authorized work, the Permittee shall provide to the Corps a written notification of the date of commencement of work authorized by this permit.
3. **Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form 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.
4. **Copy Retention:** All contractors involved in this permitted activity shall be provided copies of this permit in its entirety. A copy shall remain on site at all times during construction.
5. **Regulatory Agency Changes:** Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Pensacola Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.
6. **Material and Equipment Storage:** No building or fill materials, tools or other equipment shall be stockpiled within waters of the United States.
7. **Posting of Permit:** The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.

**8. Assurance of Navigation and Maintenance:** 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 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 or alteration.

**9. Turbidity Controls:**

- a. Shall be used throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.
- b. Shall be made of material in which listed species cannot become entangled (i.e., reinforced impermeable polycarbonate vinyl fabric [PVC]), and shall be monitored to ensure listed species are not entangled or trapped in the project area.
- c. Shall be removed promptly when the work is complete and the water quality in the project area has returned to background conditions.
- d. Shall not block entry to or exit from designated critical habitat.

**10. Jacksonville District Programmatic Biological Opinion (JAXBO), November 2017, Project Design Criteria (PDCs):** Structures authorized under this permit must comply with all applicable PDCs, based on the permitted activity, as required by JAXBO. Please note that failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take, and noncompliance with this permit. The NMFS is the appropriate authority to enforce the terms and conditions of JAXBO. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division internet webpage in the Endangered Species section of the Sourcebook located at:  
<http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx>

- a. Note - JAXBO may be subject to revision at any time. The most recent version of these conditions must be utilized during the design and construction of the permitted work. In accordance with the Endangered Species Act, and for those projects which do not comply with JAXBO, the Corps will seek individual consultation with the NMFS.

- b. Note - some authorized activities may deviate from the PDCs. In cases, where the activity (i.e., structure dimensions, length, etc.) deviates from the PDCs, the permit drawings shall supersede the PDCs.
- c. For each of the following authorized activities subject of this permit, the permittee shall adhere to the following PDCs, which are attached to, and made part of, this authorization/verification letter: Activity 2 - Pile-supported Structures and Anchored Buoys: (AP.1-14; A2.1-16; S.1; S.2; S.4)

**11. Project Design Criteria (PDCs) for In-Water Activities:** The Permittee shall comply with National Marine Fisheries Service's "PDCs for In-Water Activities" dated November 20, 2017 provided as an attachment to this permit.

**12. Activity Specific PDCs:** The Permittee shall comply with the NMFS JAXBO PDCs for Activity 2 dated November 20, 2017, provided as an attachment to this permit.

**13. Daylight Hours:** All activities must be completed during daylight hours.

**14. Sea Turtle and Smalltooth Sawfish Conditions:** The Permittee shall comply with National Marine Fisheries Service's "Sea Turtle and Smalltooth Sawfish Construction Conditions" dated March 23, 2006, provided as an attachment to this permit.

**15. Manatee Conditions:** The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work – April 2013" provided as an attachment to this permit.

**16. Cultural Resources/Historic Properties:**

- a. No structure or work shall adversely affect impact or disturb properties listed in the *National Register of Historic Places* (NRHP) or those eligible for inclusion in the NRHP.
- b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer



(SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

- c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.
- d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

This authorization does not obviate the necessity to obtain any other Federal, State, or local permits, which may be required. Prior to the initiation of any construction, projects qualifying for this RGP permit must qualify for an exemption under section 403.813(1), F.S. or 373.406, F.S., or otherwise be authorized by the applicable permit required under Part IV of Chapter 373, F.S., by the Department of Environmental Protection, a water management district under section 373.069, F.S., or a local government with delegated authority under section 373.441, F.S., and receive Water Quality Certification (WQC) and applicable Coastal Zone Consistency Concurrence (CZCC) or waiver thereto, as well as any authorizations required for the use of state-owned submerged lands under Chapter 253, F.S., and, as applicable, Chapter 258, F.S. You should check State-permitting requirements with the Florida Department of Environmental Protection or the appropriate water management district.

This authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish

and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (<http://www.myfwc.com/license/wildlife/>) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (<http://www.fnai.org/>) also maintains updated lists, by county, of documented occurrences of those species.

This authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

Please note U.S. Coast Guard regulations may require you as permittee to provide information for a Notice to the maritime community regarding your project. You should contact the Coast Guard Sector Mobile Waterways Management Branch (spw), 1500 15th Street, Mobile, AL 36615 or by phone at 251-441-5684 to determine if a Notice is necessary. Also any safety lights, signs and signals prescribed by the U.S. Coast Guard through their regulations or otherwise, must be installed and maintained at your expense as permittee on authorized facilities in navigable waters of the United States. To receive a U.S. Coast Guard Private Aids to Navigation marking determination, you are advised to contact the Eighth Coast Guard District (dpw), 500 Poydras St. Suite 1230, New Orleans, LA 70130, 504-671-2328 or via email to: [D8oanPATON@uscg.mil](mailto:D8oanPATON@uscg.mil) prior to installation/construction of any fixed structures. For general information related to Private Aids to Navigation please visit the Eighth CG District web site at: <http://www.atlanticarea.uscg.mil/district-8/district-divisions/waterways/PATON>.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced RGP, please contact Mia Zarbo by telephone at 850-439-3474.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at [http://corpsmapu.usace.army.mil/cm\\_apex/f?p=regulatory\\_survey](http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey). Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Sincerely,

A handwritten signature in black ink, appearing to read "Mia Zarbo". The signature is fluid and cursive, with a large, stylized initial "M".

Mia Zarbo  
Project Manager

Enclosures:

- General Conditions
- Commencement Notification
- Self Certification Statement of Compliance Form
- Standard Manatee Conditions for In-Water Work
- Sea Turtle and Smalltooth Sawfish Construction Conditions
- PDCs for In-Water Activities
- Activity Specific PDCs – Activity 2
- Transfer Request Form
- Drawings

Copies Furnished:  
CESAJ-SE

GENERAL CONDITIONS  
33 CFR PART 320-330

1. The time limit for completing the work authorized ends on the **dates identified in the letter.**
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 in the space provided 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. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow a representative 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.

## **COMMENCEMENT NOTIFICATION**

*Within ten (10) days of initiating the authorized work, submit this form via electronic mail to [saj-rd-enforcement@usace.army.mil](mailto:saj-rd-enforcement@usace.army.mil) (preferred, not to exceed 15 MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

**1. Department of the Army Permit Number:** SAJ-2019-03039 (NWP-MDZ)

**2. Permittee Information:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

**3. Construction Start Date:** \_\_\_\_\_

**4. Contact to Schedule Inspection:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Printed Name of Permittee

\_\_\_\_\_  
Date

**SELF-CERTIFICATION STATEMENT OF COMPLIANCE**

**Permit Number: RGP-20**  
**Application Number: SAJ-2019-03473**

Permittee's Name & Address (please print or type): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Location of the Work: \_\_\_\_\_

\_\_\_\_\_

Date Work Started: \_\_\_\_\_ Date Work Completed: \_\_\_\_\_

**PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES \_\_\_\_\_ NO \_\_\_\_\_**

**TO SCHEDULE AN INSPECTION PLEASE CONTACT \_\_\_\_\_**  
**AT \_\_\_\_\_**

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks,  
dredging,  
etc.): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Acreage or Square Feet of Impacts to Waters of the United States: \_\_\_\_\_

Describe Mitigation completed (if applicable): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

\_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date

## STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall 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.
- b. All vessels associated with the construction project shall 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.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. 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.
- e. 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](mailto:ImperiledSpecies@myFWC.com)
- f. 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](http://MyFWC.com/manatee). Questions concerning these signs can be sent to the email address listed above.



**UNITED STATES DEPARTMENT OF COMMERCE**  
**National Oceanic and Atmospheric Administration**  
**NATIONAL MARINE FISHERIES SERVICE**  
Southeast Regional Office  
263 13th Avenue South  
St. Petersburg, FL 33701

## **SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS**

The permittee shall comply with the following protected species construction conditions:

- a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
- b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
- c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
- d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.
- e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
- f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.
- g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006

O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc





**AP.1.** The applicant must agree to adhere to PDCs for *In-Water Activities* (provided below).

**AP.2.** All projects involving the installation of piles or sheet piles shall follow the PDCs for *In-Water Noise from Pile and Sheet Pile Installation* (Section 2.2). This Opinion does not cover projects that use seismic surveys, low frequency sonar, explosions, and seismic air guns.

**AP.3.** All projects proposed in or near areas with mangroves, seagrasses, corals, or hard bottom habitat must refer to PDCs for *Mangroves, Seagrasses, Corals, and Hard Bottom for All Projects* (provided below) to determine whether the project is covered under the Opinion and, if it is covered, to ensure it is sited, designated, and implemented following all of the PDCs in that section.

**AP.4.** For every project, the USACE must determine if the project is located within:

- Smalltooth sawfish critical habitat limited exclusion zones (Section 2.1.1.1)
- Gulf sturgeon critical habitat migratory restriction zones (Section 2.1.1.2)
- Atlantic sturgeon critical habitat exclusion zone (St. Marys River) (Section 2.1.1.3)
- North Atlantic right whale educational sign zones (Section 2.1.1.4)
- U.S. Caribbean sea turtle critical habitat restriction zones (Section 2.1.1.5)
- Bryde's whale exclusion zone (Section 2.1.1.6)

Where the activity is excluded from the Opinion within a particular zone, the application must be processed under a separate consultation. Where additional restrictions apply to activities within that zone, the USACE or other authorizing entity must ensure that the project meets the requirements for that zone.

**AP.5.** This Opinion only covers new construction (i.e., installation, repair, replacement) and does not apply to after-the-fact consultations or enforcement actions handled by the USACE.

**AP.6.** All activities must be completed during daylight hours.

For an activity to be covered under this Opinion, the USACE authorization must include the following conditions. Failure to comply with these conditions could result in enforcement action by the USACE and/or NMFS.

**AP.7. Education and Observation:** The permittee must ensure that all personnel associated with the project are instructed about the potential presence of species protected under the ESA and the Marine Mammal Protection Act (MMPA). All on-site project personnel are responsible for observing water-related activities for the presence of protected species. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing ESA-listed species or marine mammals. To determine which species may be found in the project area, please review the relevant Protected Species List at: [http://sero.nmfs.noaa.gov/protected\\_resources/section\\_7/threatened\\_endangered/index.html](http://sero.nmfs.noaa.gov/protected_resources/section_7/threatened_endangered/index.html)

**AP.8. Reporting** of interactions with protected species:

- a) Any collision(s) with and/or injury to any sea turtle, sawfish, whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (1-727-824-5312) or by email to [takereport.nmfs@noaa.gov](mailto:takereport.nmfs@noaa.gov) and [SAJ-RD-Enforcement@usace.army.mil](mailto:SAJ-RD-Enforcement@usace.army.mil).
- b) Smalltooth sawfish: Report sightings to 1-844-SAWFISH or email [Sawfish@MyFWC.com](mailto:Sawfish@MyFWC.com)
- c) Sturgeon: Report dead sturgeon to 1-844-STURG 911 (1-844-788-7491) or email [nmfs.ser.sturgeonnetwork@noaa.gov](mailto:nmfs.ser.sturgeonnetwork@noaa.gov)
- d) Sea turtles and marine mammals: Report stranded, injured, or dead animals to 1-877-WHALE HELP (1-877-942-5343).
- e) North Atlantic right whale: Report injured, dead, or entangled right whales to the USCG via VHF Channel 16.

**AP.9. Vessel Traffic and Construction Equipment:** All vessel operators must watch for and avoid collision with species protected under the ESA and MMPA. Vessel operators must avoid potential interactions with protected species and operate in accordance with the following protective measures:

- a) *Construction Equipment:*
  - i) All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while operating in water depths where the draft of the vessel provides less than a 4-foot (ft) clearance from the bottom, and in all depths after a protected species has been observed in and has departed the area.
  - ii) All vessels will follow marked channels and/or routes using the maximum water depth whenever possible.
  - iii) Operation of any mechanical construction equipment, including vessels, shall cease immediately if a listed species is observed within a 50-ft radius of construction equipment and shall not resume until the species has departed the area of its own volition.

- iv) If the detection of species is not possible during certain weather conditions (e.g., fog, rain, wind), then in-water operations will cease until weather conditions improve and detection is again feasible.
- b) *All Vessels:*
  - i) Sea turtles: Maintain a minimum distance of 150 ft.
  - ii) North Atlantic right whale: Maintain a minimum 1,500-ft distance (500 yards).
  - iii) Vessels 65 ft in length or longer must comply with the Right Whale Ship Strike Reduction Rule (50 CFR 224.105) which includes reducing speeds to 10 knots or less in Seasonal Management Areas (<http://www.fisheries.noaa.gov/pr/shipstrike/>).
  - iv) Mariners shall check various communication media for general information regarding avoiding ship strikes and specific information regarding right whale sightings in the area. These include NOAA weather radio, USCG NAVTEX broadcasts, and Notices to Mariners.
  - v) Marine mammals (i.e., dolphins, whales [other than North Atlantic right whales], and porpoises): Maintain a minimum distance of 300 ft.
  - vi) When these animals are sighted while the vessel is underway (e.g., bow-riding), attempt to remain parallel to the animal's course. Avoid excessive speed or abrupt changes in direction until they have left the area.
  - vii) Reduce speed to 10 knots or less when mother/calf pairs or groups of marine mammals are observed, when safety permits.

**AP.10. Turbidity Control Measures during Construction:** Turbidity must be monitored and controlled. Prior to initiating any of the work covered under this Opinion, the Permittee shall install turbidity curtains as described below. In some instances, the use of turbidity curtains may be waived by the USACE project manager if the project is deemed too minimal to generate turbidity (e.g., certain ATON installation, scientific survey device placement, marine debris removal) or if the current is too strong for the curtains to stay in place. Turbidity curtains specifications:

- a) Install floating turbidity barriers with weighted skirts that extend to within 1 ft of the bottom around all work areas that are in, or adjacent to, surface waters.
- b) Use these turbidity barriers throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.
- c) Position turbidity barriers in a way that does not block species' entry to or exit from designated critical habitat.
- d) Monitor and maintain turbidity barriers in place until the authorized work has been completed and the water quality in the project area has returned to background conditions.
- e) In the range of ESA-listed corals (St. Lucie Inlet, Martin County south to the Dry Tortugas and the U.S. Caribbean) and Johnson's seagrass (Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida):
  - Projects that include upland earth moving (e.g., grading to install a building or parking lot associated with a dock and seawall project), must install sediment control barriers to prevent any upland sediments from reaching estuarine or marine waters.
  - The turbidity curtain requirement cannot be waived for any project that moves or removes sediment (e.g., dredging, auger to create a pile, trenching to install a cable line). If turbidity curtains are not feasible in an area based on site conditions such as water current, high wave action, or stormy conditions, the project must undergo individual Section 7 consultation and is not covered under this Programmatic Opinion.

**AP.11. Entanglement:** All turbidity curtains and other in-water equipment must be properly secured with materials that reduce the risk of entanglement of marine species (described below). Turbidity curtains likewise must be made of materials that reduce the risk of entanglement of marine species.

- a) In-water lines (rope, chain, and cable, including the lines to secure turbidity curtains) must be stiff, taut, and non-looping. Examples of such lines are heavy metal chains or heavy cables that do not readily loop and tangle. Flexible in-water lines, such as nylon rope or any lines that could loop or tangle, must be enclosed in a plastic or rubber sleeve/tube to add rigidity and prevent the line from looping and tangling. In all instances, no excess line is allowed in the water.
- b) Turbidity curtains and other in-water equipment must be placed in a manner that does not entrap species within the construction area or block access for them to navigate around the construction area.

Note: **For projects authorized in reliance on this Opinion only**, the PDCs below supercede any other guidance documents otherwise applicable to reduce or avoid impacts to mangroves, seagrasses, and corals. This includes the NMFS's *Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation, Marsh, or Mangrove Habitat* dated August 2001, and NMFS's *Key for Construction Conditions for Docks or Other Minor Structures Constructed in or over Johnson's Seagrass (Halophila johnsonii)*, dated October 2002. NMFS may still apply these guidance documents in other consultations, including consultations on Essential Fish Habitat under the Magnuson-Stevens Fishery Conservation and Management Act, as appropriate.

**AP.12. Mangroves**

- To qualify for coverage under this Opinion, all projects must be sited and designed to avoid or minimize impacts to mangroves.
- Mangrove removal must be conducted in a manner that avoids any unnecessary removal and is limited to the following instances:
  - o Removal to install up to a 4-ft-wide walkway for a dock.
  - o Removal to install up to an 8-ft-wide walkway for public docks, where the walkway is necessary to address compliance with the Americans with Disability Act (ADA).
  - o Removal to install culverts necessary to improve water quality or restore hydrology between 2 water bodies. Such mangrove removal is limited to a maximum of 20 linear feet (lin ft) of shoreline per culvert opening.
  - o Removal of mangroves above mean high water (MHW) provided that the tree does not have any prop roots that extend into the water below the MHWL.
- Mangrove Trimming. Mangrove trimming is regulated by FDEP, Puerto Rico Department of Natural and Environmental Resources, and U.S. Virgin Islands Department of Planning and Natural Resources. Consistent with those authorities, when used in this Opinion, mangrove trimming refers to the removal (using hand equipment such as chain saws and/or machetes) of lateral branches (i.e., no alteration of the trunk of the tree) in a manner that ensures survival of the tree. This Opinion does not limit or supersede any restrictions on mangrove removal required under any federal, state, or local law.
  - o This Opinion only covers projects with associated mangrove trimming occurring waterward of MHW if such trimming (1) occurs within the area where the authorized structures are placed or will be placed (e.g., removal of branches that overhang a dock), (2) is necessary to provide temporary construction access, and (3) is conducted in a manner that avoids any unnecessary trimming.
  - o The Opinion does not apply to projects proposing to remove red mangrove prop roots waterward of MHW, except for removal to install the dock walkways, as described above (up to a 4-ft walkway and up to a 8-ft ADA compliant walkway) and to install culverts necessary to improve water quality or restore hydrology between 2 water bodies.

**AP.13. Seagrass:**

- Pile-supported structures must follow the PDCs for *Docks or Other Minor Structures* (PDC A2.17, Section 2.2.2)

**Johnson's seagrass:**

- This Opinion does not apply to projects where Johnson's seagrass is found within the project footprint except for:
  - Installation of pile-supported structures that meet the PDCs for *Docks or Other Minor Structures* (PDC A2.17, Section 2.2.2).
  - Maintenance dredging of previously authorized areas. This is limited to the removal of no more than 0.1 acre (ac) (4,356 ft<sup>2</sup>) of Johnson's seagrass per year (Activity 3; see Section 2.2.3)
  - Transmission/utility line repairs within the same footprint of the lines being repaired (Activity 8; see Section 2.2.8).

**Non-listed seagrasses:**

- All impacts to non-ESA listed native, non-invasive seagrasses should be avoided and minimized to the extent practicable.
- This Opinion does not apply to projects located within the geographic boundary of U.S. Caribbean sea turtle critical habitat (hawksbill, leatherback, and the NA DPS of green sea turtle critical habitat identified in Section 2.1.1.5) if non-ESA listed, native, non-invasive seagrasses are found within the project footprint.

**AP.14. Coral and Hard Bottom Habitat**

- This Opinion does not apply to projects that may affect, directly or indirectly, ESA-listed corals.
- Projects occurring within in the Florida Keys National Marine Sanctuary (FKNMS) may require separate consultation or authorization from NOAA's FKNMS. Projects authorized to occur in the FKNMS shall comply with any measures NOAA FKNMS has developed to avoid, minimize, and/or mitigate any effects on non-listed corals. For projects occurring outside of the FKNMS, if non-listed corals are found within the project footprint, we recommend relocating all non-listed corals, when possible, in a manner that is protective of the corals.
- This Opinion does not apply to projects where hard bottom habitat is found within the project footprint, except for the temporary placement (up to 24 months) of scientific survey devices (Activity 5) that have a footprint of less than 1 square foot (ft<sup>2</sup>) per device and are installed in a manner that does not permanently alter the hardbottom (e.g., the devices are not installed by drilling). For this Opinion, we define hard bottom in 2 ways:
  - Natural consolidated hard substrate that is suitable to support corals, coral larval settlement, reattachment and recruitment of asexual coral fragments. These areas of hard bottom or dead coral skeleton must be free from fleshy or turf macroalgae cover and sediment cover.

- Nearshore and surf-zone, low-profile hard bottom outcroppings (e.g., worm-rock reef [sabellariid worm reefs] and eolianite, granodiorite). This habitat can be persistent or ephemeral, cycling through periods of exposure and cover by sand. The range of this hard bottom habitat extends along the southeastern coast of Florida from Cape Canaveral to Miami-Dade County and in the U.S. Caribbean. It is an important developmental habitat for juvenile hawksbill and green sea turtles, which use it for both foraging and refuge.

**Open Water**

The letters A-E in the tables below specify the PDC category. Activities labeled A-D must follow the corresponding PDCs for labeled Category A-D below. Activities labeled E are excluded from this Opinion, as stated in Category E below.

|                                                                                                                                | <b>Trench and fill</b> | <b>Pilot hole (auger or drop punch)</b> | <b>Jetting</b> | <b>Vibratory</b> | <b>Impact hammer</b> |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------------------------|----------------|------------------|----------------------|
| Wood piles 14-inch (in) diameter or less when installed via impact hammer and 36-in or less for all other installation methods | A                      | A                                       | A              | A                | B                    |
| Concrete pile 24-in diameter/width or less in open water                                                                       | A                      | A                                       | A              | A                | B                    |
| Metal pipe pile 36-in diameter or less                                                                                         | A                      | A                                       | A              | A                | E                    |
| 2 metal boatlift I-beams                                                                                                       | A                      | A                                       | A              | A                | B                    |
| Concrete slab wall- any size                                                                                                   | A                      | A                                       | A              | A                | B                    |
| Vinyl sheet pile- any size                                                                                                     | A                      | A                                       | A              | A                | B                    |
| Metal sheet pile- any size                                                                                                     | A                      | A                                       | A              | A                | E                    |

**Confined Space**

In Florida, we consider the confined space to be any area that has a solid object (e.g., shorelines or seawalls) within 150 ft of the pile installation site and in the U.S. Caribbean we consider confined space to be any area that has a solid object within 260 ft of the pile installation site.

|                                                                                                                        | <b>Trench and fill</b> | <b>Pilot hole (auger or drop punch)</b> | <b>Jetting</b> | <b>Vibratory</b> | <b>Impact hammer</b> |
|------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------------------------|----------------|------------------|----------------------|
| Wood pile 14-in diameter or less when installed via impact hammer and 36-in or less for all other installation methods | A                      | A                                       | A              | A                | B                    |
| Concrete pile 24-in diameter/width or less (5 piles or less installed/day)                                             | A                      | A                                       | A              | A                | C                    |
| Concrete pile 24-in diameter/width or less (6-10 piles installed/day)                                                  | A                      | A                                       | A              | A                | D                    |
| Metal pipe pile 36-in diameter or less                                                                                 | A                      | A                                       | A              | A                | E                    |



|                                                                 |   |   |   |   |   |
|-----------------------------------------------------------------|---|---|---|---|---|
| 2 metal boatlift I-beams                                        | A | A | A | A | B |
| Vinyl sheet pile – any size                                     | A | A | A | A | B |
| Concrete slab wall- any size<br>(5 slabs or less installed/day) | A | A | A | A | C |
| Concrete slab wall- any size<br>(6-10 slabs installed/day)      | A | A | A | A | D |
| Metal sheet pile- any size                                      | A | A | A | A | E |

**A. The Projects identified as A above must comply with PDCs identified for all projects in this Opinion. Specific PDCs related to noise include:**

1. All work must occur during daylight hours only (PDC AP.6).
2. All construction personnel are responsible for observing water-related activities to detect the presence of these species and avoid them (PDC AP.7).

**B. The projects identified as B above must follow all of the conditions under A, above, AND also must limit the maximum number of piles installed per day to no more than 10 piles per day.**

**C. The projects identified as C above must follow all of the conditions under A, above, AND also must limit the maximum number of piles installed per day to no more than 5 piles per day.**

**D. The projects identified as D above must follow all of the conditions under A and B, above, AND also must abide by one of the noise abatement measures below, as chosen by the applicant:**

1. Bubble curtain: The bubble curtain design must adhere to the guidelines for unconfined and confined bubble curtains described in Appendix B.
2. Temporary noise attenuation pile (TNAP) also known as a pile isolation casing: The TNAP design must be constructed of a double-walled tubular casing (a casing within a larger casing), with at least a 5-in-wide area between the casings that is dewatered to create a hollow space or 5-in wide area between the casings completely filled with closed-cell foam or other noise dampening material between the walls. The TNAP must be long enough to be seated firmly on the sea bottom, fit over the pile being driven, and extend at least 3 ft above the surface of the water.
3. The use of any other alternative noise control method must receive prior approval by NMFS and the USACE, as described in Section 2.3.

**E. The projects identified as E are not covered under this Opinion.**

## Activity 2 (A2): Pile-Supported Structures and Anchored Buoys

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### ***Project Design Criteria***

#### **PDCs Specific to Activity 2 - Pile-Supported Structures and Anchored Buoys:**

A2.1. Activities covered by this Opinion include the installation, repair, replacement, and removal of structures as described below:

- A2.1.1. The pile-supported and anchored structures included in this Opinion are: docks and piers, boatlifts, mooring piles and dolphin piles associated with docks/piers; ATONs and PATONs; floating docks; pile-supported chickees (i.e., small, back-country, over-water, pile-supported, primitive camping shelters); boardwalks (as long as they are designed and clearly marked to prohibit fishing and vessel mooring); mooring fields and buoys; and other minor pile-supported structures. This does not include structures that support large commercial vessels including ferries, tankers, and cargo ships such as ferry terminals and large ports.
- A2.1.2. Pile-supported docks/piers for a single-family residential lot are limited to 4 slips for motorized vessels. Slips for non-motorized vessels (e.g., kayak, canoe, and paddleboard) and associated launching areas do not count toward the total slip number.
- A2.1.3. Pile-supported structures for marinas, multi-family facilities (e.g., condo complexes, trailer parks, subdivisions when the homeowners association owns and controls the in-water structures). Docks and piers for multi-family residential properties (e.g., condos, trailer parks, apartment complexes), and marinas are limited to a maximum of 50 total slips (i.e., combination of wet and dry slips for existing plus proposed slips).
- A2.1.4. Anchored buoys and temporary pile-supported structures associated with marine events. Upon completion of the event, these structures must be removed and, to the maximum extent practical, the site must be restored to pre-construction elevations. Water depths in the area of marine events must be deep enough to support at least 5 ft of water depth under the keel of a vessel and between the keel of a vessel and ESA-listed coral colonies when transiting to the mooring areas. There is no limit on the number of vessel slips allowed for temporary structures associated marine events such as boat shows.
- A2.1.5. Mooring fields are limited to a maximum of 50 motorized vessels (there is no limit on the number of non-motorized vessels).
- A2.1.6. All pile-supported structures constructed must comply with PDC 2.17 for *Docks or Other Minor Structures Constructed in Florida Under this Opinion* (see below).

#### **The following PDCs apply to all the activities described in PDC A2.1 above:**

A2.2. For commercial, multi-family, or public facilities, and marine events, signs must be posted in a visible location(s), alerting users of listed species in the area susceptible to vessel strikes and hook-and-line captures. The most current version of the signs that must be downloaded and sign installation guidance are available at:

([http://sero.nmfs.noaa.gov/protected\\_resources/section\\_7/protected\\_species\\_educational\\_signs/index.html](http://sero.nmfs.noaa.gov/protected_resources/section_7/protected_species_educational_signs/index.html)). The signs required to be posted by area are stated below:

- A2.2.1. All projects in Florida shall use the Save Sea Turtle, Sawfish, and Dolphin sign. These signs shall include contact information to the sea turtle and marine mammal stranding networks and smalltooth sawfish encounter database.
- A2.2.2. Projects within the North Atlantic right whale educational sign zone (as defined in Section 2.1.1.4) shall post the Help Protect North Atlantic Right Whales sign.
- A2.2.3. On the east coast of Florida, projects located within the St. John's River and those occurring north of the St. Johns River to the Florida-Georgia line shall post the Report Sturgeon sign. On the west coast of Florida, projects occurring from the Cedar Key, Florida north to the Florida-Alabama line.
- A2.2.4. We are still developing the signs to be used in the U.S. Caribbean. Once developed, those signs will be included at the website above.
- A2.3. For commercial, multi-family, or public facilities, monofilament recycling bins must be provided at the docking facility to reduce the risk of turtle or sawfish entanglement in, or ingestion of, marine debris. Monofilament recycling bins must:
  - A2.3.1. Be constructed and labeled according to the instructions provided at <http://mrrp.myfwc.com>.
  - A2.3.2. Be maintained in working order and emptied frequently (according to <http://mrrp.myfwc.com> standards) so that they do not overflow.
- A2.4. For any dock project (new construction, repair, or replacement) at a private residence located within 11 nautical miles of North Atlantic right whale critical habitat (as measured in a radius from the center of the nearest inlet to open ocean and described in Section 2.1.1.4), the property owner will be provided a handout with their USACE permit describing the presence of North Atlantic right whales in the area and the Federal regulations governing the approach to North Atlantic right whales (Appendix C).
- A2.5. ATONs and PATONs must be approved by and installed in accordance with the requirements of the USCG (see 33 CFR, chapter I, subchapter C, part 66 and RHA Section 10 and any other pertinent requirements).
- A2.6. Chickees must be less than 500 ft<sup>2</sup> and support no more than 2 slips.
- A2.7. No activities associated with municipal or commercial fishing piers are covered under this Opinion.
- A2.8. Docks installed within visible distance of ocean beaches are required to comply with turtle-friendly lighting, if lighting is necessary to the project. Turtle-friendly lighting is explained and examples are provided on the Florida Fish and Wildlife Conservation Commission website: <http://myfwc.com/wildlifehabitats/managed/sea-turtles/lighting/>
- A2.9. Project construction will take place from uplands or from floating equipment (e.g., barge); prop or wheel-washing is prohibited.

**Additional PDCs for Activity 2 applicable in critical habitat:**

***In addition to the PDCs above, the project must be designed to meet the following PDCs if the project occurs in the critical habitat as described below.***

- A2.10. *Acropora* critical habitat and the U.S. Caribbean: This Opinion does not cover new and expanded pile-supported structures in *Acropora* critical habitat where the essential features are present. The distance from ATONs to ESA-listed corals and *Acropora* critical habitat shall ensure there are no impacts to the corals or the essential feature of *Acropora* critical habitat from the movement of buoys and tackle. The appropriate distance shall be based on the size of the anchor chain or other tackle to be installed to secure the buoy to its anchor, particularly when the design of the ATON does not prohibit contact of tackle with the marine bottom. In all cases, buoy tackle will include flotation to ensure there is no contact between the anchor chain or line and the marine bottom.
- A2.11. Gulf sturgeon critical habitat: Additional noise restrictions are required for pile and sheet pile installation in the Gulf sturgeon critical habitat migratory restriction zones defined in Section 2.1.1.2. The noise restrictions are described in that section.
- A2.12. Smalltooth sawfish critical habitat: This Opinion does not cover activities occurring in areas identified as smalltooth sawfish limited exclusion zones defined in Section 2.1.1.1.
- A2.13. North Atlantic right whale critical habitat: This Opinion does not cover installation of anchored ATONs and permanent buoys in North Atlantic right whale critical habitat; temporary buoys for marine events are allowed in North Atlantic right whale critical habitat.
- A2.14. Johnson's seagrass critical habitat: This Opinion does not cover new marinas or multi-family facilities in Johnson's seagrass critical habitat. Repair, replacement, and reconfiguration of existing marinas or multi-family facilities may be covered if it (1) occurs within same overall footprint (out to the perimeter of the facility, including the outer limits of the structure and permitted mooring locations), (2) does not increase the total aerial extent (i.e., area of coverage from the dock structures) of the existing facility, and (3) does not affect Johnson's seagrass. Mooring fields are allowed in Johnson's seagrass critical habitat and within the range of Johnson's seagrass so long as they occur in waters deeper than -13 ft (-4 m).
- A2.15. NWA DPS of loggerhead sea turtle critical habitat: ATONs (pile-supported and anchored buoys) are allowed in nearshore reproductive habitat of the NWA DPS of loggerhead sea turtles under this Opinion. No other pile-supported structures are allowed in nearshore reproductive habitat under this Opinion.
- A2.16. U.S. Caribbean sea turtle critical habitat (hawksbill, leatherback, and the NA DPS of green sea turtle critical habitat): ATONs (pile-supported and anchored buoys) are

allowed near sea turtle nesting beaches under this Opinion. No other pile-supported structures are allowed near sea turtle nesting beaches under this Opinion.

#### A2.17. PDCs for Docks or Other Minor Structures

These PDCs address the anticipated dock construction scenarios expected within Florida and the U.S. Caribbean and provide NMFS PRD's construction guidelines for projects occurring (1) within Johnson's seagrass critical habitat; (2) within the range of Johnson's seagrass<sup>1</sup>, but outside of Johnson's seagrass critical habitat; and (3) outside of both the range and critical habitat for Johnson's seagrass. These scenarios consider whether a seagrass survey was conducted for projects within the range of Johnson's seagrass or located in Johnson's seagrass critical habitat. Surveys must be completed no earlier than 1 year before submitting the application to the action agency for project authorization. There is no seasonal restriction for Johnson's seagrass surveys; however, Johnson's seagrass is found within the range of other seagrass species that exhibit a seasonal pattern of growth and distribution. For comparison, NMFS Habitat Conservation Division's recommended sampling window for non-listed species is June 1 to September 30.

##### Dock Construction Scenarios

|                                                                                                                       | <b>Within Johnson's seagrass critical habitat</b> | <b>Within the Range of Johnson's seagrass (outside of critical habitat)</b> | <b>In the U.S. Caribbean and Florida (outside of the range and critical habitat of Johnson's seagrass)</b> |
|-----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <b>Dock replacement in the exact footprint (i.e., same location/configuration/ size) as the previous dock with...</b> |                                                   |                                                                             |                                                                                                            |
| <b>No native seagrass under dock</b>                                                                                  | A                                                 | A                                                                           | A                                                                                                          |
| <b>Johnson's seagrass under dock</b>                                                                                  | B                                                 | B                                                                           | N/A                                                                                                        |
| <b>Native seagrass, other than Johnson's seagrass, under the dock</b>                                                 | B                                                 | A                                                                           | A                                                                                                          |
| <b>No current seagrass survey</b>                                                                                     | B                                                 | B                                                                           | A                                                                                                          |
| <b>New docks or dock expansions with...</b>                                                                           |                                                   |                                                                             |                                                                                                            |
| <b>No native seagrasses within property limits</b>                                                                    | B                                                 | A                                                                           | A                                                                                                          |
| <b>Johnson's seagrass within property limits</b>                                                                      | B                                                 | B                                                                           | N/A                                                                                                        |

<sup>1</sup> The range of Johnson's seagrass is defined as Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida

|                                                                               |   |   |   |
|-------------------------------------------------------------------------------|---|---|---|
| <b>Native seagrass, other than Johnson's seagrass, within property limits</b> | B | A | A |
| <b>No current seagrass survey</b>                                             | B | B | A |

A= No additional PDCs

B= Dock must meet PDCs below

N/A = not applicable; Johnson's seagrass could not occur under the dock because the dock project is outside the range of Johnson's seagrass

**Dock PDCs for Scenario B in the table above:**

1. To avoid and minimize impacts to Johnson's seagrass and native, non-listed seagrasses to the maximum extent practicable:
  - The dock must be positioned to avoid and minimize effects to Johnson's seagrass
  - Over any area that contains Johnson's seagrass or native, non-listed seagrasses, the dock shall be oriented in a north-south orientation to the maximum extent that is practicable to allow maximum sunlight under the structure.
  - If practicable, terminal platforms shall be placed in deep water, waterward of Johnson's seagrass beds or native, non-listed seagrasses beds or in an area devoid of Johnson's seagrass or native, non-listed seagrasses.
  - Piles must be spaced a minimum of 10 ft apart in any area that contains Johnson's seagrass to minimize direct impacts.
  - Piles shall be installed in a manner that will not result in the formation of sedimentary deposits (e.g., donuts or halos) around the newly installed pilings.
  - No covered boat lifts are allowed over any Johnson's seagrass.
2. Decking options: Deck surfaces (parallel with the water) that are located waterward of the MHWL must be constructed of grated materials or plank construction or a combination of the both methods (e.g. plank decking on the walkway and grated decking on the terminal platform). These decking options are described below:

*Grated decking:*

- Height requirement: The surface of the structure, including the dock walkway (the over-water narrow portion connecting the terminal platform to the shore and any over-water ramp required for access) and the dock, must be a minimum of 3 ft above MHW when constructed with grated decking.
- Size limitations: The dock walkway is limited to a width of 4 ft. The terminal platform is limited to a total area of 160 ft<sup>2</sup>. Marginal docks are limited to a width of 5 ft. The 5 ft width restriction is measured from wet side of the seawall. For example, if a seawall cap is 3 feet overwater then the dock would be limited to 2 feet.
- Material description: Decking materials shaped in the form of grids, grates, lattices, etc., to allow the passage of light through the open spaces. These materials must provide a minimum of 43% open space.

*Plank decking:*

- Height requirement: The surface of the structure, including the dock walkway (the over-water narrow portion connecting the terminal platform to the shore and any over-

water ramp required for access) and the dock, must be a minimum of 5 ft above MHW when constructed of plank decking.

- Size limitations: The dock walkway is limited to a width of 4 ft. The terminal platform is limited to a total area of 120 ft<sup>2</sup>. Marginal docks are limited to a width of 5 ft.
- Material description: Deck boards may be constructed of any material. Deck boards must be installed to provide a minimum of a 0.5-in gap between individual deck boards

**DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST**

**PERMIT NUMBER: SAJ-2019-03473 (RGP-MDZ)**

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. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, Terry Wells, 41 North Jefferson Street, Suite 301, Pensacola, Florida 32502.

\_\_\_\_\_  
**(TRANSFEREE-SIGNATURE)**

\_\_\_\_\_  
**(SUBDIVISION)**

\_\_\_\_\_  
**(DATE)**

\_\_\_\_\_  
**(LOT)**

\_\_\_\_\_  
**(BLOCK)**

\_\_\_\_\_  
**(NAME-PRINTED)**

\_\_\_\_\_  
**(STREET ADDRESS)**

\_\_\_\_\_  
**(MAILING ADDRESS)**

\_\_\_\_\_  
**(CITY, STATE, ZIP CODE)**



1/2018

936 Bambi Dr

Destin

98

293

Emerald Coast Pkwy

Mid-Bay Bridge Rd

Image © 2019 Maxar Technologies

Google earth

8118 ft

1994

Imagery Date: 3/28/2013 lat 30.434240° lon -86.537542° elev 0 ft eye alt 35099 ft



1/2018

Existing Pier

936 Bambi Dr

Image © 2019 Maxar Technologies

Google earth

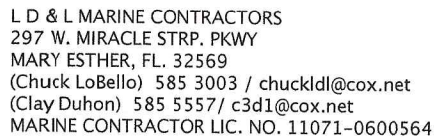
274 ft

1994

Imagery Date: 1/1/2018 lat 30.418340° lon -86.488224° elev 0 ft eye alt 1187 ft

PROPOSED 1,727 SF.

PROPOSED 1,727 SF.







# FLORIDA DEPARTMENT OF Environmental Protection

Northwest District  
160 W. Government Street, Suite 308  
Pensacola, FL 32502

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Noah Valenstein**  
Secretary

December 9, 2019

Shelby Smith  
936 Bambi Dr  
Destin, Florida 32541  
[shelbyelite@gmail.com](mailto:shelbyelite@gmail.com)

File No.: 0345682-003-EG/46, Okaloosa County

Dear Mr. Smith:

On September 24, 2019, we received your notice of intent to use a General Permit (GP) pursuant to Rule 62-330.427, Florida Administrative Code (F.A.C.) to construct a 115 square-foot grated terminal platform with covered boatlift and 2 grated catwalks as an addition to an existing dock with less than 2,000 square feet total structure upon completion within Choctawhatchee Bay, Class 2 Florida Waters, Conditionally Approved Shellfish Harvesting Area. The project is located at 936 Bambi Dr, Destin, Florida 32541, Parcel No. 002S22100600000010, in Section 18, Township 02 South, Range 22 West of Okaloosa County; at approximately 30°25'2.271" North Latitude, 86°29'12.69" West Longitude.

Your intent to use a general permit has been reviewed by Department staff for three types of authorization: (1) regulatory authorization, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal authorization. The authority for review and the outcomes of the reviews are listed below. Please read each section carefully.

**Your project did not qualify for the federal authorization, therefore additional authorization must be obtained prior to commencement of the proposed activity.** This letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity. Please refer to the specific section(s) dealing with that portion of the review below for advice on how to proceed.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

## **1. Regulatory Review – Approved**

Based on the forms, drawings, and documents revised with your notice, it appears that the project meets the requirements for the General Permit under Rule 62-330.427, F.A.C. Any activities performed under a general permit are subject to general conditions required in Rule 62-330.405, F.A.C. (attached) and the specific conditions of Rule 62-330.427, F.A.C. (attached). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Please be advised that the construction phase of the GP must be completed within five years from the date the notice to use the GP was received by the Department. If you wish to continue this GP beyond the expiration date, you must notify the Department at least 30 days before its expiration.

Authority for review – Part IV of Chapter 373, Florida Statutes (F.S.), Title 62, F.A.C., and in accordance with the operating agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C.

## **2. Proprietary Review – Granted**

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapters 253 and 258, F.S. and Chapters 18-20 and 18-21, F.A.C.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above and has determined that the activity qualifies for a Letter of Consent under Section 253.77, F.S. to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), F.A.C. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Please be advised that any use of sovereign submerged lands without specific prior authorization from the Board of Trustees will be considered a violation of Chapter 253, F.S. and may subject the affected upland riparian property owners to legal action as well as potential fines for the prior unauthorized use of sovereign land.

Authority for review – Chapter 253, F.S., Chapter 18-21, F.A.C., and Section 62-330.075, F.A.C., as required.

## **3. Federal Review – SPGP Not Approved**

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the Corps. You must apply separately to the Corps using their APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT, ENG FORM 4345, or alternative as allowed by their regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Source Book at: <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book>.

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U.S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

### **Additional Information**

Please retain this general permit. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S. and Chapter 18-14, F.A.C.

### **NOTICE OF RIGHTS**

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

#### Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at [Agency\\_Clerk@FloridaDEP.gov](mailto:Agency_Clerk@FloridaDEP.gov). Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

### Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

### Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at [Agency\\_Clerk@FloridaDEP.gov](mailto:Agency_Clerk@FloridaDEP.gov), before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

### Mediation

Mediation is not available in this proceeding.

### FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

### Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S. by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and

by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

If you have any questions regarding this matter, please contact Lyndsey Benton at the letterhead address, at (850)595-0603, or at [Lyndsey.Benton@FloridaDEP.gov](mailto:Lyndsey.Benton@FloridaDEP.gov)

## EXECUTION AND CLERKING

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



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Lyndsey Benton  
Environmental Specialist  
Submerged Lands and Environmental Resources Program

### Attachments:

1. Rule 62-330.427, F.A.C., 2 pages
2. General Conditions for All General Permits, Rule 62-330.405, F.A.C., 3 pages
3. Special Consent Conditions for Use of Sovereignty Submerged Lands, 1 page
4. General Consent Conditions for Use of Sovereignty Submerged Lands, 2 pages
5. Project Drawings, 1 page

## CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Chuck Lobello, [chuckldl@cox.net](mailto:chuckldl@cox.net)  
Okaloosa County, [mmartinez@co.okaloosa.fl.us](mailto:mmartinez@co.okaloosa.fl.us) [jautrey@co.okaloosa.fl.us](mailto:jautrey@co.okaloosa.fl.us)  
[sbitterman@co.okaloosa.fl.us](mailto:sbitterman@co.okaloosa.fl.us) [propertyappraiser@okaloosapa.com](mailto:propertyappraiser@okaloosapa.com)

## FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

December 9, 2019

Date



### **62-330.427 General Permit for Docks, Piers and Associated Structures.**

(1) A general permit is granted to any person to construct, extend, or remove a dock or pier and associated structures as described below:

(a) A private, single-family pier or dock with up to two boat lifts that, together with all existing structures on the shoreline of the property, does not exceed a total area of 2,000 square feet over surface waters. Such a structure:

1. Shall not accommodate the mooring of more than two vessels, either in the water or on a boat lift. Solely for purposes of this general permit, up to two personal watercraft as defined in section 327.02(33), F.S., may be moored in lieu of either or both allowable vessels of another type.

These limits shall not apply to the mooring, storage or other use of the dock or pier by:

a. Non-motor-powered vessels less than 16 feet in length that are stored on or under the dock or pier, or within an authorized mooring area; or  
b. Personal watercraft, dinghies or similar small vessels that are stowed out of the water, upon a larger parent vessel that is moored at the dock in compliance with this general permit.

2. Shall be located such that all areas used for vessel mooring and navigational access already provide a minimum depth of two feet below the mean low water level for tidal waters, or two feet below the expected average low water depth for non-tidal waters as determined based on best available information for the water body at the project location; and

3. May include a roof over the vessel mooring areas, boat lifts, and terminal platform, or any portions thereof, subject to the applicable provisions of chapters 253 and 258, F.S., and the rules adopted thereunder. Portions of such roofs that overhang beyond the edge of decked portions of the pier or dock shall be included in the calculation of the total square footage of over-water structure allowed under paragraph (1)(a), above.

(b) A public fishing pier that does not exceed a total area of 2,000 square feet provided the structure is designed and built to discourage boat mooring by elevating the fishing pier to a minimum height of five feet above mean high water or ordinary high water, surrounding the pier with handrails, and installing and maintaining signs that state "No Boat Mooring Allowed."

(2) This general permit shall be subject to the following specific conditions:

(a) Construction or extension of the boat lift, boat mooring locations, or terminal platform, shall not occur over submerged grassbeds, coral communities or wetlands. However, the access walkway portion of the pier may traverse these resources provided it is elevated a minimum of five feet above mean high water or ordinary high water, contains handrails that are maintained in such a manner as to prevent use of the access walkways for boat mooring or access, and does not exceed a width of six feet, or a width of four feet in Aquatic Preserves;

(b) There shall be no structures enclosed by walls, screens, or doors on any side;

(c) The dock or pier will not facilitate vessel rentals, charters, or serve any other commercial purpose;

(d) There shall be no fish cleaning facilities, boat repair facilities or equipment, or fueling facilities on the structures authorized by this general permit. In addition, no overboard discharges of trash, human or animal waste, or fuel shall occur from any structures authorized by this general permit;

(e) This general permit shall not authorize the construction or extension of more than one dock or pier per parcel of land or individual lot. For the purposes of this general permit, multi-family living complexes shall be treated as one parcel of property regardless of the legal division of ownership or control of the associated property; and

(f) Notwithstanding any other provisions of this general permit, the design, construction and operation of the dock or pier and associated vessels shall not conflict with any manatee protection plan approved and adopted under section 379.2431(2)(t), F.S.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.418, 403.805(1) FS. Law Implemented 373.118(1), 373.406(5), 373.413, 373.4131, 373.414(9), 373.416, 373.418, 373.426, 403.814(1) FS. History—New 10-3-95, Formerly 62-341.427, Amended 10-1-13, 6-1-18.

### **62-330.405 General Conditions for All General Permits.**

The following general permit conditions are binding upon the permittee and are enforceable under chapter 373, F.S. These conditions do not apply to the general permit for stormwater management systems under section 403.814(12), F.S.

- (1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.
- (2) The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to, those governing the “take” of listed species).
- (3) The general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.
- (4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.
- (5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.
- (6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with chapter 120, F.S., and section 373.429, F.S.
- (7) The general permit is not transferable to a new third party. To be used by a different permittee, a new notice to use a general permit must be submitted in accordance with rule 62-330.402, F.A.C. Activities constructed in accordance with the terms and conditions of a general permit are automatically authorized to be operated and maintained by the permittee and subsequent owners in accordance with subsection 62-330.340(1), F.A.C. Any person holding the general permit, persons working under the general permit, and owners of land while work is conducted under the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.
- (8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.
- (9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in the general permit.
- (10) A permittee’s right to conduct a specific activity under the general permit is authorized for a duration of five years.

(11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual* (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-04227>, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual* (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), available at [http://publicfiles.dep.state.fl.us/DEAR/Stormwater\\_Training\\_Docs/erosion-inspectors-manual.pdf](http://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf).

(12) Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:

- (a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter four inches or greater at breast height;
- (b) The maximum width of the construction access area shall be limited to 15 feet;
- (c) All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and
- (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

(13) Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.

(14) The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.

(15) Except where specifically authorized in the general permit, activities must not:

- (a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands; or
- (b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to section 373.042, F.S., or a Works of the District established pursuant to section 373.086, F.S.

(16) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee

shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S.

(17) The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.

(18) The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:

(a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

(b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.

(c) All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All onsite project personnel are responsible for observing water-related activities for the presence of listed species.

(d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.

(e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at ImperiledSpecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.

(19) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.

(20) The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

*Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History—New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13, 6-1-18.*

### **Special Consent Conditions**

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty 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.
2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.
3. 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 of Trustees 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.
4. All costs incurred by the Board of Trustees 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 of Trustees in writing of any change of address at least ten days before the change becomes effective.
5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

**General Conditions for Authorizations for Activities on State-Owned Submerged Lands:**

All authorizations granted by rule or in writing under rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (j) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under chapter 253 or 258, part II, F.S.

- (a) Authorizations are valid 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 shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.
- (b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
- (c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in sections 253.04 and 258.46, F.S., or chapter 18-14, F.A.C.
- (d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.
- (e) Construction, use, or operation of the structure or activity shall 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.
- (f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
- (g) Structures or activities shall not create a navigational hazard.
- (h) Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.
- (i) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.
- (j) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

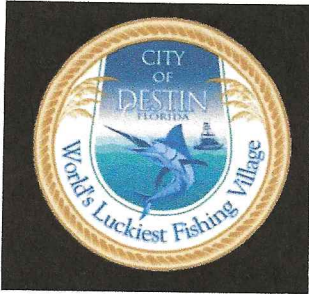
*Rulemaking Authority 253.03(7), 253.73 FS. Law Implemented 253.001, 253.03, 253.141, 253.0347, 253.665, 253.71, 253.68, 253.72, 253.74, 253.75, 253.77 FS. History—New 3-27-82,*

*Amended 8-1-83, Formerly 16Q-21.04, 16Q-21.004, Amended 12-25-86, 1-25-87, 3-15-90, 8-18-92, 10-15-98, 12-11-01, 10-29-03, 12-16-03, 3-8-04, 10-27-05, 4-14-08, 9-1-09, 3-21-19.*



PROPOSED 1,727 SF.





**City of Destin**  
**Community Development Department**  
**Planning & Zoning Division**  
City of Destin Annex  
4100 Indian Bayou Trail  
Destin, Florida 32541  
Phone (850) 837-4242 • Fax (850) 460-2171  
**planning@cityofdestin.com**

## APPLICATION for HARBOR BOARD

Harbor Board meets the 4<sup>th</sup> Monday of each month, all applications must be submitted at least one month prior.

Description of work: Construct boathouse

**1. APPLICANT INFORMATION:**

Name: Shelby Smith

Mailing Address: 936 Bambi Ln

Phone: 870 931 8004

Fax: \_\_\_\_\_

Email: shelbyelite@gmail.com

**2. PROPERTY TO BE REVIEWED:**

Street Address: 936 Bambi Ln

Parcel ID #: \_\_\_\_\_

- 3. FEE:**    **\$50.00 Residential**                      **Cash, Check, MasterCard or Visa**  
                  **\$100.00 Commercial**

**Fees must be paid when submitting an application.**

**4. ADDITIONAL DOCUMENTATION REQUIRED:**

- a. Complete detailed drawings and site plan.
- b. Adjacent property owner mailing information.

**State and Federal permits required prior to submission for Harbor Board approval. Association approval (if applicable) shall accompany a completed application for a building permit, provided no additional slips are created. (Article 11.05.01B., Land Development Code).**

APPLICANT'S SIGNATURE: \_\_\_\_\_

DATE: 8/8/19

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 6, 2020

**TYPE OF AGENDA ITEM:** Action Item

---

**TO:** City Council

**THRU:** Rey Bailey, City Clerk

**FROM:** Kim Montgomery, Deputy City Clerk

**DATE:** December 19, 2019

**SUBJECT:** Junior League of the Emerald Coast - 8th Annual Rock the Roads 5/10k

---

**I. BACKGROUND:** Junior League of the Emerald Coast, Inc. is requesting the use of the city streets to hold their annual 5k/10k walk/run on Saturday, February 8, 2020. They have provided all of the required documentation and have notified the Okaloosa County Sheriff's Posse, the Destin Fire Control District, and the Okaloosa County Emergency Medical Services of the upcoming request. A map indicates the path of the race.

**II. DISCUSSION:**

- A. Link to Strategic Goals / Objectives:** Enhance Quality of Life and Enhance the City's Recreational Services.
- B. Effect on Budget (EOB):** The City of Destin shall not incur any expense or revenue as a result of this request.
- C. Level of Service (LOS):** There is no staff requirement for this request.

**III. CONCLUSION:** All related and required documentation has been submitted and approved for legal sufficiency by both the City Attorney and the Risk Manager. Staff recommends approval of this request.

**IV. RECOMMENDED MOTION:** I move to approve the request for use of city streets for the Junior League of the Emerald Coast, Inc. 5k/10k Run/walk on February 8, 2020.

Attachments:

- 1. a. Checklist - Rock the Road 2020  
Signed
- 2. b. Hold Harmless Agreement - Rock

- the Road Signed
- 3. c. Certificate of Liability - Rock the Road Signed
- 4. d.1. OCS Posse- Jr. League
- 5. d.2. Rock the Road - EMS Approval Darrel Welborn
- 6. d.3. Rock the Road - Fire Dept Approval Matt Taylor
- 7. e.1. 2020 Rock the Road 10K Route
- 8. e.2. 2020 Rock the Road 5K Route
- 9. Jr. League





## CHECKLIST FOR USE OF PUBLIC FACILITIES OR PROPERTY:

Name of Organization: Junior League of the Emerald Coast

Type of Event: 8<sup>th</sup> Annual Rock the Road 5K and 10K

Date(s) of Event: Saturday, February 8, 2020

Location of Event: Pompano Joe's to Village Baptist Church

1.\* Certificate of Insurance (**Endorsement to the Policy & Acord is required.**)  
provided: Yes: X **This is required.** Date on which provided: 12/5/19

2.\* Hold Harmless (**Signed Original**) provided: Yes: X **This is required.**  
Date on which provided: 12/5/19

3.\*\* Permission granted from FDOT for use of State roadway (**applicable only if using and closing any portion of State Highway 98**) Yes          No X  
Date written permission granted: N/A

4.\*\* Local law enforcement services requested: Yes X **This is required.**  
Law enforcement officer contacted: Arnold Brown

5.\*\* Destin Fire Control District contacted: Yes X **This is required.**  
Person contacted: Matt Taylor

6.\*\* Okaloosa County Emergency Medical Services contacted:  
Person contacted: Darrel Welborn Yes X **This is required**

7. Please provide map of race route(s).

8. Describe steps being taken to ensure removal of all directional arrows, signage, as well as trash left on City streets upon conclusion of the event: The Junior League of the Emerald Coast holds many events in the area and we have a responsible group of volunteers who will make sure the area is cleaned up, and we'll leave no trace.

9. Please provide location & pertinent information regarding sufficient and approved event participant parking for the event: The public parking lot next to Pompano Joe's and across the street has sufficient parking.

\*Any unauthorized event participant parking is subject to being towed from private property at vehicle owner's expense\*

10. City Park Permit needed: Yes          No X If yes, please contact Lisa Firth at Destin Community Center @ 850-654-5184 to make arrangements to reserve the park.

11. Will the event be in a residential neighborhood and will there be excessive noise or light glare from the event?  
No

  
(Requester's or Acting Agent's Signature)

\* **Original Certificate of Insurance and signed Hold Harmless** must be provided to the City of Destin to be presented to City Council prior to their approval of the event, as well as a map of the race route. \*\* Provide the City a written acknowledgement/concurrence from the agency.



## HOLD HARMLESS AGREEMENT

\_\_\_\_ Junior League of the Emerald Coast \_\_\_\_ 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 8<sup>th</sup> Annual Rock the Road 5K & 10K to be held on February 8<sup>th</sup>, 2020.

In addition, the \_\_\_\_ Junior League of the Emerald Coast \_\_\_\_ 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.

\_\_\_\_ Junior League of the Emerald Coast \_\_\_\_  
(Corporate Name)

Bethany Worley  
Signature of President

Bethany Worley - 2019-2020 President  
Print name and print President next to name

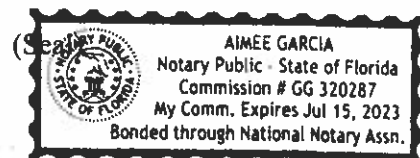
STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of December 2019  
by Bethany Worley who is personally known by me  
or has produced identification \_\_\_\_\_. Type of Identification: \_\_\_\_\_.

Aimee Garcia  
Signature of Notary Taking Acknowledgement

Aimee Garcia  
Printed name of Notary Taking Acknowledgement





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/5/2019

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).

|                                                                                                                      |                                                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Waldorff Insurance & Bonding<br>45 Eglin Parkway NE Ste 202<br>Fort Walton Beach FL 32548         | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> 850-581-4925<br><b>FAX (A/C, No):</b> 850-581-4930<br><b>E-MAIL ADDRESS:</b> receptionist@waldorffinsurance.com            |
| <b>INSURED</b><br>The Junior League of the Emerald Coast Inc.<br>Emerald Coast Inc.<br>PO Box 265<br>Destin FL 32540 | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A : Mount Vernon Fire Ins.<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F :<br><b>NAIC #</b><br>26522 |

**COVERAGES****CERTIFICATE NUMBER:** 66481527**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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         |          | NBP2553569    | 9/11/2019               | 9/11/2020               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                           |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                          |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                                 |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                       |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                             |           | N / A    |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                               |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event: Rock The Road Location: Pompano Joe's, 2237 Scenic Gulf Drive, Destin, FL 32550 to be held on February 8, 2020.  
Certificate Holder is listed as Additional Insured, when required by written contract, as pertains to General Liability

**CERTIFICATE HOLDER****CANCELLATION**

City of Destin  
4200 Indian Bayou Trail  
Destin FL 32541

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

AUTHORIZED REPRESENTATIVE

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**UNITED STATES LIABILITY INSURANCE GROUP**  
**WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**BLANKET ADDITIONAL INSURED ENDORSEMENT**

**Section II – LIABILITY, C., Who Is An Insured** is amended to include as an insured any person, entity or organization that is:

1. A franchisor under a franchise agreement with the Named Insured as franchisee relating to “your work”; or
2. A licensor under a license agreement with the Named Insured as licensee relating to “your work”; or
3. A co-owner with the Named Insured in premises used for “your work”; or
4. A majority owner with a controlling interest in the Named Insured but only with respect to liability arising out of such owner’s (i) financial or operational control of the Named Insured; or (ii) ownership, maintenance or use of premises leased or occupied by the Named Insured for purposes of “your work”; or
5. A mortgagee, assignee or receiver of the Named Insured relating to “your work”; or
6. A lessor, or an agent of a lessor, under a lease agreement with the Named Insured as lessee relating to “your work”; or
7. A grantor of a permit to the Named Insured as permittee relating to “your work”.  
However, if the grantor of a permit is a federal, state or local government or political subdivision, there is coverage under this endorsement only for liability arising from:
  - a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
  - b. The construction, erection or removal of elevators; or
  - c. The ownership, maintenance or use of any elevators covered by this insurance; or
8. A lessor of equipment leased to the Named Insured relating to “your work”; or
9. A contributor, benefactor, or supporter who provides financial assistance to the Named Insured in connection with “your work”.

but only to the extent the Named Insured is required to add such person, entity or organization as an additional insured to this policy under a written contract, written permit or written agreement relating to “your work”.

Such person, entity or organization is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” that is caused, in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf in connection with “your work” while such written contract, written permit or written



agreement is in effect.

## **EXCLUSIONS**

There is no coverage under this endorsement for loss or expense, including but not limited to the cost of defense for “bodily injury”, “property damage” or “personal and advertising injury”:

1. That occurs after all of “your work”, including materials, parts or equipment furnished in connection with “your work” and performed under a written contract, written permit or written agreement has ended; or  
When that portion of “your work” out of which the “bodily injury”, “property damage” or “personal and advertising injury” arises and performed under a written contract, written permit or written agreement has been put to its intended use by any person(s) or organization(s);  
whichever occurs first.
2. Arising directly or indirectly from construction or demolition operations of any kind performed by you.
3. Caused or alleged to be caused by the sole negligence of an additional insured under this endorsement.
4. Arising out of “your work” performed for a federal, state or local government or political subdivision under a written permit; or
5. Included within the “products-completed operations hazard”.

## **CONDITIONS**

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract, written permit or written agreement specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

## Kim Montgomery

---

**From:** Arnold Brown <[abrown@sheriff-okaloosa.org](mailto:abrown@sheriff-okaloosa.org)>  
**Sent:** Thursday, December 19, 2019 12:46 PM  
**To:** Charlie Nix OCSO; Kim Montgomery  
**Cc:** Terry Watkins  
**Subject:** RE: Rock the Road 5K & 10K on February 8, 2020

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Kim, the Sheriff's Office has no objections to these events so long as the event coordinators assure adequate safety volunteers are in place for the event.

ab

**From:** Charles A. Nix  
**Sent:** Wednesday, December 18, 2019 3:55 PM  
**To:** Arnold Brown <[abrown@sheriff-okaloosa.org](mailto:abrown@sheriff-okaloosa.org)>; Kim Montgomery <[kmontgomery@cityofdestin.com](mailto:kmontgomery@cityofdestin.com)>  
**Cc:** Terry Watkins <[jwatkins@sheriff-okaloosa.org](mailto:jwatkins@sheriff-okaloosa.org)>  
**Subject:** RE: Rock the Road 5K & 10K on February 8, 2020

Chief,

I have no objections as long as the Posse can cover and the event coordinator is able to staff intersections with safety personnel prior to start until the event has ended, or last runner has cleared the intersection being covered.

The Posse members assigned will need to ensure all intersections are covered by event personnel prior to start.

Thank you,  
Capt. Nix

**From:** Arnold Brown  
**Sent:** Wednesday, December 18, 2019 10:27 AM  
**To:** Kim Montgomery <[kmontgomery@cityofdestin.com](mailto:kmontgomery@cityofdestin.com)>; Charles A. Nix <[cnix@sheriff-okaloosa.org](mailto:cnix@sheriff-okaloosa.org)>  
**Subject:** RE: Rock the Road 5K & 10K on February 8, 2020

Hi Kim, we are working on this now. There are two runs scheduled at the same time so I've copied Capt. Nix in the email for him to determine if we can handle 2 runs at the same time. We will be in touch later today to let you know if we can do them both or not.

ab

**From:** Kim Montgomery [<mailto:kmontgomery@cityofdestin.com>]  
**Sent:** Tuesday, December 17, 2019 2:42 PM  
**To:** Arnold Brown <[abrown@sheriff-okaloosa.org](mailto:abrown@sheriff-okaloosa.org)>  
**Subject:** FW: Rock the Road 5K & 10K on February 8, 2020  
**Importance:** High

## FW: 8th Annual Rock the Road 5K and 10K

---

From: Darrel Welborn (dwelborn@myokaloosa.com)

To: jessicanicole09@yahoo.com

Date: Friday, December 6, 2019, 10:51 AM CST

---

Okaloosa County Emergency Medical Services has no issues.

Thank you

---

**From:** Patrick Maddox <pmaddox@myokaloosa.com>

**Sent:** Friday, December 6, 2019 10:43

**To:** Darrel Welborn <dwelborn@myokaloosa.com>

**Subject:** RE: 8th Annual Rock the Road 5K and 10K

Roger.

Stay safe,

Patrick Maddox, LE CDR(R)

Director of Public Safety

Okaloosa County Board of County Commissioners

90 College Blvd E.

Niceville, Fl. 32578

(850) 651-7150

[pmaddox@myokaloosa.com](mailto:pmaddox@myokaloosa.com)

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

---

**From:** Darrel Welborn <[dwelborn@myokaloosa.com](mailto:dwelborn@myokaloosa.com)>  
**Sent:** Friday, December 6, 2019 10:42 AM  
**To:** Patrick Maddox <[pmaddox@myokaloosa.com](mailto:pmaddox@myokaloosa.com)>  
**Cc:** Rich Huffnagle <[rhuffnagle@myokaloosa.com](mailto:rhuffnagle@myokaloosa.com)>; Ken Wolfe <[kwolfe@myokaloosa.com](mailto:kwolfe@myokaloosa.com)>  
**Subject:** FW: 8th Annual Rock the Road 5K and 10K

Sir,

EMS has no objections or issues.

---

**From:** Jessica Kelley <[jessicanicole09@yahoo.com](mailto:jessicanicole09@yahoo.com)>  
**Sent:** Thursday, December 5, 2019 19:31  
**To:** Darrel Welborn <[dwelborn@myokaloosa.com](mailto:dwelborn@myokaloosa.com)>  
**Cc:** Kendall Andrews <[kendall@theseasidestyle.com](mailto:kendall@theseasidestyle.com)>  
**Subject:** Re: 8th Annual Rock the Road 5K and 10K

\*Added attachments.

*Jessica Lerner*

*850-384-0887*

*[jessicanicole09@yahoo.com](mailto:jessicanicole09@yahoo.com)*

On Thursday, December 5, 2019, 08:30:29 PM EST, Jessica Kelley <[jessicanicole09@yahoo.com](mailto:jessicanicole09@yahoo.com)> wrote:

Hello Darrel,

I'm with the Junior League of the Emerald Coast, and I'm working on gathering all the approvals we need for Destin to hold our race in February. Kim Montgomery with the city of Destin said to request your approval.

I attached maps for the race route. The race will start at Pompano Joe's, and the route will cross the Destin line. The race will be on Saturday, February 8th from 8:30 AM to approximately 11:00 AM.

Let me know if you need anything else to send the approval.

Thank you!

Jess

*Jessica Lerner*

*850-384-0887*

*[jessicanicole09@yahoo.com](mailto:jessicanicole09@yahoo.com)*

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

RE: 8th Annual Rock the Road 5K and 10K

---

From: Matt Taylor (mtaylor@destinfire.com)

To: jessicanicole09@yahoo.com

Cc: jtaylor@destinfire.com; chief@destinfire.com; janderson@destinfire.com; mhutchinson@destinfire.com

Date: Friday, December 6, 2019, 09:25 AM CST

---

Jessica,

*Thank you for notifying the Destin Fire Control District of the **8<sup>th</sup> Annual Rock the Road 5K and 10 K on Feb 8, 2020 at 8:30am.** The appropriate shift has been copied on this e-mail.*

*Please advise all participants to maintain an awareness for any responding emergency vehicle during all stages of the event and to immediately cede the right-of-way.*

*Have a great run and if you need any other assistance, please contact me.*

*This e-mail will serve as the Destin Fire Control District's acknowledgement of this event. Please forward it to the appropriate agencies.*

Matt Taylor, Fire Marshal

Destin Fire Control District

850-837-8413

---

**From:** Jessica Kelley <jessicanicole09@yahoo.com>  
**Sent:** Thursday, December 5, 2019 7:20 PM  
**To:** Matt Taylor <MTaylor@destinfire.com>  
**Subject:** 8th Annual Rock the Road 5K and 10K

Hello Taylor,

Please see the attached maps for the race route. The race will start at Pompano Joe's but the route will cross the Destin line.

The race will be on Saturday, February 8th from 8:30 AM to approximately 11:00 AM.

Let me know if you need anything else to send the approval.

Thank you!

Jess

***Jessica Lerner***

**850-384-0887**

**[jessicanicole09@yahoo.com](mailto:jessicanicole09@yahoo.com)**

Disclaimer: Florida has a very broad public records law. As a result, any written communication created or received by the Destin Fire Control District will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

Disclaimer: Florida has a very broad public records law. As a result, any written communication created or received by the Destin Fire Control District will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

## Rock the Road 2020 10K

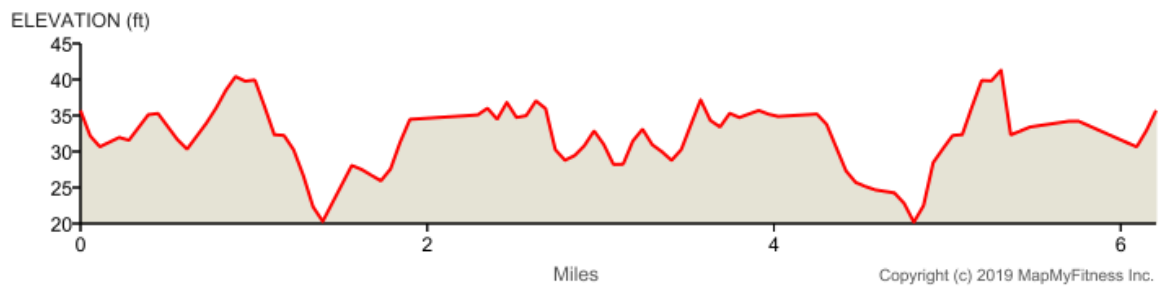
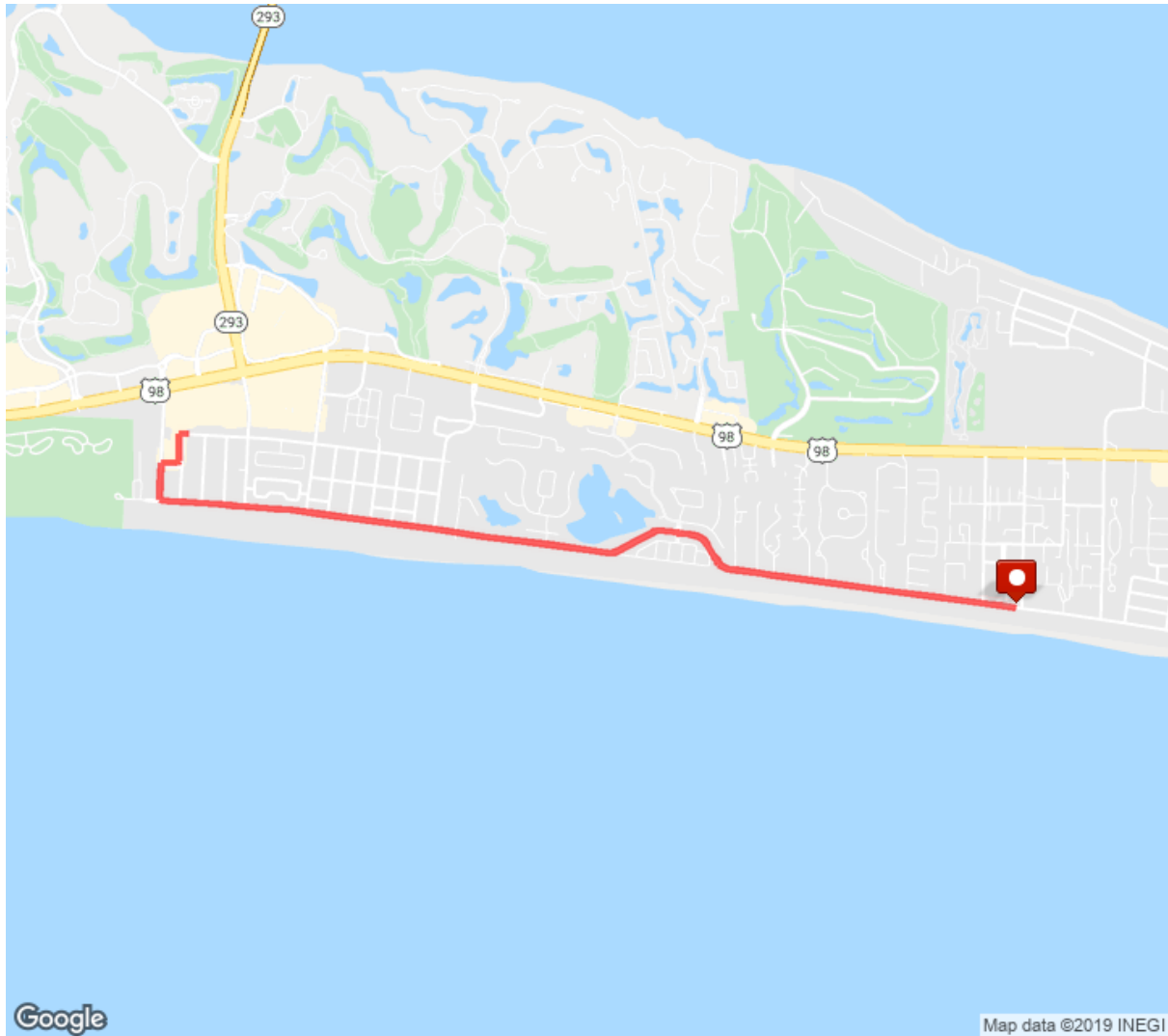
Distance: 6.20 mi

Elevation Gain: 51 ft

Elevation Max: 42 ft

### Notes

This is the 10K route. It will be an out and back.



**0.00  
mi**

Head west on Scenic Gulf Dr/ Scenic Hwy 98 toward Newman DrContinue to follow Scenic Hwy 98



|                    |                                                              |
|--------------------|--------------------------------------------------------------|
| <b>2.76<br/>mi</b> | Slight right to stay on Scenic Hwy 98                        |
| <b>2.80<br/>mi</b> | Turn right onto Matthew Blvd Destination will be on the left |
| <b>2.92<br/>mi</b> | Head east                                                    |
| <b>3.04<br/>mi</b> | Head north                                                   |
| <b>3.05<br/>mi</b> | Head north                                                   |
| <b>3.06<br/>mi</b> | Turn right onto Luke Ave<br>Destination will be on the left  |
| <b>3.10<br/>mi</b> | Head west on Luke Ave toward Mark St                         |
| <b>3.13<br/>mi</b> | Turn left                                                    |
| <b>3.27<br/>mi</b> | Head south on Matthew Blvd toward John Ave                   |
| <b>3.39<br/>mi</b> | Turn left onto Scenic Hwy 98                                 |
| <b>6.19<br/>mi</b> | Destination                                                  |

## Rock the Road 2020 5K

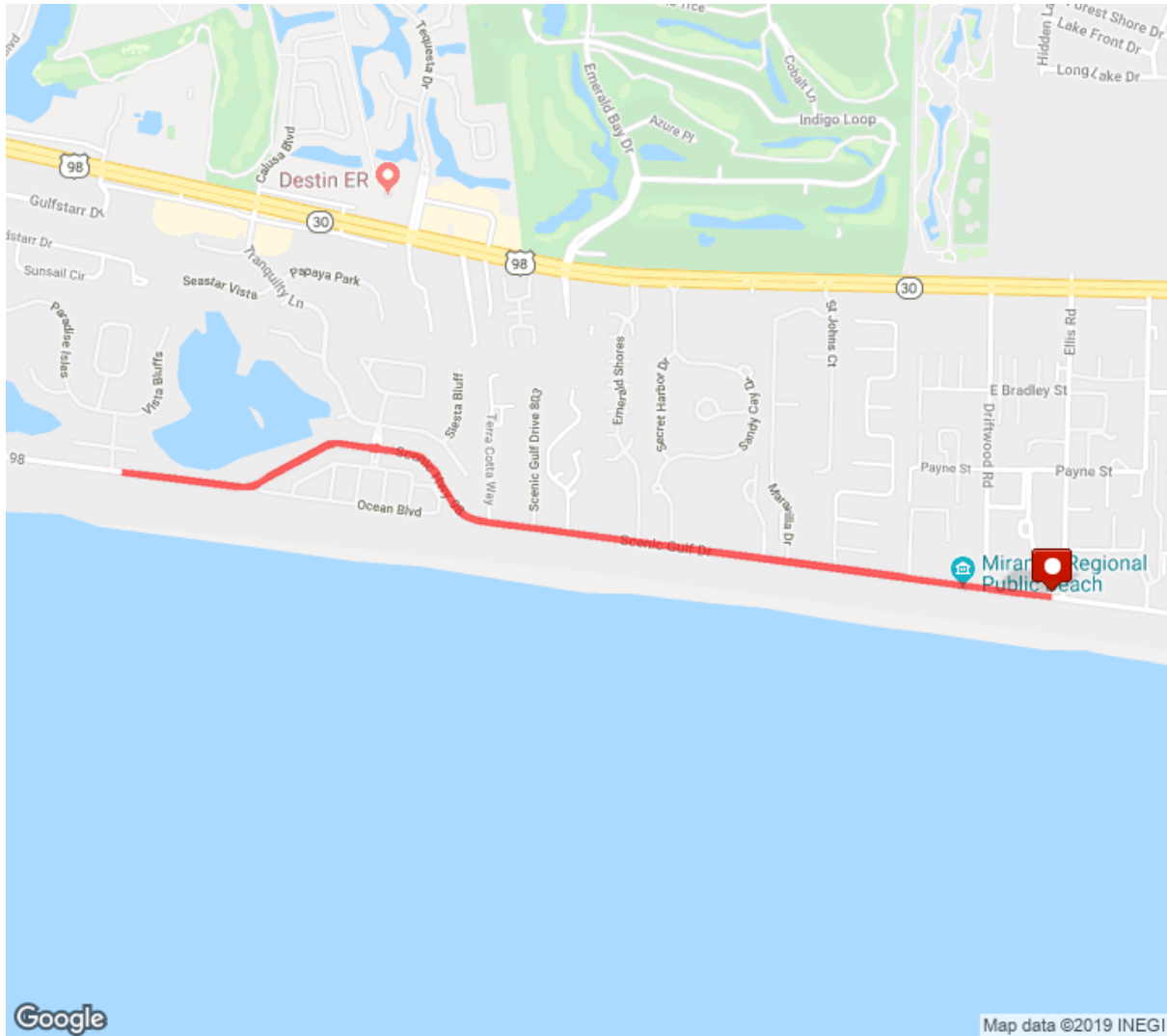
Distance: 3.10 mi

Elevation Gain: 30 ft

Elevation Max: 42 ft

### Notes

This is the route for the 5K. It's also an out and back.



**0.00 mi** Head west on Scenic Gulf Dr/ Scenic Hwy 98 toward Newman Dr Destination will be on the right

|                    |                                                                                                |
|--------------------|------------------------------------------------------------------------------------------------|
| <b>0.46<br/>mi</b> | Head west on Scenic Gulf Dr/ Scenic Hwy 98 toward Sandy Cay DrContinue to follow Scenic Hwy 98 |
| <b>1.55<br/>mi</b> | Head east on Scenic Hwy 98 toward Isle of Palms Blvd                                           |
| <b>3.10<br/>mi</b> | Destination                                                                                    |

## Kim Montgomery

---

**From:** Karen Jankowski  
**Sent:** Thursday, December 26, 2019 1:30 PM  
**To:** Kyle Bauman; Kim Montgomery  
**Subject:** RE: Request for use of ROW for Jr. League - Rock the Roads

Kyle, thank you for your feedback. I will go ahead and have our agent double check the request.

*Karen Jankowski*  
*HR/Risk Mgr*

**From:** Kyle Bauman <kbauman@asglegal.com>  
**Sent:** Thursday, December 26, 2019 12:48 PM  
**To:** Karen Jankowski <kjankowski@cityofdestin.com>; Kim Montgomery <kmontgomery@cityofdestin.com>  
**Subject:** RE: Request for use of ROW for Jr. League - Rock the Roads

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

This one looks good with the caveat that the Exclusions in the Additional Insured Endorsement contain a term for "your work" that is undefined in the Endorsement. It is almost assuredly defined in the Policy itself. If you could ask the Junior League to send us the full Policy, I can take a look and make sure that it is all good. I do not anticipate any issues, if "your work" is defined how it is typically defined.

Karen, do you share the same concern that I did regarding the exclusion portion? If so, then we can probably resolve it upon review of the Policy, but it's never a bad idea to get the GL agent to review!

Hope you all had a Merry Christmas!  
Kyle

**From:** Karen Jankowski <kjankowski@cityofdestin.com>  
**Sent:** Friday, December 20, 2019 7:47 AM  
**To:** Kim Montgomery <kmontgomery@cityofdestin.com>; Kyle Bauman <kbauman@asglegal.com>  
**Subject:** RE: Request for use of ROW for Jr. League - Rock the Roads

Kim, it appears to be in order.

Kyle, could you pay close attention to the exclusions portion...if you could double check me. Let me know if you would like me to get or GL agent to review.

*Karen Jankowski*  
*HR/Risk Mgr*

**From:** Kim Montgomery <kmontgomery@cityofdestin.com>  
**Sent:** Thursday, December 19, 2019 4:20 PM  
**To:** Kyle Bauman <kbauman@asglegal.com>; Karen Jankowski <kjankowski@cityofdestin.com>  
**Subject:** Request for use of ROW for Jr. League - Rock the Roads  
**Importance:** High

## Kim Montgomery

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**From:** Karen Jankowski  
**Sent:** Monday, December 30, 2019 9:53 AM  
**To:** Kyle Bauman; Kim Montgomery  
**Subject:** RE: Request for use of ROW for Jr. League - Rock the Roads

All, approved from our insurance agent as noted below. Thanks all!

Karen,

I have read the exclusions and I don't think they impose any additional risk to the City that may arise out of this event. The language is typical and applies mostly to operations and exposures that a contractor would have. I would be inclined to accept the certificate for the event.

Happy New Year.

Paul Dawson, ARM-P  
Senior Vice President  
Account Executive  
Public Risk Insurance Agency  
220 S. Ridgewood Ave  
Daytona Beach, FL 32114  
T. 386-239-4045  
F. 386-239-4049

Insurance coverage cannot be bound, amended or cancelled via voicemail, facsimile or e-mail message without confirmation from an authorized Public Risk Insurance Agency representative.

### CONFIDENTIALITY NOTICE

The information contained in this communication, including attachments is privileged and confidential. It is intended only for the exclusive use of the addressee. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error please notify us by telephone immediately.

Thank you

*Karen Jankowski*  
*HR/Risk Mgr*

**From:** Kyle Bauman <kbauman@asglegal.com>  
**Sent:** Thursday, December 26, 2019 12:48 PM  
**To:** Karen Jankowski <kjankowski@cityofdestin.com>; Kim Montgomery <kmontgomery@cityofdestin.com>  
**Subject:** RE: Request for use of ROW for Jr. League - Rock the Roads

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

This one looks good with the caveat that the Exclusions in the Additional Insured Endorsement contain a term for "your work" that is undefined in the Endorsement. It is almost assuredly defined in the Policy itself. If you could ask the Junior

## CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 6, 2020**TYPE OF AGENDA ITEM:** City Manager Report

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**TO:** City Council**THRU:** Lance Johnson, City Manager  
Kyle Bauman, City Attorney  
Bragg Farmer, Finance Director**FROM:** Lorraine Berish, Senior Administrative Coordinator**DATE:** December 26, 2019**SUBJECT:** Approval to award bid, RFB 19-17- REC Clement Taylor Park Replacement of Existing Seawall

---

**I. BACKGROUND:** The seawall at Clement Taylor Park sustained storm surge damage during Hurricane Michael. The City of Destin applied for Public Assistance funding through FEMA to assist with repair costs to bring the seawall back to its pre-storm condition and mitigate any potential future damage.

As part of FEMA's Public Assistance process, FEMA's Consolidate Resource Center (CRC) and Mitigation Division provided recommendations and assisted with developing a cost estimate, a hazard mitigation proposal, and project specifications.

Subsequent to receiving FEMA's approval to publish RFB 19-17-REC, the City was informed by FEMA Environmental/Heritage Protection (EHP) that the project was located near a sensitive tribal site and an archeological survey of the area would be required as part of their review process. Due to EHP not having the personnel available to conduct the survey, FEMA requested for the City to hire a qualified archeologist (for which we will be reimbursed). The survey was completed December 13, 2019 and immediately forwarded to FEMA for submission to the State of Florida for review (process can take 30 days). FEMA funding for the project will not be obligated until EHP completes their final review (timeline tbd). Additionally, a copy of the survey was also forwarded to the Army Corp of Engineers to be included with our ACOE permit application that was submitted in October 2019.

**II. DISCUSSION:** The Bid Committee met on December 3, 2019 to consider all bid submittals received and made a final recommendation based on bid requirements, FEMA procurement guidelines (2 CFR 200 ) and City of Destin

procurement policies. The Bid Committee unanimously voted to accept Bid Alternate No. 1 from Live Flyer, Inc.

**A. Link to Strategic Goals / Objectives:** Preservation of Heritage and Environment and Enhanced Quality of Life.

Focus 4: High quality of life and safety for families.

Goal 4A: Improve and enhance the City's parks and recreational services.

**B. Effect on Budget (EOB):** The City anticipates that FEMA will fund at 100% of mitigated costs (seawall extension), 100% of Archeological Survey, 75% of the total eligible costs and the state will fund at 12.5% of eligible costs.

There is no insurance coverage for the seawall as it is excluded under the City's insurance policy - Public Entity-Property and Inland Marine Coverage, Section II Exclusions.

**C. Level of Service (LOS):** Implementation of this project will provide an environmental benefit to Destin.

**III. CONCLUSION:** The City received submittals from two firms for RFB 19-17-REC with Bid 1 & 2 Alternates. The existing seawall is comprised of corrugated aluminum metal, and FEMA CRC & Mitigation cost proposal recommended using the same; though ultimately it's the City's discretion as to material preference. The Bid Committee has recommended Bid Alternate 1, with final preference to be made by City Council.

Project funding will not be obligated by FEMA until EHP completes its review. In addition, the City is waiting for the ACOE to issue a permit for the project. Staff recommends that Council approve the Bid Committees recommendation, Bid Alternate 1 - Live Flyer, Inc, with the understanding that a Notice to Proceed will not be issued until funding has been obligated and the City receives required permitting.

**IV. RECOMMENDED MOTION:** I move that Council approve RFB 19-17-REC Bid Alternate \_\_\_ to Live Flyer, Inc, and authorize the City Attorney to draft a contract with the understanding that a Notice to Proceed will not be issued until such time that FEMA funding has been obligated and until the ACOE Permit is issued for this project, and authorize the City Manager to execute said contract with Live Flyer, Inc.

Attachments:

1. 12-3-19 Bid Mtg Minutes
2. RFB 19-17-REC Bid Comparison & Checklist
3. Live Flyer, Inc Bid 1 & 2 Alternates

4. RBM Contracting Services, LLC Bid  
Alternate 1 & 2
5. RFB 19-17-REC Clement Taylor Park  
Replacment of Existing Seawall



**DRAFT  
MINUTES  
SPECIAL BID COMMITTEE MEETING  
TUESDAY, DECEMBER 3, 2019**

**1. CALL TO ORDER:**

Mr. Bragg Farmer called the meeting to order on Tuesday, December 3, 2019 at 9:30 a.m., in the Destin City Hall Conference Room

**2. ROLL CALL:**

**Members Present:**

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

**Staff Present:**

Kim Montgomery, Deputy City Clerk  
Lorraine Berish, Sr. Admin. Coordinator  
John Geurin, City Engineer  
Lisa Firth, Recreation Director

**3. NEW BUSINESS:**

**RFB 19-17-REC, Replacement of Existing Seawall at Clement Taylor Park**

Two bids were received:

- Live Flyer Inc.
- RBM Contracting Services

Ms. Berish briefly explained to the members the reasoning for the solicitation as well as the cost estimates for the repairs from Hurricane Michael. She spoke of how a cost estimate was obtained from Consolidated Resource Center (CRC) through FEMA as well as soliciting bids. However, because of the time it has taken for the process with FEMA and the reviews, they now require the city to put the project out for bid. Adding that the CRC was inline with the previous quote the city solicited; but can no longer be considered since they've asked it to go out for bid.

There was a discussion regarding the two materials vinyl and aluminum, and which would most likely hold up the best in the saltwater environment. According to Mr. Geurin, in his professional opinion; vinyl would be the best of the two products as it would be less labor intensive to keep up over the years.

Mr. Burgess clarified for the record that neither of the companies that submitted a bid helped in any way with the development of the specs for the bid. According to Ms. Berish, they were done inhouse of FEMA by CRC.

# DRAFT

**Motion by Mr. Burgess to recommend City Council accept the bid from Live Flyer, Inc. with their alternate bid #1 for \$210,752.00 for vinyl sheet piles, with Mrs. Jankowski providing the second.**

Mrs. Berish asked the members to state why they chose Live Flyer Inc. According to Mr. Burgess, Live Flyers bid came in at \$84k less with their choice of product being vinyl; which requires less long term maintenance; based on the elements and the life of the material.

Ms. Berish also informed the members that the city has not received the ACOE permit and there may be other specific requirements as well with FEMA's Environmental Review. Adding that after the bid was put out to the public, staff found out that FEMA required an archeological survey because of the area once having an Indian Mound. She explained further that the survey has been done and some items were found, and the city is waiting on the results of the report. The report will then be filed with the State and it would take another 30-days for that review. Adding that it may possibly be another couple of months before the work can be started. The members all agreed to add language to the agenda item to City Council that the work will not commence until the results of the Federal report and the State permits have been received.

**The Motion passed 4-0.**

## **RFQ 19-14-PS, ADA Accessibility Transition**

According to Mr. Burgess, this is just the beginning of creating the scope of work for the bid and he intends to have the language that it would authorize the City Manager to negotiate a task order for deliverable, assessment and transition plan. Explaining further that staff is in the process of gathering the number of intersections and inventorying all of the public facilities.

There was a discussion regard the 73 Act requirements for hiring an Engineering Firm for the project and if it applies or not and how much funds were set aside for the project; Mr. Burgess explained he is waiting for a reply from the City Attorney.

Mr. Burgess also explained the overall project has two levels; the first being an inventory and assessment of all ADA facilities for city and their deficiencies and the second level would be the development of a transition plan for short term, mid term and long term fixes. For issues that can be resolved in 1 year, 5 years and 10 years with information including the funding sources and grant opportunities and all the logistic information that this project entails.

# DRAFT

## **RFB 19-09-PW, Miscellaneous Roofing Continuing Services Bid**

Mr. Burgess explained that he got the clarification regarding the questions on the unit prices from both contractors.

C & C Construction for labor charges \$50.00 per man hours and operates a two man truck. And their additional labor cost per service call is a flat fee of \$680.00.

Edwards Roofing confirmed the question regarding portal to portal means they start charging from the time they leave their business to the time it takes for them to get to the project site, \$135.00 per hour for a for a two man crew and they charge an additional weekend rate of \$190.00, with no flat fee for service calls.

There was a discussion about whether a roofing company is even needed; especially since neither company that submitted a bid are local and most of the fees either company collects is traveling to the city. Mr. Farmer spoke of how he feels that if an issue comes up; it would be more advantageous for the city to just call three local roofing companies to come out to the site and give a quote and suggested both bids be rejected.

**Motion by Mr. Farmer, seconded by Mr. Burgess; to recommend Council reject both bids based on the cost and to move forward with a local vendor on an as needed basis for when the services are needed.**

In direction, Mr. Burgess mentioned that currently the city is still involved in a month to month contract with Porter Roofing and what needs to be done with the contract. According to the Finance Director, the contract agreement would need to be terminated; since they are terminating the use of a service contractor for roofing services. And explained to be sure and make that a part of the agenda item.

The members discussed the next meeting timeline being January 7<sup>th</sup> and if another special meeting needs to be called they can do so, between now and that date.

### **ADJOURNMENT:**

There being no further discussion at this time; the meeting adjourned at 10:40 a.m.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2019

\_\_\_\_\_

# DRAFT

Bragg Farmer, Finance Director

Kim Montgomery, Deputy City Clerk

RFB 19-17-REC CLEMENT TAYLOR PARK REPLACEMENT OF EXISTING SEAWALL

|                  |                                     |      |            |                        |                  |                                                          |     |               |                            |                 |
|------------------|-------------------------------------|------|------------|------------------------|------------------|----------------------------------------------------------|-----|---------------|----------------------------|-----------------|
|                  |                                     |      |            | Live Flyer, Inc.       |                  |                                                          |     |               | RBM Contracting Svc, LLC   | Bid Comparison  |
|                  |                                     |      |            | 330 Coquina Ave        |                  |                                                          |     |               | 118 Industrial Park Rd     |                 |
|                  |                                     |      |            | Ormond Beach, FL 32174 |                  |                                                          |     |               | Freeport, FL 32439         |                 |
|                  |                                     |      |            | 407-921-9282           |                  |                                                          |     |               | 850-622-1434               |                 |
|                  |                                     |      |            | john@liveflyerinc.com  |                  |                                                          |     |               | brandonmcclendon@gmail.com |                 |
| BID ALTERNATE 1  |                                     |      |            |                        | BID ALTERNATE 1  |                                                          |     |               |                            |                 |
| Qty              | Item Description                    | UOM  | Unit Price | Total Price            | Qty              | Item Description                                         | UOM | Unit Price    | Total Price                |                 |
| 325              | Vinyl Sheet Panels                  | LF   | \$ 280.00  | \$ 91,000.00           | 1                | Vinyl Sheet Panels                                       |     | \$ 56,000.00  | \$ 56,000.00               | \$ 35,000.00    |
| 325              | Fiber Reinforced Plastic Caps       | SF   | \$ 53.00   | \$ 17,225.00           | 1                | Fiber Reinforced Plastic Caps                            |     | \$ 22,000.00  | \$ 22,000.00               | \$ (4,775.00)   |
| 66               | Deadman Anchors                     | Each | \$ 232.00  | \$ 15,312.00           | 1                | Deadman Anchors                                          |     | \$ 26,000.00  | \$ 26,000.00               | \$ (10,688.00)  |
| 66               | Aluminum Tie Rods (Stringers)       | Each | \$ 518.00  | \$ 34,188.00           | 1                | Aluminum Tie Rods (Stringers)                            |     | \$ 8,000.00   | \$ 8,000.00                | \$ 26,188.00    |
| 182              | Backfill                            | CY   | \$ 236.00  | \$ 42,952.00           | 1                | Backfill                                                 |     | \$ 9,000.00   | \$ 9,000.00                | \$ 33,952.00    |
| 325              | Remove Existing Structure (Seawall) | LF   | \$ 31.00   | \$ 10,075.00           | 1                | Remove Existing Structure (Seawall)                      |     | \$ 62,000.00  | \$ 62,000.00               | \$ (51,925.00)  |
|                  | Permits                             |      |            |                        | 1                | LABOR- Mobilization, Insurance, Permitting               |     | \$ 75,000.00  | \$ 75,000.00               | \$ (75,000.00)  |
|                  | Other _____                         |      |            |                        | 1                | Other Whaling, Turbidty Curtain, Sodding disturbed areas |     | \$ 36,000.00  | \$ 36,000.00               | \$ (36,000.00)  |
|                  | Other _____                         |      |            |                        |                  | Other _____                                              |     |               |                            |                 |
|                  | Other _____                         |      |            |                        |                  | Other _____                                              |     |               |                            |                 |
|                  |                                     |      |            |                        |                  |                                                          |     |               |                            |                 |
| TOTAL BID AMOUNT |                                     |      |            | \$ 210,752.00          | TOTAL BID AMOUNT |                                                          |     |               | \$ 294,000.00              | \$ (83,248.00)  |
| BID ALTERNATE 2  |                                     |      |            |                        | BID ALTERNATE 2  |                                                          |     |               |                            |                 |
| Qty              | Item Description                    | UOM  | Unit Price | Total Price            | Qty              | Item Description                                         | UOM | Unit Price    | Total Price                | Total Price     |
| 325              | Corrugated Aluminum Sheet Panels    | LF   | \$ 348.00  | \$ 113,100.00          | 1                | Corrugated Aluminum Sheet Panels                         |     | \$ 101,000.00 | \$ 101,000.00              | \$ 12,100.00    |
| 325              | Fiber Reinforced Plastic Caps       | SF   | \$ 53.00   | \$ 17,225.00           | 1                | Fiber Reinforced Plastic Caps                            |     | \$ 22,000.00  | \$ 22,000.00               | \$ (4,775.00)   |
| 66               | Deadman Anchors                     | Each | \$ 232.00  | \$ 15,312.00           | 1                | Deadman Anchors                                          |     | \$ 26,000.00  | \$ 26,000.00               | \$ (10,688.00)  |
| 66               | Aluminum Tie Rods (Stringers)       | Each | \$ 518.00  | \$ 34,188.00           | 1                | Aluminum Tie Rods (Stringers)                            |     | \$ 8,000.00   | \$ 8,000.00                | \$ 26,188.00    |
| 182              | Backfill                            | CY   | \$ 236.00  | \$ 42,952.00           | 1                | Backfill                                                 |     | \$ 9,000.00   | \$ 9,000.00                | \$ 33,952.00    |
| 325              | Remove Existing Structure (Seawall) | LF   | \$ 31.00   | \$ 10,075.00           | 1                | Remove Existing Structure (Seawall)                      |     | \$ 62,000.00  | \$ 62,000.00               | \$ (51,925.00)  |
|                  | Permits                             |      |            |                        | 1                | LABOR- Mobilization, Insurance, Permitting               |     | \$ 120,000.00 | \$ 120,000.00              | \$ (120,000.00) |
|                  | Other _____                         |      |            |                        | 1                | Other Whaling, Turbidty Curtain, Sodding disturbed areas |     | \$ 36,000.00  | \$ 36,000.00               | \$ (36,000.00)  |
|                  | Other _____                         |      |            |                        |                  | Other _____                                              |     |               |                            |                 |
|                  | Other _____                         |      |            |                        |                  | Other _____                                              |     |               |                            |                 |
|                  |                                     |      |            |                        |                  |                                                          |     |               |                            |                 |
| TOTAL BID AMOUNT |                                     |      |            | \$ 232,852.00          | TOTAL BID AMOUNT |                                                          |     |               | \$ 384,000.00              | \$ (151,148.00) |

|                                                                   |                                     |                                                                  |    |                                                                              |    |
|-------------------------------------------------------------------|-------------------------------------|------------------------------------------------------------------|----|------------------------------------------------------------------------------|----|
| RFB 19-17-REC CLEMENT TAYLOR PARK REPLACEMENT OF EXISTING SEAWALL |                                     | Live Flyer, Inc.                                                 |    | RBM Contracting Svc, LLC                                                     |    |
|                                                                   |                                     | 330 Coquina Ave                                                  |    | 118 Industrial Park Rd                                                       |    |
|                                                                   |                                     | Ormond Beach, FL 32174                                           |    | Freeport, FL 32439                                                           |    |
|                                                                   |                                     | 407-921-9282                                                     |    | 850-622-1434                                                                 |    |
|                                                                   |                                     | <a href="mailto:john@liveflyerinc.com">john@liveflyerinc.com</a> |    | <a href="mailto:brandonmccclendon@gmail.com">brandonmccclendon@gmail.com</a> |    |
|                                                                   | BID & SUBMITTAL REQUIREMENTS        | YES                                                              | NO | YES                                                                          | NO |
|                                                                   | Completed Bid Forms 1 & 2           | x                                                                |    | x                                                                            |    |
|                                                                   | Construction Timeline- Availability | x                                                                |    | x                                                                            |    |
|                                                                   | Product Warranty                    | x                                                                |    |                                                                              | x  |
|                                                                   | Workmanship Warranty                | x                                                                |    | x                                                                            |    |
|                                                                   | Business History                    | x                                                                |    | x                                                                            |    |
|                                                                   | Previous Work Experience            | x                                                                |    | x                                                                            |    |
|                                                                   | References                          | x                                                                |    | x                                                                            |    |
|                                                                   | License Requirements                | x                                                                |    | x                                                                            |    |
|                                                                   | Insurance requirements              | x                                                                |    | x                                                                            |    |
|                                                                   | Completed Public Entity Crime Form  | x                                                                |    | x                                                                            |    |
|                                                                   | Completed Drug Free Workplace Form  | x                                                                |    | x                                                                            |    |
|                                                                   |                                     |                                                                  |    |                                                                              |    |
|                                                                   |                                     |                                                                  |    |                                                                              |    |
|                                                                   |                                     |                                                                  |    |                                                                              |    |





## EXHIBIT A



Live Flyer Inc.

Marine Construction & Environmental Stewardship

### CITY OF DESTIN, FLORIDA

RFB NO. 19-17-REC,

### CLEMENT TAYLOR PARK REPLACEMENT OF EXISTING SEAWALL

### BID FORM – ALTERNATE 1

#### PART I Bid submitted by:

Company: LIVE FLYER, INC.

Address: 330 COQUINA AVE

City & State: ORMOND BEACH, FL

Zip Code: 32174

Telephone: ( ) (407) 921-9282 Fax: ( ) NONE

E-mail: JOHN@LIVEFLYERINC.COM

Number of Years in Business: 5-1/2 YRS Contact Name JOHN WARD - PRESIDENT / COO

#### PART II

UOM  
LF  
SF  
EA  
AS  
CY  
LF

| Qty              | Item Description                    | Unit Amt            | Bid Amount             |
|------------------|-------------------------------------|---------------------|------------------------|
| 325              | Vinyl Sheet Panels                  | \$280 <sup>00</sup> | \$91,000 <sup>00</sup> |
| 325              | Fiber Reinforced Plastic caps       | \$53 <sup>00</sup>  | \$17,225 <sup>00</sup> |
| 66               | Deadman Anchors                     | \$232 <sup>00</sup> | \$15,312 <sup>00</sup> |
| 66               | Aluminum Tie Rods (Stringers)       | \$518 <sup>00</sup> | \$34,188 <sup>00</sup> |
| 182              | Backfill                            | \$236 <sup>00</sup> | \$42,952 <sup>00</sup> |
| 325              | Remove Existing Structure (Seawall) | \$31 <sup>00</sup>  | \$10,075 <sup>00</sup> |
|                  |                                     |                     |                        |
|                  |                                     |                     |                        |
| TOTAL BID AMOUNT |                                     |                     | \$20,752 <sup>00</sup> |

\* All Freight and/or Miscellaneous Charges must be included in your lump sum bid amounts above. If additional space is needed a separate page may be attached.

Performance Period (timeline for construction with projected completion date):

- (1) EXECUTED AGREEMENT & GENERAL CONDITIONS < FEBRUARY-2020
- (2) PERMANENT MATERIAL PROCUREMENT & PLANNING < APRIL-2020 \*
- (3) MOBILIZATION & PERFORM FIELD WORK: APRIL-2020 THRU MAY-2020

THE BID FORM IS CONTINUED ON THE NEXT PAGE

\* EXPECTED SHEETPILE LEAD-TIME ~ 8 TO 12 WEEKS > P.O.

Product Warranty Period: ONE (1) YEAR

Workmanship Warranty Period: ONE (1) YEAR



**PART III Certifications:**

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

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

**Signature and Certification:**

Name and Title of Authorized Representative: JOHN WARD - PRESIDENT / COO  
(Print or Type)

Signature: 

Date of Bid: 21-NOVEMBER-2019

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

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





**Live Flyer Inc.**  
Marine Construction & Environmental Stewardship

## END OF BID FORM

### EXHIBIT B

**CITY OF DESTIN, FLORIDA**

**RFB NO. 19-17-REC,**

**CLEMENT TAYLOR PARK REPLACEMENT OF EXISTING SEAWALL**

### BID FORM – ALTERNATE 2

**PART I** Bid submitted by:

Company: LIVE FLYER, INC.

Address: 330 COQUINA AVE

City & State: ORMOND BEACH, FL

Zip Code: 32174

Telephone: ( ) (407) 921-9282 Fax: ( ) NONE

E-mail: JOHN@LIVEFLYERINC.COM

Number of Years in Business: 5-1/2 YRS Contact Name JOHN WARD - PRESIDENT / COO

### PART II

| Qty                     | Item Description                    | Unit Amt | Bid Amount          |
|-------------------------|-------------------------------------|----------|---------------------|
| 325                     | Corrugated Aluminum Sheet Panels    | \$348.00 | \$113,100.00        |
| 325                     | Fiber Reinforced Plastic caps       | \$53.00  | \$17,225.00         |
| 66                      | Deadman Anchors                     | \$232.00 | \$15,312.00         |
| 66                      | Aluminum Tie Rods (Stringers)       | \$518.00 | \$34,188.00         |
| 182                     | Backfill                            | \$236.00 | \$42,952.00         |
| 325                     | Remove Existing Structure (Seawall) | \$31.00  | \$10,075.00         |
| <b>TOTAL BID AMOUNT</b> |                                     |          | <b>\$232,862.00</b> |

\*All Freight and/or Miscellaneous Charges must be included in your lump sum bid amounts above.

Performance Period (timeline for construction with projected completion date):

- (1) EXECUTED AGREEMENT & GENERAL CONDITIONS < FEBRUARY-2020
- (2) PERMANENT MATERIAL PROCUREMENT & PLANNING < APRIL-2020 \*
- (3) MOBILIZATION & PERFORM FIELD WORK: APRIL-2020 THRU MAY-2020

THE BID FORM IS CONTINUED ON THE NEXT PAGE

\* EXPECTED SHEETPILE LEAD-TIME ~ 8 TO 12 WEEKS > P.O.

Product Warranty Period: ONE (1) YEAR

Workmanship Warranty Period: ONE (1) YEAR



**PART III Certifications:**

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

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

**Signature and Certification:**

Name and Title of Authorized Representative: JOHN WARD - PRESIDENT / COO

(Print or Type)

Signature: \_\_\_\_\_

Date of Bid: \_\_\_\_\_

21 NOVEMBER-2019

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

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

**END OF BID FORM**

**EXHIBIT C**  
**PUBLIC ENTITY CRIMES STATEMENT**

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER  
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract RFB NO. 19-17-REC  
CLEMENT TAYLOR PARK REPLACEMENT OF EXISTING SEAWALL

2. This sworn statement is submitted by LIVE FLYER, INC. whose  
business address is 330 COQUINA AVE, ORMOND BEACH, FL 32174

and (if applicable) Federal Employer Identification Number (FEIN) is 47-1045970 (If the entity  
has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is JOHN WARD and my relationship to the entity  
named above is PRESIDENT / COO

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement,

shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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

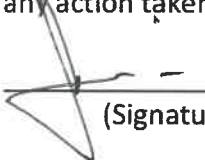
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

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

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

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

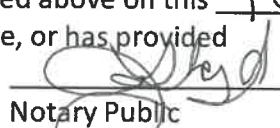
  
(Signature)

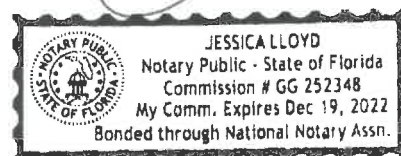
Date: 21-NOVEMBER-2019

STATE OF FLORIDA  
COUNTY OF VOLUSIA

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 18 day of NOVEMBER, 2019, and is personally known to me, or has provided as identification.

My Commission expires:

  
Notary Public



**EXHIBIT D**  
**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.

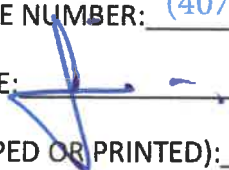
As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: LIVE FLYER, INC.

ADDRESS: 330 COQUINA AVE

CITY: ORMOND BCH STATE: FL ZIP CODE: 32174

TELEPHONE NUMBER: (407) 921-9282

SIGNATURE:  DATE: 21-NOVEMBER-2019

NAME (TYPED OR PRINTED): JOHN WARD

TITLE: PRESIDENT / COO





Request for Bid No. 19-17-REC  
Clement Taylor Park Replacement of Existing Seawall  
Business History • Availability • Experience • References  
21-November-2019



A. Business History

Live Flyer, Inc. was Chartered as a for profit Corporation with the State of Florida on 4-June-2014, originally as Live Flyer Supply, Inc. and subsequently amended to the current name, Live Flyer, Inc. in 2018, for which our Florida Division of Corporations Charter Number is P14000050376, our Federal Employer Identification Number is 47-1045970, our Volusia County Occupational License Number is 201811060001 and our Florida Marine Contractor's License Number is SCC131152095. Furthermore and for industry reference, our Dun and Bradstreet Verified (DUNS) Number is 05-205-3961.

Our corporate officers are as follows; John Ward - President and Chief Operating Officer and Ann Schwarting - Vice President and Corporate Secretary. We comprise and effective and complementary team as our life and professional experiences are discrete and we routinely enjoy synergistic project solutions not visible otherwise. While John Ward draws from his three decades of experience in heavy civil marine construction to plan and execute, Ann Schwarting observes the work thru the unique paradigm of environmental conservation and deep level commitment to be stewards of our natural ecosystems.

While we work as an equal team in terms of respective management roles and in addition to her qualifying Live Flyer, Inc. as a women-owned disadvantaged small-business, Ann Schwarting typically supports all project management functions and a briefing or interaction with one is much like having communicated with the other, as we enjoy perfect disclosure. John Ward will be ultimately responsible for adherence to the terms and conditions of the Agreement, including coordination for the planning, procurement, mobilization and field operations as Project Manager for the planned work, from pursuit to Final Acceptance of the Work, including the Warranty period.

Without question and as a steadfast precept in our approach to all work, it is our most fundamental purpose and ongoing pervasive pursuit at Live Flyer, Inc., to routinely demonstrate sound engineering judgement, planning and execution of our work with minimal adverse affect to the environment, while doing so in a cost effective manor via evolutionary life long learning to identify, continually improve upon existing and develop new means, methods, equipment and materials that will be depended upon to achieve high level effectiveness in the preservation and restoration of our natural areas.

We are building Live Flyer, Inc. from an emerging small business into the areas premier turn-key heavy civil marine, environmental and salvage contractor conducting business throughout the State of Florida, coastal Georgia, South Carolina and the Caribbean. We excel at unique project challenges in terms of; specialized knowledge / skill, design / build project delivery, complex technical work, difficult access situations, urgent response capability, development of temporary structural systems to facilitate construction and work in remote locations, where typical infrastructure isn't either non-existent or minimal.



Request for Bid No. 19-17-REC  
Clement Taylor Park Replacement of Existing Seawall  
Business History • Availability • Experience • References  
21-November-2019



B. Availability

In summary, our status of current work in progress is limited and therefore, the expected timeframe for the work in Destin complements our existing project schedule. We are currently designing, permitting and procuring for the City of Holly Hill Design / Build Pedestrian Bridge project. The current value of the work for the pedestrian bridge replacement is \$214,414. We have completed and the owner has approved our thirty-percent design development submittal, we expect the sixty-percent drawing deliverables from our design engineer next week, shop drawings for the fabricated components before December-2019 and therefore, we plan to construct the bridge in the February-2020 timeframe with a scheduled duration of one month of field work.

C. Work Experience

In cooperation with the attached resume for John Ward, sheet pile bulkhead walls have represented an integral and recurring scope of work in Mr. Ward's thirty-years long career in heavy civil marine construction. Relevant bulkhead projects include; replacement of the existing quay wall in Castries, Saint Lucia, BWI, several new bulkhead walls at Port Canaveral, Florida and an emergency concrete sheet pile rehabilitation project for the Florida Department of Transportation in District Five. See example photo's below.







Request for Bid No. 19-17-REC  
Clement Taylor Park Replacement of Existing Seawall  
Business History • Availability • Experience • References  
21-November-2019







Request for Bid No. 19-17-REC  
Clement Taylor Park Replacement of Existing Seawall  
Business History • Availability • Experience • References  
21-November-2019



D. References

In addition to the references listed below, please review the several attached referral letters for previous work.

Clay County Board of County Commissioners  
Attn: Karen Thomas - Director of Administrative and Contractual Services  
477 Houston Street, Green Cove Springs, FL 32043  
Office No. (904) 278-3735 eMail: [Karen.Thomas@claycountygov.com](mailto:Karen.Thomas@claycountygov.com)

Saint John's River Water Management District  
Attn: James Rider - Project Director  
525 Community College Pkwy, Palm Bay, FL 32909  
Mobile No. (321) 984-4941 eMail: [JRider@sjrwmd.com](mailto:JRider@sjrwmd.com)

City of Holly Hill Public Works Department  
Attn: Steven Juengst - Facilities Supervisor  
453 LPGA Blvd., Holly Hill, FL 32117  
Office No. (386) 248-9463 eMail: [SJuengst@hollyhillfl.org](mailto:SJuengst@hollyhillfl.org)

Florida Fish and Wildlife Conservation Commission  
Attn: Ryan Moreau - Planning Manager  
620 South Meridian St., Tallahassee, FL 32399  
Office No. (850) 617-9547 eMail: [Ryan.Moreau@myfwc.com](mailto:Ryan.Moreau@myfwc.com)

In order to demonstrate industry credibility, below is a listing of key stakeholder commercial accounts held by Live Flyer, Inc.

Synergy Equipment Rentals, Inc.  
Attn: Sherri Waring - Accounts Manager  
2580 Whitfield Ave., Sarasota, FL 34243  
Office No. (386) 401-4781 eMail: [CWaring@synergyequip.com](mailto:CWaring@synergyequip.com)

Infra-Metals Co.  
Attn: Theresa Safko - Director of Accounts  
5208 24th Ave. South, Tampa, FL 33619  
Office No. (813) 626-6005 eMail: [TSafko@infra-metals.com](mailto:TSafko@infra-metals.com)

Mobro Marine, Inc.  
Attn: Trish Kramer - General Office Manager  
606 Leonard C Taylor Pkwy., Green Cove Springs, FL 32043  
Office No. (904) 284-9670 eMail: [TKramer@mobromarine.com](mailto:TKramer@mobromarine.com)

Suntrust Bank, Inc.  
Attn: Jennifer Gaddy - Small Business Team Leader  
1737 North Clyde Morris Blvd., Daytona Beach, FL 32117  
Office No. (386) 258-2354 eMail: [Jennifer.Gaddy@suntrust.com](mailto:Jennifer.Gaddy@suntrust.com)



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**WARD, JOHN V JR**

LIVE FLYER, INC.  
330 COQUINA AVE  
ORMOND BEACH FL 32174

**LICENSE NUMBER: SCC131152095**

**EXPIRATION DATE: AUGUST 31, 2020**

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## JOHN WARD

330 Coquina Avenue - Ormond Beach - Florida - 32174

Mobile No. 407-921-9282 - [John@LiveFlyerInc.com](mailto:John@LiveFlyerInc.com)

### Roles

Knowledge and skill in all facets of heavy civil & marine construction; Safety, Quality, Environmental, Business Development, Constructability Review, Design Development, Permitting, Estimating, Surety & Insurance, Contracts & Supplemental Agreements, Negotiation, Planning, Procurement, Risk Assessment, Engineering, Scheduling, Personnel Management, Plant & Equipment, Cost Control Forecasting, Production & Productivity Enhancement, Project Acceptance, Warranty Administration and Client Follow Up.

### Credentials

M.S. Degree, Construction Management, University of Florida, Gainesville, Florida – August 1992

B.S. Degree, Business Administration, University of Florida, Gainesville, Florida – August 1990

QC Manager, ACI Concrete Transportation Construction Inspector and Concrete Field & Lab Testing Qualifications – Est. 2004

FAA Private Pilot License – Single Engine, Land Based Aircraft – Aerial Project Photography & Crew Transport – Est. 2000

### Major Accomplishments

2010 FDOT & FTBA Florida's Best in Construction Award, Bridge Category – Saint Sebastian River Bridge

2009 FDOT Early Completion Bonus incentive for achieving Final Acceptance of the project three calendar months (3 Mo) early

2008 USACoE Quarterly Safety Excellence Award – CCAFS Satellite Protection Facility – Driven Pile Deep Foundation System

2003 FDOT & FTBA Florida's Best in Construction Award, Major Bridge Category – Broadway Bridge, Daytona Beach, Florida

### Projects Managed

#### **Design/Build Pedestrian Bridge Replacement on Riverside Drive - City of Holly Hill**

July 2019 – Ongoing

Teamed with JL Arnold Engineering, we organized a preliminary design concept and corresponding price proposal determined to represent the best value to the City of Holly Hill. Our 200 foot long bridge structure design consists of driven steel substructure h-pile and bent caps, prefabricated aluminum deck segments, constructed in a typical span length of 20 feet and precast concrete abutment foundations at the approaches with neoprene bearing pads supporting the entire superstructure.

#### **Access Piers No. S-252B & C Replacement - St. John's River Water Management District**

March 2019 – August 2019

Functionally obsolete and structurally deficient, the existing timber hydrostation monitoring access piers were replaced with epoxy coated steel deep foundations of driven h-pile and decked with prefabricated superstructure walkway sections spanning 20 to 25 feet for an overall length of 40 to 50 feet. Both piers included the placement of riprap revetment along the slope to mitigate erosion.

#### **Derelict Vessel Removal and Disposal - Clay County Board of County Commissioners**

January 2019 – April 2019

Having been displaced onto a remote shoal during Hurricane Irma, removal this 50 ton concrete vessel was exacerbated by the wave action having buried the keel well below the mudline precluding the possibility of restoring the vessel to a buoyant condition. Furthermore, the available water depth adjacent to the shipwrecked ketch was as little as 1 foot deep. Therefore, we organized a shallow draft propulsion spud barge with which to coordinate removal during the full moon highest tides of late winter / early spring.

#### **Mile Point Manatee Markers - Florida Fish & Wildlife Conservation Commission**

January 2019 – May 2019

As this work area suffers from routine high level current and is exposed to frequent storm conditions, the existing driven timber pile supported and floating waterway markers required removal, replacement, improvements and maintenance. The place of performance is located in the confluence of the Intracoastal Waterway and the Saint John's River, requiring close vessel traffic coordination.

#### **Emergency Derelict Vessel Abatement - Clay County Board of County Commissioners**

December 2018 – January 2019

Removal of several hurricane damaged and abandoned vessels obstructing navigation in the Saint John's River, grounded from Jacksonville to Green Cove Springs. Teamed with Clay County to plan and execute urgent vessel demolition in place, marine transport to the Port of Green Cove Springs for trans-loading to the hill and load out staging for landfill disposal and recycling.

#### **Blueway Paddling Trails Waterway Channel Debris Removal & Marker Maintenance**

September 2018 – Ongoing

In cooperation with the Florida Department of Environmental Protection (FDEP) as part of the Greenway Trails System, the Blueway includes over 130 miles of wilderness paddling trails providing outstanding opportunities for solitude and primitive or unconfined visitor recreation. As part of a continuing five (5) years long project, we traverse the trails and periodically provide obstruction clearing, debris disposal and restoration of damaged or missing waterway channel markers.

#### **Lewis & Clark Bridge (US 85) – North Dakota Department of Transportation**

April 2016 – August 2018

This was the largest individual infrastructure project in state history. The \$70M contract was awarded by the North Dakota Department of Transportation (NDDOT) to replace the existing two-lane functionally obsolete and structurally deficient Missouri River Bridge at US Highway 85 three miles south of Junction US 2 near Williston, North Dakota in McKenzie and Williams Counties. The scope of work included a six-span, continuous deck unit, approximately 1,522-ft long by nearly 85-ft wide, four-lane, high-level





## JOHN WARD

structure accessed during construction by a temporary work trestle supporting 300-ton crawler cranes. The project also included a wildlife crossing and relief bridge, nearly five miles of associated roadway widening and removal of the existing bridge structure.

**I-75 Improvements – Section I (SR 54 to SR 52) – Florida Department of Transportation** February 2015 – April 2016  
Design and construct multi-phased 12 mile widening from 4 to 6 lanes of the Interstate including 1 million cy of embankment from onsite pond excavation including 250,000 cy of excess clay, construction of five new overpass bridges with 18" PC PS concrete driven pile foundations up to 125' long, cast-in-place abutments with temporary & permanent MSE walls, Florida I-Beams up to 168' long and cast-in-place deck with slipformed traffic railing.

**KSC Bridges Revetment – National Aeronautics & Space Administration** August 2010 – April 2012  
Scour protection at the Four Kennedy Space Center NASA Bridges, scope consisting of dredging, precision rock filled geotextile mattress placement and rubble riprap within the channels and adjacent to the existing bascule piers. Extensive commercial diving work was all self performed.

**Cocoa Bridge Rehabilitation – Florida Department of Transportation** November 2010 – February 2012  
Waterline footer cast-in-place concrete encapsulation, spall repair and impressed cathodic protection system comprised of titanium mesh installed within the splash zone of the existing structure.

**Cruise Terminal No. 8 Improvements – Canaveral Port Authority** December 2008 – January 2010  
Extension of the existing Disney Cruise Lines wharf to accommodate larger vessels and construction of a berthing dolphin. Foundation systems consisting of 18" and 24" PC PS Concrete Pile approximately 110' long with cast-in-place caps and decks. Installation of AZ-50 steel sheetpile wall approximately 100' deep with soil anchor tiebacks and cast-in-place cap. Mechanical dredging within the West Turning Basin to the new design depth and placement of grout filled fabri-form revetment. Work was completed ahead of schedule despite significant access restrictions imposed by frequent cruise ship berthing.

**Bay & River Drive Bridges – City of Vero Beach** September 2009 – November 2010  
Replacement of two structures including 18" Square PC PS Concrete pile, cast-in-place pier caps and deck spans. All work was performed within very close proximity to high end waterfront homes in an exclusive neighborhood.

**Rose Bay Weir Pier – United States Army Corps of Engineers** April 2010 – May 2010  
Timber structure within dredge spoil basin to support and furnish access to the water level control structure.

**Marine Fuel Terminal – Vitol Seaport Canaveral** July 2009 – March 2010  
Installation of 24" Steel Pipe Pile approximately 100' in length, construction of cast-in-place pier caps and installation of Seven fuel loading arms weighing over 60 tons each and designed to reach across the existing berthing wharf to transload fuel.

**Sebastian River Bridge Replacement – Florida Department of Transportation** October 2007 – September 2009  
Phased removal and replacement of two existing US-1 bridges. The new bridges include 24" PC PS Concrete pile of up to 130' long, cast-in-place pier caps, AASHTO girders and a cast-in-place deck with slipformed traffic barriers. All work was successfully performed within Florida Outstanding Waters under close scrutiny from the St. John's Water Management District.

**Emergency Bulkhead Replacement – Florida Department of Transportation** September 2008 – October 2008  
Replacement of compromised concrete sheetpile wall, tiebacks and construction of a cast-in-place concrete cap. Articulating pre-cast concrete mats were placed within the channel to protect the subaqueous electrical and communications cable crossings. The project was advertised on a Thursday, the job was bid and the Contract was executed on a Friday and the first Contract day was the next day, Saturday. The work was successfully completed two days early.

**CCAFS Satellite Protection – United States Army Corps of Engineers** February 2008 – April 2008  
Driving of 18" PC PS Concrete Pile to provide a hurricane proof foundation system for satellite storage.

**South Cargo Pier No. 2 Replacement – Canaveral Port Authority** June 2006 – March 2008  
Phased removal and replacement of the existing marginal wharf and bulkhead wall, including 18" PC PS Concrete Pile with lengths of nearly 120', cast-in-place pier caps, PC PS concrete deck slabs and a cast-in-place deck. Installation of AZ-18 steel sheet pile approximately 70' long, soil anchor tiebacks and a cast-in-place concrete cap. 2006 Negotiated \$3.5 million Emergency Work – Having identified subsidence behind the existing bulkhead wall, adjacent to the proposed construction, I notified the Client of the risk in writing and furnished an alternative solution with a request for structural investigation that was declined twice. Shortly thereafter, a tenants' 150 ton cargo crane nearly overturned into the port channel due to voids discovered underneath a wharf approach slab. I solely negotiated a fast track, design-build supplemental agreement of nearly \$3.5 million and successfully completed the work within the original allowable Contract time – South Cargo Pier No. 2 Replacement.

**KSC LC39B Lighting Towers – National Aeronautics & Space Administration** October 2007 – February 2008  
Installation and capacity verification testing of 18" and 24" PC PS Concrete Pile approximately 70' in length to provide a suitable foundation system for the proposed Constellation rocket, intended to replace the Space Shuttle, lighting protection system towers. All



## JOHN WARD

project resources were delivered by barge to the vehicle assembly building turning basin and transported about a mile overland to the launch pad.

### **Deck Barge Stabilization & Cargo Salvage – Granite-Archer Western**

June 2007 – July 2007

Removal and disposal of approximately 1,500 tons of AASHTO girders damaged during an ocean transport tow. Worked closely with USCG, Canaveral Port Authority and the cargo insurance provider to develop a plan for removal and disposal without interruption to vessel traffic.

### **KSC VAB Test Pile Extraction – National Aeronautics & Space Administration**

March 2007 – April 2007

Extract steel pipe pile adjacent to high bay Space Shuttle vehicle assembly building in order to assess the current condition and capacity of the foundation system.

### **North Wharf Rehabilitation – St. Lucia Air and Sea Ports Authority, BWI**

July 2005 – June 2006

Design-build emergency stabilization of a failing 117 year old quay wall at Port Castries needed to restore cruise ship berthing after having been closed for the 2004 – 2005 season. Critical milestones including the installation of over 100 rock anchors to tie back the existing wall and competition of 4 mooring bollards before 2-Nov-05 when the first cruise liner arrived. The new bulkhead consisted of AZ-48 sheets nearly 100' long driven into bedrock and tied back with 100 more rock anchors.

2005 Emergency Contract – Due to funding issues, the Client had postponed the wharf replacement until the displacement of the existing quay caused the cruise ship captains to refuse berthing at the Port in Castries until the problem was corrected, which resulted in significant loss of revenue for the Client and jeopardized all existing cruise vessel Contracts making the project very political on a small banana republic island. While maintaining constant communications with high-level officials within the Government, I developed a plan and schedule to work seven days a week to restore berthing capability. The emergency work was completed two days ahead of schedule and the remaining work was successfully completed while working around frequent cruise ship berthings – SLASPA North Wharf Rehabilitation.

### **Thomas B. Manuel Bridge Replacement – Florida Turnpike Authority**

October 2002 – July 2005

Project Engineer and Quality Control Manager for the design-build high level bridges over the St. Lucie Canal for the Florida Department of Transportation – Turnpike Enterprise. Design and construction of a new parallel bridge and deck replacement of the existing bridge. Scope includes the administration of an extended warranty for the bridge and approaches.

2002 FDOT QC2000 Pilot Project – Developed the first onsite AASHTO approved material testing lab with FDOT certified personnel to self perform all project acceptance testing – Thomas B. Manuel Design/Build Bridge.

2005 thru 2011 Warranty Program Administrator – I managed the extended warranty commitment for the project thru expiration of the one year typical and five year extended warranties – Thomas B. Manuel Design/Build Bridge.

### **Cargo Pier and RO/RO Ramp Rehabilitation – Georgetown, Grand Cayman**

May 2003 – December 2003

Project Quality Control Engineer for the reconstruction and wharf extension at the Port Authority of the Cayman Islands, including the development and implementation of complex concrete mix designs to maintain excellent slump retention to achieve tremie placement and significant corrosion resistance while attaining high early strength for form stripping.

### **Broadway Bridge US 92 – Florida Department of Transportation**

March 2000 – October 2002

Office and Field Engineer for the construction of a high-level, precast post-tensioned concrete segmental bridge erected in balanced cantilever. Broadway was a high profile bridge with many unique aesthetic features.

### **2003 FDOT & FTBA Florida's Best in Construction Award, Bridge Category – Broadway Bridge**

### **Estimator in Heavy Civil Major Structures – Central Region, Florida**

March 1999 - March 2000

Private and public project tenders ranging from \$1 to \$100 million dollars.

### **Estimator & Engineer in Heavy and Highway Construction – Central Region, Florida**

January 1995 - March 1999

Private and public projects tenders ranging from \$1 to \$25 million dollars and new contract start up.

### **Dominquez Refinery – Carson, California**

February 1993 - January 1995

Scheduling and Cost Engineer for the asbestos abatement and industrial dismantlement of a decommissioned 1,000 acre petrochemical plant for Shell Oil Company.

### **Vandenberg Airport Runway Expansion – Tampa, Florida**

August 1992 - February 1993

Field Engineer for the environmentally sensitive clearing, underground utilities and mitigation plantings needed to facilitate the construction of proposed Runway 5/23.



**Administrative &  
Contractual Services**

PO Box 1366  
Green Cove Springs, FL  
32043

Physical Address:  
477 Houston Street  
Admin. Bldg., 4<sup>th</sup> Floor  
Green Cove Springs, FL  
32043

Phone: 904-278-3766  
904-278-3761  
904-284-6388

Fax: 904-278-3728

**Acting County Manager**  
Lorin L. Mock

**Commissioners:**

Mike Cella  
District 1

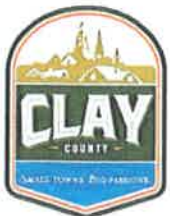
Wayne Bolla  
District 2

Diane Hutchings  
District 3

Gavin Rollins  
District 4

Gayward F. Hendry  
District 5

[www.claycountygov.com](http://www.claycountygov.com)



Monday, April 8, 2019

Mr. John Ward  
Live Flyer Inc.  
330 Coquina Ave.  
Ormond Beach, FL 32174

Re: Letter of Appreciation and Recommendation

Mr. Ward,

It is my pleasure to provide you a letter of recommendation for future marine projects. Thank you for your professionalism and timely performance in removing several derelict vessels from the waterways of Clay County this past year.

Thank you for your motivation and quick performance in removal and disposal of several vessels that were aground and/or partially sunk. Your extensive knowledge and timely performance allowed us to meet grant removal deadlines and community commitments. It should also be noted that several residence shared their appreciation of your professionalism, kindness, and timely removal as well.

With your assistance, we were successful in reaching our goals of enhancing the environment and boater safety here in County. Please feel free to share this letter of recommendation with other agencies as well as my contact information for reference purposes. I look forward to working with you and your company on future projects.

Sincerely,

A handwritten signature in blue ink that reads "Karen Thomas".

Karen Thomas, CPPB, FCCN  
Dir. Of Administrative and Contractual Services

Friday, March 1, 2019

Live Flyer, Inc.  
Attn: John Ward  
330 Coquina Avenue  
Ormond Beach, FL 32174  
[John@LiveFlyerInc.com](mailto:John@LiveFlyerInc.com)  
(407) 921-9282

**TO WHOM IT MAY CONCERN**

**RE: Referral Letter (Proven Past Performance)**

Regarding the Bulkhead Rehabilitation of the North Wharf in Castries, Saint Lucia BWI, John Ward successfully planned, procured and executed urgent soil anchor stabilization of the existing quay wall suffering significant deflection from plan location and thereby threatening, not just mooring of cruise vessels, but the retail tenants lining the wharf.

Having restrained the existing quay wall, constructed in the colonial era by the British, Mr. Ward furnished and installed hundreds of steel sheet piling, more than thirty meters in length, to establish a consistent and unyielding berthing line tied back to cast in place deadman and concrete encapsulation of the entire splash zone to enhance useful life.

The Saint Lucia Air and Sea Ports Authority (SLASPA) is pleased to report that all project goals were achieved; personnel safety, quality of the work performed, completion cost/schedule, while maintaining frequent vessel berthings within the active construction area. Therefore, we highly recommend Mr. Ward and please contact us as needed for any more clarification required.

Sincerely,

**SAINT LUCIA AIR AND SEA PORTS AUTHORITY**

  
.....  
**DAREN CENAC**

*General Manager (Ag.)*



13-November-2018



Mr. John Ward  
Live Flyer, Inc.  
330 Coquina Avenue  
Ormond Beach, FL 32174  
(407) 921-9282

RE: Letter of Recommendation

To whom it may concern,

As John Ward has successfully demonstrated his knowledge, skill and desire to consistently achieve all project goals in the construction of several marine projects within Port Canaveral, it is my pleasure to recommend him for this classification of work.

His enthusiastic and optimistic attitude are contagious, which serve to motivate and energize project staff. Routinely, John has used resourcefulness and a "can do" attitude to overcome challenges and solve problems with creative planning and persistence.

I would not hesitate to have John on any of my marine projects. If you would like to further discuss his record and qualifications please contact me.

Thank you,

A handwritten signature in blue ink, appearing to read "Tom Foxhoven", with a long, sweeping flourish extending to the right.

Tom Foxhoven  
Project Director  
Canaveral Port Authority  
(321) 783-7831 x255

**Port Canaveral**

445 Challenger Road Suite 301 Cape Canaveral, Florida 32920 USA  
321 783.7831 888.767 8826 [www.portcanaveral.com](http://www.portcanaveral.com)



JACOBS CH2M  
445 Challenger Road  
Suite 130  
Cape Canaveral, FL 32920  
321-392 4808  
[www.jacobs.com](http://www.jacobs.com)

November 2, 2018

Mr. John Ward  
Live Flyer Inc.  
330 Coquina Avenue  
Ormond Beach, Florida  
32174

To Whom It May Concern:

Since 2004 I have had the pleasure of working with John Ward on marine construction projects at Port Canaveral. These projects included concrete and steel pile driving, bulkhead walls, monopile and multi-pile mooring dolphins, dredging, grouted tie-back anchors, and articulated grouted scour protection mats.

Throughout these projects, John demonstrated a thorough knowledge of marine construction, and I always found that the construction workers under John conducted their work in a professional manner. When unexpected challenges arose, John responded to each with timely solutions and a "can do" attitude.

It is without hesitation that I submit this letter of recommendation for John Ward. John's extensive experience, professionalism, and knowledge will allow him to build a highly competent marine construction company. I look forward to working with John again on future projects. If you require any further information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary D. Ledford".

Gary D. Ledford, P.E.  
Project director



November 13, 2018

Dear Sir or Madame,

Having enjoyed working with Mr. John Ward in the design and construction of marine deep foundation systems throughout Florida and the Caribbean since 1999, I highly recommend Mr. Ward as having extensive knowledge and skill in heavy civil marine construction.

John's **ability** to consistently overcome difficult and varied field conditions, as well as unexpected soil strata has been routinely demonstrated. Additionally, his resilience to create alternative solutions in order to achieve all project goals has been consistent.

Therefore, please consider this document my professional support and recommendation for John Ward within the field of marine construction. We look forward to working together in the future and please contact me for more information as needed.

Thank you,

Mohamad Hussein, P.E.  
V.P./GRL Engineers, Inc.  
8000 South Orange Ave., suite 225  
Orlando, Florida 32809  
Office phone: (407) 826-9539  
Cell phone: (407) 257-0934  
[www.GRLEngineers.com](http://www.GRLEngineers.com)



[www.pile.com](http://www.pile.com)



# Department of Environmental Protection

2600 Blair Stone Road, M.S. 3565  
Tallahassee, Florida 32399-2400

**May 14, 2019**

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. I greatly appreciate your participation in and successful completion of this course. I hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let me know if there are any errors in the certificate or card, or in the grading of your exam. If I can be of further assistance, please do not hesitate to contact me at 850/245-8294 or via email: [halton.lunsford@dep.state.fl.us](mailto:halton.lunsford@dep.state.fl.us).

John V. Ward

DEPARTMENT OF  
ENVIRONMENTAL PROTECTION  
STORMWATER EROSION AND SEDIMENTATION CONTROL  
INSPECTOR TRAINING PROGRAM

**John V. Ward**

*Class Date*  
**January 30, 2019**

*Inspector Number*  
**42678**

QUALIFIED STORMWATER MANAGEMENT INSPECTOR  
CURRENTLY DOES NOT EXPIRE

## QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

**John V. Ward**

has successfully met all requirements necessary to be fully qualified through  
the Florida Department of Environmental Protection Stormwater Erosion  
and Sedimentation Control Inspector Training Program

Hal Lunsford  
Statewide Training Coordinator

**January 30, 2019**

**Inspector Number 42678**

Kevin Coyne  
WQRP Program Administrator

# Certificate of Completion

**John V. Ward**

**Has Completed a Florida Department of  
Transportation Approved Temporary Traffic  
Control (TTC) Advanced Course.**

**12/15/2020**

Date Expires

**37**

FDOT Provider #

**Juan Morales**

Instructor

**23911**

Certificate #



**SAFER ROADS SAVE LIVES**

**ATSSA**

15 Riverside Parkway Ste. 100  
Fredericksburg, VA,  
[www.atssa.com](http://www.atssa.com)  
[donna.clark@atssa.com](mailto:donna.clark@atssa.com)



For more information about Temporary Traffic  
Control (TTC) or to verify this certificate

[www.motadmin.com](http://www.motadmin.com)





# INSURANCE BINDER

OP ID: NQ

DATE (MM/DD/YYYY)

3/15/2019

**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.**

|                                                                                                                                              |  |                                                                                                                                                     |  |                                      |  |
|----------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------|--|
| <b>AGENCY</b><br><b>Brown &amp; Brown Marine</b><br><b>P.O. Box 5727</b><br><b>Fort Lauderdale, FL 33310-5727</b><br><b>Michael C. Boyer</b> |  | <b>COMPANY</b><br><b>N.Y. Marine &amp; General Ins Co+</b>                                                                                          |  | <b>BINDER # 2114</b>                 |  |
| <b>PHONE</b><br>(A/C, No, Ext): <b>954-776-2222</b>                                                                                          |  | <b>FAX</b><br>(A/C, No): <b>954-493-9730</b>                                                                                                        |  |                                      |  |
| <b>CODE:</b>                                                                                                                                 |  | <b>SUB CODE:</b>                                                                                                                                    |  |                                      |  |
| <b>AGENCY CUSTOMER ID: LIVEF-1</b>                                                                                                           |  |                                                                                                                                                     |  |                                      |  |
| <b>INSURED</b><br><b>Live Flyer, Inc.</b><br><b>330 Coquina Ave</b><br><b>Ormond Beach FL 32174</b>                                          |  |                                                                                                                                                     |  |                                      |  |
|                                                                                                                                              |  | <b>DATE EFFECTIVE</b><br><b>02/22/19</b>                                                                                                            |  | <b>EXPIRATION</b><br><b>02/22/20</b> |  |
|                                                                                                                                              |  | <b>TIME</b><br>AM<br>PM                                                                                                                             |  | <b>TIME</b><br>12:01 AM<br>NOON      |  |
|                                                                                                                                              |  | <b>THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: AUT2019-0000-XX</b>                                   |  |                                      |  |
|                                                                                                                                              |  | <b>DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)</b><br><b>Comm Auto Coverage 2017 Jeep Wrangler</b><br><b>1C4BJWEG2HL644723</b> |  |                                      |  |

**COVERAGES****LIMITS**

| TYPE OF INSURANCE                                                                                                                                                                                                                                                                        | COVERAGE/FORMS                                                                               | DEDUCTIBLE | COINS % | AMOUNT |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|------------|---------|--------|
| <b>PROPERTY</b><br>CAUSES OF LOSS<br><input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC                                                                                                                                                         |                                                                                              |            |         |        |
| <b>GENERAL LIABILITY</b><br>COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR                                                                                                                                                          |                                                                                              |            |         |        |
|                                                                                                                                                                                                                                                                                          | RETRO DATE FOR CLAIMS MADE:                                                                  |            |         |        |
| <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS |                                                                                              |            |         |        |
|                                                                                                                                                                                                                                                                                          | RETRO DATE FOR CLAIMS MADE:                                                                  |            |         |        |
| <b>AUTO PHYSICAL DAMAGE</b><br><input checked="" type="checkbox"/> COLLISION: <b>500</b><br><input checked="" type="checkbox"/> OTHER THAN COL: <b>500</b>                                                                                                                               | <input type="checkbox"/> ALL VEHICLES <input checked="" type="checkbox"/> SCHEDULED VEHICLES |            |         |        |
| <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                                                             |                                                                                              |            |         |        |
| <b>EXCESS LIABILITY</b><br><input type="checkbox"/> UMBRELLA FORM<br><input type="checkbox"/> OTHER THAN UMBRELLA FORM                                                                                                                                                                   | RETRO DATE FOR CLAIMS MADE:                                                                  |            |         |        |
| <b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>                                                                                                                                                                                                                                    |                                                                                              |            |         |        |
| <b>SPECIAL CONDITIONS/ OTHER COVERAGES</b>                                                                                                                                                                                                                                               |                                                                                              |            |         |        |

| LIMITS                       |                  |
|------------------------------|------------------|
| EACH OCCURRENCE              | \$               |
| DAMAGE TO RENTED PREMISES    | \$               |
| MED EXP (Any one person)     | \$               |
| PERSONAL & ADV INJURY        | \$               |
| GENERAL AGGREGATE            | \$               |
| PRODUCTS - COMP/OP AGG       | \$               |
| COMBINED SINGLE LIMIT        | \$ <b>500000</b> |
| BODILY INJURY (Per person)   | \$               |
| BODILY INJURY (Per accident) | \$               |
| PROPERTY DAMAGE              | \$               |
| MEDICAL PAYMENTS             | \$ <b>5000</b>   |
| PERSONAL INJURY PROT         | \$               |
| UNINSURED MOTORIST           | \$ <b>500000</b> |
| ACTUAL CASH VALUE            |                  |
| STATED AMOUNT                | \$               |
| OTHER                        |                  |
| AUTO ONLY - EA ACCIDENT      | \$               |
| OTHER THAN AUTO ONLY:        |                  |
| EACH ACCIDENT                | \$               |
| AGGREGATE                    | \$               |
| EACH OCCURRENCE              | \$               |
| AGGREGATE                    | \$               |
| SELF-INSURED RETENTION       | \$               |
| WC STATUTORY LIMITS          |                  |
| E.L. EACH ACCIDENT           | \$               |
| E.L. DISEASE - EA EMPLOYEE   | \$               |
| E.L. DISEASE - POLICY LIMIT  | \$               |
| FEES                         | \$               |
| TAXES                        | \$               |
| ESTIMATED TOTAL PREMIUM      | \$               |

**NAME & ADDRESS**

|  |                                                      |                                             |
|--|------------------------------------------------------|---------------------------------------------|
|  | <input type="checkbox"/> MORTGAGEE                   | <input type="checkbox"/> ADDITIONAL INSURED |
|  | <input type="checkbox"/> LOSS PAYEE                  |                                             |
|  | LOAN #                                               |                                             |
|  | AUTHORIZED REPRESENTATIVE<br><b>Michael C. Boyer</b> |                                             |



# INSURANCE BINDER

OP ID: NQ

DATE (MM/DD/YYYY)

3/15/2019

**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.**

|                                                                                                                                              |  |                                                                                                     |  |                                                                                                                         |  |
|----------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------|--|
| <b>AGENCY</b><br><b>Brown &amp; Brown Marine</b><br><b>P.O. Box 5727</b><br><b>Fort Lauderdale, FL 33310-5727</b><br><b>Michael C. Boyer</b> |  | <b>COMPANY</b><br><b>N.Y. Marine &amp; General Ins Co+</b>                                          |  | <b>BINDER # 1996</b><br><b>ML201800002114</b>                                                                           |  |
| <b>PHONE</b><br>(A/C, No, Ext): <b>954-776-2222</b>                                                                                          |  | <b>FAX</b><br>(A/C, No): <b>954-493-9730</b>                                                        |  | <b>THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:</b>                       |  |
| <b>CODE:</b>                                                                                                                                 |  | <b>SUB CODE:</b>                                                                                    |  | <b>DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)</b><br><b>Marine contractor Marine Construction</b> |  |
| <b>AGENCY CUSTOMER ID: LIVEF-1</b>                                                                                                           |  | <b>INSURED</b><br><b>Live Flyer, Inc.</b><br><b>330 Coquina Ave</b><br><b>Ormand Beach FL 32174</b> |  |                                                                                                                         |  |
|                                                                                                                                              |  | <b>DATE EFFECTIVE</b><br><b>12/21/18</b>                                                            |  | <b>EXPIRATION</b><br><b>12/21/19</b>                                                                                    |  |
|                                                                                                                                              |  | <b>TIME</b><br><b>AM</b>                                                                            |  | <b>TIME</b><br><b>12:01 AM</b>                                                                                          |  |
|                                                                                                                                              |  | <b>PM</b>                                                                                           |  | <b>NOON</b>                                                                                                             |  |

**COVERAGES****LIMITS**

| TYPE OF INSURANCE                                                                                                                                                                                                                               | COVERAGE/FORMS | DEDUCTIBLE                   | COINS % | AMOUNT       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------|---------|--------------|
| <b>PROPERTY</b><br>CAUSES OF LOSS<br><input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC                                                                                                                |                |                              |         |              |
| <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Marine Package-see notes- |                | EACH OCCURRENCE              |         | \$ 1,000,000 |
|                                                                                                                                                                                                                                                 |                | DAMAGE TO RENTED PREMISES    |         | \$ 100,000   |
|                                                                                                                                                                                                                                                 |                | MED EXP (Any one person)     |         | \$ 10,000    |
|                                                                                                                                                                                                                                                 |                | PERSONAL & ADV INJURY        |         | \$ 1,000,000 |
|                                                                                                                                                                                                                                                 |                | GENERAL AGGREGATE            |         | \$ 2,000,000 |
|                                                                                                                                                                                                                                                 |                | PRODUCTS - COMP/OP AGG       |         | \$ 1,000,000 |
| <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS    |                | COMBINED SINGLE LIMIT        |         | \$           |
|                                                                                                                                                                                                                                                 |                | BODILY INJURY (Per person)   |         | \$           |
|                                                                                                                                                                                                                                                 |                | BODILY INJURY (Per accident) |         | \$           |
|                                                                                                                                                                                                                                                 |                | PROPERTY DAMAGE              |         | \$           |
|                                                                                                                                                                                                                                                 |                | MEDICAL PAYMENTS             |         | \$           |
|                                                                                                                                                                                                                                                 |                | PERSONAL INJURY PROT         |         | \$           |
|                                                                                                                                                                                                                                                 |                | UNINSURED MOTORIST           |         | \$           |
| <b>AUTO PHYSICAL DAMAGE</b><br>DEDUCTIBLE <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES<br>COLLISION: <input type="checkbox"/><br>OTHER THAN COL: <input type="checkbox"/>                                  |                | ACTUAL CASH VALUE            |         | \$           |
|                                                                                                                                                                                                                                                 |                | STATED AMOUNT                |         | \$           |
|                                                                                                                                                                                                                                                 |                | OTHER                        |         | \$           |
| <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                    |                | AUTO ONLY - EA ACCIDENT      |         | \$           |
|                                                                                                                                                                                                                                                 |                | OTHER THAN AUTO ONLY:        |         | \$           |
|                                                                                                                                                                                                                                                 |                | EACH ACCIDENT                |         | \$           |
|                                                                                                                                                                                                                                                 |                | AGGREGATE                    |         | \$           |
| <b>EXCESS LIABILITY</b><br><input type="checkbox"/> UMBRELLA FORM<br><input type="checkbox"/> OTHER THAN UMBRELLA FORM                                                                                                                          |                | EACH OCCURRENCE              |         | \$           |
|                                                                                                                                                                                                                                                 |                | AGGREGATE                    |         | \$           |
|                                                                                                                                                                                                                                                 |                | SELF-INSURED RETENTION       |         | \$           |
| <b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>                                                                                                                                                                                           |                | WC STATUTORY LIMITS          |         | \$           |
|                                                                                                                                                                                                                                                 |                | E.L. EACH ACCIDENT           |         | \$           |
|                                                                                                                                                                                                                                                 |                | E.L. DISEASE - EA EMPLOYEE   |         | \$           |
|                                                                                                                                                                                                                                                 |                | E.L. DISEASE - POLICY LIMIT  |         | \$           |
| <b>SPECIAL CONDITIONS/ OTHER COVERAGES</b><br>Hull P&I - \$1,000,000 Limits<br>Spud Barge - \$385,000 Value                                                                                                                                     |                | FEES                         |         | \$           |
|                                                                                                                                                                                                                                                 |                | TAXES                        |         | \$           |
|                                                                                                                                                                                                                                                 |                | ESTIMATED TOTAL PREMIUM      |         | \$           |

**NAME & ADDRESS**

|  |                                                      |                                             |
|--|------------------------------------------------------|---------------------------------------------|
|  | <input type="checkbox"/> MORTGAGEE                   | <input type="checkbox"/> ADDITIONAL INSURED |
|  | <input type="checkbox"/> LOSS PAYEE                  |                                             |
|  | LOAN #                                               |                                             |
|  | AUTHORIZED REPRESENTATIVE<br><b>Michael C. Boyer</b> |                                             |







JIMMY PATRONIS  
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION**

**\*\* CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW \*\***

**CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 11/5/2018

**EXPIRATION DATE:** 11/4/2020

**PERSON:** ANN SCHWARTING

**EMAIL:** UROADRANCH@GMAIL.COM

**FEIN:** 471045970

**BUSINESS NAME AND ADDRESS:**

LIVE FLYER, INC.

330 COQUINA AVE

ORMOND BEACH, FL 32174

**SCOPE OF BUSINESS OR TRADE:**

Contractor-Project Manager,  
Construction Executive,  
Construction Manager or  
Construction Superintendent

Salvage Operation ☐ No  
Wrecking or Any Structural  
Operations

Mobile Crane and Hoisting  
Service Contractors ☐ NOC ☐  
All Operations ☐ Including  
Yard Employees and Drivers

Marine Pile Driving-Dock &  
Seawall-Jetty Or Breakwater-  
Dike Or Revetment  
Construction ☐ All Operations  
To Completion & Drivers

**IMPORTANT:** Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.



JIMMY PATRONIS  
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION**

**\*\* CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW \*\***

**CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 11/5/2018

**EXPIRATION DATE:** 11/4/2020

**PERSON:** JOHN V WARD

**EMAIL:** LIVEFLYER@ICLOUD.COM

**FEIN:** 471045970

**BUSINESS NAME AND ADDRESS:**

LIVE FLYER, INC.

330 COQUINA AVE

ORMOND BEACH, FL 32174

**SCOPE OF BUSINESS OR TRADE:**

Contractor-Project Manager,  
Construction Executive,  
Construction Manager or  
Construction Superintendent

Salvage Operation ☐ No  
Wrecking or Any Structural  
Operations

Mobile Crane and Hoisting  
Service Contractors ☐ NOC ☐  
All Operations ☐ Including  
Yard Employees and Drivers

Marine Pile Driving-Dock &  
Seawall-Jetty Or Breakwater-  
Dike Or Revetment  
Construction ☐ All Operations  
To Completion & Drivers

---

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

## EXHIBIT A

### CITY OF DESTIN, FLORIDA

RFB NO. 19-17-REC,

### CLEMENT TAYLOR PARK REPLACEMENT OF EXISTING SEAWALL

### BID FORM – ALTERNATE 1

#### PART I Bid submitted by:

Company: RBM Contracting Services, LLC

Address: 118 Industrial Park Rd

City & State: Freeport, FL Zip Code: 32439

Telephone: ( ) 850-622-1434 Fax: ( ) 850-835-1357

E-mail: branchmcclendon@gmail.com

Number of Years in Business: 11 Contact Name Branch McClendon

#### PART II

| <u>Qty</u>                     | <u>Item Description</u>                                    | <u>Unit Amt</u> | <u>Bid Amount</u>    |
|--------------------------------|------------------------------------------------------------|-----------------|----------------------|
| 1                              | Vinyl Sheet Panels                                         | \$ 56,000.00    | \$ 56,000.00         |
| 1                              | Fiber Reinforced Plastic caps                              | \$ 22,000.00    | \$ 22,000.00         |
| 1                              | Deadman Anchors                                            | \$ 26,000.00    | \$ 26,000.00         |
| 1                              | Aluminum Tie Rods (Stringers)                              | \$ 8,000.00     | \$ 8,000.00          |
| 1                              | Backfill                                                   | \$ 9,000.00     | \$ 9,000.00          |
| 1                              | LABOR, Mobilization, Insurance, Permitting                 | \$ 75,000.00    | \$ 75,000.00         |
| 1                              | OTHER- Demolition & Disposal of Existing Seawall           | \$ 62,000.00    | \$ 62,000.00         |
| 1                              | OTHER- Whaling, Turbidity Curtain, Sodding disturbed areas | \$ 36,000.00    | \$ 36,000.00         |
| <b><u>TOTAL BID AMOUNT</u></b> |                                                            |                 | <b>\$ 294,000.00</b> |

\*All Freight and/or Miscellaneous Charges must be included in your lump sum bid amounts above. If additional space is needed a separate page may be attached.

Performance Period (timeline for construction with projected completion date):

120 days from NTP to Final Completion.

THE BID FORM IS CONTINUED ON THE NEXT PAGE

Product Warranty Period:

Per product manufacturer.

Workmanship Warranty Period:

One year from final completion.

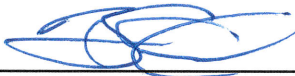
**PART III Certifications:**

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

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

**Signature and Certification:**

Name and Title of Authorized Representative: Branch McClendon, General Manager  
(Print or Type)

Signature: \_\_\_\_\_

Date of Bid: 11-21-2019

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

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

**END OF BID FORM**

**EXHIBIT B**

**CITY OF DESTIN, FLORIDA**

**RFB NO. 19-17-REC,**

**CLEMENT TAYLOR PARK REPLACEMENT OF EXISTING SEAWALL**

**BID FORM – ALTERNATE 2**

**PART I** Bid submitted by:

Company: RBM Contracting Services, LLC

Address: 118 Industrial Park Rd

City & State: Freeport, FL Zip Code: 32439

Telephone: ( ) 850-622-1434 Fax: ( ) 850-835-1357

E-mail: branchmcclendon@gmail.com

Number of Years in Business: 11 Contact Name Branch McClendon, General Manager

**PART II**

| <u>Qty</u>                     | <u>Item Description</u>                                    | <u>Unit Amt</u> | <u>Bid Amount</u>    |
|--------------------------------|------------------------------------------------------------|-----------------|----------------------|
|                                | Corrugated Aluminum Sheet Panels                           | \$ 101,000.00   | \$ 101,000.00        |
|                                | Fiber Reinforced Plastic caps                              | \$ 22,000.00    | \$ 22,000.00         |
|                                | Deadman Anchors                                            | \$ 26,000.00    | \$ 26,000.00         |
|                                | Aluminum Tie Rods (Stringers)                              | \$ 8,000.00     | \$ 8,000.00          |
|                                | Backfill                                                   | \$ 9,000.00     | \$ 9,000.00          |
|                                | LABOR, Mobilization, Insurance, Permitting                 | \$ 120,000.00   | \$ 120,000.00        |
|                                | OTHER– Demolition & Disposal of Existing Seawall           | \$ 62,000.00    | \$ 62,000.00         |
|                                | OTHER– Whaling, Turbidity Curtain, Sodding disturbed areas | \$ 36,000.00    | \$ 36,000.00         |
| <b><u>TOTAL BID AMOUNT</u></b> |                                                            |                 | <b>\$ 384,000.00</b> |

\*All Freight and/or Miscellaneous Charges must be included in your lump sum bid amounts above.

Performance Period (timeline for construction with projected completion date):

120 days from NTP to Final Completion.

THE BID FORM IS CONTINUED ON THE NEXT PAGE

Product Warranty Period:

Per product manufacturer.

Workmanship Warranty Period:

One year from final completion.

**PART III Certifications:**

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

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

**Signature and Certification:**

Name and Title of Authorized Representative: Branch McClendon, General Manager  
(Print or Type)

Signature: 

Date of Bid: 11-21-2019

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

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

**END OF BID FORM**



**EXHIBIT C**  
**PUBLIC ENTITY CRIMES STATEMENT**

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER  
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract \_\_\_\_\_  
RFB NO. 19-17-REC Clement Taylor Park Replacement of Existing Seawall

2. This sworn statement is submitted by RBM Contracting Services, LLC whose  
business address is 118 Industrial Park Rd  
Freeport, FL 32439

and (if applicable) Federal Employer Identification Number (FEIN) is 263312611 (If the entity  
has no FEIN, include the Social Security Number of the individual signing this sworn statement:  
n/a

3. My name is Branch McClendon and my relationship to the entity  
named above is General Manager.

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement,

shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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)

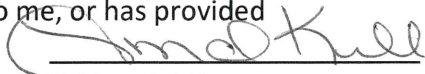
☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

  
\_\_\_\_\_  
(Signature)

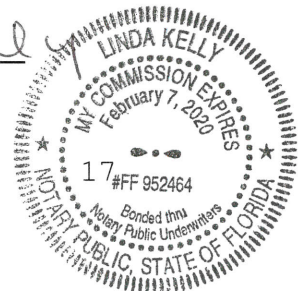
Date: 11-21-2019

STATE OF FLORIDA  
COUNTY OF Walton

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 21st day of November, 2019, and is personally known to me, or has provided as identification.

  
\_\_\_\_\_  
Notary Public

My Commission expires: February 7, 2020



**EXHIBIT D**  
**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.

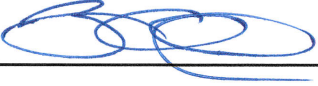
As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: RBM Contracting Services, LLC

ADDRESS: 118 Industrial Park Rd

CITY: Freeport STATE: FL ZIP CODE: 32439

TELEPHONE NUMBER: 850-622-1434

SIGNATURE:  DATE: 11-21-2019

NAME (TYPED OR PRINTED): Branch McClendon

TITLE: General Manager



# RBM

CONTRACTING  
SERVICES-LLC

RBMcontracting.com  
info@RBMcontracting.com

p: 850-622-1434

f: 850-835-1357

P.O. Box 2174  
Santa Rosa Beach  
Florida 32459

FL CGC#: 1518187

DUNS: 023351145

FEIN: 26-3312611

Cage Code: 6ZXTO

NAICS Codes:

236220

237310

237990

238910

238990

562119

**Bonding  
Capacity**

\$10mil Single

\$30mil Aggregate

## RBM Contracting Services, llc

**FL CGC • WOSB • FDOT CERTIFIED**

*Serving the Southeast, RBM Contracting is a licensed and insured construction company located in Northwest Florida. We specialize in heavy civil construction including bridge construction, site work, pile driving, and erosion control.*

Welcome to RBM Contracting Services, a Certified Federal WOSB and FDOT Certified Contractor. We are a full service construction company with a management team knowledgeable in a variety of construction projects. With every job we contract our focus is on quality control, a timely schedule, and job site safety.

As a Florida State General Contractor, RBM has a full understanding of commercial construction management as well as the ability to self-perform the majority of our projects. RBM also has qualified subcontract teams with experience in government work.

### CORE COMPETENCIES

Heavy Civil Construction

Bridge Construction

Box Culvert Construction

Storm Water Systems

Excavation & Grading

Clearing & Earthwork

Erosion Control Construction

Sheet Piles

Concrete & Timber Piles

Auger-Cast & Helical Piles

Precast & Cast In Place  
Structural Members

Marine Construction

### CLIENT LIST INCLUDES

United States Air Force

United States Navy

United States Forestry Dept.

United States Fish & Wildlife

Florida Dept. of Transportation

Florida Dept. of Environmental  
Protection

Florida Dept. of Agriculture

Walton County Board of  
Commissioners

Escambia County Board of  
Commissioners

City of Freeport, Florida



RFB NO. 19-17-REC

Clement Taylor Park Replacement of Existing Seawall

List of References

RBM Contracting Services

118 Industrial Park Rd

Freeport, FL 32439

850-622-1434

Agency           Walton County Public Works  
Address           176 Montgomery Circle  
                      DeFuniak Springs, FL 32435  
Contact name     Chance Powell  
Phone #           850-892-8108  
Email             [powchance@co.walton.fl.us](mailto:powchance@co.walton.fl.us)

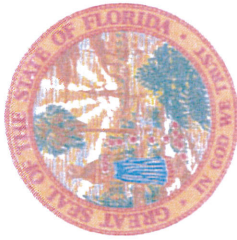
Agency           North Florida Construction  
Address           PO Box 129  
                      Clarksville, FL 32430  
Contact name     Jamie Miller  
Phone #           850-674-5730  
Email             [jamie@northfloridaconst.com](mailto:jamie@northfloridaconst.com)

Agency           FDOT  
Address           1074 Highway 90 E  
                      Chipley, FL 32428  
Contact name     Richard Norris  
Phone #           850-330-1202  
Email             [richard.noris@dot.state.fl.us](mailto:richard.noris@dot.state.fl.us)

Agency           Markon Solutions  
Address           400 S Maple Ave #230  
                      Falls Church, VA 22046  
Contact name     Ken Turner  
Phone #           850-892-9636 ext 117  
Email             [kenneth.turner@markonsolutions](mailto:kenneth.turner@markonsolutions)



RICK SCOTT, GOVERNOR



JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**MCCLENDON, ROBERT BRANCH**

R B M CONTRACTING SERVICES LLC

PO BOX 2174

SANTA ROSA BEACH FL 32459

**LICENSE NUMBER: CGC1518187**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://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.

City of Destin  
Building Division  
4200 Indian Bayou Trail  
Destin, Florida 32541  
(850) 654-1119 Fax (850) 460-2171

**CONTRACTOR APPLICATION**

Date 11-19-2019  
Qualifier's Name Branch McClendon  
Company Name RBM Contracting Services, LLC  
Mailing Address 118 Industrial Park Rd Phone: Work 850-622-1434 Fax 850-835-1357  
City & State & Zip: Freeport, FL 32439 Home \_\_\_\_\_ Mobile \_\_\_\_\_  
E-Mail Address: branchmcclendon@gmail.com

Contractor Type Certified General Contractor State License No. CGC1518187

**\*\*Will need an authorization letter for anyone other than the licensed agent to act on his/her behalf.\*\***

Okaloosa County Competency License No. n/a  
(Does not apply to State Certified Contractors)

Please attach: • Certificate of Insurance listing as certificate holder:

City of Destin  
Building Division  
4200 Indian Bayou Trail  
Destin, Florida 32541

You must have minimum liability limits of:

\$300,000 Bodily Injury, \$50,000 Property Damage  
OR  
\$300,000 Combined Single Limit

- Certificate of Insurance showing Worker's Compensation coverage or a Worker's Compensation Exemption form.
- Department of Business and Professional Regulation State License.
- Copy of Okaloosa County Competency License (Does not apply to State Certified Contractors).

**FIRST-TIME CONTRACTORS SHALL PROVIDE ORIGINAL STATE LICENSE AND DRIVER'S LICENSE OF QUALIFIER.**





## CITY OF DESTIN

### HOLD HARMLESS AGREEMENT

The Contractor, for and in consideration of a building permit issued by the City of Destin, Florida, agrees to indemnify and hold harmless said City of Destin, Florida, its officers, agents, employees, assigns, mayor and councilmen, both individually and collectively harmless from any liability caused by the negligence, carelessness, or wanton act of the contractor or his agents, employees or assigns, from all claims, damages or expenses that the City of Destin may be liable for which arise from the construction or doing of any work by the Contractor within the City of Destin, Florida.

The Contractor agrees to deliver to the City of Destin's Building Division, a Certificate of Insurance evidencing coverage for this Hold Harmless Agreement and showing the City of Destin as a Certificate Holder, and which further requires a provision or statement from the company that the policy will not be cancelled without ten days' prior notice to the City of Destin Building Division.

I hereby acknowledge that I have read and understand the above agreement on this 21<sup>st</sup>  
\_\_\_\_\_ day of November 2019.

RBM Contracting Services, LLC  
Name of Company

Qualifier Signature

Witness Signature

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/21/2019

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).

|                                                                                                                                                     |  |                                                                                                                                   |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br><b>J Smith Lanier &amp; Co of Opelika</b><br><b>2821 Corporate Park Drive</b><br><b>Opelika, AL 36803</b><br><b>334 749-3401</b> |  | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext): 334-749-3401</b><br><b>FAX (A/C, No): 334 745 8785</b><br><b>E-MAIL ADDRESS:</b> |  |
| <b>INSURED</b><br><b>RBM Contracting Services, LLC</b><br><b>PO Box 2174</b><br><b>Santa Rosa Beach, FL 32459</b>                                   |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                              |  |
|                                                                                                                                                     |  | <b>INSURER A : Imperium Insurance Company</b>                                                                                     |  |
|                                                                                                                                                     |  | <b>INSURER B : Ategrity Specialty Insurance Company</b>                                                                           |  |
|                                                                                                                                                     |  | <b>INSURER C : American Interstate</b>                                                                                            |  |
|                                                                                                                                                     |  | <b>INSURER D : One Beacon Insurance</b>                                                                                           |  |
|                                                                                                                                                     |  | <b>INSURER E :</b>                                                                                                                |  |
| <b>INSURER F :</b>                                                                                                                                  |  |                                                                                                                                   |  |

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

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                             | ADDL SUBR INSR WVD | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>BI/PD Ded:</b><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |                    | IERD0100266501   | 02/01/2019              | 02/01/2020              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                      |                    | IERD0100266401   | 02/01/2019              | 02/01/2020              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                           |
| B        | <input type="checkbox"/> <b>UMBRELLA LIAB</b><br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b><br><input type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                                                            |                    | 01BXL000004760   | 06/24/2019              | 02/01/2020              | EACH OCCURRENCE \$2,000,000<br>AGGREGATE \$2,000,000<br>\$                                                                                                                                                                               |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                      | N/A                | AVWCFL2768302019 | 02/01/2019              | 02/01/2020              | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                              |
| D        | <b>Leased Equipment</b>                                                                                                                                                                                                                                                                                                                                                                       |                    | 790016399007     | 02/01/2019              | 02/01/2020              | 400,000                                                                                                                                                                                                                                  |

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

**CERTIFICATE HOLDER****CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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## Request for Taxpayer Identification Number and Certification

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

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                         |
|-------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Print or type<br>See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>RBM Contracting Services LLC</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                         |
|                                                       | 2 Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                         |
|                                                       | 3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> C Corporation<br><input type="checkbox"/> S Corporation<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Trust/estate<br><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>S</b><br><b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.<br><input type="checkbox"/> Other (see Instructions) ▶ |                                         |
|                                                       | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br>(Applies to accounts maintained outside the U.S.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                         |
|                                                       | 5 Address (number, street, and apt. or suite no.)<br><b>PO Box 2174</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Requester's name and address (optional) |
|                                                       | 6 City, state, and ZIP code<br><b>Santa Rosa Beach, FL 32459</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                         |
|                                                       | 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                         |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

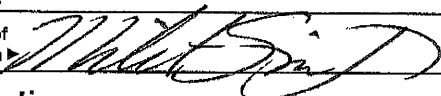
|                                |   |  |   |   |   |   |   |       |
|--------------------------------|---|--|---|---|---|---|---|-------|
| Social security number         |   |  |   |   |   |   |   |       |
|                                |   |  | - |   |   |   |   |       |
| or                             |   |  |   |   |   |   |   |       |
| Employer identification number |   |  |   |   |   |   |   |       |
| 2                              | 6 |  | - | 3 | 3 | 1 | 2 | 6 1 1 |

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person 

Date ▶ 2/22/17

### General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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

**CITY OF DESTIN, FLORIDA**

**REQUEST FOR BIDS  
RFB NO. 19-17-REC**

**CLEMENT TAYLOR PARK REPLACEMENT OF EXISTING SEAWALL**



City of Destin, Florida  
October 28, 2019

---

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

### **NOTICE TO BIDDERS**

The City of Destin, Florida, is currently receiving sealed competitive Bids for the replacement of the existing seawall located at Clement Taylor Park. Interested bidders are encouraged to visit the location to verify the scope of work and materials required to complete the project.

Bid specifications for this project can be obtained from the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541. Bid submissions must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **"RFB No. 19-17-REC, CLEMENT TAYLOR PARK REPLACEMENT OF EXISTING SEAWALL"**, along with the name, return address and telephone number of the bidder, no later than 2:00 p.m. CST, on Thursday, November 21<sup>st</sup>, 2019 at which time they will be opened. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Lance A. Johnson  
City Manager

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**CITY OF DESTIN, FLORIDA**

**RFB NO. 19-17-REC  
CLEMENT TAYLOR PARK REPLACEMENT OF EXISTING SEAWALL**

**CHECKLIST**

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

- \_\_\_\_\_ Completed Bid Form (including timeline for construction with projected completion date; and product and workmanship warranty periods)
- \_\_\_\_\_ Business history, availability, and work experience as it relates to this project
- \_\_\_\_\_ References; Individuals/Agencies you have performed similar work for
- \_\_\_\_\_ Copy of appropriate City, County, and State Licenses
- \_\_\_\_\_ Copy of Insurance Requirements
- \_\_\_\_\_ Completed Public Entity Crime Form
- \_\_\_\_\_ Completed Drug Free Workplace Certification Form
- \_\_\_\_\_ Addendums



**CITY OF DESTIN, FLORIDA**

**RFB NO. 19-17-REC  
CLEMENT TAYLOR PARK REPLACEMENT OF EXISTING SEAWALL**

**BID SPECIFICATIONS**

**I. PURPOSE**

The purpose of Bid No. 19-17-REC is to secure sealed bids for replacement of the existing seawall at Clement Taylor Park.

**SCOPE OF WORK**

The scope of work is to remove the existing seawall and restore the seawall to its pre-disaster design, use, and function; and extending the seawall an additional 15 feet. The successful bidder is responsible for obtaining all required permits. All work must be completed within 120 days of bid award unless mutually agreed up on in advance by both parties.

**PART I – GENERAL**

Work Details:

- A. Remove existing seawall and extend the seawall along the side of the beach area to address the cause of the buckling and erosion behind the wall and not have the wall slope downward. Filling in the land area that slopes down to the seawall, built up so it is not a low area for water to collect and cause erode.

**Sea Wall**

- Remove existing damaged seawall and components.
- Furnish and install new Seawall 307 FT long x 12 FT high
- Furnish and install seawall cap, 307 FT long x 1 FT wide
- Furnish and install 77 Deadman Anchors, 2 FT wide x 5 FT high, with tie rods
- Furnish and install Seawall extension, 15 FT long x 12 FT high, anchors, tie rods and seawall cap.

**Backfill**

- Remove, furnish and install 180 CY of locally prescribed sand, 345 FT long x 7 FT wide x 2 FT deep, behind sea wall.
- Remove, furnish and install 2 CY of locally prescribed sand behind seawall extension

**PART II – MATERIAL DATA**

For comparison purposes, bidders must submit pricing on both alternate 1 & 2 as indicated on Bid Forms (Exhibit A & B)

**Sea Wall**

Vinyl Sheet Panels (Alternate 1)

## **CITY OF DESTIN, FLORIDA**

### **RFB NO. 19-17-REC**

#### **CLEMENT TAYLOR PARK REPLACEMENT OF EXISTING SEAWALL**

Corrugated Aluminum Sheet Panels (Alternate 2)

Fiber Reinforced Plastic caps

Deadman Anchors

Aluminum Tie Rods (Stringers)

#### **Backfill**

Clement Taylor Park is located in White Sand Zone 2 (Ord. 02, LDC 11.07.02). *White sand, sandy soil, which is indigenous to Zone 2, or other sandy soil which is as light or lighter than the undisturbed indigenous soil on site may be used in Zone 2. Other materials may be used under special conditions stipulated by Section 11.07.05.*

*All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g. a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a sub-recipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal funding. Documentation of borrow sources utilized is required at closeout.*

***Sample of sand must be approved before construction may commence.***

#### **PART III – SITE PREPARATION AND REQUIREMENTS**

It is recommended that bidders visit the site before bid submittal to become familiar with the existing conditions and to verify area measurements and quantity of materials required.

#### **Waste Disposal**

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

#### **Permitting**

- City of Destin- Marine Construction Permit
- City of Destin Clearing, Grading, Fill Permit

*Winning bidder shall comply with all federal, state and local regulations pertaining to this scope of work. For work to be completed, the bidder is required to obtain all applicable Federal, State, and Local environmental permits prior to the start of construction. The City could jeopardize the eligible FEMA funding of this project if this requirement is not in compliance.*

**CITY OF DESTIN, FLORIDA**

**RFB NO. 19-17-REC**

**CLEMENT TAYLOR PARK REPLACEMENT OF EXISTING SEAWALL**

**PART V – WARRANTY**

Bidder should include information in this submittal on any warranties for labor/installation provided directly by the bidder. Bidder shall also provide manufacturer warranty information on product installed.

**BID & SUBMITTAL REQUIREMENTS**

**I. NO CONTACT CLAUSE**

All prospective bidders are hereby instructed to not contact any member of the City of Destin City Council, City Manager, or City of Destin staff member other than the authorized city contact person identified below, regarding this solicitation or the bidder's submittal package. In order to ensure a fair, competitive, and open process, once a project is advertised all communications between interested bidders and the City must be directed to:

City Clerk Rey Bailey  
City of Destin  
4200 Indian Bayou Trail  
Destin, Florida 32541  
850-837-4242  
[clerk@cityofdestin.com](mailto:clerk@cityofdestin.com)  
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

Any such contact to anyone but the Clerk may be cause for rejection of your submittal.

**II. BID REQUIREMENTS**

Each Bid shall indicate, in the following order, the **mandatory** information outlined below. *(Bid submissions omitting any of the following information may be deemed to be incomplete and removed from consideration.)*

- A.** Completed Bid Forms (to be the top sheet of all submission packets)
- B.** Business History, Previous Work Experience, Availability
- C.** References; Individuals/Agencies you have performed similar work for
- D.** License Requirements
- E.** Insurance Requirements
- F.** Completed Public Entity Crime Form
- G.** Completed Drug Free Workplace Certification Form
- H.** Addendums (if applicable)

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

**CITY OF DESTIN, FLORIDA**

**RFB NO. 19-17-REC**

**CLEMENT TAYLOR PARK REPLACEMENT OF EXISTING SEAWALL**

**III. SUBMITTAL REQUIREMENTS**

A. Bid Form: The Bid Form contained within this RFB shall precede the mandatory information required in Section III. **Bid Requirements**. Any additional information submitted in support of the Bid shall follow the required information.

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

C. Disclosure: Each Bid is subject to the provisions of Florida Statutes, Chapter 112, providing that all Bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all Bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

D. Joint Ventures: Firms submitting Bids as a joint venture shall submit to the City, as part of Bids, a copy of any joint venture agreement.

E. Drug - Free Workplace Program: Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more Bids, which are equal in respect to quality and service, are received and rated by the City. Bidders intending to demonstrate a Drug-Free Workplace Program shall provide an Attachment #2 certification form with the RFB submittal.

F. Sealed Submittal Packages: All Bids to be considered must be in the possession of the Destin City Clerk no later than 2:00 p.m. CT, on Thursday, November 21<sup>st</sup>, 2019. Bids may be mailed or delivered to the Office of the City Clerk at the address below. An unbound original and six (6) copies and one (1) electronic copy of the Bid shall be submitted in a sealed envelope clearly marked **“RFB No. 19-17-REC, CLEMENT TAYLOR PARK REPLACEMENT OF EXISTING SEAWALL”** and note the time and date of the opening. Regardless of method of delivery, each responder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Bids offered or received after the time set for the Bid Opening will be rejected and returned unopened to the Bidder.

**CITY OF DESTIN, FLORIDA**

**RFB NO. 19-17-REC**

**CLEMENT TAYLOR PARK REPLACEMENT OF EXISTING SEAWALL**

**MAILING AND HAND-DELIVERY ADDRESS:**

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

- I. Bid Opening: Bids are presently scheduled to be opened publicly and read aloud at 2:00 p.m. CT, on Thursday, November 21<sup>st</sup>, 2019 in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida. The City of Destin Bid Committee will then review all Bids and forward their recommendation to the City Council for award.

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

- G. Public Records: The successful bidder shall:

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

**CITY OF DESTIN, FLORIDA**

**RFB NO. 19-17-REC**

**CLEMENT TAYLOR PARK REPLACEMENT OF EXISTING SEAWALL**

I. Inquiries: The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFB. The City will respond to written, e-mailed or faxed; inquiries received at least five (5) working days prior to the RFB due date. The last day for inquiries is November 15<sup>th</sup>, 2019 at 2:00 p.m. (CT). Questions or requests for Bid documents, plans and specifications regarding this RFB may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 rbailey@cityofdestin.com

J. Responsive-Responsible Bids. Only those Bids fulfilling all requirements outlined in this RFB will be considered.

K. Bid Evaluations. The Bid Committee shall evaluate each responsive Bid based on the requirements established herein and recommend the best offer(s) to the City Council for award of contract(s). The Bid Committee will evaluate the Bids and quotations from Bids submitted and will ask questions of a clarifying nature, if necessary. The Bid Committee reserves the right to negotiate terms of services with the recommended responsive and responsible bidder(s) when it serves the best interest of the City.

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

M. Reservation of Rights. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to re-advertise Bids, to accept the Bid or award multiple Bids or take any other actions deemed by the City to be in the City's best interest.

N. License. Contractor must be Florida Certified or Okaloosa Registered and provide a license of qualifier. Must also register in the City of Destin.  
<https://www.cityofdestin.com/DocumentCenter/View/12259/Contractor-Packet>

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

**CITY OF DESTIN, FLORIDA**

**RFB NO. 19-17-REC**

**CLEMENT TAYLOR PARK REPLACEMENT OF EXISTING SEAWALL**

- P. Bonding Requirements. Not required.
- Q. Provide a completed Request for Taxpayer Identification Number and Certification (W-9) Form.
- R. Schedule for Delivery of Materials: The successful Bidder shall be responsible for receiving all materials delivered.



## EXHIBIT A

### CITY OF DESTIN, FLORIDA

RFB NO. 19-17-REC,

### CLEMENT TAYLOR PARK REPLACEMENT OF EXISTING SEAWALL

### BID FORM – ALTERNATE 1

#### PART I Bid submitted by:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_

Number of Years in Business: \_\_\_\_\_ Contact Name \_\_\_\_\_

#### PART II

| <u>Qty</u>                     | <u>Item Description</u>       | <u>Unit Amt</u> | <u>Bid Amount</u> |
|--------------------------------|-------------------------------|-----------------|-------------------|
|                                | Vinyl Sheet Panels            |                 |                   |
|                                | Fiber Reinforced Plastic caps |                 |                   |
|                                | Deadman Anchors               |                 |                   |
|                                | Aluminum Tie Rods (Stringers) |                 |                   |
|                                | Backfill                      |                 |                   |
|                                | LABOR                         |                 |                   |
|                                | OTHER-                        |                 |                   |
|                                | OTHER-                        |                 |                   |
| <b><u>TOTAL BID AMOUNT</u></b> |                               |                 |                   |

\*All Freight and/or Miscellaneous Charges must be included in your lump sum bid amounts above. If additional space is needed a separate page may be attached.

Performance Period (timeline for construction with projected completion date):

THE BID FORM IS CONTINUED ON THE NEXT PAGE

Product Warranty Period:

Workmanship Warranty Period:

**PART III Certifications:**

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

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

**Signature and Certification:**

Name and Title of Authorized Representative: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_

Date of Bid: \_\_\_\_\_

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

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

**END OF BID FORM**

**EXHIBIT B**

**CITY OF DESTIN, FLORIDA**

**RFB NO. 19-17-REC,**

**CLEMENT TAYLOR PARK REPLACEMENT OF EXISTING SEAWALL**

**BID FORM – ALTERNATE 2**

**PART I** Bid submitted by:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_

Number of Years in Business: \_\_\_\_\_ Contact Name \_\_\_\_\_

**PART II**

| <b><u>Qty</u></b>              | <b><u>Item Description</u></b>   | <b><u>Unit Amt</u></b> | <b><u>Bid Amount</u></b> |
|--------------------------------|----------------------------------|------------------------|--------------------------|
|                                | Corrugated Aluminum Sheet Panels |                        |                          |
|                                | Fiber Reinforced Plastic caps    |                        |                          |
|                                | Deadman Anchors                  |                        |                          |
|                                | Aluminum Tie Rods (Stringers)    |                        |                          |
|                                | Backfill                         |                        |                          |
|                                | LABOR                            |                        |                          |
|                                | OTHER-                           |                        |                          |
|                                | OTHER-                           |                        |                          |
| <b><u>TOTAL BID AMOUNT</u></b> |                                  |                        |                          |

\*All Freight and/or Miscellaneous Charges must be included in your lump sum bid amounts above.

Performance Period (timeline for construction with projected completion date):

THE BID FORM IS CONTINUED ON THE NEXT PAGE

Product Warranty Period:

Workmanship Warranty Period:

**PART III Certifications:**

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

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

**Signature and Certification:**

Name and Title of Authorized Representative: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_

Date of Bid: \_\_\_\_\_

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

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

**END OF BID FORM**

**EXHIBIT C**  
**PUBLIC ENTITY CRIMES STATEMENT**

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER  
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract \_\_\_\_\_

2. This sworn statement is submitted by \_\_\_\_\_ whose  
business address is \_\_\_\_\_

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

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

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement,

shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

\_\_\_\_\_  
(Signature) Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

My Commission expires:

**EXHIBIT D**  
**DRUG-FREE WORKPLACE CERTIFICATION**

The below signed Bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

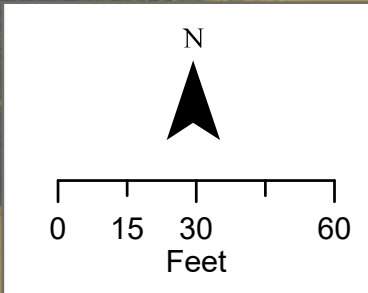
TELEPHONE NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME (TYPED OR PRINTED): \_\_\_\_\_

TITLE: \_\_\_\_\_





Existing  
Seawall

320'

Clement Taylor  
Park

15' EXTENSION



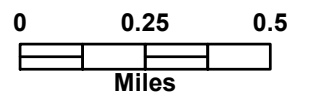


## White Sands Zone Map

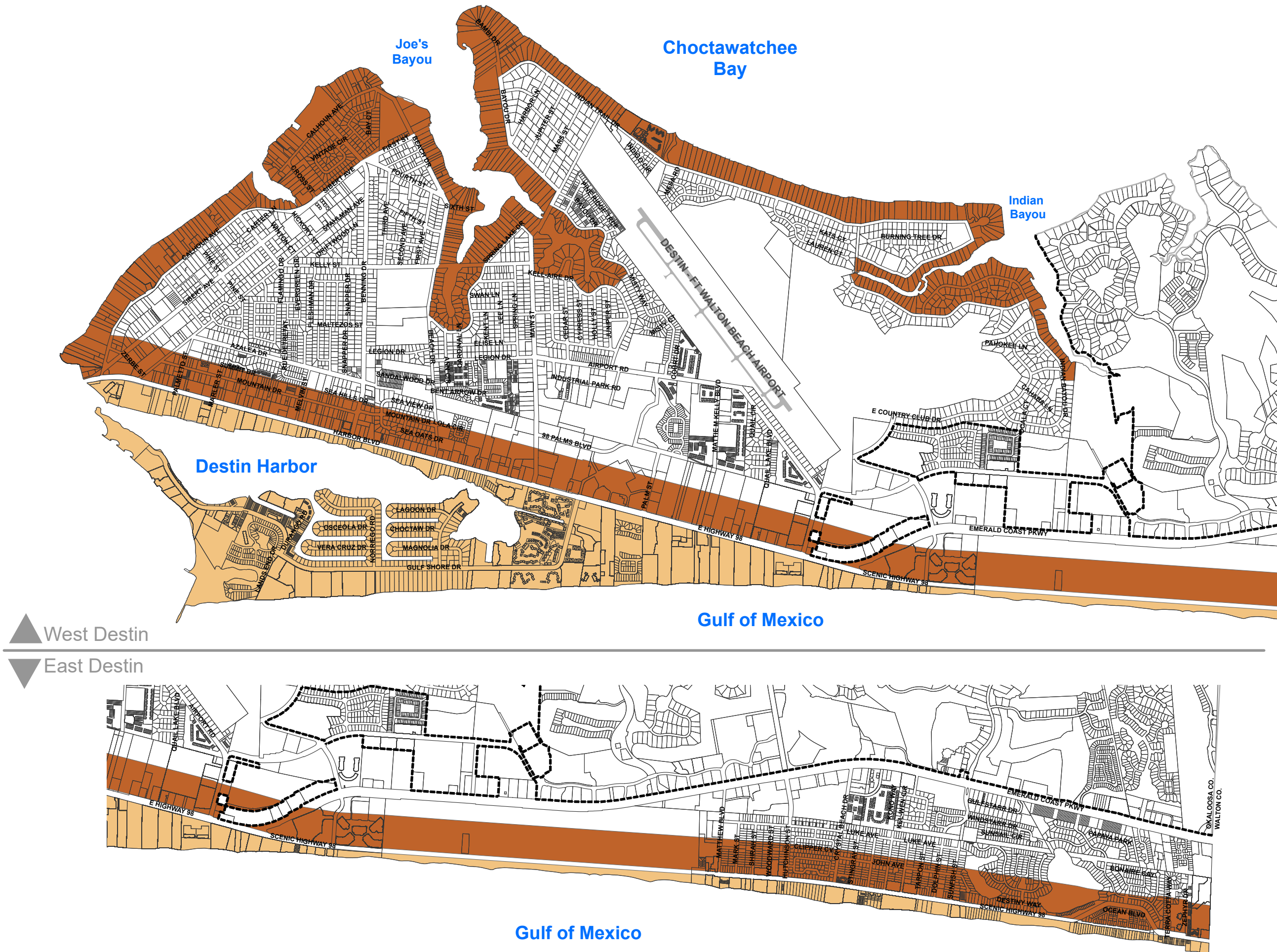
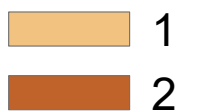


North

Scale: 1" = 2000'

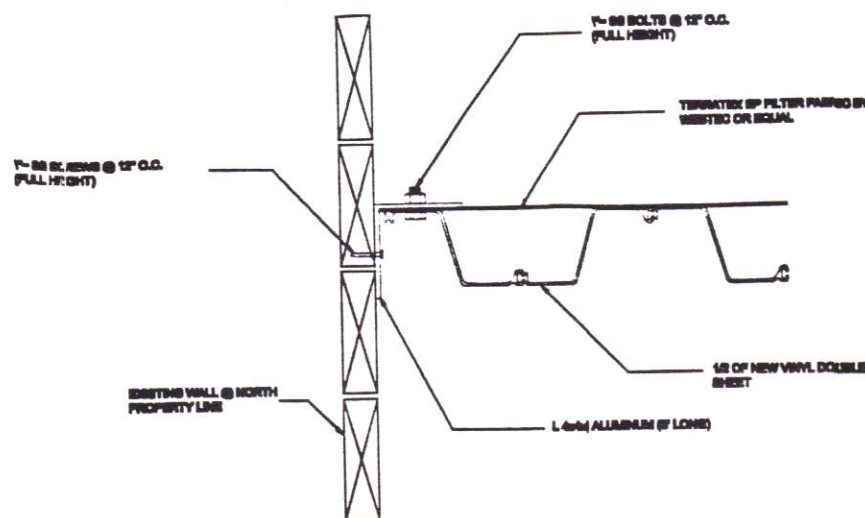
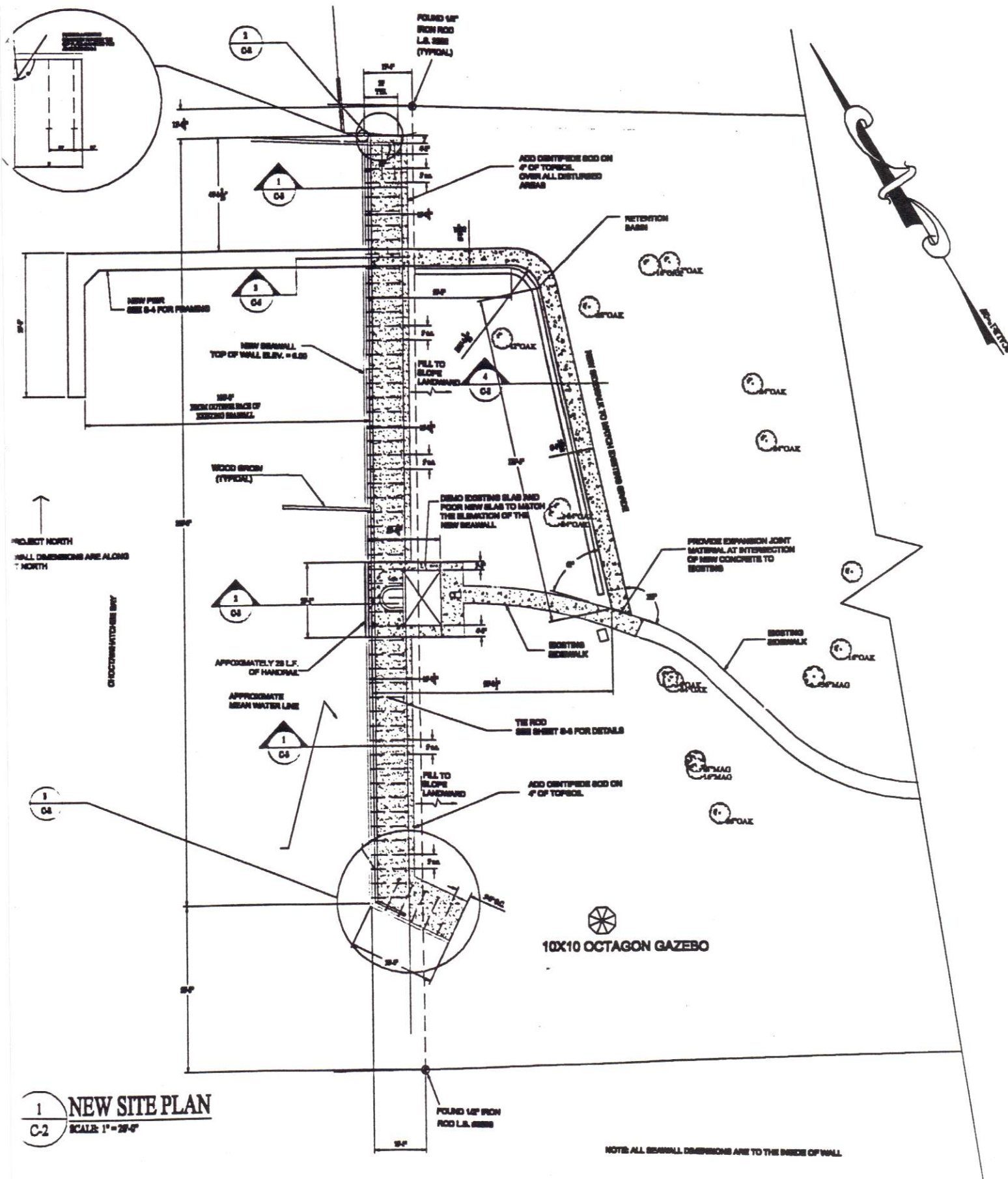


### ZONE

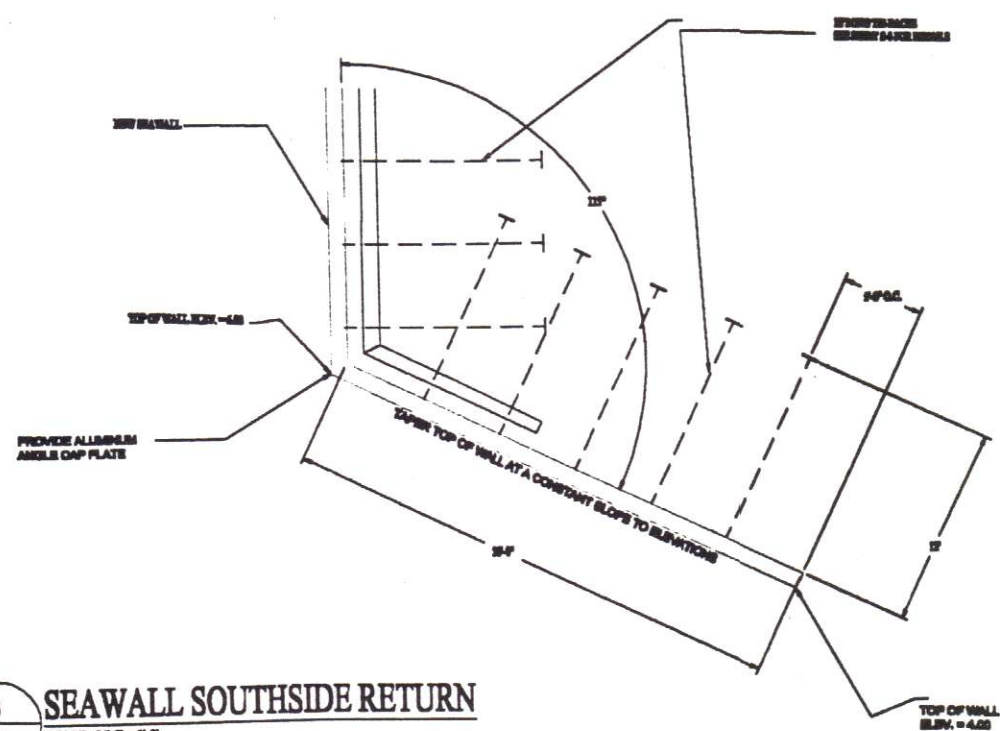


The City of Destin assumes no responsibility and/or liability for the information contained herein.





2 SEAWALL ATTACHMENT AT NORTHWALL  
SCALE: 1 1/2" = 1'-0"



3 SEAWALL SOUTHSIDE RETURN  
SCALE: 3/4" = 1'-0"

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. [REDACTED]
5. [REDACTED]

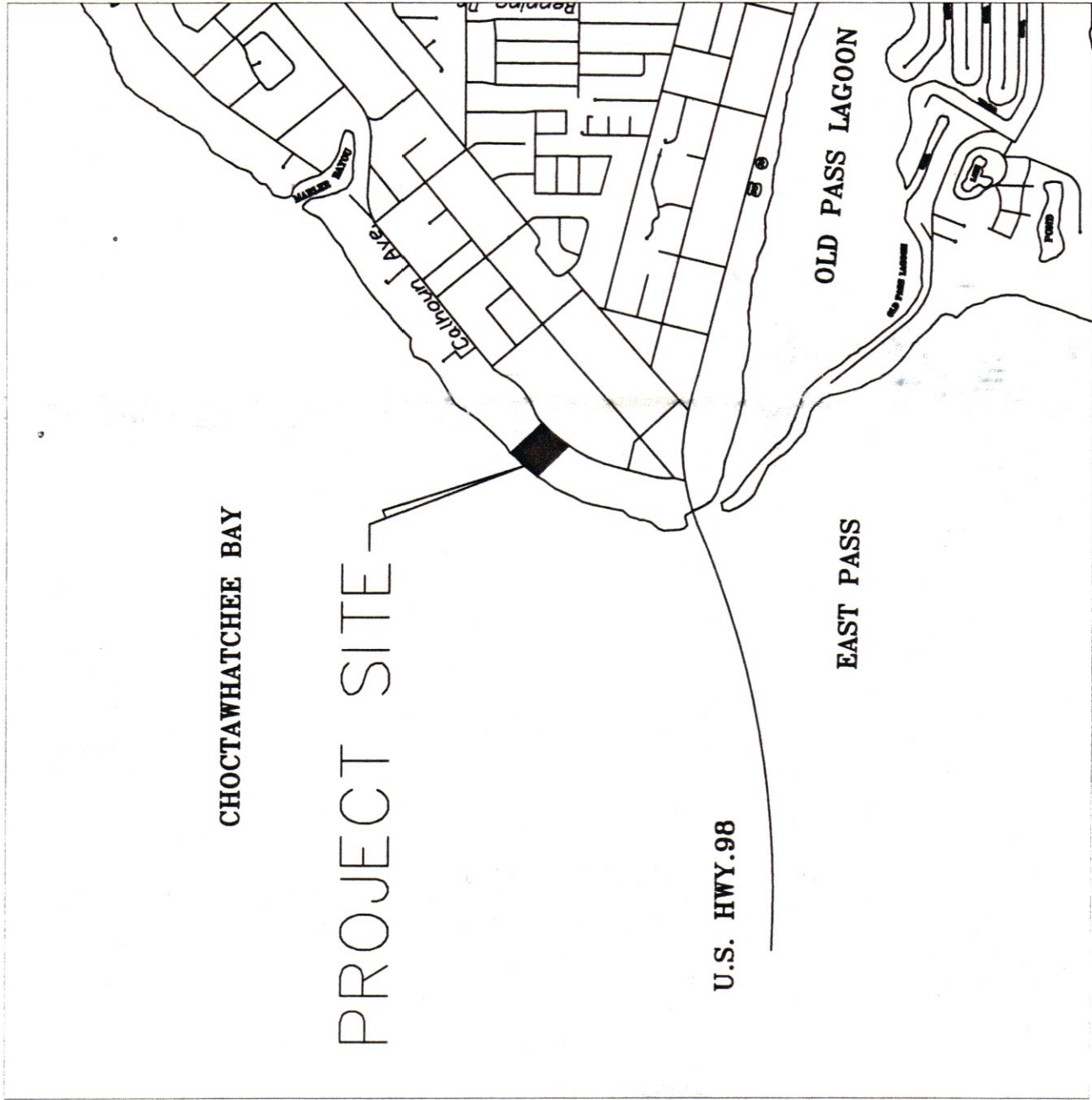
RECEIVED  
JUL 25 2002  
PLANNING & ZONING

| DATE | REVISIONS | BY          | DATE      | PROJECT NO.  |
|------|-----------|-------------|-----------|--------------|
|      |           | DESIGNED    | BY        | 97-077.30    |
|      |           | DRAWN       | BY        | SCALE        |
|      |           | CHECKED     | BY        | 1" = 20'     |
|      |           | QC APPROVAL | BY        |              |
|      |           | FILED       | 97-077.30 | SHEET 3 OF 7 |



CONSTRUCTION DRAWINGS  
for

CLEMENT TAYLOR PARK  
NEW SEA WALL &  
PEDESTRIAN PIER

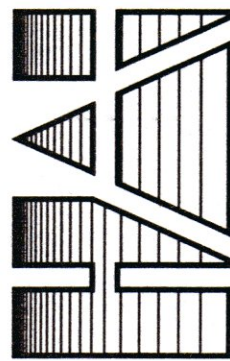


LOCATION MAP

PREPARED FOR:

CITY OF DESTIN  
4200 TWO TREES ROAD  
DESTIN, FL 32541  
TEL: (850) 837-4242

PREPARED BY:



HARTMAN & ASSOCIATES, INC.  
engineers, hydrogeologists, surveyors & management consultants  
12815 EMERALD COAST PARKWAY - SUITE 110 - DESTIN, FL 32541  
TELEPHONE (850) 837-9278 - FAX (850) 837-7269

|                    |                |
|--------------------|----------------|
| KENNETH B. BEAIRD  | MAYOR          |
| CRAIG BARKER       | COUNCIL MEMBER |
| DEWEY DESTIN JR.   | COUNCIL MEMBER |
| CYRON MARLER       | COUNCIL MEMBER |
| CHARLES MORGAN III | COUNCIL MEMBER |
| JERRY NAJARIAN     | COUNCIL MEMBER |
| TOM RICE           | COUNCIL MEMBER |
| LARRY WILLIGES     | COUNCIL MEMBER |
| LARRY RUBENSTEIN   | CITY MANAGER   |

COVER  
C-1 EXISTING/DEMOLITION/EROSION CONTROL PLAN  
C-2 NEW SITE PLAN  
C-3 SEA WALL CROSS SECTIONS  
C-4 PIER FRAMING PLAN VIEW  
C-5 PIER STRUCTURAL DETAILS  
C-6 HAND RAIL DETAILS

INDEX

PROJECT NUMBER: 97-677.30  
AUGUST 2001

Michael B. Bonar, P.E.

DATE

Hartman & Associates, Inc.  
12815 Emerald Coast Pkwy.  
Suite 110  
Destin, FL 32541  
Engineering Business #3814  
Michael B. Bonar, P.E.  
Florida Registration #55116  
12/20/01

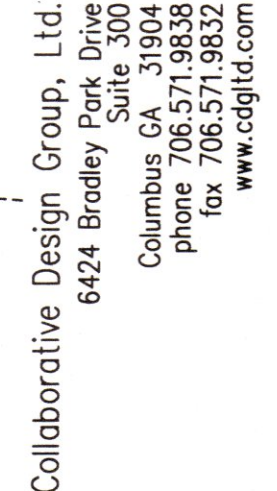
EA 1990.99-085.11 COVER

RECEIVED  
FEB 21 2002  
CITY OF DESTIN  
ENGINEERING

RECEIVED  
FEB 20 2002  
PLANNING & ZONING

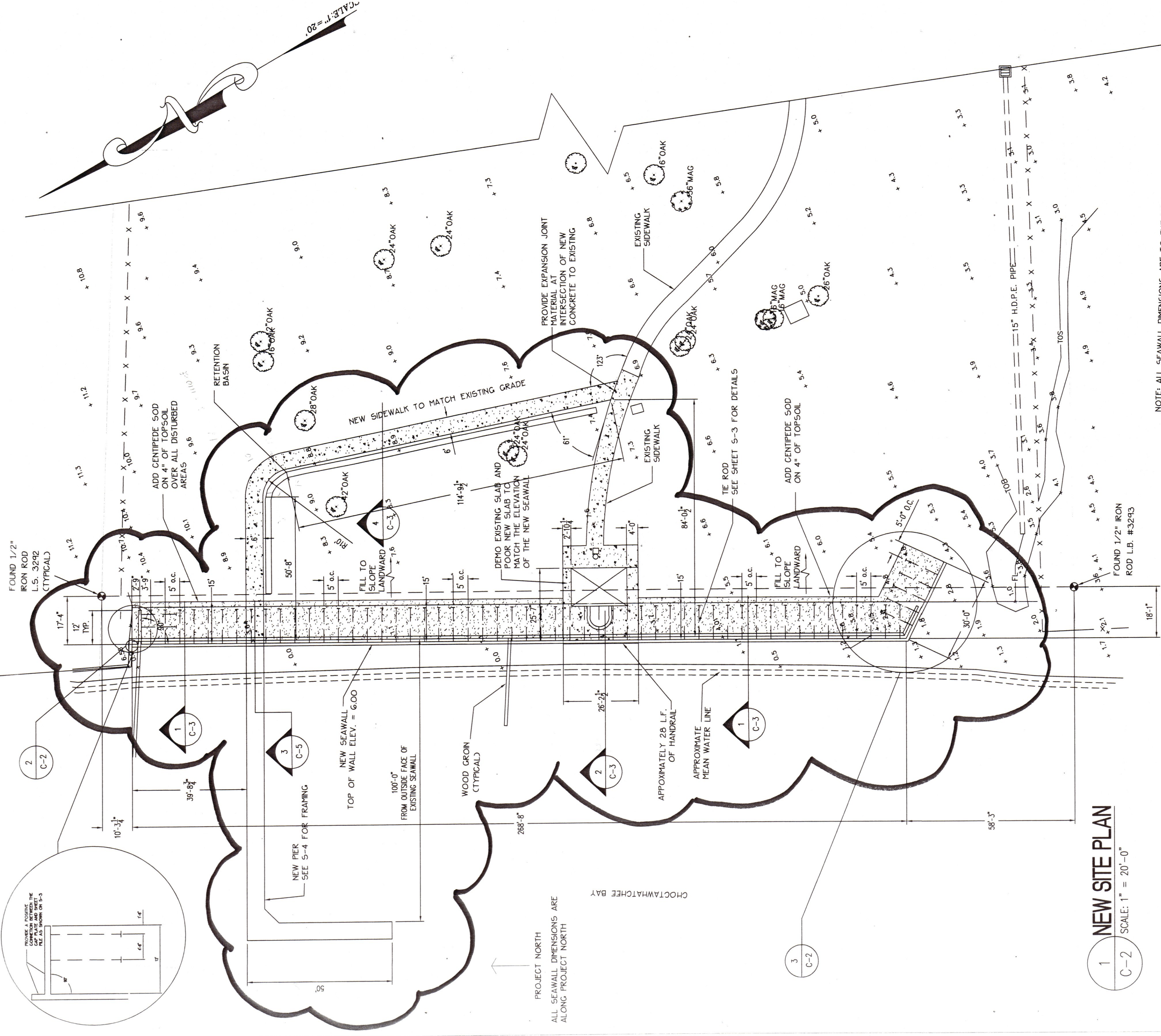


1. THIS PARCEL LIES IN FLOOD ZONE "X" (NO MINIMUM FLOOD ELEVATION REQUIRED). A 4' MINIMUM FLOOD ELEVATION IS REQUIRED AS DETERMINED BY SCALE FROM FEMA FLOOD INSURANCE RATE MAP, FIRM NUMBER 17530-0001 F. DATED FEBRUARY 5, 1997.
2. THERE MAY BE ADDITIONAL BOULES OF WAY, EASEMENTS, BUILDING SETBACKS, OR OTHER RESTRICTIONS OF RECORD THAT ARE NOT SHOWN.
3. THIS SURVEYOR HAS NOT BEEN FURNISHED A TITLE COMMITMENT. THEREFORE, NO CERTIFICATION IS GIVEN THAT ALL RESTRICTIONS OF RECORD ARE SHOWN. ALSO, NO CERTIFICATION IS GIVEN THAT THE SURVEYOR HAS BEEN ADVISED OF ANY SUCH RESTRICTIONS. THEREFORE, THE SURVEYOR DOES NOT GUARANTEE THAT THERE ARE NO NOT EXIST, VISIBLE ENCROACHMENTS ARE AS SHOWN CONCRETE DRIVE STRUCTURES, POWER POLES, A CHAIN LINK FENCING.
4. THE PURPOSE OF THIS SURVEY WAS TO PROVIDE TOPOGRAPHIC INFORMATION REGARDING DRAINAGE AND WAS LIMITED TO GROUND SHOTS AND DRAINAGE STRUCTURE LOCATIONS.
5. BOUNDARY SURVEY, LOCATION OF PARK IMPROVEMENTS, AND TREE LOCATION WAS PERFORMED BY OTHERS AND CERTIFIED TO CITY OF DESTIN, FLORIDA.
6. ELEVATIONS SHOWN HEREON ARE BASED ON TALL BENCHMARK 55655 RESET 1979 HAVING AN ELEVATION OF 28.498.

 DENOTES AREA TO BE DEMOLISHED

|                                                                                                                                                                                                                                                                                                                                     |                                                                          |                                                                        |  |  |  |  |  |  |  |              |  |                       |           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|------------------------------------------------------------------------|--|--|--|--|--|--|--|--------------|--|-----------------------|-----------|
| <div><p><b>HARTMAN &amp; ASSOCIATES, INC.</b><br/>engineers, hydrogeologists, surveys &amp; management consultants<br/>12815 EMERALD COAST PARKWAY-SUITE 110, DESTIN FLORIDA 32541<br/>TELEPHONE (850) 837-9278 - FAX (850) 837-7269</p></div> | <div><p><b>CITY OF DESTIN</b></p><p><b>CLEMENT TAYLOR PARK</b></p></div> | <div><p><b>EXISTING /DEMOLITION/EROSION<br/>CONTROL PLAN</b></p></div> |  |  |  |  |  |  |  |              |  | PROJECT NO. 97-677.30 |           |
|                                                                                                                                                                                                                                                                                                                                     |                                                                          |                                                                        |  |  |  |  |  |  |  |              |  | SCALE 1" = 20'        |           |
|                                                                                                                                                                                                                                                                                                                                     |                                                                          |                                                                        |  |  |  |  |  |  |  |              |  | DATE                  | BY        |
|                                                                                                                                                                                                                                                                                                                                     |                                                                          |                                                                        |  |  |  |  |  |  |  |              |  | DESIGNED              | BCN       |
|                                                                                                                                                                                                                                                                                                                                     |                                                                          |                                                                        |  |  |  |  |  |  |  |              |  | DRAWN                 | MEF       |
|                                                                                                                                                                                                                                                                                                                                     |                                                                          |                                                                        |  |  |  |  |  |  |  |              |  | CHECKED               | BCN       |
|                                                                                                                                                                                                                                                                                                                                     |                                                                          |                                                                        |  |  |  |  |  |  |  |              |  | QC APPROVAL           |           |
|                                                                                                                                                                                                                                                                                                                                     |                                                                          |                                                                        |  |  |  |  |  |  |  |              |  | FILE:                 | 97-677.30 |
|                                                                                                                                                                                                                                                                                                                                     |                                                                          |                                                                        |  |  |  |  |  |  |  |              |  | DATE                  | CHECKED   |
|                                                                                                                                                                                                                                                                                                                                     |                                                                          |                                                                        |  |  |  |  |  |  |  |              |  | REVISIONS             |           |
|                                                                                                                                                                                                                                                                                                                                     |                                                                          |                                                                        |  |  |  |  |  |  |  | DATE         |  |                       |           |
|                                                                                                                                                                                                                                                                                                                                     |                                                                          |                                                                        |  |  |  |  |  |  |  | SHEET 2 OF 7 |  |                       |           |





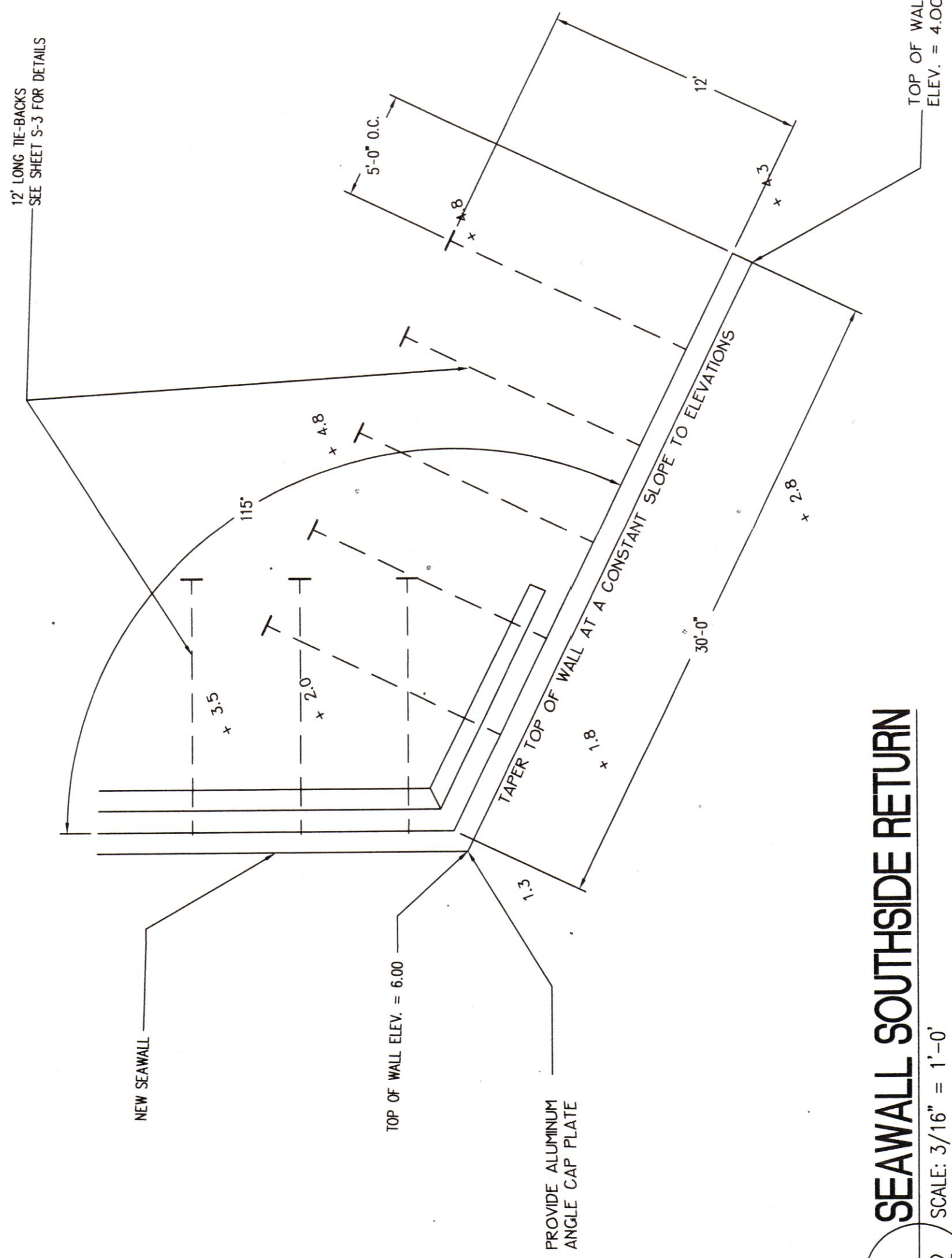
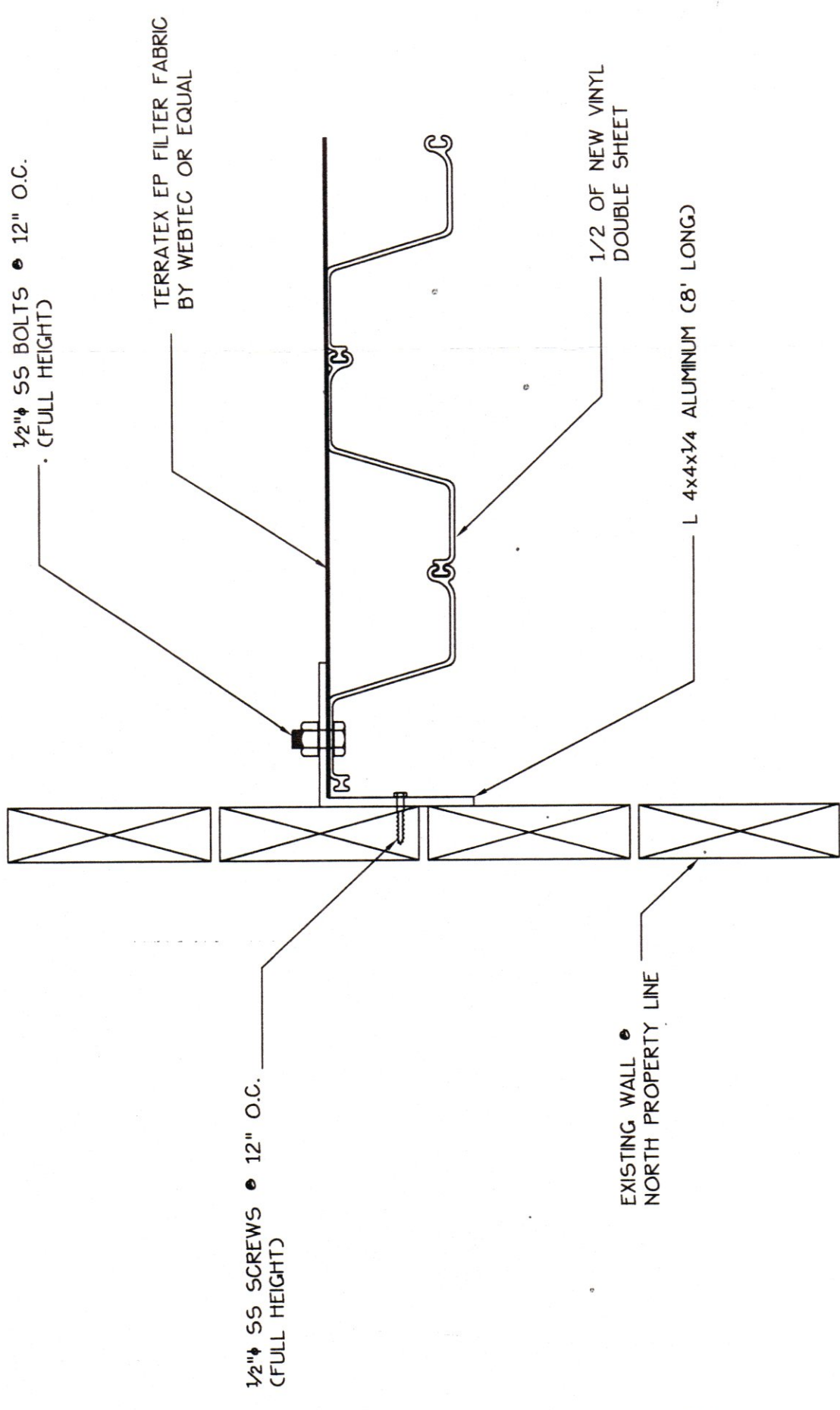
NOTE: ALL SEAWALL DIMENSIONS ARE TO THE INSIDE OF WALL

1 NEW SITE PLAN  
C-2 SCALE: 1" = 20'-0"

2 SEAWALL ATTACHMENT AT NORTHWALL  
C-2 SCALE: 1 1/2" = 1'-0"

3 SEAWALL SOUTHSIDE RETURN  
C-2 SCALE: 3/16" = 1'-0"

1. ALL DETAILING, FABRICATION AND PLACEMENT OF REINFORCING STEEL, FORMWORK, PILING, HANDLING, PLACING, FINISHING AND CURING OF CONCRETE SHALL BE IN ACCORDANCE WITH THE MANUAL OF PRACTICE FOR CONCRETE CONSTRUCTION, 9TH EDITION, AND ALL BUILDING CODE REQUIREMENTS FOR STRUCTURES (ACI-318) AND ALL BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE (ACI-318).
2. CONCRETE SHALL CONFORM TO ASTM C94. MINIMUM STRENGTH AT 28 DAYS SHALL BE 3000 PSI FOR ALL CONCRETE. UNLESS NOTED OTHERWISE, ALL CONCRETE SHALL BE PLACED IN 12" MAXIMUM SLIP 4" NOTES. MAXIMUM SIZE OF COARSE AGGREGATE SHALL BE 3/4 INCH. AND ALL AGGREGATES SHALL CONFORM TO ASTM C33.
3. ALL EXTERIOR CONCRETE SHALL BE AIR ENTRAINED. AIR CONTENT TO BE 12% TO 14% AND PRESENT BY VOLUME. ALL CONCRETE TO RECEIVE LIGHT BRUSH FINISH.
4. WELDED WIRE FABRIC (WDF) TO MEET ASTM A185. MINIMUM WDF LAP AT SPICES TO BE 8 INCHES.
5. UNLESS OTHERWISE SHOWN ALL SLABS ON GRADE SHALL BE 4" CONCRETE WITH 6" X 6" WDF. ALL WDF SHALL BE PLACED AT 12" MAXIMUM SLIP 4" NOTES. MAXIMUM SIZE OF COARSE AGGREGATE SHALL BE 3/4 INCH. AND ALL AGGREGATES SHALL CONFORM TO ASTM C33.
6. APART. INSTALL SAWCUT CONTROL JOINTS AS SOON AS THE SLAB IS CAPABLE OF BEING SHUTTLED. CONTROL JOINTS SHALL BE NO CASE LATER THAN 6 HOURS AFTER FINAL FINISHING HAS BEGUN.
7. SIDEWALK TO FOLLOW EXISTING GRADE TO PER. PROVIDE TRANSITION TO PER AS SHOWN ON DETAIL.



HARTMAN & ASSOCIATES, INC.  
engineers, hydrogeologists, surveyors & management consultants  
12815 EMERALD COAST PARKWAY-SUITE 110, DESTIN, FLORIDA 32541  
TELEPHONE (850) 837-9278 - FAX (850) 837-7269

CITY OF DESTIN  
CLEMENT TAYLOR PARK

NEW SITE PLAN

|             |           |
|-------------|-----------|
| PROJECT NO. | 97-677.30 |
| DATE        |           |
| BY          | BCN       |
| DESIGNED    |           |
| DRAWN       | MF        |
| CHECKED     |           |
| OC APPROVAL |           |
| FILE:       | 97-677.30 |

SHEET 3 of 7



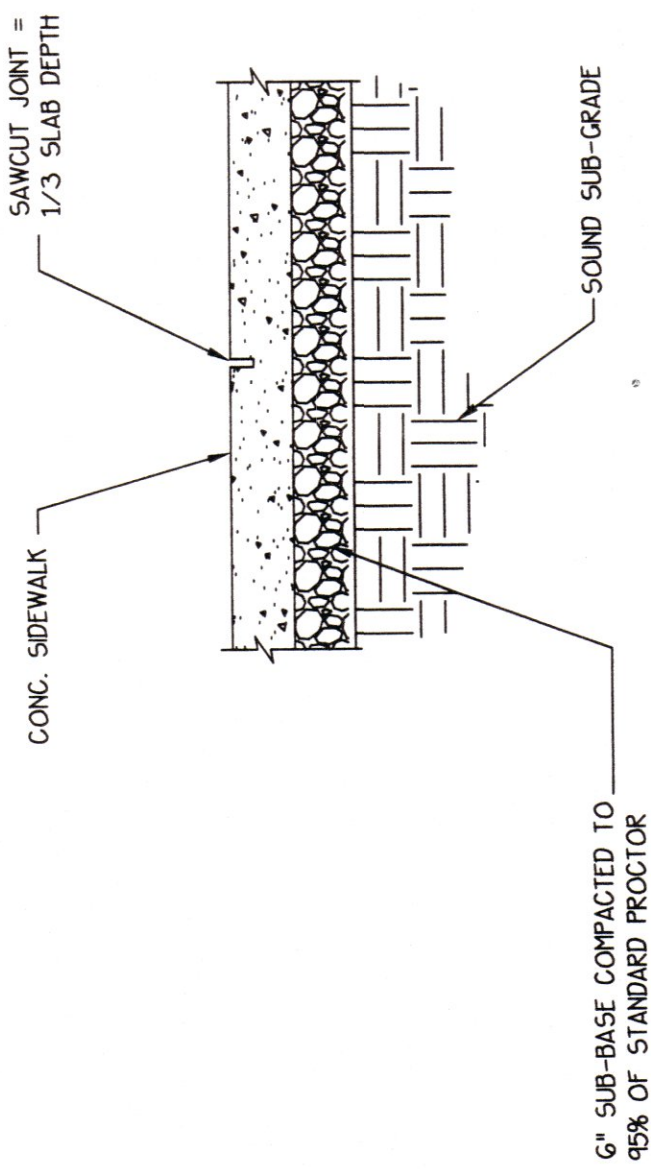
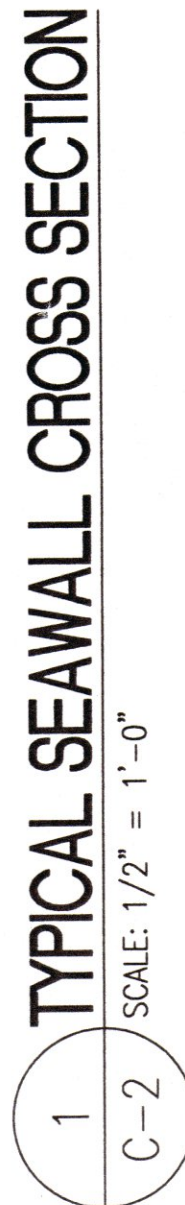
SHEET PILE SHALL BE SHOREQUARD 300,  
MANUFACTURED BY MATERIALS INTERNATIONAL INC. OR  
APPROVED EQUAL.

THE TERM "EQUAL" SHALL BE DEFINED AS MEETING OR  
EXCEEDING ALL THE PROPERTIES DEFINING LONG-TERM  
SHEET PILE PERFORMANCE LISTED BELOW.

THE SHEET PILING SHALL BE MANUFACTURED ENTIRELY  
FROM RIGID, IMPACT MODIFIED, UV-INHIBITED,  
WEATHERABLE VINYL THAT MEETS OR EXCEEDS THE  
CHARACTERISTICS LISTED BELOW. THE SHEETPILE IS TO  
BE SANDSTONE IN COLOR.

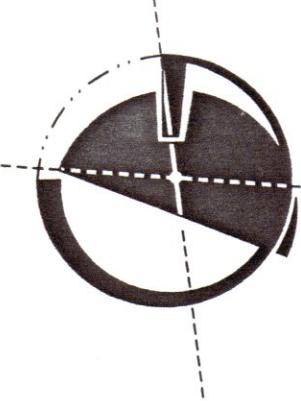
THE SHEET PILING SHALL BE MANUFACTURED WITH A  
MOLECULARLY BONDED, RIGID, IMPACT-MODIFIED,  
UV-INHIBITED, WEATHERABLE VINYL CAS/COOK THAT  
MEETS OR EXCEEDS THE CHARACTERISTICS LISTED  
BELOW.

ANY DEVIATION FROM THESE SPECIFICATIONS MUST BE  
APPROVED IN WRITING.



## SIDEWALK DETAIL

SCALE:  $1'' = 1'-0''$



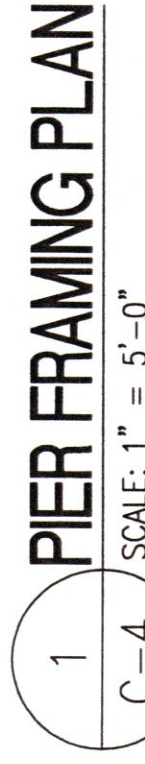
Collaborative Design Group, Ltd.  
6424 Bradley Park Drive  
Suite 300  
Columbus GA 31904  
phone 706.571.9838  
fax 706.571.9832  
[www.cdgdtd.com](http://www.cdgdtd.com)

|                                                                                       |             |                                                                                                                                                                                                                       |              |
|---------------------------------------------------------------------------------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
|  |             | <b>HARTMAN &amp; ASSOCIATES, INC.</b><br>engineers, hydrogeologists, surveyors & management consultants<br>12815 EUGENEO COAST PARKWAY SUITE 110, DESTIN FLORIDA 32541<br>TELEPHONE (850) 837-8278 FAX (850) 837-7269 |              |
| CITY OF DESTIN                                                                        |             | SEAWALL CROSS SECTIONS                                                                                                                                                                                                |              |
| CLEMMENT TAYLOR PARK                                                                  |             |                                                                                                                                                                                                                       |              |
| PROJECT NO.                                                                           | BY          | DATE                                                                                                                                                                                                                  |              |
| 97-677.30                                                                             | MBB         | 12/01                                                                                                                                                                                                                 |              |
| SCALE                                                                                 | DRAWN       | TAW                                                                                                                                                                                                                   | 12/01        |
| VARIABLES                                                                             | CHECKED     | MBB                                                                                                                                                                                                                   | 12/01        |
| C-3                                                                                   | QC APPROVAL | MBB                                                                                                                                                                                                                   | 12/01        |
| SHEET 4 OF 7                                                                          | FILE:       | REVISIONS                                                                                                                                                                                                             |              |
|                                                                                       | DATE        | REVISED                                                                                                                                                                                                               | CHECKED DATE |



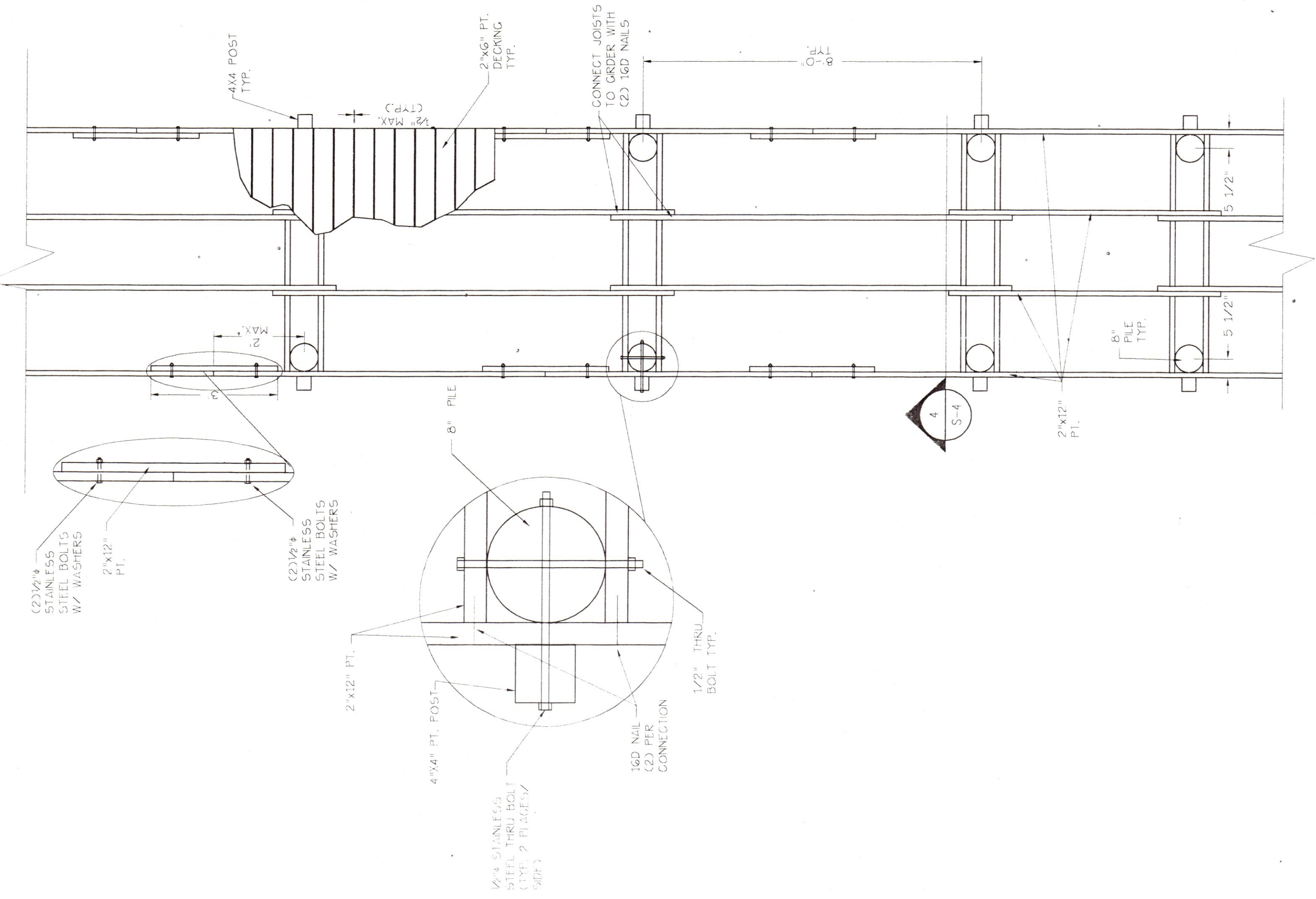


2  
C-4

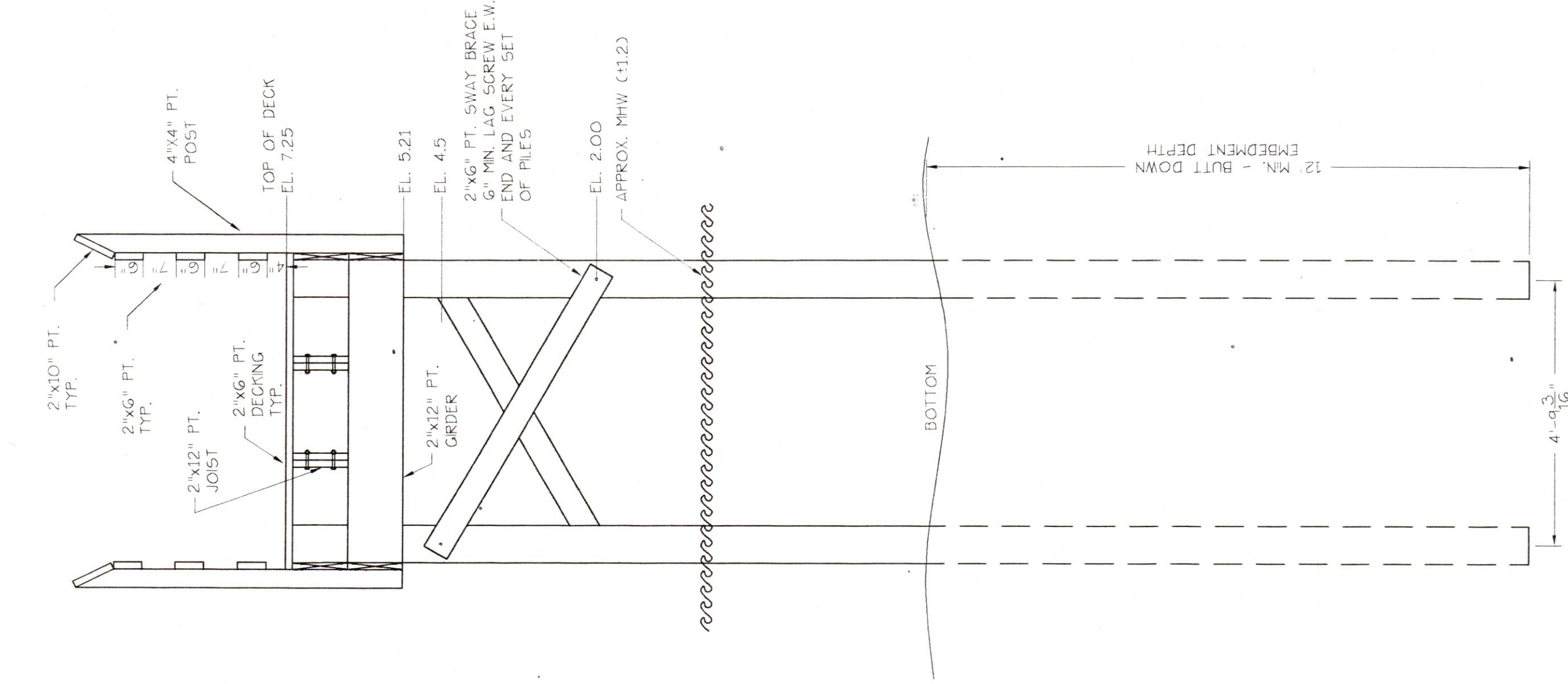


1. FOUNDATION PILES FOR THE PIER SHALL BE TAPFED, 28" CIRCUMFERENCE MEASURED 3 FT. FROM BUTT, AND SHALL CONFORM TO ASTM D25. EACH PILE SHALL HAVE DUAL TREATMENT IN ACCORDANCE WITH ANPFA STANDARD C18 WITH 2.5 LBS./ CU. FT. WATER BORNE SALT RETENTION.
2. ALL OTHER WOOD TO BE TREATED TIMBER. TREATMENT TO BE IN ACCORDANCE WITH ANPFA STANDARD C14 WITH 0.6 LBS./ CU FT. WATER BORNE SALT RETENTION.
3. ALL NUTS, BOLTS, AND WASHERS TO BE STAINLESS STEEL.
4. ALL NAILS AND SPLICE PLATES TO BE STAINLESS STEEL.
5. ALL CONSTRUCTION TO COMPLY WITH SOUTHERN BUILDING CODES.
6. ALL CONSTRUCTION TO COMPLY WITH THE AMERICAN WOOD COUNCIL "NATURAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION".

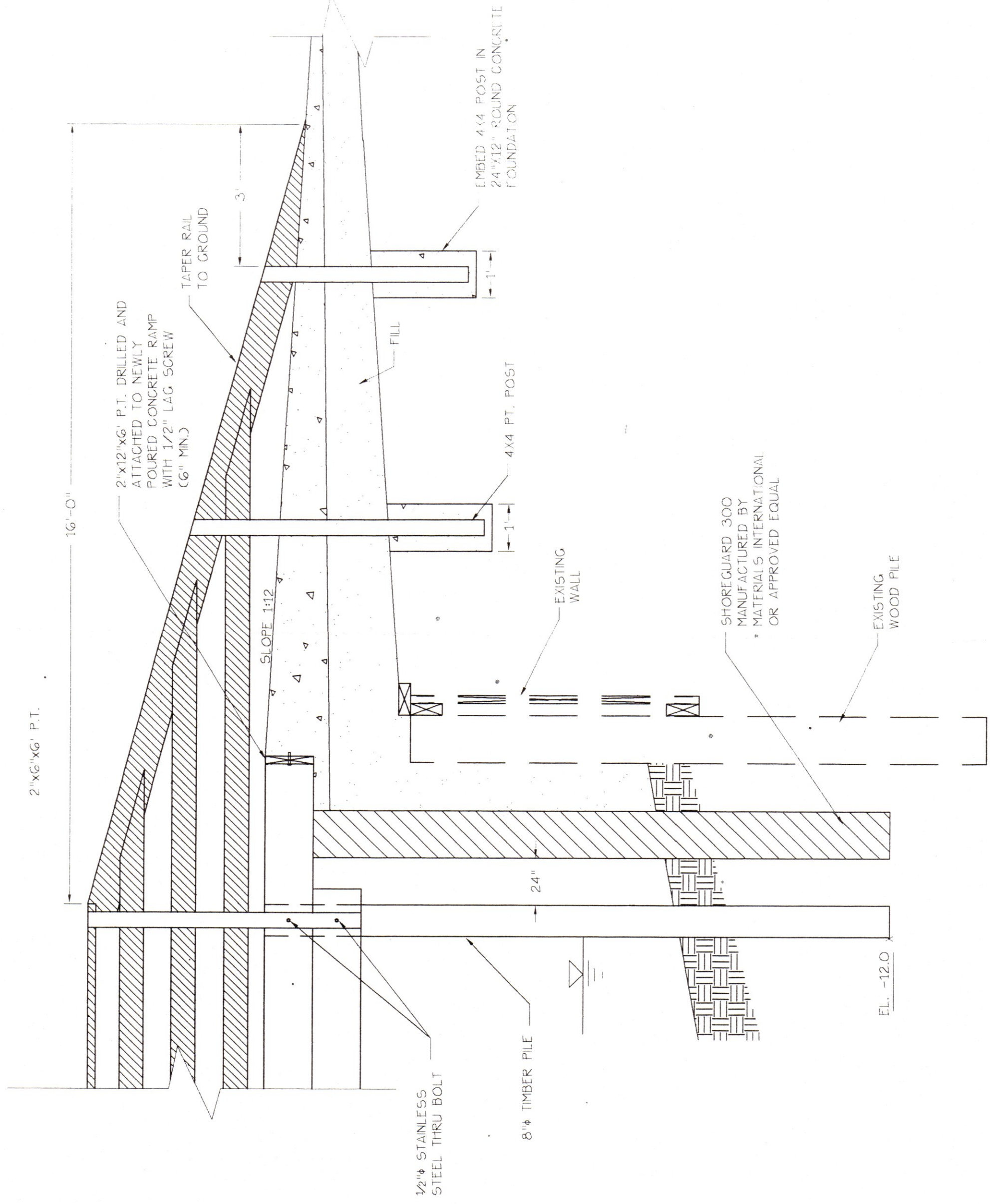




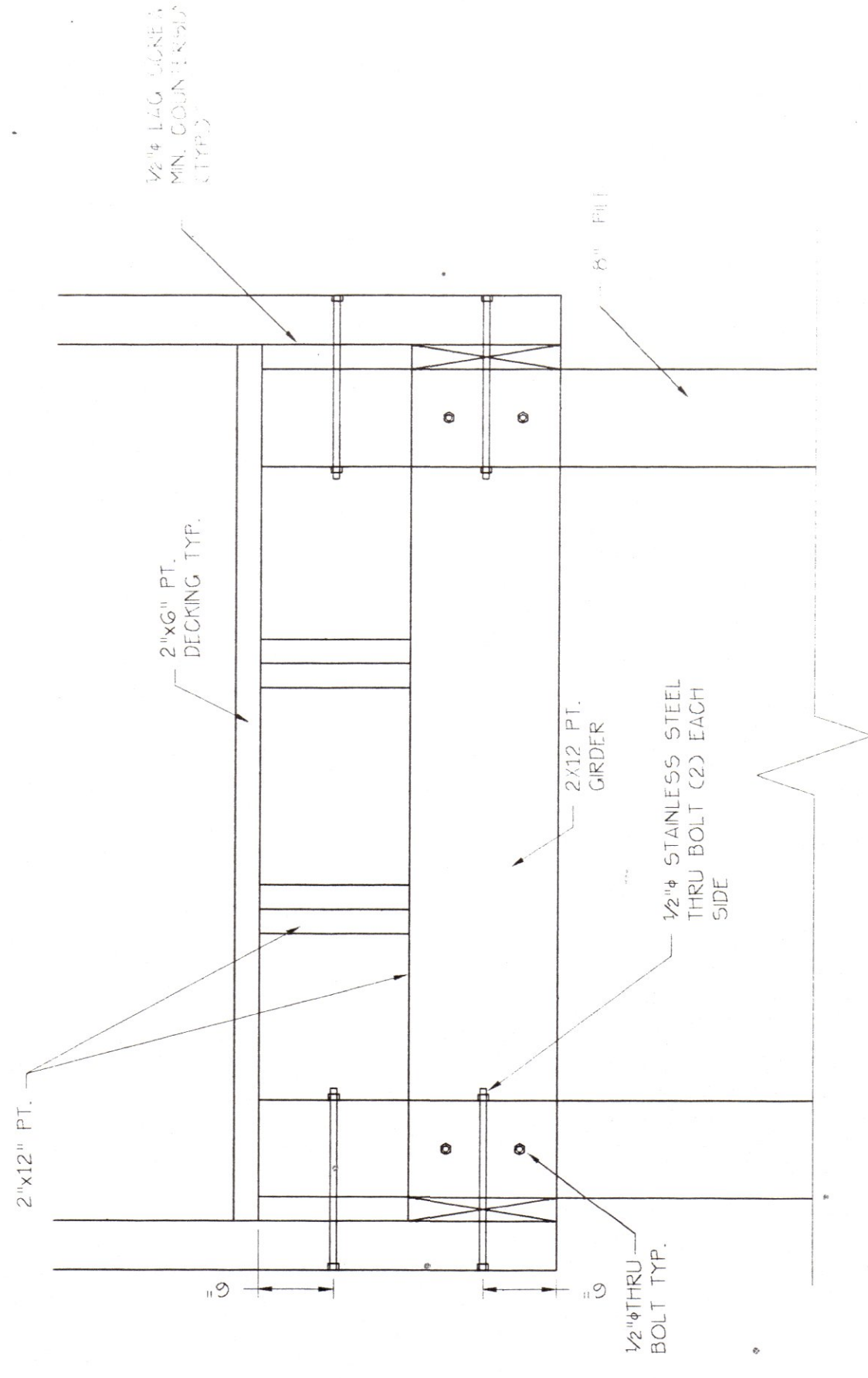
1 PIER FRAMING PLAN  
S-5 SCALE: 1/2" = 1'-0"



2 PIER SECTION  
S-5 SCALE: 1/2" = 1'-0"



3 PIER CONNECTION SECTION  
S-5 SCALE: 1/2" = 1'-0"



4 TYPICAL PIER DECK FRAMING SECTION  
S-5 SCALE: 1/2" = 1'-0"

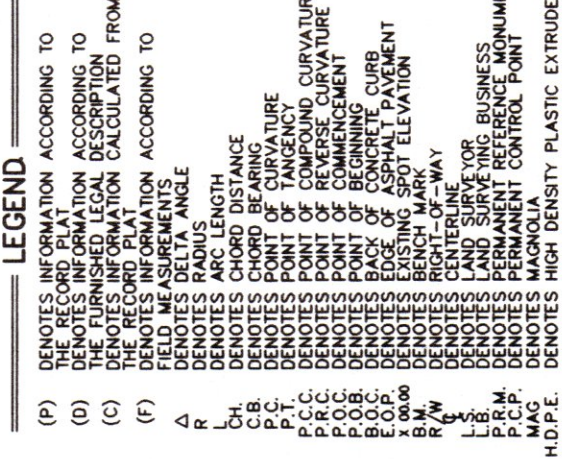
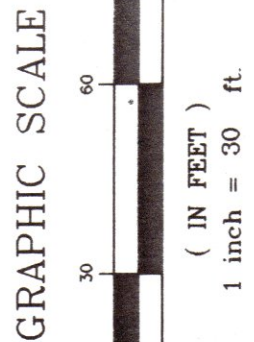
GENERAL NOTES:

1. FOUNDATION PILES FOR THE PIER SHALL BE TAPERED, 25" CIRCUMFERENCE MEASURED 3 FT. FROM BUTT, AND SHALL BE 12" DIA. AT THE TOP. PILES SHALL HAVE DURABLE TREATMENT IN ACCORDANCE WITH AWPA STANDARD C15 WITH 2.5 LBS./CU. FT. WATER BORNE SALT RETENTION.
2. ALL OTHER WOOD TO BE TREATED TIMBER, TREATMENT TO BE IN ACCORDANCE WITH AWPA STANDARD C14 WITH 0.6 LBS./CU. FT. WATER BORNE SALT RETENTION.
3. ALL NUTS, BOLTS, AND WASHERS TO BE STAINLESS STEEL OR GALVANIZED.
4. ALL NAILS AND BRICE PLATES TO BE STAINLESS STEEL OR GALVANIZED.
5. ALL CONSTRUCTION TO COMPLY WITH SOUTHERN BUILDING CODES AND ADA.
6. ALL CONSTRUCTION TO COMPLY WITH THE AMERICAN WOOD COUNCIL "NATURAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION".







[illegible]

*Douglas A. Vanden Heuvel*  
DOUGLAS A. VANDEN HEUVEL, P.L.S. FLORIDA REGISTRATION NO. 10000  
CERTIFICATE OF AUTHORIZATION NO. 1.B. 3293

SHEET NO  
1  
OF  
1

BOUNDARY AND TREE LOCATION  
CLEMENT E. TAYLOR PARK  
LOT 14 MORENO POINT MILITARY RESERVATION  
DESTIN, FLORIDA

SURVEY FOR: CITY OF DESTIN  
REQUESTED BY: HARTMAN & ASSOCIATES, INC.

| ADD IMPROVEMENTS | C.E.L.   | 09/09/99 | C.E.L. |
|------------------|----------|----------|--------|
| DRAWN BY:        | C.E.L.   |          |        |
| CHECKED BY:      | D.A.V.   |          |        |
| DATE:            | 8/04/99  |          |        |
| SCALE:           | 1:50     |          |        |
| PROJECT NO:      | D027014  |          |        |
| CAD NO:          | D027014B |          |        |
| STATUS:          | N/A      |          |        |
| FIELD BOOK:      | 202/61   |          |        |
| PLOT DATE:       | 09/26/99 |          |        |
| REVISIONS        | DATE     |          |        |

**PROFESSIONAL  
LAND SURVEYING  
& MAPPING**

**LB# 3293**

10065 WEST EMERALD  
COAST PARKWAY  
SUITE C-1  
DESTIN, FLORIDA 32541  
PHONE : (850) 654-4221  
FAX: (850) 654-4254

**A N Allen Nobles & Associates, Inc.**  
TALLAHASSEE • CHIPLEY • DESTIN • PENSACOLA



CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 6, 2020

**TYPE OF AGENDA ITEM:** Consent Agenda

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**TO:** City Council

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

**FROM:** Michael Burgess, Public Services Director

**DATE:** 12/26/2019

**SUBJECT:** Authorization for Payment - John Deere Equipment Lease Option

---

**I. BACKGROUND:** The City has been leasing two pieces of construction equipment since 2017. As these leases approach maturity, the City has the option to purchase this equipment from John Deere Financial.

**II. DISCUSSION:** The Department of Public Services uses the Compact Track Loader regularly for earthwork/grading, ditch/swale maintenance, and solid waste management. The Compact Track Loader is also currently used as a forklift for both materials and equipment and can be used for debris removal post-disaster.

The Parks & Recreation Department uses the Utility Tractor for athletic field and grounds maintenance to include activities like roto-tilling, turf aeration, grading and the hauling of sand & clay.

**A. Link to Strategic Goals / Objectives:** Quality of Life, Organizational Excellence

**B. Effect on Budget (EOB):** The Purchase option for the John Deere Compact Track Loader (Skid Steer) is \$31,240.12.

The Purchase option for the John Deere Utility Tractor is \$23,696.60.

Both Purchase Options were budgeted and approved as part of the FY20 budget.

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

**III. CONCLUSION:** As this equipment is necessary to accomplish key functions

within the Departments of Public Services and Parks & Recreation, staff recommends that Council authorize the City Manager to exercise the Purchase Options for both pieces of equipment.

**IV. RECOMMENDED MOTION:** I move that the City Manager be authorized to exercise the purchase options for both pieces of equipment from John Deere Financial in the amount of \$54,936.72.

Attachments:

1. Lease Options John Deere 2020
2. JD 317G Skidsteer
3. PR Utility Tractor





**JOHN DEERE**  
**FINANCIAL**

John Deere Financial  
6400 NW 86th Street, P.O. Box 6600  
Johnston, IA 50131-6600 USA

10/30/2019

To: CITY OF DESTIN  
4200 INDIAN BAYOU TRL  
DESTIN, FL 32541-4305

RE: Lease Account # 030-0065508-000  
Lease Maturity Date: 2/7/2020  
Equipment: JD CTLD 1T0317GJPGJ304111

Dear CITY OF DESTIN:

Your current equipment lease will be maturing on: 2/7/2020  
John Deere Financial would like to know your intentions before the maturity date.

***If you're returning your equipment...***

Please make the proper arrangements with your John Deere dealer to ensure that the return is handled smoothly. Most importantly, we want to make sure that your John Deere dealer has enough time to work with you to make any repairs required and discuss replacing your current equipment.

***If you would like to renew your lease or purchase the equipment...***

Please contact John Deere Financial Asset Management at 800-488-8732 to learn about options available to you upon credit approval.

Please notify John Deere Financial or your John Deere dealer of your decision before the maturity date **so that rental charges for a late return do not accrue**. If you have already notified John Deere Financial of your decision, please disregard this letter. Thank you for your timely attention to the completion of your lease contract. We appreciate your business.

Sincerely,

Your John Deere Financial Asset Management Team  
Phone: 800-488-8732  
Email: [jdfassetmgmt@johndeere.com](mailto:jdfassetmgmt@johndeere.com)



**JOHN DEERE**  
**FINANCIAL**

030-0065508-000  
Compact Track Loader

## Delivery and Acknowledgment

|                |                                                                             |
|----------------|-----------------------------------------------------------------------------|
| <b>LESSEE:</b> | CITY OF DESTIN<br>4200 INDIAN BAYOU TRL, DESTIN, FL 32541-4305              |
| <b>LESSOR:</b> | DEERE CREDIT, INC.<br>6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600 |

Capitalized terms shall have the meanings set forth in the Lease Agreement.

You hereby represent and warrant that: (a) all of the Equipment more fully described in the Lease Agreement was selected by you; (b) all of the Equipment and the Operator's Manuals have been delivered to, and received by, you; (c) you received the manufacturer's written warranty applicable to the Equipment and you understand that your rights are subject to the limitations outlined therein; (d) the safe operation and the proper servicing of the Equipment has been explained to you; (e) all of the Equipment has been inspected by you and is in good working order and repair (operating or otherwise); (f) the Equipment shall be used only for the purpose indicated in the Lease Agreement; (g) all of the Equipment is unconditionally and irrevocably accepted by you for all purposes under the Lease Agreement; and (h) all information you provide to us is true and correct.

**Purchase Option.** You may purchase the Equipment on the Lease Term End Date for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (a) you are not in default; and (b) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date. Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such Item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. The Purchase Option for the Equipment listed in the Lease Agreement is \$31,240.12 per Equipment Listed.

| The first Lease Payment Due Date is February 7, 2017 and each successive Lease Payment is due on the same day of the Month thereafter, (the "Billing Period"), unless otherwise provided below |                                   |               |              |               |                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|---------------|--------------|---------------|-------------------|
| NUMBER OF PAYMENTS                                                                                                                                                                             | AGGREGATE OF ASSET LEVEL PAYMENTS | SALES/USE TAX | PROPERTY TAX | LEASE PAYMENT | DUE DATE          |
| 36                                                                                                                                                                                             | \$712.64                          | \$0.00        | \$41.50      | \$754.14      | February 07, 2017 |

Signed by Lessee's duly authorized representative on the date shown below.

2/28/17 By Carrie Jensen City Manager  
(Date Signed) Authorized Signature/Name Title

Budget FY20  
to purchase  
\$31,240.12





**JOHN DEERE**  
**FINANCIAL**

John Deere Financial  
6400 NW 86th Street, P.O. Box 6600  
Johnston, IA 50131-6600 USA

10/30/2019

To: CITY OF DESTIN  
4200 INDIAN BAYOU TRL  
DESTIN, FL 32541-4305

RE: Lease Account # 001-0085593-000  
Lease Maturity Date: 2/6/2020  
Equipment: JD UTTR 1PY5055EJGG400870

Dear CITY OF DESTIN:

Your current equipment lease will be maturing on: **2/6/2020**  
John Deere Financial would like to know your intentions before the maturity date.

***If you're returning your equipment...***

Please make the proper arrangements with your John Deere dealer to ensure that the return is handled smoothly. Most importantly, we want to make sure that your John Deere dealer has enough time to work with you to make any repairs required and discuss replacing your current equipment.

***If you would like to renew your lease or purchase the equipment...***

Please contact John Deere Financial Asset Management at 800-488-8732 to learn about options available to you upon credit approval.

Please notify John Deere Financial or your John Deere dealer of your decision before the maturity date **so that rental charges for a late return do not accrue**. If you have already notified John Deere Financial of your decision, please disregard this letter. Thank you for your timely attention to the completion of your lease contract. We appreciate your business.

Sincerely,

Your John Deere Financial Asset Management Team  
Phone: 800-488-8732  
Email: [jdfassetmgmt@johndeere.com](mailto:jdfassetmgmt@johndeere.com)





# JOHN DEERE FINANCIAL

001-0085593-000  
John Deere Tractor  
Delivery and Acknowledgment

|         |                                                                             |
|---------|-----------------------------------------------------------------------------|
| LESSEE: | CITY OF DESTIN<br>4200 INDIAN BAYOU TRL, DESTIN, FL 32541-4305              |
| LESSOR: | DEERE CREDIT, INC.<br>6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600 |

Capitalized terms shall have the meanings set forth in the Lease Agreement.

You hereby represent and warrant that: (a) all of the Equipment more fully described in the Lease Agreement was selected by you; (b) all of the Equipment and the Operator's Manuals have been delivered to, and received by, you; (c) you received the manufacturer's written warranty applicable to the Equipment and you understand that your rights are subject to the limitations outlined therein; (d) the safe operation and the proper servicing of the Equipment has been explained to you; (e) all of the Equipment has been inspected by you and is in good working order and repair (operating or otherwise); (f) the Equipment shall be used only for the purpose indicated in the Lease Agreement; (g) all of the Equipment is unconditionally and irrevocably accepted by you for all purposes under the Lease Agreement; and (h) all information you provide to us is true and correct.

**Purchase Option.** You may purchase the Equipment on the Lease Term End Date for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (a) you are not in default; and (b) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date. Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such Item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. The Purchase Option for the Equipment listed in the Lease Agreement is \$23,696.60 per Equipment Listed.

*The first Lease Payment Due Date is February 6, 2017 and each successive Lease Payment is due on the same day of the Year thereafter, (the "Billing Period"), unless otherwise provided below*

| NUMBER OF PAYMENTS | AGGREGATE OF ASSET<br>LEVEL PAYMENTS | SALES/USE<br>TAX | LEASE PAYMENT | DUE DATE                 |
|--------------------|--------------------------------------|------------------|---------------|--------------------------|
| <u>3</u>           | <u>\$11,259.55</u>                   | \$0.00           | \$11,259.55   | <u>February 06, 2017</u> |

Signed by Lessee's duly authorized representative on the date shown below.

2/16/17  
(Date Signed)

By:

Carmine J. [Signature]  
Authorized Signature/Name

CITY MANAGER

Title

Budget FY 120  
to purchase  
\$23,696.60

RECEIVED

FEB 23 2017

DEERE CREDIT, INC.











|                                                |                                                                                                                                                 |
|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| First Name                                     | Matthew                                                                                                                                         |
| Last Name                                      | Sweetser                                                                                                                                        |
| Home Address                                   | 3710 First street                                                                                                                               |
| City                                           | Destin                                                                                                                                          |
| State                                          | FL                                                                                                                                              |
| Zip                                            | 32541                                                                                                                                           |
| Phone                                          | 850-598-6558                                                                                                                                    |
| Email                                          | mattsweetser4@gmail.com                                                                                                                         |
| Business Name                                  | Field not completed.                                                                                                                            |
| Business Address                               | Field not completed.                                                                                                                            |
| City                                           | Field not completed.                                                                                                                            |
| State                                          | Field not completed.                                                                                                                            |
| Zip                                            | Field not completed.                                                                                                                            |
| Brief description of education and experience: | I went to Fort Walton Beach High School and have lived and worked in Destin since. I would like to have a part in all things about my hometown. |
| How long have you lived in Destin?             | Born and raised, 35 years.                                                                                                                      |
| Are you currently a resident of Destin?        | Yes                                                                                                                                             |
| Are you a registered voter in Okaloosa County? | Yes                                                                                                                                             |
| Do you currently hold a public office?         | No                                                                                                                                              |

|                                                                                                             |                                                                                 |
|-------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| Have you ever been convicted of a felony?                                                                   | No                                                                              |
| If you have been convicted of a felony, please explain and provide date(s).                                 | <i>Field not completed.</i>                                                     |
| List any city boards or committees you are currently a member of.                                           | Parks & Recreation                                                              |
| Select the board or committee you are interested in serving on.                                             | Town Center CRA Advisory Committee                                              |
| List your qualifications to serve on the selected board or committee.                                       | I have extensive knowledge of our town and history to provide, if needed.       |
| What do you consider the purpose of this board/committee to be?                                             | The beautification of out home town.                                            |
| What would you like to see this board/committee accomplish?                                                 | More involvement from our residents in order to accomplish what our home needs, |
| If you have discussed this application with any member(s) of the Destin City Council, please identify them. | Prebble Ramswell                                                                |

**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      | 12/20/2019                        |

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 6, 2020

**TYPE OF AGENDA ITEM:** Action Item

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**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** 1. Vacation of Azalea Drive and Legion Drive Rights-of-Way

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**I. BACKGROUND:**

**II. DISCUSSION:**

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:  
None