

**REGULAR MEETING
DESTIN CITY COUNCIL
APRIL 20, 2020
ANNEX COUNCIL CHAMBERS
6:00 PM**

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

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

1. APPROVAL OF MINUTES

- A. Approval of minutes of April 1, 2020 Special City Council Meeting
- B. Approval of minutes of January 6, 2020 Regular City Council Meeting

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

- A. Raymond James update on City Investments - Brian Haugen
- B. Proclamation - Arbor Day Celebration
- C. Patrick Maddox-Okaloosa County Emergency Management and COVID-19 Updates

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. Discussion regarding Demobilization
- B. First Amended Declaration of State of Emergency and Extensions 1 and 2
- C. Resolution 20-08 - Permitting the Use of Communications Media Technology to Conduct Quasi-Judicial City Public Hearings
- D. Milling, Resurfacing and Restriping of a portion of Beach Drive, authorization to execute task orders
- E. FY20 Re-Striping Projects, authorization to execute a Task Order
- F. Development Review System Software Update
- G. Request for Direction and Capt. Royal Melvin Heritage Park Status Update
- H. Finance Director Candidate Approval

- I. Update on Beach Paid Parking (Parking South of Highway 98) and Resident Passes
- J. Distribution of City-Issue Phones and Training, and Scheduling of Workshop for Additional Public Records Training
- K. Announcements

5. PUBLIC HEARINGS

- A. First reading of Ordinance 20-09-PC - Amending the Future Land Use Map as referenced in Chapter 1 of the Comprehensive Plan to include a change in the future land use designations of the parcel described and generally depicted in Exhibit A from Residential, Office, Institutional (ROI), Recreation (REC), and Institutional (INST) to Institutional (INST)
- B. First reading of Ordinance 20-10-PC - Amending the Future Land Use Map as referenced in Chapter 1 of the Comprehensive Plan to include a change in the Future Land Use designations of the parcels described and generally depicted in Exhibit A from North Harbor Mixed Use (NHMU) and Residential, Office, Institutional (ROI) to Institutional (INST).
- C. First reading of Ordinance 20-11-PC - Amending the Future Land Use Map as referenced in Chapter 1 of the Comprehensive Plan to include a change in the future land use designations of the parcel described and generally depicted in Exhibit A from Medium Density Residential (MDR) and Residential, Office, Institutional (ROI) to Residential, Office, Institutional (ROI).
- D. First reading of Ordinance 20-12-PC - Amending the Future Land Use Map as referenced in Chapter 1 of the Comprehensive Plan to include a change in the future land use designations of the parcel described and generally depicted in Exhibit A from Bay Estates (BE) to Recreation (REC)
- E. First reading of Ordinance 20-13-PC - Amending the Future Land Use Map as referenced in Chapter 1 of the Comprehensive Plan to include a change in the future land use designations of the parcel described and generally depicted in Exhibit A from Institutional (INST) and Town Center Mixed Use (TCMU) to Institutional (INST).

6. *CONSENT AGENDA (No public comments)

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

- A. Councilmember Braden
- B. Councilmember Ramswell
- C. Councilmember Menchel
- D. Councilmember Overdier
- E. Councilmember Marler
 - 1) Rescheduling upcoming City events/Founder's Day - Discussion
- F. Councilmember Destin
- G. Councilmember Morgan
- H. Mayor Gary Jarvis
 - 1) Planning for our future

I. Land Use Attorney

J. City Attorney

8. PUBLIC COMMENTS

A. Written comments from the public

ADJOURNMENT

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

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

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

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

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

Personas con discapacidades que necesitan asistencia o personas que 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. Past council meetings can also be viewed here.

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

**MINUTES
SPECIAL MEETING
DESTIN CITY COUNCIL
APRIL 1, 2020
DESTIN CITY HALL
ANNEX COUNCIL CHAMBERS
3:00 PM**

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

Destin City Council

Mayor Gary Jarvis
Councilmember Rodney Braden
Councilmember Cyron Marler
Councilmember Steven Menchel (Virtual)

Councilmember Prebble Ramswell
Councilmember Parker Destin
Councilmember Skip Overdier (Virtual)
Councilmember Chatham Morgan

Destin City Staff

City Manager Lance Johnson
Public Information Manager Catherine Card
HR Manager Karen Jankowski
Parks/Recreation Director Lisa Firth
Community Dev. Director Louis Zunguze
Julio Lacayo, GSG, Inc.
Land Use Attorney Kimberly Kopp

Deputy City Manager Webb Warren
City Clerk Rey Bailey
Public Services Director Michael Burgess
Grants Manager Jeffery Cozadd
Code Compliance Manager Joey Forgione
City Attorney Kyle Bauman

CALL TO ORDER

Mayor Gary Jarvis called the meeting to order at 3:00 PM; followed by the recitation of the Pledge of Allegiance.

NEW BUSINESS

1. PUBLIC COMMENTS

2. NEW BUSINESS

- A. Resolution 20-05 – Providing for Rules for the use of Communication Media Technology

The City Manager explained that adoption of this resolution would allow the City Council and the City's advisory boards and committees to conduct meetings through virtual means. The Council has a physical quorum present which will allow them to vote to adopt this resolution.

Councilmember Braden asked if the Council could also vote remotely if they pass the resolution.

According to the City Attorney, the resolution provides that votes would be taken by roll call to ensure an accurate count.

Councilmember Menchel requested the following language be added to Section 5 – *Public Participation* of proposed Resolution 20-05 as paragraph 9d:

- Allow the public to send in emails after the fact. Staff will forward emails to members of the Council. Staff could also modify the agenda packet to include materials from the public

The City Attorney agrees with Councilmember Menchel's recommendation.

Councilmember Destin moved to approve Resolution 20-05, as amended, to include recommendations from Councilmember Menchel and the City Attorney passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

B. Resolution 20-06 – Ratifying the Declaration of State of Emergency and Extension Number 1 of the Declaration of State of Emergency

The City Attorney noted that extension number 1 is good through April 2nd. The plan moving forward and in accordance with Resolution 20-06 is to have the City Manager issue future extensions of the Declaration of State of Emergency, which must be done on a weekly basis, and bring the extensions to the City Council for ratification. He added the extensions would have to be ratified after the fact unless the Council wishes to start meeting every week.

Councilmember Braden stated he would favor meeting on a weekly basis to keep the business of the City moving and not have a huge backlog of work to be done.

According to the City Manager, they have things aligned so they could remain operational even though City facilities are closed to the public; and that he would not want to function contrary to CDC and State government guidelines by increasing the number of meetings.

Councilmember Ramswell remarked that being able to meet through virtual means should alleviate that concern.

The City Manager stated that at this time, someone would still need to be physically present at the meeting to manage the microphones to allow public participation.

Councilmember Ramswell recommends having some type of procedure where members of the public could call in their comments.

The City Attorney noted that by State Statutes, the proper procedure at this time is to provide a physical access point or location for the public to be able to address the Council.

Councilmember Destin recommends staying with their regularly scheduled meetings since they will always have the ability to call a special or emergency meeting if necessary.

Motion by Councilmember Marler, seconded by Councilmember Braden, to approve Resolution 20-06 passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

At this time, the City Attorney recommends the Council directs the City Manager to execute extension number 2 of the Declaration of State of Emergency and place that item on the April 6th meeting agenda for ratification by the Council. He also recommends that on April 6th, Council directs the City Manager to issue extension numbers 3 and 4 of the Declaration of State of Emergency and place the items on the subsequent meeting for ratification by Council.

Councilmember Destin moved to direct the City Manager to execute extension number 2 of the Declaration of State of Emergency and place the item on the April 6th meeting agenda for ratification by the Council; and at the April 6th meeting, Council will direct the City Manager to issue extension numbers 3 and 4 of the Declaration of State of Emergency and place the items on subsequent meeting for ratification by Council. Councilmember Marler provided a second to the motion. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

C. Council Direction: Modifications to the Ordinance related to Declarations of Emergency

The City Manager requests direction from Council specifying desired modifications to the City of Destin ordinance pertaining to Emergency Management.

The City Attorney made the following recommendations:

- Amend the City of Destin ordinance pertaining to emergency management to clarify that it includes medical emergencies, such as the Coronavirus pandemic
- Amend the code to clarify that during medical emergencies, emergency power is vested to the Council in instances when they can meet and provide direction. In instances when Council cannot meet, the City Manager will have the emergency power

Councilmember Ramswell recommends using the term “public health threat” in lieu of “medical emergencies.” She also recommends the City Attorney reviews Okaloosa County Code Article 3, Section 9-41 for guidance as this section contains good and broad description on when the County could declare an emergency.

The City Attorney also recommends having a provision on enforcement mechanism.

Councilmember Destin moved to instruct the City Attorney to draft an amendment to the City of Destin ordinance pertaining to emergency management to include clarifying language on public health emergency, on vesting of emergency power in instances when Council is able to meet and when Council is unable to meet, and include a provision on enforcement mechanism; seconded by Councilmember Ramswell.

Councilmember Menchel suggests a verbiage be included on natural versus unnatural disaster.

It was the consensus of the Council to incorporate this language into the ordinance.

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

3. CONSENT AGENDA

A. STR Application Deadline Extension

B. Government Services Group (GSG) Agreement

C. Election Services Agreement between the City of Destin and Okaloosa County Supervisor of Elections

Motion by Councilmember Marler, seconded by Councilmember Ramswell, to approve Consent Agenda items 3A thru 3C passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

4. COMMENTS FROM MAYOR AND CITY COUNCIL

There were some discussions relative to the type of items to include on the next meeting agenda.

The Mayor suggests delaying the public hearings if possible, in light of the current situation.

Councilmember Ramswell expressed some concern over having a huge backlog of ordinances they would have to consider and would prefer clearing some of them out of the system if they could provide the public the opportunity to participate in the process.

Councilmember Destin noted they are adding some provisions in their emergency management ordinance that would provide additional opportunity for the public to participate in the process. He continued there may be some ordinances where they anticipate significant public commentary that they could consider delaying; however, they need to keep business safely moving forward as much as possible.

Councilmember Braden noted that the Mayor sent a letter to the Governor in reference to the charter fishing fleet and signed it as Mayor of the City of Destin. The letter was not presented before the Council, but it seemed as though the Council approved the letter.

The City Attorney stated that he is not fully aware of the circumstances surrounding this issue, but if the Council has not approved the letter, the Mayor cannot send it on behalf of the Council.

The Mayor explained he did not send the letter on behalf of the Council; and that there was no mention of the Council's approval action in the letter. It did not have anything to do with the City of Destin government. He was merely representing the charter fishing industry, and that the letter talked about the Cares Act, SVA EIDL Program, and other programs that do not quite address the needs of the charter fishing industry. He continued that the Governor and Senator Rubio's staff asked him to put in writing the issues they have discussed on the phone regarding the shortcomings of these programs. Nevertheless, he would refrain from signing anything as Mayor unless he is representing the will of the Council.

According to Councilmember Destin, this is simply a procedural issue and not a question of content; adding that this Council would unequivocally support the fishing industry. He also believes there is going to be a lot of issues that would require the Mayor and Council's collaboration to make sure the fishermen are treated fairly. This could easily be resolved by simply bringing whatever letter need to be issued and send it out on a joint letterhead. He added he would personally recommend sending some letters out in support of commercial and charter fishermen on other matters.

Councilmember Ramswell noted that as elected officials, they wear so many roles that they just need to be careful not to comingle those roles especially on paper.

Next, Councilmember Ramswell complimented the Okaloosa County School District for going above and beyond the requirements by issuing such things as iBooks and computers to make sure the students have the right equipment in doing online education and giving the students some sense of a normal routine and not just simply closing down the schools for the rest of the year as other school districts have done.

Councilmember Menchel expressed his gratitude to City staff for all their hard work in setting this meeting up and allowing virtual participation.

5. PUBLIC COMMENTS

Ms. Marcie Bell, a Destin resident, begs the public to change their behaviors so they could get through this viral pandemic faster. She is asking everybody in the community, those who feel the need to come to this community or pass through this community to exercise better behavior at distancing. She then read the following statement from Dr. Deborah Burks at the White House briefing: *"It is the community that would do this. There is no magic bullet. There is no magic vaccine or therapy. It's just behaviors. Each of our behaviors translating into something that changes the course of this viral pandemic over the next 30 days."*

Ms. Bell also noted that she received several calls since the Governor issued his executive order to stay in place. They wanted to know who to call to report short-term rentals not in compliance with the executive order.

According to the Land Use Attorney, the Governor's Executive Order is effective for 14 days from March 27th. If they see short-term rentals not in compliance with the executive order, they will need to call the City's Code Compliance Department. The Code Compliance officers will then decide whether to handle the situation themselves or call the Sheriff's Office for assistance.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 3:47 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
JANUARY 6, 2020
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 Parker Destin
Councilmember Steven Menchel	Councilmember Skip Overdier
Councilmember Cyron Marler	Councilmember Rodney Braden
Councilmember Prebble Ramswell	Councilmember Chatham Morgan

Destin City Staff

City Manager Lance Johnson	City Clerk Rey Bailey
Public Info Manager Catherine Card	Deputy City Manager Webb Warren
Code Compliance Manager Joey Forgione	HR Manager Karen Jankowski
Parks/Recreation Director Lisa Firth	Finance Director Bragg Farmer
Community Dev Director Louis Zunguze	City Attorney Kyle Bauman
Public Services Director Michael Burgess	City Land Use Attorney Kimberly Kopp

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 PM. Pastor Kevin Wendt from Grace Lutheran Church gave the invocation, and then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Councilmember Ramswell requested that Consent Agenda 6C be pulled for discussion.

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

1. APPROVAL OF MINUTES

A. Approval of Minutes of October 7, 2019 Regular City Council Meeting

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

B. Approval of minutes of October 21, 2019 Regular City Council Meeting

Motion by Councilmember Marler, seconded by Councilmember Overdier, to approve minutes of October 21, 2019 Regular City Council meeting passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

2. PROCLAMATIONS / RECOGNITIONS / SPECIAL PRESENTATIONS / ANNOUNCEMENTS

A. Recognition of 2019 Holiday Decorating Contest Winners

The Mayor announced and presented a plaque to the following 2019 Holiday Decorating Contest winners:

- | | |
|--------------------------------|--------------------------------|
| ➤ 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 |

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

Mr. Ed Rogers, a Destin resident and business owner, addressed the letter from the City Manager to the City Council dated December 11, 2019, requesting direction regarding the proposed changes to livery vessel and marine construction requirements. He asked the Council to get the livery vessel operators involved in the decision-making process and not provide any direction to staff without considering their input. He stated he had a very productive meeting with Mr. Zunguze, the Community Development Director, following the previous City Council meeting; and that he feels they could have a give and take relationship and move forward in a positive direction. He added that the City should first learn how they operate their business before adopting an ordinance that could negatively affect them and put them out of business, which then leaves them no other choice but to litigate.

Councilmember Braden stated that he finds no reason why the livery industry’s direct participation in this process is necessary; adding that they have always allowed and encouraged everyone to voice their opinion before the Council makes any decision.

Councilmember Destin asked the City Manager and Land Use Attorney if they could schedule an open meeting with the livery vessel operators and discuss some of the obstacles and possibly resolve some of these issues and progress toward an agreement before scheduling a public hearing for the adoption of the ordinance.

According to the Land Use Attorney, the livery vessel ordinance is scheduled to go before the Local Planning Agency (LPA) on January 16th, and then to the City Council in February, and all those meetings will have public hearings. However, they could also delay presenting the ordinance

to the LPA and staff could schedule an open meeting with the members of the industry since there is no legal requirement for an open meeting with staff as long as it does not involve the City Council or any of the committees or boards. Following that, the public could also provide comments at the LPA meeting. The LPA will review all the substantial evidence available and then make their recommendation to the City Council.

Mr. John Fuller, a Destin resident and business owner, stated that not everyone on the harbor is being required to follow the same rules; and that he feels the livery industry is being singled out. They are being required to fill out a renewal application every year to include engineering designs and specifications, which are usually required only when they initiate their business. He now has to hire an accountant and an attorney just to fill out all the paperwork. He continued they should only have to pay the annual renewal fee and not have to go through all sorts of new regulations. He added that he runs a first class operation and he just want fair treatment for everybody.

Mr. Ron Sandstead, a Destin resident and business owner, expressed his gratitude to the City Council and staff for allowing them the opportunity and for all their assistance in the placement of the arts banners on Main Street. He proposes placing more banner poles in Destin, especially on Airport Road. He continued they will have a silent auction in two weeks selling off original artwork at La Paz Restaurant, and that proceeds could go towards payment for new banner poles on Airport Road.

Councilmember Menchel asked whether City staff foresee any problems with placement of new banner poles on Airport Road.

According to the City Manager, they would need to coordinate this matter with the engineers to make sure they cover all the details such as wind loads, which is similar to the process they used on Main Street.

Ms. Carrie Harbarger, a Destin resident, asked why a business with insufficient parking, even for their employees, is allowed to operate in Destin.

The Land Use Attorney stated she does not know the specific property being referenced in this case, and she would not want to speak on somebody's private property which could result in code enforcement quasi-judicial hearing. However, she would be willing to discuss this matter with Ms. Harbarger after the meeting.

Councilmember Braden noted that this particular business conducted their own parking study, submitted it to the City and the City adopted it in their development order without sufficient parking.

Ms. Marcie Bell, a Destin resident and former member of the Short-Term Rental Task Force, noted she has resigned her position at the Short-Term Rental Task Force because she feels she could serve the City better by functioning as a regular citizen. She stated that the Task Force was not looking to amend the ordinance, but to simply include additional comments to the short-term rental application form. She also stated that trash can was such a big issue that the proposal to require one can for every 6 people was based on the information provided by a representative from Waste Management who spoke at one of their meetings.

Mr. Bill Reddington, a Destin resident, asked the Council to delay making a decision whether to adopt the Short-Term Rental Task Force recommendations and allow the City's Code Compliance Department to continue to enforce current short-term rental regulations since they hired more code compliance officers for the job. He also stated that the 36 Bert J. Harris claims received by the City represent approximately \$26 million worth of lost values for the claimants, and many more claims may be forthcoming. The City may potentially be liable for about \$80 million of lost values.

Mr. Ken Wampler, a Destin resident and member of the Short-Term Rental Task Force, stated that the Task Force members spent most of their time communicating and educating. They are asking this Council to take action on changing the short-term rental registration renewal date to the last day in February and increasing the parking violation fee to the maximum amount allowed by Florida Statutes. Everything else relative to parking and trash is already in the current ordinance.

Mr. Mike Abadie, a Destin resident and business owner, stated that the general consensus among the people in livery industry was they are being targeted and being treated like the enemy by the City; and that the City is coming up with new regulations to make things harder for them. He stated that every industry should follow the same rules and regulations and not have a separate rules and regulations for the livery industry. He has been in the livery business for 30 years and has been at his current locations for 23 years. He has been following all the rules and regulations and doing the same thing he has always done for many years. But suddenly he is breaking the law as he, along with several livery vessel operators received notices of violation on their properties. He continued that instead of a simple renewal application, they are now being required to provide all information every year as if they are initiating their business; which is not a simple process and they now have to hire professionals to be able to complete the application. He urged the Council not to create new regulations and just enforce those that are already on the books.

Ms. Sherry Andrews, a Destin resident and business owner, stated that she had lived in Destin for 50 years. She has been in livery business for over 12 years and has followed all rules and regulations. They received a notice from the City about the parking requirements. She just purchased a property worth \$500,000 on Mountain Drive to be used to store boats 3 months out of a year to satisfy the requirements. She also stated there are new rules being written that would affect and put an undue burden on the livery industry.

4. CITY MANAGER REPORTS

A. Budget Amendment for Engineering

The City Manager noted this is a housekeeping matter related to the transfer of the Engineering Division from Public Services Department to the Community Development Department. 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.

Motion by Councilmember Ramswell, seconded by Councilmember Braden, to 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 passed 7-0

(Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

B. FY20 Strategic Plan Summary

The City Manager explained that the Strategic Plan Summary is being presented to Council for their approval. The City Council and staff participated in a one-day strategic planning session in November 2019 to identify and prioritize Council projects and policy objectives. Results from that session have been summarized in the Strategic Plan Summary document. Approval of the plan will assist Council and staff to align the Fiscal Year 2020 priority project and strategic focus items through 2025.

Councilmember Destin moved to adopt the Fiscal Year 2020 Strategic Plan Summary as presented; seconded by Councilmember Overdier.

Councilmember Ramswell noted she has made some edits to the document to make things more consistent throughout the document and contribute to make this a professional looking document, and that copies of the edits had been provided to staff and other members of the Council.

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

C. Funding options for Utilities Undergrounding

According to the City Manager, Council previously directed staff to bring back a list of funding options for the future undergrounding of utilities throughout Destin. The City’s Finance Director Braff Farmer has put together the following list of potential annual revenue sources:

- Additional 2% electricity franchise fee - \$850,000
- New ½ sales tax (Expires December 31, 2028) - \$1,200,000 annually
- Increase in Impact Fees - \$200,000
- New Public Service Tax 10% net to 6% - \$2,500,000
- Use of General Fund Revenue (if property values continue to rise) - \$?
- Increase of other Utility Franchise Fee (gas, garbage, water) - \$?
- Funding from Harbor CRA (Beginning FY 2025) - \$700,000
- Funding from Town Center CRA (Beginning FY 2029) - \$700,000

Councilmember Ramswell stated she would prefer not taking the funding for undergrounding from the CRA districts because they have both been struggling and they are just now starting to get better; but she would be in favor of increasing the impact fees. She asked for more information about the Public Service Tax.

Mr. Farmer explained that the new Public Service Tax would include 6% to 10% of the energy bill. The actual taxes are based on legislation that has been passed at the State level and are based on the energy prices that were in place around 1979.

Councilmember Ramswell added she would not be in favor of the additional 2% electricity franchise fee and having the citizens pay higher electric bills.

According to Councilmember Destin, the realistic funding source if they are going to successfully underground the utilities for the entire City is likely to be the electricity franchise fee increase from 4% to 6%. They would then have to earmark it so it would be available for future Councils and the money to be placed in an account that cannot be used for anything other than undergrounding of utilities. He also stated it will be a return on investment for everyone in the City as they will be investing in their own infrastructure so that when the next major Hurricane comes through, they are going to have a safer and more reliable system. He stated they have been negotiating with Gulf Power the last two years and that the franchise fee increase has been included in the discussion. They will continue negotiating with Gulf Power and attempt to find a way to come to an agreement. He added that the TDC is also a viable source of funding for the undergrounding because it is an investment in infrastructure for tourism and everyone would benefit from it. He also added there are other source of funding, including Triumph, which need to be pursued.

Councilmember Ramswell stated that people with underground utilities already in their neighborhood might be reluctant with paying higher electric bills.

Councilmember Destin explained that this underground system ultimately is fed by a larger above ground lines which would also be placed underground to prevent damage during severe weather.

The Mayor remarked that undergrounding the utilities would change the community from the aesthetic standpoint; and that property value should go up once they achieve total undergrounding.

Councilmember Overdier noted they are also trying to obtain beach accesses, which is quite an expensive proposition; and that they need to be very careful how much money they encumber for the undergrounding and make sure they have enough left to purchase beach properties.

D. Resident Pass for Beach Parking South of US Hwy 98

According to the City Manager, Council approved the implementation of paid parking along Scenic Hwy 98 in Crystal Beach and Gulf Shore Drive in Holiday Isle during the November 4, 2019 Council meeting. Council 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.

The Deputy City Manager noted that staff has reached out to their paid parking vendor and that 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 either at a discounted rate or for free for the same 5-hour timeframe as a visitor who pays \$5.00. If Council chooses to enact a discounted or free parking program in the Crystal Beach and Holiday Isle areas, staff will try to have this program in place by March 1, 2020.

Councilmember Ramswell moved to adopt a resident beach parking pass program that allows for 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; seconded by Councilmember Overdier.

Councilmember Morgan stated that even though he supports providing free parking for residents, he does not feel it is right to ask their visitors to pay \$5.00 to park in their very inadequate beach accesses.

Councilmember Marler stated that residents already have parking on their property and do not need free parking passes in public lots; adding they will be penalizing the tourists. He also stated that the system will be abused.

Councilmember Ramswell stated that this is another benefit for their residents; adding they need to reward their residents any way possible.

Councilmember Menchel inquired about enforcement and making sure the system is not abused by allowing residents unlimited parking and with paying guests not having a place to park.

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

E. Office Productivity Suite and Email System (Office 365)

According to the Deputy City Manager, the IT Department is requesting approval of the continuation and addition of government Office 365 services. 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.

Motion by Councilmember Ramswell, seconded by Councilmember Menchel, to approve the continuation of services and addition of Office 365 government licenses with Liffitt 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 passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

F. Verizon Wireless GSA Supply Authorization

The Deputy City Manager noted that due to staff additions and Council member phones being added to the City’s plan, an authorization letter must be signed to allow for the addition of services needed throughout the year. This service will allow the City to maintain its wireless communications to include any additions or changes relating to the new public records policy of the City as well as recent additions of new positions.

Councilmember Overdier moved for approval of the Verizon Wireless GSA Supply Authorization and authorize the City Manager to execute the document, seconded by Councilmember Marler. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

G. Subaward Agreement No. 2020R14 between Okaloosa County and City of Destin, Capt. Royal Melvin Heritage Park and Plaza Project; RFP Approval

The City Manager noted that the Captain Royal Melvin Heritage Park project was included in Okaloosa County’s RESTORE Act Component Initial Multi-year Plan which was accepted by the US Department of the Treasury on June 30, 2017. Okaloosa County approved the subaward agreement on December 17, 2019, and that staff is requesting Council’s approval to publish RFP 20-01-REC upon completion of the City Land Use Attorney and the County’s review and approval of the document for the construction of the park.

Councilmember Ramswell moved to 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. Councilmember Overdier provided a second to the motion.

Councilmember Ramswell noted that several different properties have donated money to the City, as part of their Net Positive Environmental Benefit (NPEB) fees, for the park project to include \$500,000 from the Pointe One project, \$42,000 from Waterview Towers, and \$46,800 from Grand Harbor; and that she would like to know what happened to these funds.

Mr. Farmer stated he is not aware of any fees donated to the City specifically for construction of the park; adding there have been fees donated to the City for constructions of docks along the harbor, but it does not mean those funds can specifically be used for the park. He continued that they spent approximately \$4.6 million for the land alone. It was paid through three different sources of funding, part of which was through a bond fund. They have allocated Recreation Impact Fees of approximately \$70,000, a Road Impact Fees of \$125,000, CRA loan funds of \$42,500, and the grant of \$1.26 million for the park construction.

Councilmember Ramswell maintains that the Board of Trustees had earmarked the fees she mentioned earlier for the park project. She asked staff to check on status of the following NPEB fees that were supposed to have been paid to the City:

- \$46,000 from Waterview Towers
- \$46,800 from Grand Harbor
- \$500,000 from Pointe One, LLC

Councilmember Menchel noted that according to Article II of the subaward agreement, the City will provide \$33,470 of non-RESTORE funds towards the project. He asked how this amount is determined.

Mr. Farmer explained that 75% of the cost is provided through federal funds, and the City and County each pays 12.5%.

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”).

Councilmember Destin moved to authorize the City Manager to publish RFP 20-01-REC CRMHP upon the completion of City Land Use Attorney and Okaloosa County’s review and approval of the document, seconded by Councilmember Marler. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

H. Development Review System Software Update

According to the Deputy City Manager, the City of Destin continues to work hard in preparation for the Energov project. City staff had very productive sessions with Energov staff on December 10-12. The departments continue to refine processes and work towards Energov milestones. They are 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.

I. Request for direction from City Council on amendments to Short-Term Rental Ordinance.

The City Manager remarked that the City Council re-established the Short-Term Rental Task Force in May 2019; and that the Task Force has provided their recommendations for the upcoming year. The Council may approve all, some, or none of these recommendations. They are in no way bound by the recommendations of the Task Force.

Councilmember Ramswell stated that she only has issues with recommendation no. 4 which requires that applications to register a short-term rental include an acknowledgement that the rental manager/agent will contact their guests the day prior to trash pickup and advise them of the time trash needs to be placed at the curb for pickup. She feels this is unnecessary and that having it in writing and notifying their guests when they check-in should suffice.

Councilmember Overdier stated that he agrees with Councilmember Ramswell regarding recommendation no. 4. He also stated he cannot support recommendation no. 2 which requires each property to have one trash can for every 6 occupants. Not everyone needs extra trash cans. It should only apply to habitual offenders that are constantly receiving a notice of violation from the City for having trash outside the trash can. He also cannot support recommendation no. 6 which requires the issuance of parking passes to guests; adding that the required signage already include the number of vehicles authorize on the property.

Councilmember Menchel stated that recommendation no. 6 is not only unnecessary, but it is also unenforceable; adding that visitors that park on the property temporarily do not deserve to get a ticket.

The Mayor opined that the Council should ignore the trash can issue. They should consider a valet trash pickup that representatives from Waste Management which he has spoken with are recommending rather than putting an extra burden on short-term rental owners.

Councilmember Menchel moved to direct staff to prepare an ordinance incorporating the following recommendations of the Short-Term Rental Tasks Force; seconded by Councilmember Overdier:

- **Recommendation 3 – Increase fines for parking violations up to the maximum amount allowed by Florida Statute**
- **Recommendation 9 – All registrations for short-term rentals are to expire on the last day of February, each year**

Councilmember Marler noted that short-term rentals provide part of their bed-tax revenues and they are making it very hard for them to operate and attract guests because they are being too restrictive.

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

J. Airport Road Update

Public Services Director Michael Burgess noted that the report shows FDOT’s timeline for designing construction for the high friction surface treatment and other improvements for the Airport Road curve. Staff would also be meeting with Volkert Engineering to discuss the Airport Road guardrail design on January 8, 2020.

According to Councilmember Ramswell, they should already have guardrail designs in place per previous Council request.

Mr. Burgess stated he is not aware of any such designs.

According to Councilmember Ramswell, the report shows FDOT completing a project design by June 30, 2020. She asked why it would take so long to design a guardrail.

The City Manager explained the June 30, 2020 deadline is for the base construction design and not for the guardrail.

Councilmember Ramswell inquired as to the delivery date for the guardrail.

Mr. Burgess noted that the Council authorized the City Manager to begin the negotiation process with Volkert Engineering, and that this issue will be discussed at their January 8th meeting with Volkert.

Councilmember Marler stated he is not in favor of the guardrail system because he believes it would cause more harm than good to motorists; adding that it would not be necessary if they could find a way to slow people down at the curve.

According to Councilmember Ramswell, people are not slowing down and so it is incumbent upon the Council to make the road safer for everybody.

K. Request for clarification pertaining to the following direction from Council:

The City Manager requests clarification regarding Council's request to investigate the possibility of leasing the property on the southwest side of the Marler Bridge as Eglin Air Force Base representatives have contacted the City asking some questions about it.

According to the Land Use Attorney, the base is entertaining options from different entities regarding that property and they wanted to know more about the City's intention and whether they wanted to be considered as an option. She also stated this could be an expensive proposition as the base would be asking for fair market value for the property; and that if the City decides to take that route, they would also be taking responsibility for maintenance of the property.

Councilmember Menchel requested that the Land Use Attorney and Community Development Director come back with some ideas/recommendations on how to move forward with this initiative.

Councilmember Destin remarked that if they are going to pursue this initiative, it would be to their advantage engage their community partners and other governmental entities rather than doing it alone. It would also be worth discussing at a future TDC meeting the County or the TDC's intentions in trying to alleviate the existing problems in that area such as the lack of restroom facilities, lifeguards and trash collection.

It was the consensus of the Council to have staff investigate the feasibility of leasing the property on the southwest side of the Marler Bridge.

L. Announcements

The City Manager made the following announcements:

- Friday weekly report will be replaced by a monthly report with each department having its own chapter
- Weekly task tracking update form will be provided to the Council
- Monday, Jan. 20th is a holiday. The next City Council meeting is scheduled for Tuesday, Jan. 21st.
- January 30th at City Hall - Social Media and Public Records Training for Council and staff. Members of the public who wish to participate need to RSVP to the PIO

5. PUBLIC HEARINGS

6. CONSENT AGENDA

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

Councilmember Ramswell requests Consent Agenda 6C be pulled for discussion.

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

Some discussions followed relative to Consent Agenda item 6C. The City Manager noted there was a blank space in the recommended motion for this item rendering it inappropriate for approval under Consent Agenda. He stated there are two types of seawall that could be used for this application. One is vinyl which the City’s Bid Committee recommends. The other is corrugated aluminum metal, which comprises the existing seawall, and which FEMA recommends. The latter costs a little bit more. It is the Council’s decision, but FEMA would move forward whichever Council choose.

According to Councilmember Ramswell, it would seem aluminum would rust and corrode since it is near the water, but not so with the vinyl.

The Mayor noted that aluminum does not rust. It oxidizes over time. It is a superior product over the vinyl and with a little overall shelf life.

Councilmember Ramswell asked if aluminum could cut people if exposed.

The City Manager noted there would be a cap that would prevent that from happening.

Councilmember Destin asked which product handles better from impacts or debris.

According to the Mayor, vinyl cracks and breaks, and aluminum tends to bend.

Councilmember Destin moved for approval of Consent Agenda item 6C, award of RFB 19-17-REC Bid Alternate 2 (Corrugated Aluminum Sheet Panels) 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 the contract with Live Flyer, Inc. Councilmember Ramswell provided a second to the motion. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

Councilmember Ramswell requested an update regarding the possibility of the Destin Fire Station going into the park property and when this item will come back to Council for discussion and action.

According to the City Manager, there has not been any development since this item was brought to Council. He stated they have received permission from the Treasury Department to allow this use without impacting the grant. They will coordinate with the Destin Fire District in terms of the timetable for the next step.

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

- A. Councilmember Braden
- B. Councilmember Ramswell

Councilmember Ramswell would like to discuss formation of a Beach Advisory Committee sooner rather than later and to have a consensus established amongst the Council members before the peak season.

Councilmember Ramswell asked staff to investigate and determine the legality of a *water taxi stop* sign being placed in front of a private property as she had seen one in front of a private property on Norriego Point.

According to Councilmember Ramswell, it was discovered a year ago that a property owner had mistakenly closed a Sterling Shores public beach access point and that staff was supposed to work with the property owner to re-open it. She inquired as to the outcome of staff's effort.

According to the Land Use Attorney, there had been some correspondence between the City's attorneys and Attorney Dana Matthews' office which represented the private property owner, but there had not been any real movement on it since then. There are some legal issues that they would need to discuss with individual Council members after this meeting.

1. Nomination of Mr. Matthew Sweetser for appointment to the Town Center CRA Advisory Committee

Motion by Councilmember Ramswell, seconded by Councilmember Menchel, to appoint Mr. Matthew Sweetser to the Town Center CRA Advisory Committee passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

- C. Councilmember Menchel

Councilmember Menchel stated it has been 7 weeks since this Council directed the City's attorneys to perform an audit of the City's continuing services contracts. The City Attorney mentioned to him that several Council members have expressed concern this has become a personnel matter.

According to the City Attorney, Council directed him and the City Land Use Attorney to investigate the City's continuing services contracts for any irregularities, clarify the APT contract, and seek out a third-party auditor to conduct a forensic audit of the continuing services contracts. He stated that personnel investigation was also contemplated within the scope of the motion and

there have been some questions regarding certain personnel that are no longer employed by the City. He requests clarification from Council whether the scope of the motion includes the investigation of these matters or whether the City Attorneys should simply stick to an investigation and analysis of these contracts and present a written report to Council and then await further instructions from Council based on the findings presented in the report.

Councilmember Menchel stated that he is quite disappointed over the fact that for over 90 days the City of Destin had known they were owed approximately \$1,500 in the APT contract but never asked for that money back from APT.

According to the City Manager, he was not sure whether APT had overcharged the City; otherwise, he would have asked for the City to be reimbursed right away. He continued that he had instructed the Finance Director to perform an independent audit after the Council had directed the City Attorneys to conduct a separate audit; and that he was waiting for the results of the audits before pursuing the best course of action.

The Mayor suggests Councilmember Menchel asks the City Manager these types of questions privately rather than publicly. Though these are legitimate questions because a member of the Council is trying to find out if there is fraud, malfeasance or dereliction of duty involved here, he feels this type of discussion should be held privately. It should only be made publicly if the City Manager or his staff does not provide a legitimate response.

Councilmember Menchel noted he has had several closed-door sessions with the City Manager on this matter and provided him ample time to take corrective action, but it has not been done. He feels they have a systemic problem and their contract oversight has been a failure; and that it is part of his job to point this out so it could be corrected. He continued that City staff is doing a great job overall, but it appears some are not doing their job and making the City Manager look bad. He added he just want the problems remedied and then move forward.

Councilmember Destin stated there should be a more economical way of doing things rather than to have two attorneys that charge \$150 to \$200 per hour conduct the audit. They could have this audit conducted in conjunction with staff.

Councilmember Ramswell commented that she would not oppose contacting Representative Ponder to request assistance from the State Auditor General to conduct the audit at no cost to the City, as previously proposed as she does not believe they have anything to hide.

The Mayor argues that a State audit would ruin people's reputation and damage the City; adding there are members of staff that have only been with the City for a few months.

Councilmember Ramswell stated that she looks at it from the perspective that the City is requesting some assistance to make sure their records are correct. It is not about an outside agency requesting a State audit because they suspect some wrongdoings on the part of the City. She asked the City Manager how he feels about requesting a State audit.

The City Manager stated that he does not believe it is a good idea to bring in a State auditor to perform the audit on this organization. He continued that he has been on the job for one year; and

that he feels they have made a lot of progress during that period. He also stated he would like to encourage each Council member to read the direction related to a survey they are required to fill out for the grant they are getting from the US Treasury. It would reveal things they are looking for and things that have happened within this organization within the past year, and he feels they would appreciate knowing what the US Treasury is looking for.

Councilmember Morgan asked the City Manager if he sees any kind of negligence or potential malfeasance with the City's finances that raises to the level that they need the State to investigate; in his capacity as City Manager for a year, and as a department head for several years.

According to the City Manager, this matter does not require a State investigation; but he welcomes the Council-directed audit because it would give him factual information that he needs to make good decisions. He added he would be the first one to report anyone he feels is doing something illegal.

Councilmember Menchel recommends having the head of each department performs a self-audit of their continuing services contracts and reports their findings back to the City Manager.

The City Manager stated he would welcome any process the Council sees fit as long as it will provide him the facts he needs to feel comfortable moving things to the next level be it an improvement program, a change of policy, or a disciplinary action.

Councilmember Destin moved to cancel previous directive from the Council and direct the City Manager to instruct each department head to conduct a thorough self-audit of their continuing services contracts and come back with a report to Council within 90 days; and to have the City's legal counsel act as consultants and take immediate action to remedy the situation should irregularities be found through this self-investigation. Councilmember Menchel provided a second to the motion. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

- D. Councilmember Overdier
- E. Councilmember Marler

Councilmember Marler asked staff to place two topics under his name on the next meeting agenda for discussion and reevaluation: one dealing with the Livery Vessel Ordinance and the other on public parking.

Place public parking under his name for discussion and reevaluation within the next two Council meetings.

- F. Councilmember Destin

G. Councilmember Morgan

1. Vacation of Azalea Drive and Legion Drive Rights-of-Way

According to Councilmember Morgan, the crosstown connector was designed so it could easily be converted to a 4-lane road later on. However, there is no plan to convert it to a 4-lane road at this time and no money set aside for the conversion. If they approve construction now, it would only be a 2-lane road. He also stated that instead of spending more money to redesign the road so it would be difficult to convert it to a 4-lane road in the future, they could simply vacate the right-of-way on Azalea Drive to prevent it from becoming a 4-lane road in the future. Even though Legion Drive, from Airport Road to Beach Drive, has a large median, they will not have the ability to convert the crosstown connector to a 4-lane road by vacating the right-of-way on Azalea Drive.

Councilmember Morgan moved to instruct the Public Works Director, City Engineer and Land Use Attorney to provide a report to Council on whether the City could build a four-lane road on Legion Drive from Airport to Beach Drive with the right-of-way it currently has; and if so, which right-of-way they would need to vacate to prevent it from happening. Also, to have City staff prepare a report about Azalea Drive right-of-way vacation. Councilmember Destin provided a second to the motion.

Councilmember Braden stated that he is never been in favor of abandoning rights-of-way. He feels they could always turn it into something useful such as parking.

Councilmember Morgan maintains that by abandoning the right-of-way on Azalea Drive, they could prevent future Council from turning it into a 4-lane road because the City no longer owns the property.

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

- H. Mayor Gary Jarvis
- I. Land Use Attorney

The Land Use Attorney announced they have selected a mediator for the Pointe Mezzanine litigation, per Council’s directive; and that they will provide more update after their initial conversation with the mediator.

J. City Attorney

Councilmember Braden requested an update on the litigation involving the Destin Fishing Fleet.

According to the City Attorney, the Bert Harris lawsuit is the major lawsuit for the Fleet. It is still in the discovery stages of litigation. They have a pre-trial scheduled in June; however, there could be a dispositive motion that could occur that if the City prevails would moot the trial. He also

stated that he had taken the deposition of Commissioner Kelly Windes. And Maryann Windes. Mr. Louis Zunguze's deposition was taken as the City's corporate representative, but that deposition is not fully closed, and they could still recall Mr. Zunguze.

8. PUBLIC COMMENTS

Mr. Ken Wampler asked if the Short-Term Rental Task Force has officially been disbanded.

The Land Use Attorney replied affirmatively.

Mr. Bill Reddington stated that he is in favor of the proposed guardrail on Airport Road; however, they need to make it wide enough to prevent motorists from hitting the guardrail.

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

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 20, 2020

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

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

FROM: Julio Lacayo, Interim Finance Director

DATE: March 3, 2020

SUBJECT: Raymond James update on City Investments - Brian Haugen

I. BACKGROUND: Raymond James has invested \$10,000,000 in City funds since May 2013.

II. DISCUSSION: At the March 2nd Regular City Council Meeting, staff was asked to bring back Raymond James to do a presentation on City reserve investments.

A. Link to Strategic Goals / Objectives:

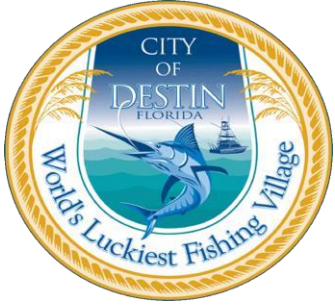
B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None



City of Destin Proclamation

DESTIN ARBOR DAY

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska. Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, reduce heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community. They are a source of joy and spiritual renewal;

NOW, THEREFORE I, Mayor Gary Jarvis, on behalf of the Destin City Council, do hereby proclaim April 24, 2020 as **Arbor Day** in the City of Destin, Florida, and that all citizens are urged to support the efforts to protect our trees and woodlands; and that further all citizens are urged to plant trees to gladden hearts and promote the well-being of present and future generations.

SO DONE THIS 20TH DAY OF APRIL 2020

By:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 20, 2020**TYPE OF AGENDA ITEM:** Action Item

TO: City Council

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

FROM: Kyle Bauman, City Attorney
Kimberly Kopp, Land Use Attorney

DATE: April 15, 2020

SUBJECT: Discussion regarding Demobilization

I. BACKGROUND: As of the drafting of this report, Okaloosa County plans to present proposed demobilization plans to the County Commission at its April 21, 2020 meeting. County and City staff have worked closely to ensure both staffs present substantially similar and consistent proposed plans so that neither entity negatively affects the other. County staff plans on presenting a proposed three phase demobilization plan to the County Commission. City staff has attached a draft version of a proposed Resolution that would constitute the first demobilization phase. Key terms are found in Section 2. City staff is not recommending that the Council move forward with this Resolution at this time and instead the proposed Resolution is attached so that the Council can discuss the general concept and provide direction to staff.

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION: None. Item is presented for discussion purposes.

Attachments:

1. Demobilization Resolution -
Providing for Partial Reopening of

Properties and Facilities

DEMOBILIZATION RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR PARTIAL REOPENING OF CERTAIN PROPERTIES AND FACILITIES; PROVIDING FOR PUBLIC PARTICIPATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Novel Coronavirus Disease 2019 (“COVID-19”) is a severe acute respiratory illness that can spread among humans through respiratory transmission and other potential methods, and presents symptoms similar to those of influenza; and

WHEREAS, in December 2019, a new and substantial outbreak of COVID-19 emerged in Wuhan, China, and has since spread rapidly to 150 countries and territories throughout the World, including the United States, and more specifically Okaloosa County and 26 other counties in the State of Florida; and

WHEREAS, on March 11, 2020, the World Health Organization (“WHO”) declared COVID-19 a pandemic; and

WHEREAS, on March 13, 2020, President of the United States, Donald J. Trump, issued a Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease Outbreak pursuant to section 501 (b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act; and

WHEREAS, no vaccine or drug is currently available to cure or combat COVID-19; and

WHEREAS, The City of Destin, Florida (the “City” or “Destin”) is threatened by COVID-19 because of the apparent ability of the virus to spread rapidly among humans, and COVID-19 thereby constitutes a clear and present threat to the health, safety, and welfare of the citizens and visitors of Destin; and

WHEREAS, the CDC has issued guidelines for “community mitigation strategies” to limit the spread of COVID-19, including recommendations for social distancing, which has proven to be an effective method for containing COVID-19; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order Number 20-52 regarding COVID-19, declaring a state of emergency in the State of Florida and authorizing in accordance with § 252.38, Florida Statutes, each political subdivision within the State to “waive the procedures and formalities otherwise required of the political subdivision by law pertaining to ... [the] [p]erformance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;” and

WHEREAS, on March 17, 2020, the Okaloosa County Board of County Commissioners declared a local state of emergency that is still in effect today; and

WHEREAS, on March 18, 2020, pursuant to Chapter 8, Articles II and III of the City's Code of Ordinances, the City's Mayor and City Manager jointly declared a State of Emergency exists in the City; and

WHEREAS, on March 20, 2020, the City Council duly adopted Resolution 20-04, providing for closure of certain properties and facilities; and

WHEREAS, on April 1, 2020, the City Council duly adopted and ratified the Declaration of State of Emergency and this State of Emergency or an amended version of it remains in effect; and

WHEREAS, the Declaration of State of Emergency empowers the City with wide latitude allowing it to adopt any measure allowed by law that is in the best interest of the public's health, safety, and welfare; and

WHEREAS, § 252.46, Florida Statutes, permits political subdivisions of the state to make, amend, and rescind such orders and rules as are necessary for emergency management purposes and to supplement the carrying out of the provisions of §§252.31-252.90, Florida Statutes; and

WHEREAS, the measures implemented below are as narrowly tailored as possible to protect the public's health, safety, and wellbeing; and

NOW, THEREFORE, the City Council of the City of Destin, Florida, does hereby declare and establish the following:

Section 1. Recitals.

1. The foregoing recitals are true and correct, and incorporated into this Resolution.

Section 2. Partial Reopening of Certain Properties and Facilities.

2. Except as otherwise described herein, public and private beaches, beach accessways, trails, parking areas solely for accessing public and private beaches, and City beachfront parks (collectively heretofore referred to as the "Beaches") are reopened between the hours of 6 a.m. and 8 a.m., and 6 p.m. and 8 p.m., daily.

3. The Beaches shall be used solely for the purposes of engaging in "essential activities," as the term is defined in State of Florida Executive Order 20-91, Section 3(A)(ii).

4. "Essential activity" means "participating in recreational activities (consistent with social distancing guidelines) such as walking, biking, hiking, fishing, hunting, running, or swimming."

5. Social gatherings on the Beaches are not an “essential activity.”

6. No group of greater than ten (10) is permitted to congregate on the Beach, regardless of whether that group is engaging in an “essential activity.”

7. No equipment such as blankets, chairs, tents, coolers other accoutrements designed to sit upon or be driven into the sand to allow for the temporary occupation of a particular location is permitted.

Section 3. Severability.

8. If any portion of this Resolution is determined by any Court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Resolution.

Section 4. Inconsistent and conflicting Ordinances and Resolutions superseded.

9. This Resolution shall supersede all inconsistent or conflicting Ordinances and Resolutions to the extent these Ordinances and Resolutions are inconsistent or conflicting for the time this Resolution is in effect.

Section 5. Effective Date.

**PASSED AND DULY ADOPTED BY THE CITY COUNCIL OF THE CITY OF
DESTIN, FLORIDA THIS ___TH DAY OF _____, 2020.**

GARY JARVIS, MAYOR

ATTEST:

REY BAILEY, CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE CITY OF
DESTIN, ONLY:

KYLE S. BAUMAN, ESQ.

CITY ATTORNEY

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 20, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kyle Bauman, City Attorney

DATE:

SUBJECT: First Amended Declaration of State of Emergency and Extensions 1 and 2

I. BACKGROUND: At the request of the business community, some state agencies are updating their already issued State of Emergencies relating to the novel coronavirus, COVID-19, to reflect that the virus is physically causing property damage due to its proclivity to attach to surfaces for prolonged periods of time.

II. DISCUSSION: The attached First Amended Declaration of State of Emergency relating to the novel coronavirus, COVID-19, reflects that the virus is physically causing property damage due to its proclivity to attach to surfaces for prolonged periods of time.

Additionally, the Amended Declaration updates the findings of fact to reflect the current circumstances and history.

Finally, Extensions 1 and 2 to the Amended Declaration are attached hereto.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: If the City Council wishes to follow the request of the business community, then it should adopt the Amended Declaration which contains the additional finding of fact that the virus is physically causing property damage.

IV. RECOMMENDED MOTION: I move to direct and authorize the City Manager to issue the First Amended Declaration of State of Emergency and further direct

the City Manager to issue Extension 1 and 2 thereto, if the City Manager determines that the State of Emergency still exists on the dates specified in Extensions 1 and 2.

Attachments:

1. First Amended Declaration of State of Emergency
2. Extension No 1 - Amended Declaration of SOE
3. Extension No 2 - Amended Declaration of SOE

FIRST AMENDED DECLARATION OF STATE OF EMERGENCY –
NOVEL CORONAVIRUS, COVID 19
CITY OF DESTIN, FLORIDA

On this 20th day of April, the City Council directs the City Manager of the City of Destin, Florida (the “City”) to adopt this First Amended Declaration of State of Emergency in response to the novel coronavirus, COVID-19.

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) expects widespread transmission of the novel coronavirus, COVID-19, and the pandemic has reached Florida, Okaloosa County, and the City; and

WHEREAS, the President of the United States of America, declared a state of national emergency and has issued guidelines which include limiting public gatherings to 10 people or fewer and this national state of emergency still exists; and

WHEREAS, on March 1, 2020, Governor Ron Desantis, of the State of Florida (the “Governor”), issued Executive Order No. 20-51, directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19 and this Public Health Emergency still exists; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order No. 20-68, limiting the operation of bars, pubs, nightclubs, and restaurants, and further directing parties accessing public beaches in the State of Florida to follow CDC guidelines by limiting their gatherings to no more than 10 persons, and distancing themselves from other parties by 6 feet; and

WHEREAS, on March 17, 2020, the Okaloosa County Board of County Commissioners declared that a state of emergency exists in Okaloosa County and Okaloosa County remains under a State of Emergency; and

WHEREAS, on April 1, 2020, Governor Ron Desantis issued the “Safer at Home,” Executive Order No. 20-91 (later modified by Executive Order 20-92) which requires all Florida residents to limit their movement and personal interactions outside of their home to only those necessary to obtain or provide essential services or conduct essential activities; and

WHEREAS, in accordance with § 252.38, Florida Statutes, Executive Order 20-52 authorizes the City to waive the procedures and formalities otherwise required of the City by law pertaining to (1) performance of public works and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community; (2) entering into contracts; (3) incurring obligations; (4) employment of permanent and temporary workers; (5) utilization of volunteer workers; (6) rental of equipment, (7) acquisition and distribution, with or without compensation, of supplies, materials, and facilities, and (8) appropriation and expenditure of public funds; and

WHEREAS, § 252.38(3), Florida Statutes, authorizes the City to declare a state of emergency and to waive the procedures and formalities otherwise required of political subdivisions by law; and

WHEREAS, pursuant to the City's broad constitutional home rule powers, it has the authority to institute reasonably tailored measures designed to protect the public's health, safety, and welfare; and

WHEREAS, Chapter 8, Article II, of the City's Code of Ordinances (the "Code") sets forth the procedures for the City to follow in the event of a emergency; and

WHEREAS, Chapter 8, Article III, of the Code empowers the City Manager to proclaim that a civil emergency exists and institute measures designed to protect the public's health, safety, and welfare; and

WHEREAS, the City Manager and Mayor jointly declared a State of Emergency (the "Original Declaration") on March 18, 2020; and

WHEREAS, the City Council duly adopted and ratified the Original Declaration by Resolution 20-06 on April 1, 2020; and

WHEREAS, Resolution 20-06 further requires the City Council to approve of extensions of the Original Declaration; and

WHEREAS, the Original Declaration has been extended and is in effect as of the date of this First Amended Declaration; and

WHEREAS, the City continues to be threatened by COVID-19 because the deadly virus spreads rapidly among humans and has the potential to overwhelm healthcare infrastructure; and

WHEREAS, the novel coronavirus is physically causing property damage due to its proclivity to attach to surfaces for prolonged periods of time; and

WHEREAS, COVID-19 constitutes a clear and present threat to the public's health, safety, and welfare.

NOW, THEREFORE, in consideration of the recitals above, all of which are incorporated herein below by reference, and at the direction of the City Council, the City Manager hereby issues this First Amended Declaration of State of Emergency, and further states:

Section 1. Boundaries of the areas affected by the emergency.

The First Amended Declaration encompasses the City's entire municipal bounds.

Section 2. Powers.

The City shall have the right to exercise the full complement of powers afforded to the City through its broad constitutional home rule powers, any executive order issued by the Governor, any powers described in Florida Statutes, including, but not limited to § 252.38, Florida Statutes, and any powers described in the City's Code, including, but not limited to, Chapter 8, Articles II and III.

Section 3. Direction to the Public.

The Public, including all businesses, is hereby directed to comply with any emergency orders, regulations, and measures issued by the City, Okaloosa County, the State of Florida, and the cooperate with safety personnel in executing these orders, regulations, and measures.

Section 4. Course of action.

This State of Emergency shall take effect immediately and shall remain in effect as long as law allows and until the City Council or City Manager determine that a state of emergency no longer exists, in accordance with Resolution 20-06. However, this State of Emergency shall not to exceed any Executive Order from the Governor revoking or withdrawing Executive Order 20-51 and if Executive Order 20-51 is revoked or withdrawn, then this State of Emergency shall terminate automatically and without further action by the City Council or City Manager.

Section 5. Direction to City Staff.

This State of Emergency shall be disseminated to the appropriate City agencies, the Okaloosa County Sheriff's Office, the Okaloosa county Board of County Commissioners, the local news media, and the general public, as soon as possible.

IT IS SO DECLARED AND ORDERED THIS 20th DAY OF APRIL, 2020.

Lance Johnson, City Manager

Date: _____

Attest:

Rey Bailey, City Clerk

Date: _____

Approved as to form and legal
sufficiency:

Kyle Bauman, City Attorney

Date: _____

**EXTENSION NO. 1 – FIRST AMENDED DECLARATION OF STATE OF
EMERGENCY – NOVEL CORONAVIRUS, COVID-19
CITY OF DESTIN, FLORIDA**

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order No. 20-51 directing the Florida Department of Health to issue a Public Health Emergency, which direction was followed by the appropriate agencies; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order No. 20-52 declaring a State of Emergency for every county in Florida for COVID-19; and

WHEREAS, on March 18, 2020, the Mayor and City Manager of the City of Destin, Florida (the “City”) jointly issued a Declaration of a State of Emergency (the “COVID-19 Declaration”) in response to COVID-19; and

WHEREAS, there is law potentially limiting the COVID-19 Declaration’s effect to a period of only seven (7) days; and

WHEREAS, the conditions continue to exist requiring the extension of the COVID-19 Declaration; and

WHEREAS, on March 25, 2020, the Mayor and City Manager jointly issued Extension Number 1 to the COVID-19 Declaration;

WHEREAS, on April 1, 2020, the COVID-19 Declaration and Extension Number 1 thereto were duly ratified and approved by the Destin City Council; and

WHEREAS, on April 1, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 2 to the COVID-19 Declaration; and

WHEREAS, on April 6, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 3 to the COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 8, 2020; and

WHEREAS, on April 6, 2020 the Destin City Council authorized and directed the City Manager to issue Extension Number 4 to the COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 15, 2020; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue the First Amended Declaration of State of Emergency relating to the novel coronavirus, COVID-19; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 1 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 27, 2020; and

NOW THEREFORE, in consideration of the recitals above, all of which are incorporated herein below by reference, the City Manager hereby extends the Amended COVID-19 Declaration, and further states:

Section 1. COVID-19 Declaration Extended.

1. The COVID-19 Declaration is hereby extended for the maximum amount of time allowed by law or until the City Council determines that a state of emergency no longer exists. However, this the state of emergency shall not exceed any Executive Order from the Governor revoking or withdrawing Executive Order 20-51 and if Executive Order 20-51 is revoked or withdrawn, then this State of Emergency shall terminate automatically and without further action by the City Manager or City Council.

DULY EXECUTED this 27th day of April, 2020.

Lance Johnson, City Manager

Date: _____

Attest:

Approved as to form and legal
sufficiency:

Rey Bailey, City Clerk

Date: _____

Kyle Bauman, City Attorney

Date: _____

**EXTENSION NO. 2 – FIRST AMENDED DECLARATION OF STATE OF
EMERGENCY – NOVEL CORONAVIRUS, COVID-19
CITY OF DESTIN, FLORIDA**

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order No. 20-51 directing the Florida Department of Health to issue a Public Health Emergency, which direction was followed by the appropriate agencies; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order No. 20-52 declaring a State of Emergency for every county in Florida for COVID-19; and

WHEREAS, on March 18, 2020, the Mayor and City Manager of the City of Destin, Florida (the “City”) jointly issued a Declaration of a State of Emergency (the “COVID-19 Declaration”) in response to COVID-19; and

WHEREAS, there is law potentially limiting the COVID-19 Declaration’s effect to a period of only seven (7) days; and

WHEREAS, the conditions continue to exist requiring the extension of the COVID-19 Declaration; and

WHEREAS, on March 25, 2020, the Mayor and City Manager jointly issued Extension Number 1 to the COVID-19 Declaration;

WHEREAS, on April 1, 2020, the COVID-19 Declaration and Extension Number 1 thereto were duly ratified and approved by the Destin City Council; and

WHEREAS, on April 1, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 2 to the COVID-19 Declaration; and

WHEREAS, on April 6, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 3 to the COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 8, 2020; and

WHEREAS, on April 6, 2020 the Destin City Council authorized and directed the City Manager to issue Extension Number 4 to the COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 15, 2020; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue the First Amended Declaration of State of Emergency relating to the novel coronavirus, COVID-19; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 1 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 27, 2020; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 2 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 4, 2020; and

NOW THEREFORE, in consideration of the recitals above, all of which are incorporated herein below by reference, the City Manager hereby extends the Amended COVID-19 Declaration, and further states:

Section 1. COVID-19 Declaration Extended.

1. The COVID-19 Declaration is hereby extended for the maximum amount of time allowed by law or until the City Council determines that a state of emergency no longer exists. However, this the state of emergency shall not exceed any Executive Order from the Governor revoking or withdrawing Executive Order 20-51 and if Executive Order 20-51 is revoked or withdrawn, then this State of Emergency shall terminate automatically and without further action by the City Manager or City Council.

DULY EXECUTED this 4th day of May, 2020.

Lance Johnson, City Manager

Date: _____

Attest:

Approved as to form and legal
sufficiency:

Rey Bailey, City Clerk

Date: _____

Kyle Bauman, City Attorney

Date: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 20, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kyle Bauman, City Attorney
Kimberly Kopp, Land Use Attorney

DATE: April 14, 2020

SUBJECT: Resolution 20-08 - Permitting the Use of Communications Media Technology to Conduct Quasi-Judicial City Public Hearings

I. BACKGROUND: Executive Order 20-69 permits the City to conduct meetings through the use of communications media technology. On April 1, 2020, the City Council adopted Resolution 20-05, which permits the use of communications media technology to conduct City meetings. Resolution 20-05 further requires the City to adopt specific rules relating to Quasi-judicial public hearings to ensure that such hearings are conducted in accordance with at least the minimum requirements governing due process.

II. DISCUSSION: Resolution 20-08 permits the City and its boards to use communications media technology to conduct Quasi-judicial public hearings. Resolution 20-08 further provides detailed instructions for how quasi-judicial public hearings are to be conducted.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to approve/modify Resolution 20-08 and direct the Mayor to execute the resolution.

Attachments:

1. Reso 20-08 - Permitting use of CMT

to conduct QJs

RESOLUTION 2020-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, PERMITTING THE USE OF COMMUNICATIONS MEDIA TECHNOLOGY TO CONDUCT QUASI-JUDICIAL CITY PUBLIC HEARINGS; PROVIDING FOR UNIFORM RULES WHEN USING COMMUNICATIONS MEDIA TECHNOLOGY; PROVIDING FOR PUBLIC PARTICIPATION; PROVIDING FOR NOTICE TO THE PUBLIC; SUPERCEDING ALL EXISTING INCONSISTENT OR CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Novel Coronavirus Disease 2019 (“COVID-19”) is a severe acute respiratory illness that can spread among humans through respiratory transmission and other potential methods, and presents symptoms similar to those of influenza; and

WHEREAS, in December 2019, a new and substantial outbreak of COVID-19 emerged in Wuhan, China, and has since spread rapidly to 150 countries and territories throughout the World, including the United States, and more specifically Okaloosa County and 26 other counties in the State of Florida; and

WHEREAS, on March 11, 2020, the World Health Organization (“WHO”) declared COVID-19 a pandemic; and

WHEREAS, on March 13, 2020, President of the United States, Donald J. Trump, issued a Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease Outbreak pursuant to section 501 (b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act; and

WHEREAS, no vaccine or drug is currently available to cure or combat COVID-19; and

WHEREAS, The City of Destin, Florida (the “City” or “Destin”) is threatened by COVID-19 because of the apparent ability of the virus to spread rapidly among humans, and COVID-19 thereby constitutes a clear and present threat to the health, safety, and welfare of the citizens and visitors of Destin; and

WHEREAS, the CDC has issued guidelines for “community mitigation strategies” to limit the spread of COVID-19, including recommendations for social distancing, which has proven to be an effective method for containing COVID-19; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order Number 20-52 regarding COVID-19, declaring a state of emergency in the State of Florida and authorizing in

accordance with § 252.38, Florida Statutes, each political subdivision within the State to “waive the procedures and formalities otherwise required of the political subdivision by law pertaining to ... [the] [p]erformance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;” and

WHEREAS, on March 17, 2020, the Okaloosa County Board of County Commissioners declared a local state of emergency; and

WHEREAS, on March 18, 2020, pursuant to Chapter 8, Articles II and III of the City’s Code of Ordinances, the City’s Mayor and City Manager jointly declared a State of Emergency exists in the City; and

WHEREAS, on April 1, 2020, the City Council duly adopted and ratified the Declaration of State of Emergency and this State of Emergency or an amended version of it remains in effect; and

WHEREAS, the Declaration of State of Emergency empowers the City with wide latitude allowing it to adopt any measure allowed by law that is in the best interest of the public’s health, safety, and welfare; and

WHEREAS, on March 20, 2020, Governor DeSantis issued Executive Order Number 20-69, suspending any Florida Statute requiring a quorum to be present in person or requiring a local government body to meet at a specific public place, and allowing local government bodies to utilize communications media technology as provided in § 120.54(5)(b)2., Florida Statutes; and

WHEREAS, on April 1, 2020, the City Council adopted Resolution 20-05, permitting the City to use communications media technology to conduct city meetings;

WHEREAS, Resolution 20-05 further requires the City to adopt specific rules relating to Quasi-judicial public hearings to ensure that such hearings are conducted in accordance with at least the minimum requirements governing due process; and

WHEREAS, § 252.46, Florida Statutes, permits political subdivisions of the state to make, amend, and rescind such orders and rules as are necessary for emergency management purposes and to supplement the carrying out of the provisions of §§252.31-252.90, Florida Statutes; and

WHEREAS, Section 3.11(b), of the City Charter permits the City Council to determine its own rules and order of business; and

WHEREAS, the measures implemented below are as narrowly tailored as possible to protect the public’s health, safety, and wellbeing; and

NOW, THEREFORE, the City Council of the City of Destin, Florida, does hereby declare and establish the following:

Section 1. Recitals.

1. The foregoing recitals are true and correct, and incorporated into this Resolution.

Section 2. Definitions.

2. Terms defined in Resolution 20-05 shall have the same meaning herein. Specifically, the following terms shall have the following meanings, unless the context clearly requires otherwise:

“Board” – Shall mean and the refer to the Destin City Council, and such other advisory boards and committees which are a component of or dependent upon the City and are authorized by the Destin City Council to conduct meetings utilizing CMT.

“Communications Media Technology” – Shall mean the electronic transmission of printed matters, audio, full-motion video, freeze-frame video, compressed video, and digital video by any method available.

“City” – Shall mean the City of Destin, Florida.

“CMT Operator” – the City staff person or other individual designated to oversee and administer the specific CMT to be utilized in connection with a public meeting, including but not limited to the administration and operation of the features of any particular equipment, software, or platform used in connection with a meeting conducted through CMT.

Section 3. Permitting the use of communications media technology to conduct quasi-judicial public hearings.

3. Any Board is hereby authorized to utilize CMT to conduct quasi-judicial public hearings to the maximum extent allowed by law during the time this Resolution is in effect.
4. Resolution 20-05 shall control the procedures of quasi-judicial public hearings to the extent that its terms do not conflict with Resolution 20-08. In the event of any conflict, Resolution 20-08 shall control only in the case of quasi-judicial public hearings.

Section 4. Providing for uniform rules when conducting quasi-judicial public hearings.

5. General Standards. Any Board conducting a quasi-judicial public hearings shall do so in accordance with the minimum requirements governing due process and the conduct of quasi-judicial public hearings provided under Florida law.
6. Notices. In addition to the notice requirement in Section 6 of Resolution 20-05, the notice for any public meeting at which quasi-judicial public hearing items will be considered shall include the email address and physical address of a designated individual to whom an interest person may submit documents, evidence, or materials which they intend to submit for the Board’s consideration.

7. Sworn Testimony. Where sworn testimony is required, the City Attorney, City Clerk, or such other authorized person shall administer the oath either collectively to any person who indicates that he or she wishes to provide sworn testimony or individually as the person is recognized to speak by the Chair or CMT Operator. If a person desires to provide sworn testimony, it is that person's duty, prior to speaking to inform the Chair of the meeting that he or she has not been administered the oath. The City Attorney or City Clerk shall then administer the oath to that individual.
8. Ex Parte Disclosures. Each Board members shall disclose any ex parte communications prior to consideration of the item.
9. Cross-examination. Any party to the quasi-judicial matter shall have the ability to cross-examine any witnesses.
10. Rules of Evidence. General due process rights shall be observed, however, the Rules of Evidence shall not strictly apply. Any evidence, testimony, comment, and argument received by CMT shall be afforded equal consideration as if it were offered in person, and shall be subject to the same objections.
 - a. Documentary Evidence: documentary evidence shall be subject to the following rules:
 - i. Parties: Parties wishing to present documentary evidence may do so in advance of the quasi-judicial public hearing by providing the original or copies of the documentary evidence to the City Clerk. Parties shall also be allowed to present documentary evidence at the quasi-judicial public hearing.
 - ii. Non-parties: Any non-party wishing to present documentary evidence must do so in advance of the quasi-judicial public hearing by providing the original or copies of the documentary evidence to the City Clerk at least 36 hours in advance of the quasi-judicial public hearing. No documentary evidence will be accepted from any member of the public at the quasi-judicial public hearing, either in person or via CMT, unless the Board, by majority vote, elects to receive the documentary evidence.
11. Procedure for Conduct of Quasi-Judicial Matter by CMT. The following procedures shall serve as a general guideline for the conduct of quasi-judicial public hearings by CMT. Strict compliance shall not be required so long as the Board complies with the minimum due process requirements for quasi-judicial hearings described by Florida law.
 - a. The City Attorney shall announce the Application/Matter and read any ordinance to be considered into the record.
 - b. Swearing in of any person, party or non-party, indicating he or she wishes to provide sworn testimony.
 - c. Ex parte disclosures by Board members.
 - d. Staff presentation, including any witnesses presented by staff.
 - e. Applicant presentation, including any witnesses presented by applicant.

- f. Public comment and/or testimony.
- g. Further staff comments.
- h. Further Applicant comments.
- i. Discussion, deliberations, and decision by the Board. If the Board desires the presentation of additional evidence, then additional evidence may be presented.

12. Appeals. City ordinances and general law shall govern any appeal of any quasi-judicial matter. Unless otherwise notified, the City is under no obligation to create or maintain a verbatim transcript of the proceeding and it does not create or maintain a verbatim transcript of the proceeding.

Section 5. Public participation.

13. The public shall be allowed to participate by any of the following manners and means:

- a. A physical access point will be provided, if possible. The access point shall be the City Hall Annex, 4100 Indian Trail Drive, Destin, Florida 32541. Any member of the public attending any meeting physically shall be permitted to make public comment or provide testimony when the Chair of the Board opens the quasi-judicial public hearing up to public comment or testimony. Public comment shall be limited to three minutes per person and individuals may not give any of their time to any other individual.
- b. If it is impossible to provide a physical access point, then the City shall provide an access point through one of the approved platforms described in Section 4, paragraph 5, of Resolution 20-05. Even if a physical access point is provided, the City shall attempt to implement a virtual access point as described therein. If a virtual access point is provided, then members of the public shall be permitted to participate when the Chair of the meeting opens the meeting to public comment and testimony.
- c. The public shall be permitted to send written comments or sworn statement to the City Clerk prior to any Board meetings. Any written comments or sworn statements must be submitted at least 36 hours before the scheduled Board meetings. These written comments or sworn statements shall be submitted by email to the email address designated in the Notice to the Public described in Section 6 of Resolution 20-05 or delivered to City Hall, 4200 Indian Bayou Trail, Destin, Florida 32541. If City Hall is closed, then any person wishing to submit a written comment or sworn statement shall call City Hall prior to delivery and announce that they intend to deliver the written comment or sworn statement at a particular time. Written comments and sworn statements submitted in this manner shall be distributed to the appropriate Board prior to the scheduled meeting and the agenda for the Board meeting shall be republished such that it contains these written public comments and sworn statements. Only written comments and sworn statement conforming to general rules of decorum will be republished on the agenda. Sworn statements must be duly notarized by a notary public and signed by the affiant.

- d. The public shall be permitted to submit written comments or sworn statement during any Board meeting. These written comments and sworn statements shall be submitted to the email address designated in the Notice to the Public described in Section 4 of Resolution 20-05. Prior to the taking of any vote on a quasi-judicial matter, these public comments or sworn statements shall be read into the record by a City staff member, if possible. Each public comment or sworn statement shall be limited to 3 minutes of verbal presentation and no additional time shall be allotted to any comment. To submit a public comment via this subsection, the Subject line of the email must state "Public comment to be read into the record," or substantially similar words. Only written comments conforming to general rules of decorum will be read into the record. Sworn statement must be duly notarized by a notary public and signed by the affiant.

Section 6. Government in the Sunshine.

14. No meeting otherwise subject to § 286.011, Florida Statutes, shall be conducted exclusively by means of CMT if the available technology is insufficient to permit all interested parties to attend. If during the course of a meeting conducted by CMT technical problems develop with the communications network that prevent interested persons from attending, the Board shall terminate the meeting until the problems have been corrected.

Section 7. Inconsistent and conflicting Ordinances and Resolutions superseded.

15. This Resolution shall supersede all inconsistent or conflicting Ordinances and Resolutions to the extent these Ordinances and Resolutions are inconsistent or conflicting for the time this Resolution is in effect.

Section 8. Severability.

16. If any portion of this Resolution is determined by any Court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Resolution.

Section 9. Providing for a termination date

17. This Resolution shall automatically terminate upon the expiration of Executive Order 20-69.

Section 10. Effective Date.

18. This Resolution shall be effective immediately upon adoption.

**PASSED AND DULY ADOPTED BY THE CITY COUNCIL OF THE CITY OF
DESTIN, FLORIDA THIS ___TH DAY OF _____, 2020.**

GARY JARVIS, MAYOR

ATTEST:

REY BAILEY, CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE CITY OF
DESTIN, ONLY:

KYLE S. BAUMAN, ESQ.
CITY ATTORNEY

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 20, 2020

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Julio Lacayo, Interim Finance Director
Lance Johnson, City Manager

FROM: Michael Burgess, Public Services Director

DATE: 04/16/2020

SUBJECT: Milling, Resurfacing and Restriping of a portion of Beach Drive, authorization to execute task orders

I. BACKGROUND: The City of Destin's FY20 budget included a Capital Improvement Project to resurface Beach Drive from US98 to Kelly Street. As this item is over \$15,000, Council authorization is required.

II. DISCUSSION: This highly traveled section of Beach Drive (~4000ft) is experiencing rutting and "alligator" cracking, typical signs of asphalt aging. Asphalt failures of this nature allow for rainwater to enter and compromise the road's base and/or underlying layer of pavement. Normal pavement preservation techniques available to City staff cannot adequately address or repair these type of failures to a level that would be generally acceptable functionally or aesthetically. A map of the project area is included as ATT1.

A. Link to Strategic Goals / Objectives: Improved Mobility and Connectivity, High Quality of Life and Safety for Residents.

B. Effect on Budget (EOB): The quote from H&T Contractors LLC for \$152,952.75 provides for the milling and resurfacing of Beach Drive from US98 to Kelly Street (ATT2). Billing will be based on actual quantities.

The City has received a quote to re-stripe this same section of Beach Drive in the amount of \$29,841.40 from Emerald Coast Striping that includes both temporary paint after milling and thermoplastic after the top layer of asphalt has been applied (ATT3). Again, billing will be based on actual quantities.

Funding for this project will be provided by the Gas Tax (Acct #01300-

312400).

The contracts and bid sheets for both vendors are provided as ATT5 and ATT6.

C. Level of Service (LOS): The paved surface will remain the same width. New striping will be provided and retro-reflective markers installed improving night-time visibility of the road's center and edges.

III. CONCLUSION: By giving authorization to perform this work, staff will coordinate with both continuing service contractors to have this work completed in the next few months.

IV. RECOMMENDED MOTION: I authorize the City Manager to execute a task order consistent with the quotes from H&T Contractors LLC and Emerald Coast Striping to mill, resurface and re-stripe Beach Drive from US98 to Kelly Street in the amount of \$182,794.15.

Attachments:

1. ATT1: Beach Drive Resurfacing Map
2. ATT2: Beach Dr US98 to Kelly St w/ milling quote
3. ATT3: Beach Drive US98 to Kelly striping quote
4. ATT5: Coastline Striping dba Emerald Coast Striping 2015 Misc Road Striping
5. ATT6: H&T Misc Asphaltic Concrete Contract w Bid 2017

Beach Drive Project Area



WORK ORDER**MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT****CONTRACTOR:** H&T Contractors, LLC.**Date:** 2/3/2020**Work Order Number:****Completion Date:****Calendar Days:****Description of Work:** Beach Dr. 98 to Kelly St.

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse)	SY	\$9.50	0.00	
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine)	SY	\$8.50	10985.00	\$ 93,372.50
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	\$7.00	0.00	\$ -
4	Milling of existing asphalt (average 1 in depth)	SY	\$3.00	10985.00	\$ 32,955.00
5	Milling of existing asphalt (average 2 in depth)	SY	\$4.00	0.00	\$ -
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$9.50	0.00	\$ -
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$8.50	0.00	\$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$7.00	0.00	\$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	\$3.50	0.00	\$ -
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	\$3.00	0.00	\$ -
11	Prime Coat	SY	\$0.75	0.00	\$ -
12	Tack Coat	SY	\$0.75	10985.00	\$ 8,238.75
13	Asphalt Cut with Abrasive Blade	LF	\$4.00	0.00	\$ -
14	Concrete Cut with Abrasive Blade	LF	\$4.00	0.00	\$ -
15	Silt Fence	LF	\$2.00	0.00	\$ -
16	Straw Waddle	LF	\$3.00	0.00	\$ -
17	Manhole Adjustment	EACH	\$400.00	0.00	\$ -
18	Valve Box Adjustment	EACH	\$150.00	0.00	\$ -
19	Removal of Concrete over 6 inches	SY	\$7.50	0.00	\$ -
20	Removal of Asphalt up to 4 inches thick	SY	\$6.00	0.00	\$ -
21	Removal of Asphalt over 4 inches	SY	\$6.00	0.00	\$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	\$12.00	0.00	\$ -
23	Clear & Grub	SY	\$0.22	0.00	\$ -
24	Debris Hauling	CY	\$12.00	0.00	\$ -
25	Tree trimming	HR	\$150.00	0.00	\$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	\$150.00	0.00	\$ -
27	Guardrail (FDOT Index 400)	LF	\$125.00	0.00	\$ -
28	Mobilization	LUMP	\$2,500.00	1.00	\$ 2,500.00
29	12" inch RCP provided, delivered, and installed	LF	\$28.00	0.00	\$ -
30	15" inch RCP provided, delivered, and installed	LF	\$29.00	0.00	\$ -
31	18" inch RCP provided, delivered, and installed	LF	\$34.00	0.00	\$ -
32	24" inch RCP provided, delivered, and installed	LF	\$42.00	0.00	\$ -
33	30" inch RCP provided, delivered, and installed	LF	\$55.00	0.00	\$ -
34	36" inch RCP provided, delivered, and installed	LF	\$65.00	0.00	\$ -
35	42" inch RCP provided, delivered, and installed	LF	\$90.00	0.00	\$ -
36	48" inch RCP provided, delivered, and installed	LF	\$120.00	0.00	\$ -

*Payment shall be made on actual work performed, as measured in field.

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$20.00	0.00	\$ -
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$22.00	0.00	\$ -
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$25.00	0.00	\$ -
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$30.00	0.00	\$ -
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$38.00	0.00	\$ -
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$47.00	0.00	\$ -
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$85.00	0.00	\$ -
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$95.00	0.00	\$ -
45	Concrete Headwall or Drainage Structure	CY	\$600.00	0.00	\$ -
46	Mitered end section – medium 12 inches to 15 inches	EACH	\$800.00	0.00	\$ -
47	Mitered end section – large 18 inches to 24 inches	EACH	\$4,000.00	0.00	\$ -
48	Concrete flume (4 in thick)	SY	\$48.00	0.00	\$ -
49	Inlet Apron (4 in thick)	SY	\$48.00	0.00	\$ -
50	Raise existing inlet (assume 3 in adjustment)	EACH	\$1,000.00	0.00	\$ -
51	Lower existing inlet (assume 3 in adjustment)	EACH	\$800.00	0.00	\$ -
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	\$600.00	0.00	\$ -
53	Excavation and Haul Off	CY	\$8.00	0.00	\$ -
54	Well Points	DAY	\$3,500.00	0.00	\$ -
55	Grout (joint)	EACH	\$500.00	0.00	\$ -
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	\$8.00	0.00	\$ -
57	Swale Installation (grading)	CY	\$10.00	0.00	\$ -
58	Concrete Collar (any size)	EACH	\$400.00	0.00	\$ -
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	\$200.00	0.00	\$ -
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	\$400.00	0.00	\$ -
61	6 inch Drain pipe	LF	\$15.00	0.00	\$ -
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	\$2,500.00	0.00	\$ -
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	\$48.00	0.00	\$ -
64	Concrete Sidewalk – 4 inches thick installed	SY	\$43.00	0.00	\$ -
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	\$15.00	0.00	\$ -
66	Concrete Type "D" Curb fiber reinforced	LF	\$25.00	0.00	\$ -
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	\$18.00	0.00	\$ -
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	\$18.00	0.00	\$ -
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	\$17.00	0.00	\$ -
70	ADA truncated dome mat installation	SF	\$40.00	0.00	\$ -
71	Traffic Control (MOT) cost	DAY	\$1,500.00	4.00	\$ 6,000.00
72	Bermuda Sod installed	SY	\$5.40	0.00	\$ -
73	St Augustine Sod installed	SY	\$6.75	0.00	\$ -
74	Centipede Sod installed	SY	\$3.30	0.00	\$ -
75	Irrigation Repair	HR	\$75.00	0.00	\$ -
76	Type "C" inlet installed (depth 6-10 ft)	EACH	\$4,000.00	0.00	\$ -
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	\$6,000.00	0.00	\$ -
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	\$2,500.00	0.00	\$ -

Total

\$ 143,066.25

Additional Contract Items

Item No.	Description	Unit	Unit Price	Quantity	Extension
79	Asph Reinforcing Fibers for 2" Thick Pvm Contractor Provided	SY	\$ 1.20	-	
81	Asph Reinforcing Fibers for 1.5" Thick Pvm Contractor Provided	SY	\$ 0.90	10,985	\$ 9,886.50
83	Asph Reinforcing Fibers for 1" Thick Pvm Contractor Provided	SY	\$ 0.55	-	\$ -
			Total		\$ 152,952.75
Contingent Items from Price Sheet		LS	Total		
			Grand Total		\$ 152,952.75

CONTRACTOR REPRESENTATIVE: _____

DATE _____

*Payment shall be made on actual work performed, as measured in field.

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

*Payment shall be made on actual work performed, as measured in field.



1901 East Ave.
Panama City, FL 32405
Phone (850) 215-4875 Fax (850) 271-4875

Proposal

DATE March 5, 2020
Quotation # Beach Drive
US 98 to Kelly Street

Proposal To:
City of Destin

Comments or special instructions:

0 Sf of Removal has been included.

Any Reduction in Scope to the quantities shown below may adjust the below listed Unit prices

This is a unit price bid, any additions will be paid at the unit prices given.

By accepting this proposal, you accept all terms with it.

Please allow two weeks advance notice for scheduling of crews

DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT
6" Solid White Painted Markings (one coat, one lift)	LF	6874	\$0.55	\$3,780.70
6" Solid Yellow Painted Markings (one coat, one lift)	LF	7002	\$0.55	\$3,851.10
12" Solid White Painted Markings (one coat, one lift)	SF	395	\$2.00	\$790.00
24" Solid White Painted Markings (one coat, one lift)	SF	320	\$2.00	\$640.00
Standard Painted Directional Arrow (one coat, one lift)	SF	75	\$2.00	\$150.00
Standard Painted Message (one coat, one lift)	SF	216	\$2.00	\$432.00
One Lift, Painted Markings)				\$9,643.80
6" Solid White, Standard Thermoplastic	LF	6874	\$1.10	\$7,561.40
6" Solid Yellow, Standard Thermoplastic	LF	7002	\$1.10	\$7,702.20
12" Solid White, Standard Thermoplastic	SF	395	\$4.00	\$1,580.00
24" Solid White, Standard Thermoplastic	SF	320	\$4.00	\$1,280.00
Standard Thermoplastic Directional Arrow	SF	75	\$4.00	\$300.00
Standard Thermoplastic Message	SF	216	\$4.00	\$864.00
Reflective Pavement Markers (Install)	EA	182	\$5.00	\$910.00
Total Thermoplastic Markings:				\$20,197.60
TOTAL				\$29,841.40

If you have any questions concerning this quotation, contact Aric Bailey at (850)867-3750 or by email at aric@ecstriping.com

THANK YOU FOR YOUR BUSINESS!

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES CONTRACT

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

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

1. Entire Contract:

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

2. Intent of Contract:

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

3. Term of Contract and Time Extensions:

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

4. Time for Performance:

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

5. Compensation:

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

6. Changes in the Work:

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

7. Insurance:

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

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

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

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

12. Termination for Default:

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

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

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

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

13. Termination for Convenience:

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

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

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

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

15.2 Severability

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

15.3 Sovereign Immunity

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

15.4 Construction

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

15.5 Attorney's Fees

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

15.6 Notices

All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

15.7 Public Records

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

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

As to the City:

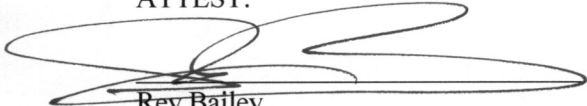
Greg Kisela
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

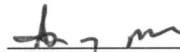
Emerald Coast Striping LLC, dba Coastline Striping
8840 Fowler Avenue
Pensacola, FL 32534

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

ATTEST:

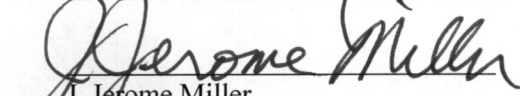

Rey Bailey
City Clerk

CITY OF DESTIN

By: 
Greg Kisela
City Manager

SEAL

APPROVED AS TO LEGAL FORM:


J. Jerome Miller
City Attorney

Emerald Coast Striping LLC, dba Coastline Striping
CONTRACTOR:

By: 
(Signature)

BRAD DUNN
(Printed Name)


Witness


Witness

Its: General Manager
(Title)

EXHIBIT A

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

BID FORM

PART I Bid submitted by:

Company: Emerald Coast Striping DBA Coastline Striping, Inc.

Address: 8840 Fowler Avenue

City & State: Pensacola, FL

Zip Code: 32534

Telephone: (850-477-4484

Fax: (850-477-4481

Number of Years in Business: 10 Yrs

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

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

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

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

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

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

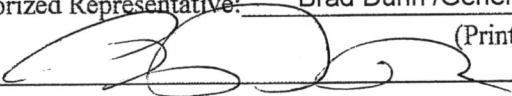
PART III Certifications:

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

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

Signature and Certification:

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

Signature:  (Print or Type)

Date of Bid: August 20, 2015

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

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

END OF BID FORM

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

On December 7, 2017 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of H&T Contractors, LLC., herein referred to as the **Contractor**, to supply miscellaneous asphaltic concrete services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

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

1. Entire Contract:

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

2. Intent of Contract:

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

3. Term of Contract and Time Extensions:

This contract will be in effect from October 1, 2017 through September 30, 2018 and is for supplying the City with miscellaneous asphaltic concrete services.

4. Time for Performance:

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

5. Compensation:

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

6. Changes in the Work:

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

7. Insurance:

Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, Auto Liability

Insurance, Builder's Risk Insurance, all with companies and in the form and amounts acceptable to the City. Said certificates of insurance of contractor are attached hereto and made a part hereof by reference. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors.

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

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

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

12. Termination for Default:

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

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

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

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

13. Termination for Convenience:

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

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

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

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

15.2 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or

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

15.3 Sovereign Immunity

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

15.4 Construction

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

15.5 Jury Trial Waiver

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

15.6 Attorney's Fees

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

15.7 Notices

All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

15.8 Public Records

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

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

As to the City:

Carisse LeJeune
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

H&T Contractors, , LLC
376 Ben King Road
Freeport, FL 32439

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 20th day of December, 2017.

ATTEST:


Rey Bailey
City Clerk

CITY OF DESTIN

By: Carisse LeJeune
Carisse LeJeune
City Manager

SEAL

H&T Contractors, LLC
CONTRACTOR:

By: Heather Bailey
(Signature)

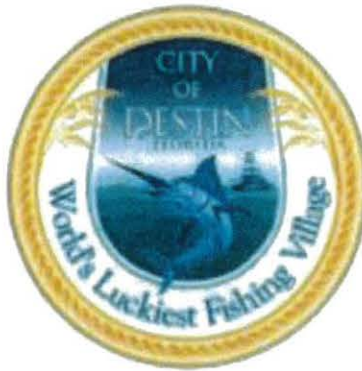
Heather Bailey
(Printed Name)

Misty Shaw
Witness

Janice Wilbur
Witness

Its: Managing Member
(Title)

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 18-01-PS
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT



City of Destin, Florida
August 2017

A handwritten signature in black ink, appearing to read "Carisse LeJuene", is written over a horizontal line.

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

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT
BID FORM

PART I Bid submitted by:

Company: H&T Contractors, L.L.C.

Address: 376 Ben King Road

City & State: Freeport, Florida Zip Code: 32439

Telephone: () 850-835-0231 Fax: () 850-835-5123 E-Mail jerry@h-tcontractors.com

Number of Years in Business: 9.5 years, since April 15, 2008

PART II Bidding RFB No. 18-01-PS, Miscellaneous Asphaltic Concrete Continuing Services Contract, as follows:

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

1. Contractor must be FDOT MOT certified.
2. Contractor must be properly licensed by the state to perform underground utility and excavation work.

Item No.	Description SEE ATTACHED AMENDED SOV	Unit	Unit Price
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse)	SY	
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine)	SY	
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	
4	Milling of existing asphalt (average 1 in depth)	SY	
5	Milling of existing asphalt (average 2 in depth)	SY	
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	
11	Prime Coat	SY	
12	Tack Coat	SY	
13	Asphalt Cut with Abrasive Blade	LF	

14	Concrete Cut with Abrasive Blade	LF	
15	Silt Fence	LF	
16	Straw Waddle	LF	
17	Manhole Adjustment	EACH	
18	Valve Box Adjustment	EACH	
19	Removal of Concrete over 6 inches	SY	
20	Removal of Asphalt up to 4 inches thick	SY	
21	Removal of Asphalt over 4 inches	SY	
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	
23	Clear & Grub	SY	
24	Debris Hauling	CY	
25	Tree trimming	HR	
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	
27	Guardrail (FDOT Index 400)	LF	
28	Mobilization	LUMP	
29	12" inch RCP provided, delivered, and installed	LF	
30	15" inch RCP provided, delivered, and installed	LF	
31	18" inch RCP provided, delivered, and installed	LF	
32	24" inch RCP provided, delivered, and installed	LF	
33	30" inch RCP provided, delivered, and installed	LF	
34	36" inch RCP provided, delivered, and installed	LF	
35	42" inch RCP provided, delivered, and installed	LF	
36	48" inch RCP provided, delivered, and installed	LF	
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	
45	Concrete Headwall or Drainage Structure	CY	
46	Mitered end section – medium 12 inches to 15 inches	EACH	
47	Mitered end section – large 18 inches to 24 inches	EACH	
48	Concrete flume (4 in thick)	SY	
49	Inlet Apron (4 in thick)	SY	
50	Raise existing inlet (assume 3 in adjustment)	EACH	
51	Lower existing inlet (assume 3 in adjustment)	EACH	
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	
53	Excavation and Haul Off	CY	
54	Well Points	DAY	
55	Grout (joint)	EACH	

56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	
57	Swale Installation (grading)	CY	
58	Concrete Collar (any size)	EACH	
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	
61	6 inch Drain pipe	LF	
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	
64	Concrete Sidewalk - 4 inches thick installed	SY	
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	
66	Concrete Type "D" Curb fiber reinforced	LF	
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	
70	American Disabilities Act (ADA) truncated dome mat installation	SF	
71	Traffic Control (MOT) cost	DAY	
72	Bermuda Sod installed	SY	
73	St Augustine Sod installed	SY	
74	Centipede Sod installed	SY	
75	Irrigation Repair	HR	

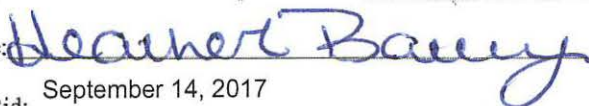
To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

PART III Certifications:

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

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

Signature and Certification:

Name and Title of Authorized Representative: Heather Bailey, Managing Member
 Signature:  (Print or Type)
 Date of Bid: September 14, 2017

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

Item No.	Description	Unit	Unit Price
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse)	SY	9.50
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine)	SY	8.50
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	7.00
4	Milling of existing asphalt (average 1 in depth)	SY	3.00
5	Milling of existing asphalt (average 2 in depth)	SY	4.00
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	9.50
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	8.50
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	7.00
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	3.50
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	3.00
11	Prime Coat	SY	.75
12	Tack Coat	SY	.75
13	Asphalt Cut with Abrasive Blade	LF	4.00
14	Concrete Cut with Abrasive Blade	LF	4.00
15	Silt Fence	LF	2.00
16	Straw Waddle	LF	3.00
17	Manhole Adjustment	EACH	400.00
18	Valve Box Adjustment	EACH	150.00
19	Removal of Concrete over 6 inches	SY	7.50
20	Removal of Asphalt up to 4 inches thick	SY	6.00
21	Removal of Asphalt over 4 inches	SY	6.00
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	12.00
23	Clear & Grub	SY	.22
24	Debris Hauling	CY	12.00
25	Tree trimming	HR	150.00
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	150.00
27	Guardrail (FDOT Index 400)	LF	125.00
28	Mobilization	LUMP	2,500.00
29	12" inch RCP provided, delivered, and installed	LF	28.00
30	15" inch RCP provided, delivered, and installed	LF	29.00
31	18" inch RCP provided, delivered, and installed	LF	34.00
32	24" inch RCP provided, delivered, and installed	LF	42.00
33	30" inch RCP provided, delivered, and installed	LF	55.00
34	36" inch RCP provided, delivered, and installed	LF	65.00
35	42" inch RCP provided, delivered, and installed	LF	90.00
36	48" inch RCP provided, delivered, and installed	LF	120.00
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	20.00
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	22.00
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	25.00
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	30.00
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	38.00
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	47.00
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	85.00
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	95.00

45	Concrete Headwall or Drainage Structure	CY	600.00
46	Mitered end section – medium 12 inches to 15 inches	EACH	800.00
47	Mitered end section – large 18 inches to 24 inches	EACH	4,000.00
48	Concrete flume (4 in thick)	SY	48.00
49	Inlet Apron (4 in thick)	SY	48.00
50	Raise existing inlet (assume 3 in adjustment)	EACH	1,000.00
51	Lower existing inlet (assume 3 in adjustment)	EACH	800.00
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	600.00
53	Excavation and Haul Off	CY	8.00
54	Well Points	DAY	3,500.00
55	Grout (joint)	EACH	500.00
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	8.00
57	Swale Installation (grading)	CY	10.00
58	Concrete Collar (any size)	EACH	400.00
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	200.00
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	400.00
61	6 inch Drain pipe	LF	15.00
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	2,500.00
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	48.00
64	Concrete Sidewalk – 4 inches thick installed	SY	43.00
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	15.00
66	Concrete Type "D" Curb fiber reinforced	LF	25.00
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	18.00
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	18.00
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	17.00
70	American Disabilities Act (ADA) truncated dome mat installation	SF	40.00
71	Traffic Control (MOT) cost	DAY	1,500.00
72	Bermuda Sod installed	SY	5.40
73	St Augustine Sod installed	SY	6.75
74	Centipede Sod installed	SY	3.30
75	Irrigation Repair	HR	75.00

76	Type "C" inlet installed (depth 6-10 ft)	EACH	4,000.00
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	6,000.00
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	2,500.00

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

END OF BID FORM

Conceptual Quantities for Typical Asphalt Paving Project

DEMOLITION	QTY	UNIT
Clear & Grub	2,700	SY
Tree Trimming	20	Per Hr
Removal of Asphalt up to 4" thick	4,000	SY
Removal of Sand Clay Base 6" thick	4,000	SY
Asphalt Cut with Abrasive Blade	200	LF
Removal of Concrete Ribbon Curb	300	SY

PAVING	QTY	UNIT
2" Type SP-12.5 Asphalt Concrete Superpave (Coarse)	2300	SY
1 1/2" Type SP-12.5 Asphalt Concrete Superpave (Fine)	1000	SY
1" Type SP-9.5 Asphalt Concrete Overlay (Fine)	700	SY
Milling of Existing Asphalt (average 1" depth)	1,000	SY
Milling of Existing Asphalt (average 1" depth)	1,750	SY
Prime Coat	4,070	SY
Tack Coat	2,750	SY
6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	2,700	SY
8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	1,300	SY
Stabilized Subbase 12"	500	SY

TRAFFIC MAINTENANCE	QTY	UNIT
Traffic Control (MOT) cost	30	Day

CONCRETE	QTY	UNIT
Concrete Sidewalk 4" thick, installed	1,500	SY
Concrete Ribbon Curb, 12" wide X 8" deep	2,450	LF
Type C Inlet	2	EA

SOD & EROSION CONTROL		QTY	UNIT
Sodding		700	SY
Fill Dirt provided, delivered, spread and compacted on grade		120	CY
Hay Bales		20	EA
Swale Installaion (grading)		75	CY
Silt Fence		2200	LF
MISCELLANEOUS		QTY	UNIT
Irrigation heads		50	EA
Manhole Adjustment		6	EA
Valve Box Adjustment		10	EA
Irrigation Piping		1300	LF

ATTACHMENT #1

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 18-01-PS,

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract to the City of Destin, FL.

2. This sworn statement is submitted by H&T Contractors, LLC whose
business address is 376 Ben King Road, Freeport, FL 32439

and (if applicable) Federal Employer Identification Number (FEIN) is 26-2414585 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Heather Bailey and my relationship to the entity named
above is Managing Member

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

City of Destin, Florida

RFB No. 18-01-PS, Miscellaneous Asphaltic Concrete Continuing Services Contract

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

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

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

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

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

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

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

Heather Bailey
(Signature)

Date: September 14, 2017

STATE OF FLORIDA
COUNTY OF WALTON

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 14th day of September, 2017, and is personally known to me, or has provided _____ as identification.

Janice Wilson
Notary Public

My Commission expires:



Janice Wilson
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG064385
Expires 4/29/2021

ATTACHMENT #2

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 18-01-PS,

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: H&T Contractors, LLC

ADDRESS: 376 Ben King Road

CITY: Destin STATE: FL ZIP CODE: 32439

TELEPHONE NUMBER: 850-835-0231

SIGNATURE: Heather Bailey DATE: 09/14/2017

NAME (TYPED OR PRINTED): Heather Bailey

TITLE: Managing Member



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

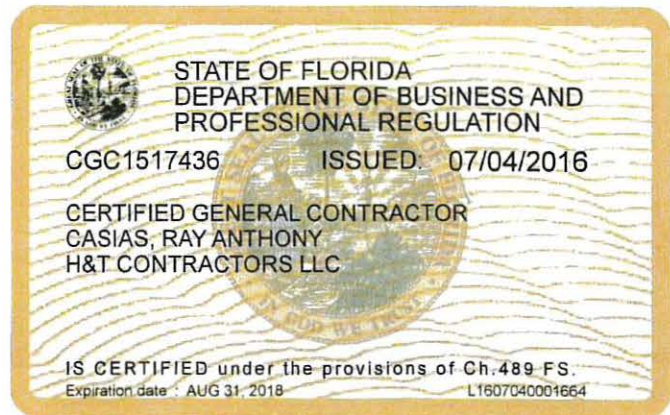
(850) 487-1395

**CASIAS, RAY ANTHONY
H&T CONTRACTORS LLC
15199 HWY 331 BUSINESS
PO BOX 9
FREEPORT FL 32439**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

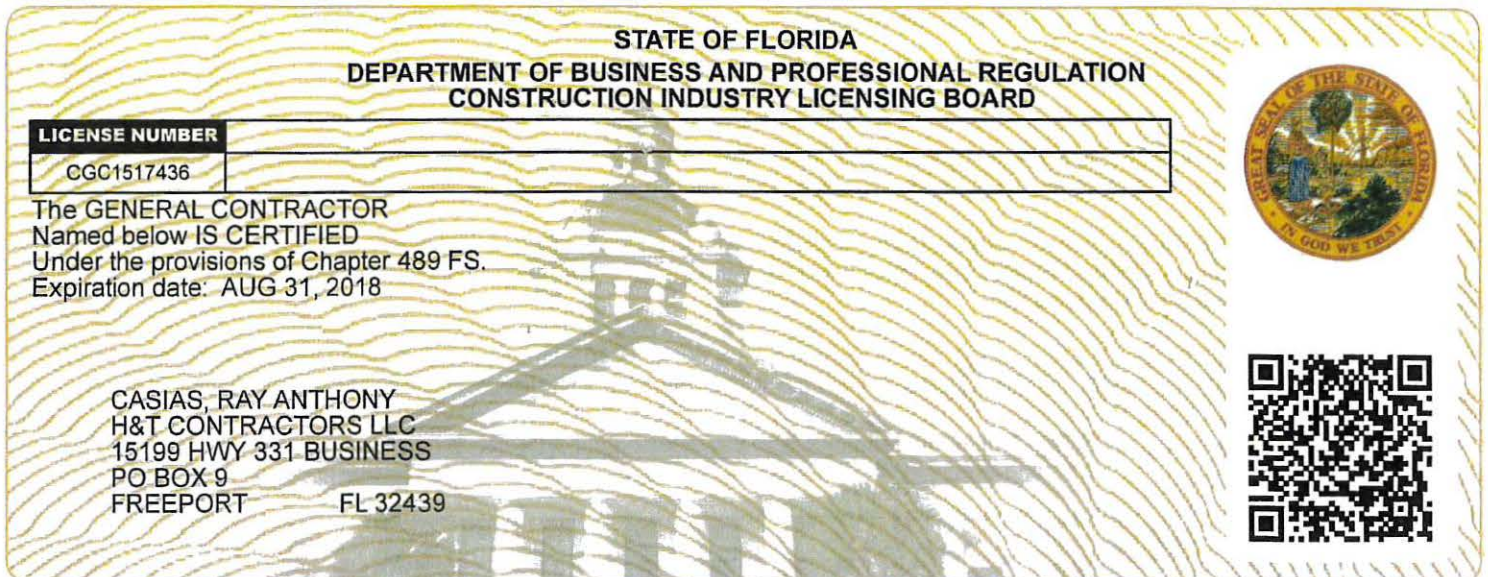
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



ISSUED: 07/04/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607040001664



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

RACHEL D. CONE
INTERIM SECRETARY

May 9, 2017

H & T CONTRACTORS, LLC
PO BOX 9
FREEPORT FL 32439

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2018. However, the new application is due 4/30/2018.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, SIDEWALK

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cj

ADDENDUM #1

**CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT**

SEPTEMBER 5, 2017

This addendum forms a part of the Contract Documents and modifies the original bid documents dated August 21, 2017. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so shall subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project. Clarifications for questions below:

Clarification:

1. The current bid documents shall be revised **from:** "The City intends to enter into contract with multiple service providers in order to meet seasonal demand for these services." **To:** The City intends to enter into contract with one service provider.
2. The bid item list has been modified to include additional items. Use the attached list to submit pricing for bidding purposes.
3. A calendar day timeline will be negotiated for each work order to allow for proper time to complete the work items, these timelines will on occasion have hard completion dates as well as liquidated damages of \$500.00 per day.

The bid opening date is Thursday, September 14, 2017, at 2 pm.

END OF ADDENDUM #1

A copy of this Addendum #1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #1 is hereby acknowledged:

JOHN B. IRVIN, IV
Print Name


Signature

9/05/2017
Date

ADDENDUM #2

**CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT**

SEPTEMBER 7, 2017

This addendum forms a part of the Contract Documents and modifies the original bid documents dated August 21, 2017. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so shall subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project. Clarifications for questions below:

Contractor Question:

- With there being no quantity given, Will you explain what the basis of award will be and how the city intends to calculate the award?

Response:

- The scoring for this award will be done utilizing the Conceptual Quantities for Typical Asphalt Paving Project as listed in the bid packet. The submitted unit pricing will be applied to these quantities allowing for weighted totals. Any items that are not listed in the Conceptual Quantities for Typical Asphalt Paving Project will be tallied as one unit and then summed into the final total. The grand total will be utilized to identify the lowest bidder which if deemed responsive will then be submitted to the City of Destin Bid Committee for concurrence.
- Please utilize the checklist within the bid packet to verify that all necessary documents are being provided for bid submission.

The bid opening date is Thursday, September 14, 2017, at 2 pm.

END OF ADDENDUM #2

A copy of this Addendum #2 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #2 is hereby acknowledged:

JOHN B. IRVIN, IV
Print Name


Signature

9/07/2017
Date

ADDENDUM #3

**CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT**

SEPTEMBER 11, 2017

This addendum forms a part of the Contract Documents and modifies the original bid documents dated August 21, 2017. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so shall subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project. Clarifications for questions below:

Contractor Question:

- The Checklist on page 4 of the bid documents lists under number 14 for a bid bond or cashier's check, is a bid bond required for this contract?

Response:

- No bid bond or cahiers check is required for the submittal a bid for the Miscellaneous Asphaltic Concrete Continuing Services Contract bid.

The bid opening date is Thursday, September 14, 2017, at 2 pm.

END OF ADDENDUM #3

A copy of this Addendum #3 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #3 is hereby acknowledged:

JOHN B. LAVIN, IV

Print Name



Signature

9/11/2017

Date

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

H&T Contractors, L.L.C.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☒ Partnership
☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ **P.....**
☐ Other (see instructions) ▶

☐ Exempt
payee

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

376 Ben King Road, P.O. Box 9

City, state, and ZIP code

Freeport, Florida 32439

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number

or

Employer identification number

26

2414585

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

9/14/2017

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

H&T Contractors, LLC
Current Work to Complete

JOB	Amount to Complete	General Contractor/ Owner
South Walton Utility	\$ 1,520,892.00	South Walton Utility Co., Inc.
The ARC of Emerald Coast	\$ 244,545.00	Lord & Son Construction. Inc.
Beginnings Preschool	\$ 50,539.00	Beauchamps Commercial, LLC
Building T	\$ 191,665.00	Crossland Construction, Inc.
Crestview Crossing	\$ 623,835.00	Design/Build Systems, Inc.
Dixie Electric Car	\$ 141,745.00	Design/Build Systems, Inc.
Fire House No. 1	\$ 107,028.00	Lord & Son Construction. Inc.
FWB Medical Center	\$ 392,233.00	J.E. Dunn Construction Company
Golf Course Drive	\$ 165,889.00	City of Ft. Walton Beach, FL
HVAC Pipe Replacement	\$ 13,924.00	Bayou Mechanical, Inc.
McKinnon Bridge	\$ 153,145.00	Walton County, FL
New Bama Steel	\$ 82,061.00	Design/Build Systems, Inc.
Magnolia Renalus Medical	\$ 2,725.00	Hanto & Clarke
Reserve at Washington Point	\$ 2,307,589.00	Moss & Associates, LLC
Rosemary Beach	\$ 104,982.00	Lord & Son Construction. Inc.
Tiger Point	\$ 2,956,520.00	Benning Construction Company
	<u>\$ 9,059,317.00</u>	

OKALOOSA COUNTY TAX COLLECTOR
BEN ANDERSON

2017 - 2018

OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT
STATE OF FLORIDA

RECEIPT NO. 3600100745937
EXPIRES SEPTEMBER 30, 2018

BUSINESS NAME H AND T CONTRACTORS LLC
RAY ANTHONY CASIAS QUALIFIER

TYPE OF BUSINESS Regulated

BUSINESS ADDRESS 376 BEN KING RD
FREEPORT, FL 32439

MAKE CHECKS PAYABLE TO: Okaloosa County Tax Collector
P.O. Box 1387, Niceville, FL 32588

H AND T CONTRACTORS LLC
PO BOX 9
FREEPORT, FL 32439

OKALOOSA COUNTY
Tax Collector
View Your Account Online



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

Paid 0-17004456 35.00 07/10/2017

X 
SIGN AND DISPLAY AS REQUIRED
I SWEAR THAT THIS LOCAL BUSINESS TAX RECEIPT IS MADE FOR
THE BUSINESS OR PROFESSION INDICATED HEREON AND IS TRUE
AND CORRECT. THE APPLICATION MUST COMPLY WITH STATE AND
LOCAL ORDINANCE, INCLUDING ZONING.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2017

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

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

PRODUCER Daniels Commercial Insurance, LLC 248 W. Garden St. Pensacola FL 32502		CONTACT NAME: Daniels Commercial Insurance, LLC PHONE (A/C, No, Ext): 850-308-7710 E-MAIL ADDRESS: service@dcinsllc.com FAX (A/C, No): 850-308-7716	
INSURED H&T Contractors, LLC P.O. Box 9 Freeport FL 32439-0009		INSURER(S) AFFORDING COVERAGE INSURER A: BITCO General Insurance Corporation INSURER B: Great American Insurance Company INSURER C: AGCS Marine Insurance Company INSURER D: INSURER E: INSURER F:	
H&TCONT-01		NAIC # 20095 16691 22837	

COVERAGES

CERTIFICATE NUMBER: 764942720

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y		CLP3651026	3/10/2017	3/10/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ ☒ PIP	Y		CAP3651027	3/10/2017	3/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ DED ☒ RETENTION \$10,000 ☐ CLAIMS-MADE			TUU025584705	3/10/2017	3/10/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		☐ Y/N ☒ N/A	WC3651025	3/10/2017	3/10/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Contractor's Equipment Leased/Rented Equipment			MXI93076089	3/10/2017	3/10/2018	Equipment Floater Max per Item Schedule on File \$300,000

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

RE: Request for Bids (RFB) No. 18-01-PS, Miscellaneous Asphaltic Concrete Continuing Services Contract. Certificate holder is an Additional Insured as respects General Liability & Automobile Liability if required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 20, 2020**TYPE OF AGENDA ITEM:** City Manager Report

TO: City Council**THRU:** Lance Johnson, City Manager
Julio Lacayo, Interim Finance Director**FROM:** Michael Burgess, Public Services Director**DATE:** 04/16/2020**SUBJECT:** FY20 Re-Striping Projects, authorization to execute a Task Order

I. BACKGROUND: The City of Destin's FY20 budget has allocated \$65,000 for the re-striping of City streets. Three streets have been identified that require re-striping for FY20.

II. DISCUSSION: The thermoplastic striping on Regatta Bay Blvd-Dolphin Street, Gulf Shore Drive (Sandpiper Cove to Norriego Point) and Scenic 98 (Tarpon Street to Matthew Blvd.) is severely faded and many of the reflective pavement markers (RPMs) are missing. Quotes have been provided for these projects as ATT1, ATT2 & ATT3. Maps of the project areas has been provided as ATT4 and ATT5.

A. Link to Strategic Goals / Objectives: Improved Mobility and Connectivity, High Quality of Life and Safety for Residents

B. Effect on Budget (EOB): The City of Destin's FY20 budget allocated \$60,000 for road striping with \$53,827.20 remaining (acct# 0154160.534402). The cost of re-striping these three streets totals \$76,582.50. The Public Works and Safety Committee passed a motion recommending the remaining \$22,755.30 to be paid from the half-cent Surtax funds.

C. Level of Service (LOS): New road striping and new retro-reflective pavement markers will increase a driver's ability to discern the road's center-line and edges in low-light environments thereby increasing public safety.

III. CONCLUSION: By passing this motion, staff will coordinate the re-striping of these three streets within next few weeks.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to execute a Task Order with Emerald Coast Striping for the re-striping of Regatta Bay Road-Dolphin Street, Gulf Shore Drive (from Sandpiper Cove to Norriego Point) and Scenic Highway 98 from Tarpon Street to Matthew Blvd in the amount of \$76,582.50 to be funded by general funds and discretionary surtax funds, and approve staff to make any necessary budget adjustments.

Attachments:

1. ATT1: Regatta Bay Road-Dolphin Street re-striping quote
2. ATT2: Gulf Shore Drive (Sandpiper Cove to Norriego Point) re-striping quote
3. ATT3: Scenic 98 Tarpon St. to Matthew Blvd. re-striping quote
4. ATT4: Gulf Shore Drive Re-striping map
5. ATT5: Regatta Dolphin Scenic 98 re-striping map
6. ATT6: Coastline Striping dba Emerald Coast Striping 2015 Misc Road Striping contract

**EMERALD COAST
STRIPING, L.L.C.**

1901 East Ave.
Panama City, FL 32405
Phone (850) 215-4875 Fax (850) 271-4875

Proposal

DATE December 3, 2019
Quotation # Dalphin St / Regatta Bay

Proposal To:
City of Destin

Comments or special instructions:

Any Reduction in Scope to the quantities shown below may adjust the below listed Unit prices
This is a unit price bid, any additions will be paid at the unit prices given.
By accepting this proposal, you accept all terms with it.
Please allow two weeks advance notice for scheduling of crews

DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT
4" Solid Yellow Thermoplastic with Reflective Beads	LF	5030	\$0.65	\$3,269.50
4" Solid White Thermoplastic with Reflective Beads	LF	4972	\$0.65	\$3,231.80
12" Solid White, Standard Thermoplastic with Reflective Beads	SF	598	\$4.00	\$2,392.00
24" Solid White, Standard Thermoplastic with Reflective Beads	SF	244	\$4.00	\$976.00
Standard Thermoplastic Directional Arrows with Reflective Beads	SF	51	\$4.00	\$204.00
Standard Thermoplastic Stop Message with Reflective Baads	SF	66	\$4.00	\$264.00
Thermoplastic Yield Bar with Reflective Beads	SF	12	\$4.00	\$48.00
Reflective Pavement Markers	EA	150	\$5.00	\$750.00
TOTAL				\$ 11,135.30

If you have any questions concerning this quotation, contact Aric Bailey at (850)867-3750 or by email at aric@ecstriping.com

THANK YOU FOR YOUR BUSINESS!

**EMERALD COAST
STRIPING, L.L.C.**

1901 East Ave.
Panama City, FL 32405
Phone (850) 215-4875 Fax (850) 271-4875

Proposal

DATE December 3, 2019
Quotation # Gulf Shores Drive (Signal at Sandpiper to Norriegr

Proposal To:
City of Destin

Comments or special instructions:

Any Reduction in Scope to the quantities shown below may adjust the below listed Unit prices
This is a unit price bid, any additions will be paid at the unit prices given.
By accepting this proposal, you accept all terms with it.
Please allow two weeks advance notice for scheduling of crews

DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT
4" Solid Yellow Thermoplastic with Reflective Beads	LF	16320	\$0.65	\$10,608.00
4" Solid White Thermoplastic with Reflective Beads	LF	16798	\$0.65	\$10,918.70
4" Skip (10-30) Yellow Thermoplastic with Reflective Beads	LF	2068	\$0.55	\$1,137.40
4" Skip (10-30) White Thermoplastic with Reflective Beads	LF	2234	\$0.55	\$1,228.70
12" Solid White, Standard Thermoplastic with Reflective Beads	SF	858	\$4.00	\$3,432.00
24" Solid White, Standard Thermoplastic with Reflective Beads	SF	258	\$4.00	\$1,032.00
Standard Thermoplastic Directional Arrows with Reflective Beads	SF	85	\$4.00	\$340.00
Standard Thermoplastic Stop Message with Reflective Baads	SF	0	\$4.00	\$0.00
Thermoplastic Yield Bar with Reflective Beads	SF	0	\$4.00	\$0.00
Reflective Pavement Markers	EA	519	\$5.00	\$2,595.00
TOTAL				\$ 31,291.80

If you have any questions concerning this quotation, contact Aric Bailey at (850)867-3750 or by email at aric@ecstriping.com

THANK YOU FOR YOUR BUSINESS!



1901 East Ave.
Panama City, FL 32405
Phone (850) 215-4875 Fax (850) 271-4875

Proposal

DATE March 5, 2020
Quotation # Scenic 98
Tarpon St to Matthew St

Proposal To:
City of Destin

Comments or special instructions:

0 Sf of Removal has been included.
Any Reduction in Scope to the quantities shown below may adjust the below listed Unit prices
This is a unit price bid, any additions will be paid at the unit prices given.
By accepting this proposal, you accept all terms with it.
Please allow two weeks advance notice for scheduling of crews

DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT
6" Solid White, Standard Thermoplastic	LF	8302	\$1.10	\$9,132.20
6" Solid Yellow, Standard Thermoplastic	LF	8834	\$1.10	\$9,717.40
12" Solid White, Standard Thermoplastic	SF	1952	\$4.00	\$7,808.00
18" Solid Yellow, Standard Thermoplastic	SF	201	\$4.00	\$804.00
18" Solid White, Standard Thermoplastic	SF	105	\$4.00	\$420.00
18" Solid White, Standard Thermoplastic	SF	140	\$4.00	\$560.00
Speed Hump, Standard Thermoplastic	SF	216	\$4.00	\$864.00
On street Parking, 6" Standard, Thermoplastic	LF	78	\$1.10	\$85.80
Standard Thermoplastic Yield Bar	SF	36	\$4.00	\$144.00
Standard Thermoplastic Directional Arrow	SF	306	\$4.00	\$1,224.00
Standard Thermoplastic Message	SF	204	\$4.00	\$816.00
Reflective Pavement Markers (Install)	EA	516	\$5.00	\$2,580.00
			TOTAL	\$ 34,155.40

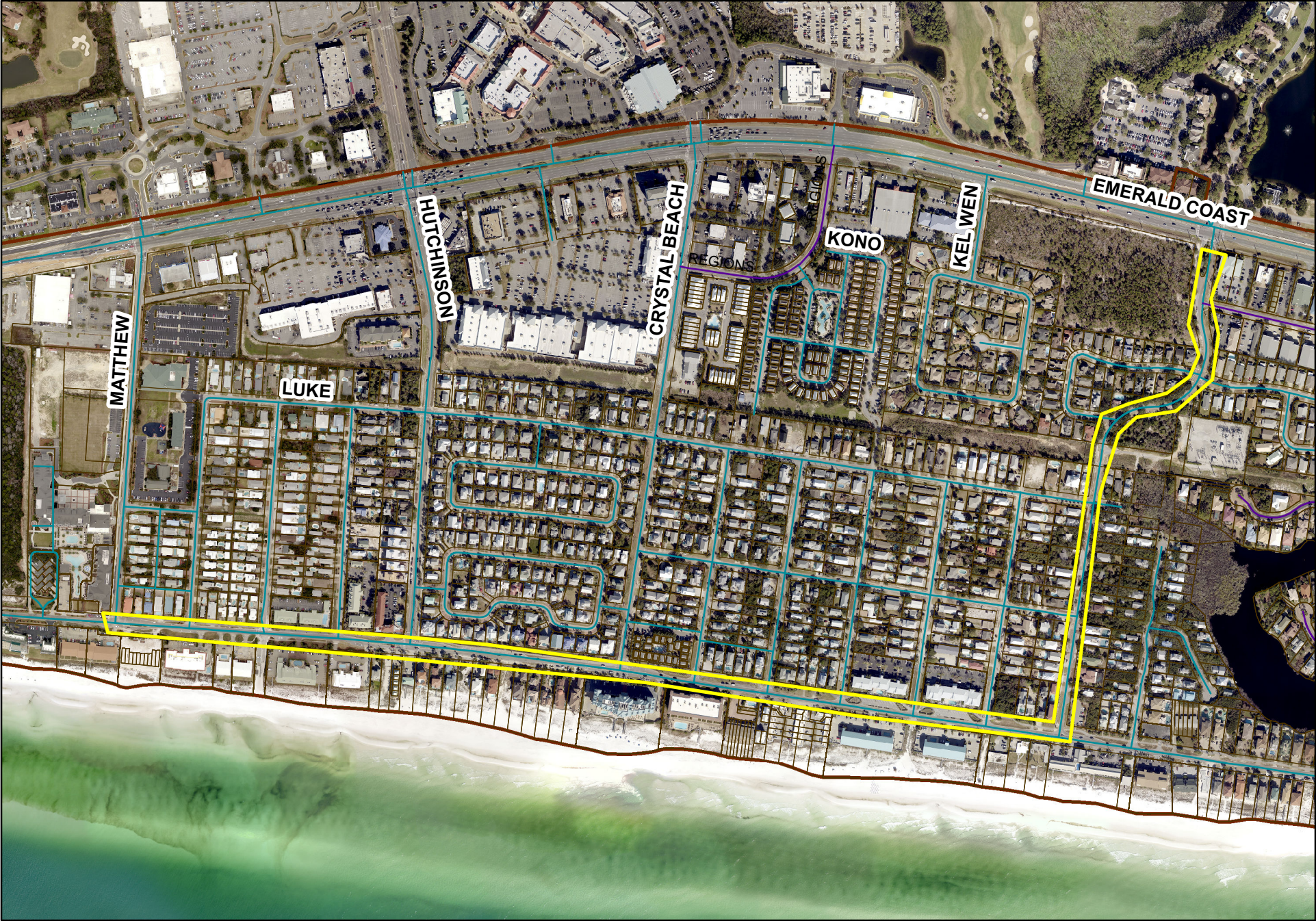
If you have any questions concerning this quotation, contact Aric Bailey at (850)867-3750 or by email at aric@ecstriping.com

THANK YOU FOR YOUR BUSINESS!

Gulf Shore Drive (Sandpiper Cove to Norriego Point) Re-striping Project Area



Regatta Bay Rd - Dolphin St - Scenic 98 Re-stripping Project Area



CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES CONTRACT

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

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

1. Entire Contract:

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

2. Intent of Contract:

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

3. Term of Contract and Time Extensions:

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

4. Time for Performance:

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

5. Compensation:

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

6. Changes in the Work:

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

7. Insurance:

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

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

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

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

12. Termination for Default:

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

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

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

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

13. Termination for Convenience:

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

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

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

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

15.2 Severability

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

15.3 Sovereign Immunity

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

15.4 Construction

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

15.5 Attorney's Fees

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

15.6 Notices

All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

15.7 Public Records

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

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

As to the City:

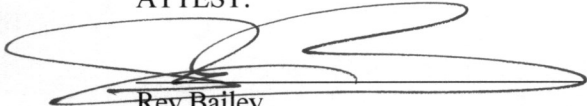
Greg Kisela
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

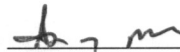
Emerald Coast Striping LLC, dba Coastline Striping
8840 Fowler Avenue
Pensacola, FL 32534

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

ATTEST:

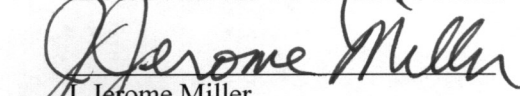

Rey Bailey
City Clerk

CITY OF DESTIN

By: 
Greg Kisela
City Manager

SEAL

APPROVED AS TO LEGAL FORM:

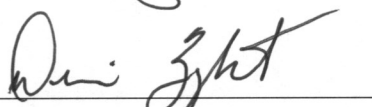

J. Jerome Miller
City Attorney

Emerald Coast Striping LLC, dba Coastline Striping
CONTRACTOR:

By: 
(Signature)

BRAD DUNN
(Printed Name)


Witness


Witness

Its: General Manager
(Title)

EXHIBIT A

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

BID FORM

PART I Bid submitted by:

Company: Emerald Coast Striping DBA Coastline Striping, Inc.

Address: 8840 Fowler Avenue

City & State: Pensacola, FL

Zip Code: 32534

Telephone: (850-477-4484

Fax: (850-477-4481

Number of Years in Business: 10 Yrs

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

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

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

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

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

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

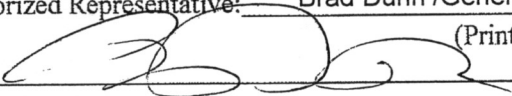
PART III Certifications:

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

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

Signature and Certification:

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

Signature:  (Print or Type)

Date of Bid: August 20, 2015

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

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

END OF BID FORM

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 20, 2020

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Development Review System Software Update

I. BACKGROUND: Presentation on the Progress of the EnerGov implementation. See presentation attached.

II. DISCUSSION: Implementation Progress Presentation Attached.

A. Link to Strategic Goals / Objectives: Service Excellence

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. Council Presentation - April 2020

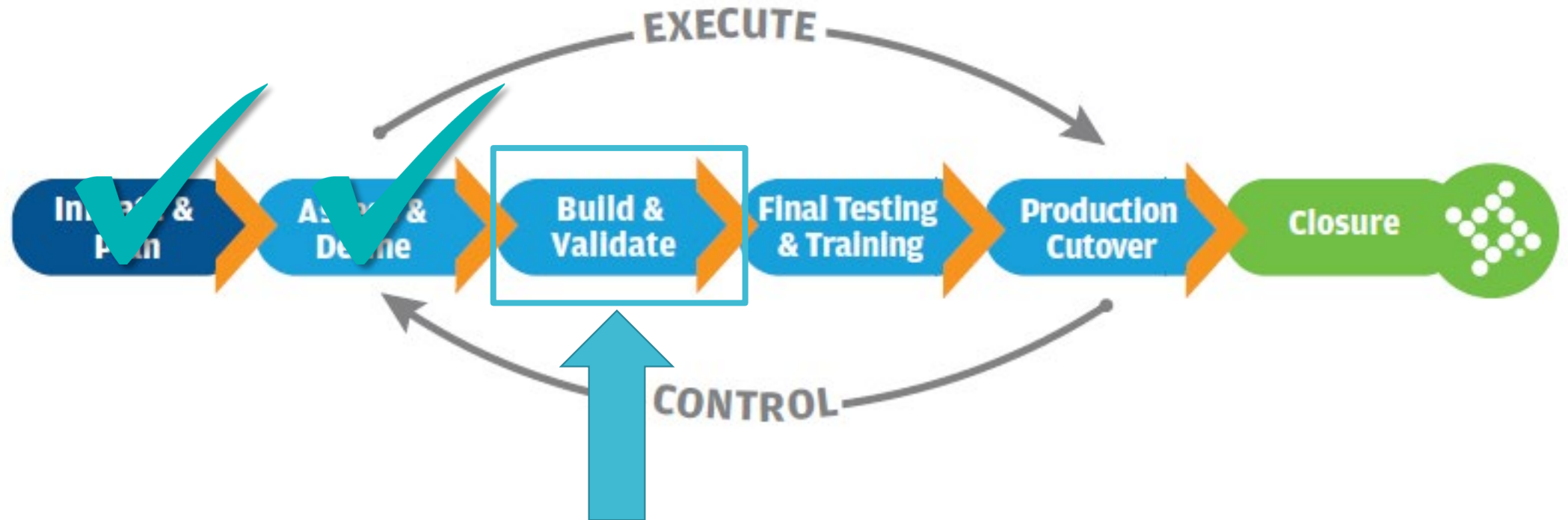
EnerGov Implementation

Status Update and System Information





Our Progress





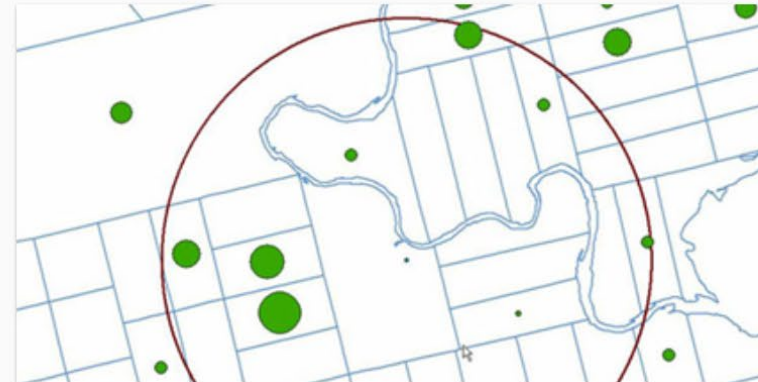
GIS/MAPPING

GIS Implementation Progress



Explore & Create

Explore your GIS environment and create cases from the map.



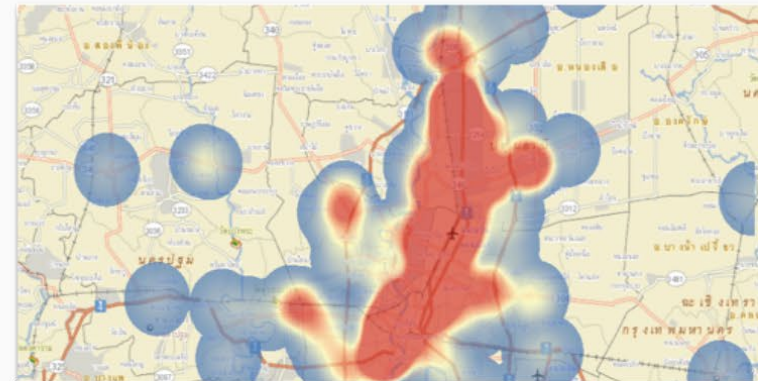
Create Mailing

Quickly create labels and letters for communicating with your citizens.



Print Map

Mark up a map with notes, lines and shapes and print it!



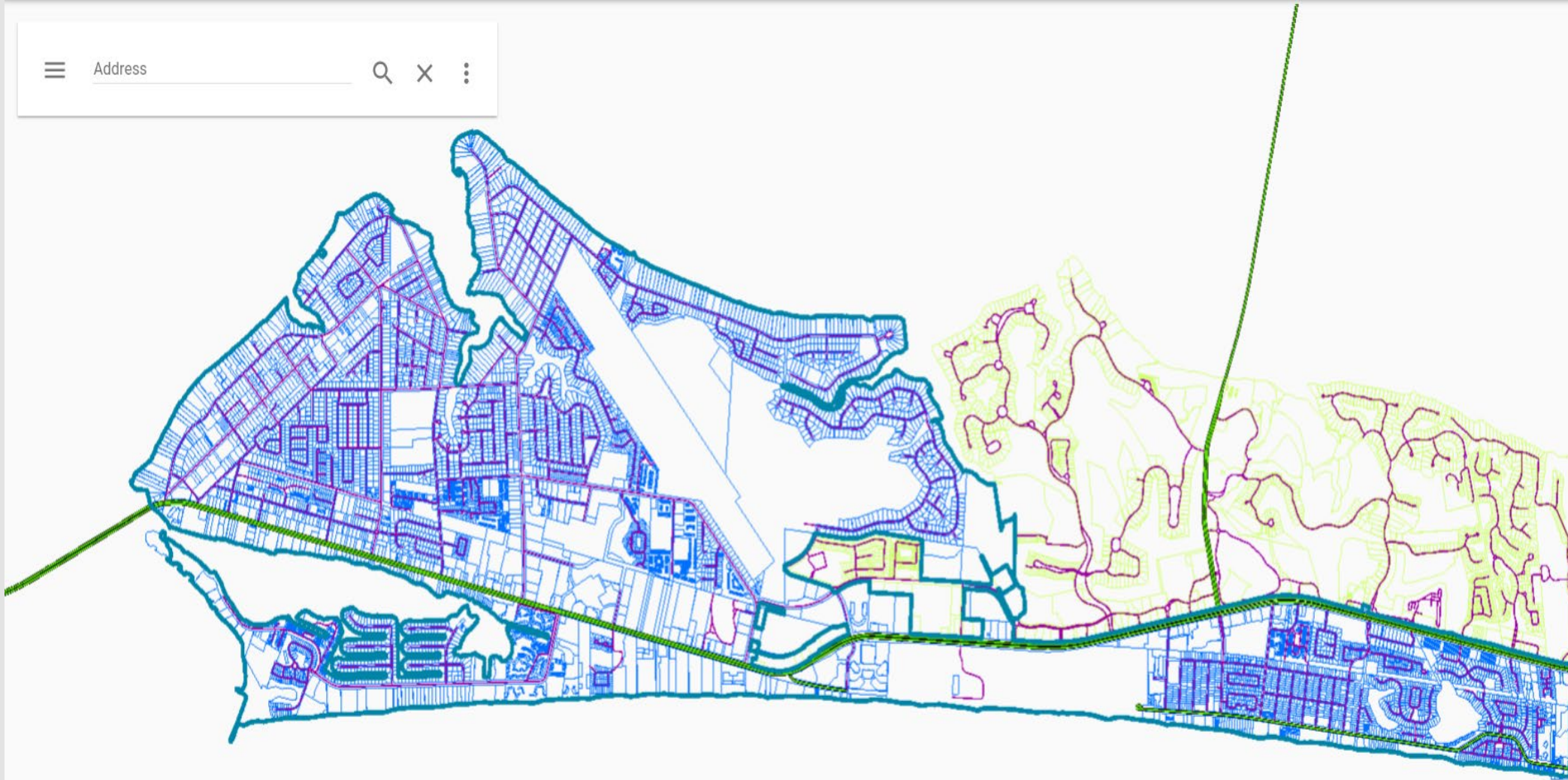
Enterprise Server Viewer

Open the map viewer in the current EnerGov product.





Address



Spatial Collection



Select



Identify



Clear





← Layer

PARCELS: 00-2S-22-0000-0001-A13B



LAYER INFO

RECENT ACTIVITY

OBJECTID

3373

PATPCL_PIN

00-2S-22-0000-0001-A13B

PATPCL_STRAP

22S20000000001A13B

PATPCL_FRONT

0

PATPCL_DEPTH

0

PATPCL_BACK

0

PATPCL_GIS_ACRE

11.945159

PATPCL_OWNER

CITY OF DESTIN

PATPCL_ADDR1

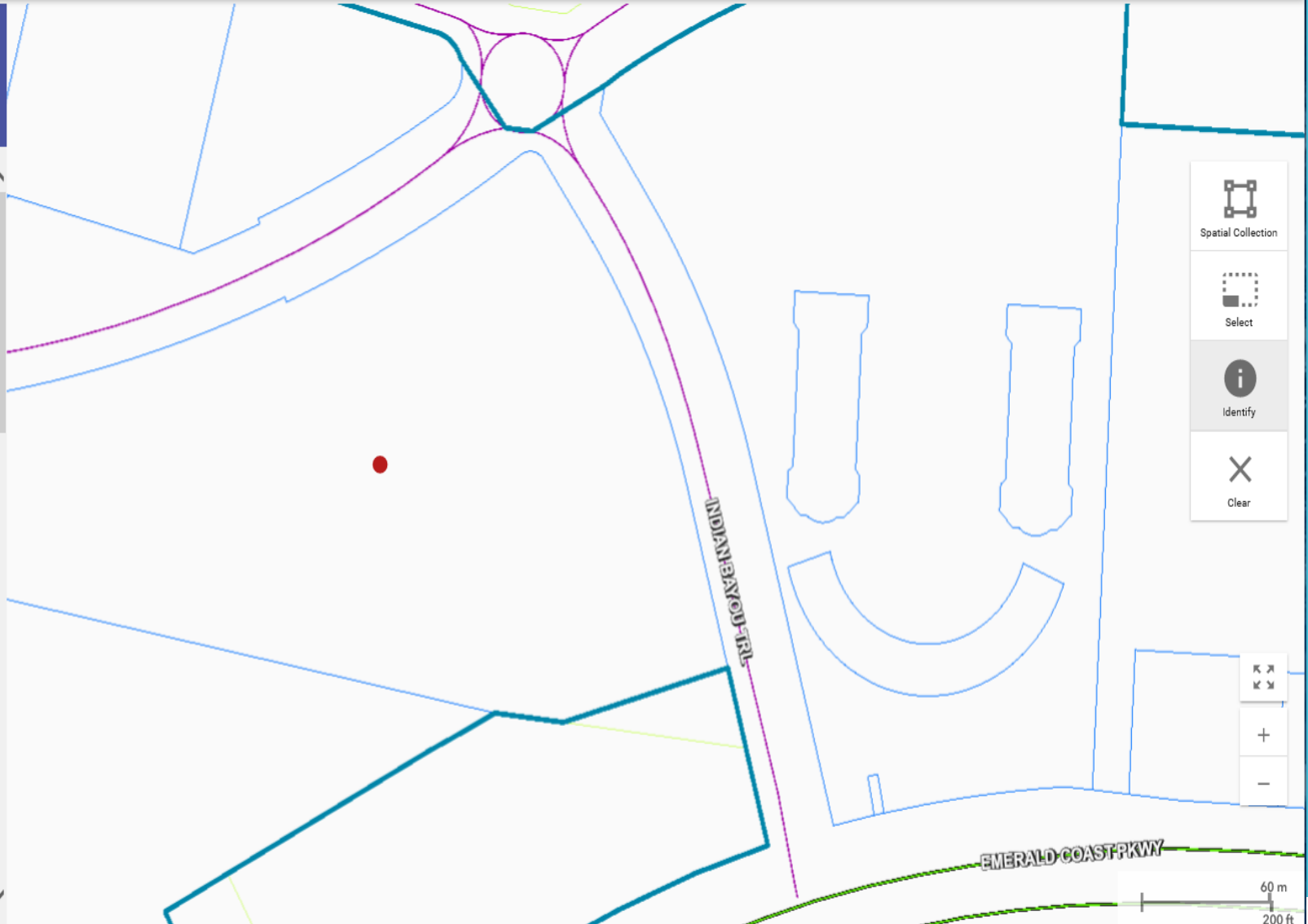
4200 INDIAN BAYOU TRAIL

PATPCL_ADDR2

PATPCL_ADDR3

PATPCL_CITY

DESTIN



Spatial Collection

Select

Identify

Clear

Map navigation controls: pan, zoom in (+), zoom out (-)



EnerGov GIS

Navigation Tools

Map Tools

Select Tools

Features

Map Notes

Links

Clear Map

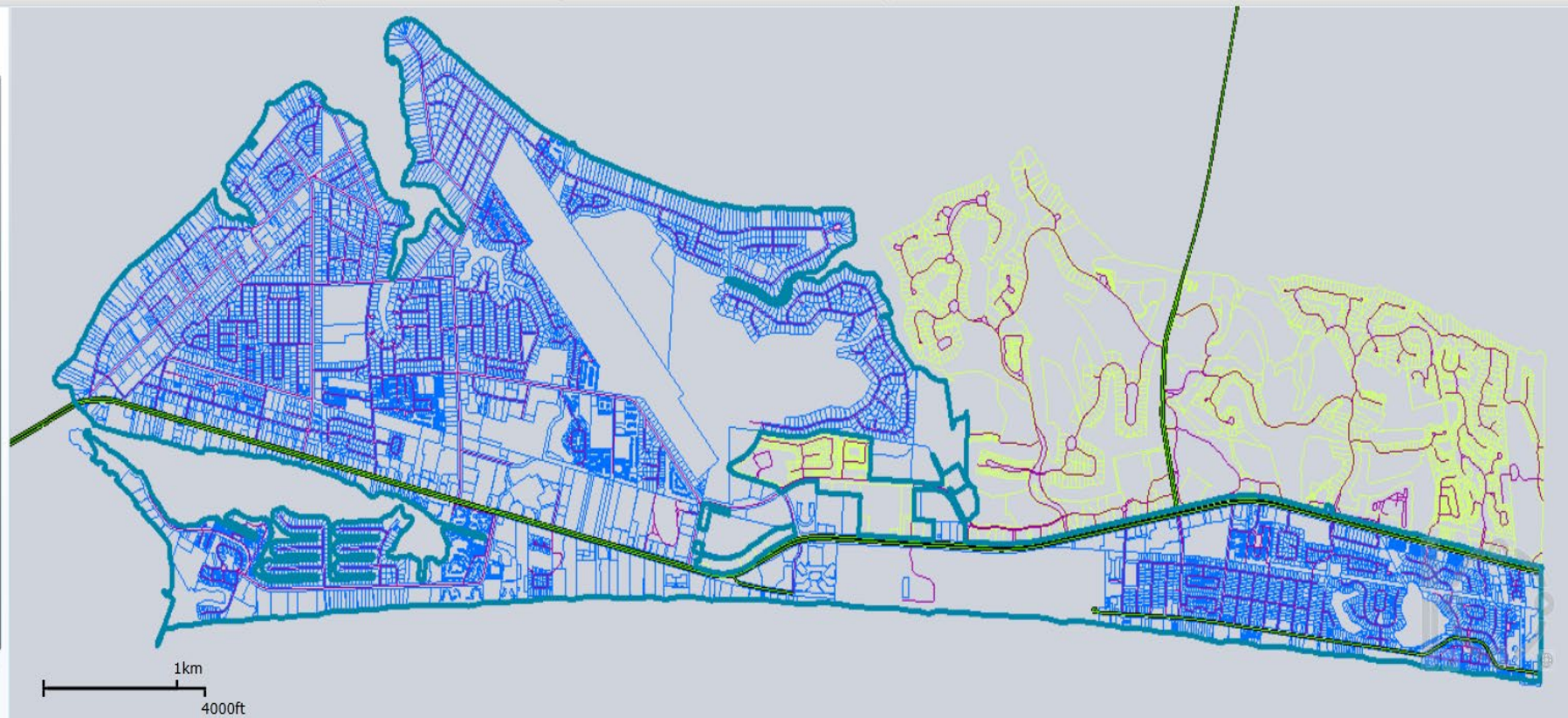
Print Tools

Export

Show Heat Map

Table Of Contents

- ☐ ESRI Street Map
- ☐ ESRI Imagery
- ☒ Main Map Service
 - ☒ City of Destin Boundary
 - ☒ MAJOR ROADS
 - ☒ SECONDARY ROADS
 - ☐ SITE ADDRESS
 - ☒ PARCELS





eReviews

Review Management System

eReviews



With Bluebeam our review and submittal process can now be administered within a paperless, browser-based environment. eReviews will allow us to easily digitize plans so all stakeholders can access and manage a more collaborative review and approval process.

System Features

- Paperless plan submission process
- Powerful and seamless workflow collaboration within EnerGov
- Digital markups and approval stamps
- File analysis with version overlay comparisons
- Calibration, scaling, and snap functions for measurements
- Version control/comprehensive audit trail
- Approved plans published for field inspector access
- Plans archived for agency and emergency retrieval
- Departmental permission
- Collaborative interaction with constituents with seamless integration into the public ePortal

NOTES



VERSIONS

[illegible]

Uploaded by Carl Contractor



Users

Members **1** [>](#)

Collaborators **0** [>](#)

Total Users **1/100**

Pending Invites **0** [>](#)



Projects

Total **0** [>](#)



Integrations

Active **0** [>](#)



Sessions

Total **0** [>](#)



Automations

Active **0** [>](#)



Insights

Users [>](#)

Projects [>](#)

Sessions [>](#)

Studio Usage

7 day

14 day

30 day



■ Projects Active ■ Sessions Active

Recently Created



Customer Portal

Screenshot of the Customer Self Service Site

[Home](#)[Apply ▾](#)[Map](#)[Report](#)[Fee Estimator](#)[Pay Invoices](#)[Search 🔍](#)[Calendar 0](#)

Welcome to Destin's Self Service Portal



Request Inspection

Click here to request an inspection on an existing record.



Search Public Records

This tool can be used to search for existing permits, plans, inspections, code cases, requests and licenses.



Apply

This tool can be used to apply for a permit, plan or license.



Login or Register

Login to an existing or create a new account. You can also find help if you forgot your login information.



Pay Invoice

Use this tool to pay for individual invoices.



Map

Explore the map to see the activity occurring in your neighborhood.



Public Information

Search

All ▾

for

Search Keywords

Exact Phrase ☒

Search

Reset

Export

Found 18 results

Filter Results

- All 18
- Permit 3
- Plan 0
- Inspection 13
- Code Case 2
- Request 0
- License 0

[Next](#) | [Top](#) | [Paging Options](#) | [Filter Options](#) | [Main Menu](#)

Code Case Number BCH-000001-2020

Type Beach Management

Opened Date 03/10/2020

Address

Main Parcel

Description

Status Closed - Resolved

Project Name

Closed Date 03/10/2020

[Previous](#) | [Next](#) | [Top](#) | [Paging Options](#) | [Filter Options](#) | [Main Menu](#)

Inspection Number ICODE-000003-2020

Status Scheduled

Main Parcel

Address

Scheduled Date 03/11/2020

Type Code Site Inspection

Requested Date 03/10/2020

[Previous](#) | [Next](#) | [Top](#) | [Paging Options](#) | [Filter Options](#) | [Main Menu](#)

Permit Number BLDC-000003-2020

Type Building (Commercial) - Accessory Structure

Project Name

Status Submitted

Main Parcel 00-25-23-2020-0000-0100

Applied Date 03/26/2020

Issued Date

Expiration Date

Finalized Date





Naming Contest

Staff submissions to name the EnerGov software



ENERGOV CONTEST

EnerGov Naming Contest

- Distributed to all employees for entry
- We've received great feedback from city staff in response to the contest
- Steering Committee to select a winner
- Naming our system with resonate and connect with the community on a higher level
- Branding will be associated with the selected name
- Press Releases and Information will be rolled out by the PIM as necessary



Thank you

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 20, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager
Webb Warren, Deputy City ManagerFROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney
Jeffrey Cozadd, Grants Manager

DATE: April 15, 2020

SUBJECT: Request for Direction and Capt. Royal Melvin Heritage Park Status Update

I. BACKGROUND: Request for Direction and Capt. Royal Melvin Heritage Park Status Update**II. DISCUSSION:** The Captain Royal Melvin Heritage Park RFP resulted in receipt of one bid. The City Manager, City Staff, the City Land Use Attorney, and Council Member Braden attended a teleconference with Okaloosa County staff and a representative from the U.S. Treasury to discuss whether the project should be rebid in an attempt to obtain additional responses.

1. Given that the cost of the park is in excess of 1 million dollars, the highest level of scrutiny is to be expected from the U.S. Treasury due to the receipt of one bid. Bid amount also relevant.
2. If the City accepts the sole bidder, the City will need to provide justification to the U.S. Treasury as to why there wasn't a greater response to the RFP. This would likely include discussions with contractors in the area, and a narrative from City's project manager or (or other City personnel with knowledge of the City's process) as to what occurred. At that point, the U.S. Treasury would review and determine if the justification is sufficient.
3. Additionally, if the City accepts the sole bidder, the City would need to cover the excess cost because there isn't additional money immediately available at the County at this time.
4. While the U.S. Treasury is not requiring the City to re-bid at this time, the U.S. Treasury does recommend that the City re-bid the project at least once to attempt to get more than one bidder.
5. On Tuesday, April 21st, City staff is to provide the County with Council's decision at Monday night's council meeting.

It is staff's recommendation at this time that the City Council re-bid the project. The County will require the City to submit the RFP re-bid package to County for staff/legal review.

A. Link to Strategic Goals / Objectives:**B. Effect on Budget (EOB):****C. Level of Service (LOS):****III. CONCLUSION:****IV. RECOMMENDED MOTION:** I move to rebid the project.

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 20, 2020

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU:

FROM: Karen Jankowski, HR Manager

DATE: April 15, 2020

SUBJECT: Finance Director Candidate Approval

I. BACKGROUND: The Finance Director vacancy was advertised for around thirty days. Twelve individuals applied for the Finance Director position. From this group, only four finalists possessed a combination of knowledge, skills, and abilities required for this position.

II. DISCUSSION: I recommend City Council confirm Mrs. Krystal Strickland as the Finance Director.

Her credentials include:

Certified Government Finance Officer (CGFO)

Certified Public Accountant (CPA) Florida

Certified Public Accountant (CPA) California

Master of Accounting and Financial Management (MAFM), Keller Graduate School

Master of Business Administration (MBA), Portland State University

Bachelor of Arts (BA), Portland State University

Mrs. Strickland's experience, numerous achievements and honors are contained in her resume attached for your review.

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

B. Effect on Budget (EOB): Costs associated with this position are within the current FY20 budget.

C. Level of Service (LOS):

III. CONCLUSION: I am very pleased to ask for confirmation by vote at the April 20th City Council meeting.

IV. RECOMMENDED MOTION: I move Council to confirm the appointment of Mrs. Krystal Strickland, Finance Director, City of Destin.

Attachments:

1. KstricklandResume

KRYSTAL STRICKLAND, CPA, CGFO, MBA, MAFM

PROFESSIONAL SUMMARY

Since 1993, Krystal has focused on the challenges governments and non-profits face with limited resources to provide services, improve performance, achieve regulatory compliance, and enhance transparency and accountability. She is a multi-lingual finance and accounting professional with over 20 years experience in community and economic development programs and government utilities. Demonstrated strengths in the areas of managerial and financial reporting, staff management, complex budgeting, fund accounting, grants management and US government agency compliance. Possesses a solid understanding of diverse international, national, and local finance and accounting systems, specializing in Government and Non-Profit accounting.

- | | | |
|----------------------------|---------------------------|--------------------------------|
| ▪ Financial Operations | ▪ Financial Reporting | ▪ Management & Leadership |
| ▪ Federal Compliance | ▪ Training & Mentoring | ▪ Budget Planning & Compliance |
| ▪ Strong Writing Skills | ▪ Strong Software Skills | ▪ Treasury Management |
| ▪ Internal Controls | ▪ International Reporting | ▪ Business Development |

EDUCATION/CERTIFICATION

- | | |
|--|------|
| ▪ Certified Government Finance Officer (CGFO) | 2018 |
| ▪ Certified Public Accountant (CPA) Florida #AC47062 | 2014 |
| ▪ Certified Public Accountant (CPA) California #118345 | 2013 |
| ▪ Master of Accounting and Financial Management (MAFM), Keller Graduate School | 2009 |
| ▪ Master of Business Administration (MBA), Portland State University | 1999 |
| ▪ Bachelor of Arts (BA), Portland State University | 1994 |

RELEVANT EXPERIENCE

Government Services Group, Tallahassee, FL

2011 – Current

Sr. Project Manager

2019 - Current

Consulting position with a wide array of projects such as:

*November 2019 – current. Project manager for solid waste, stormwater, wastewater and canal maintenance special assessments. Coordinate tasks with county and city staff and GSG data managers to ensure all legal milestones are met, from notices to property owners, legal ads for public hearings, and uploading taxroll data to tax collector for uniform collection method.

*September 2019 – current. Set-up and maintain accounting records and bank reconciliations for asset-backed bonds issued by the Florida Development Finance Corporation (FDPC) for the PACE program.

*August 2019 – current. Nassau County BoCC and Nassau County School District: School Concurrency Analysis. Overseeing set-up and maintenance of a school concurrency tracking database to assist the School District in managing developer applications, concurrency reservation letters and mitigation negotiations during a time of high growth. The management oversight is the result of a study we completed as a team during the fall of 2019. The study included live interviews and desk reviews to understand Florida Statute, Nassau County School Concurrency Interlocal Agreement, Nassau County Comprehensive Plan Public Schools Facilities Element background data, analysis, and policies, School District 5-Year Survey, School District 5-Year Work Plans, attendance data by school, concurrency service areas and attendance zones. Wrote a report on key management issues, outline of the data maintenance and calculation process.

*July 2019 – current. Highway 79 Corridor Authority: Financial Manager and Assistant System Manager for this newly created government utility authority. Write the budgets, advertise and attend the public hearings for budget adoption. Full-cycle accounting. Grant management for grants from the Department of Economic Opportunity and the Florida Department of Transportation. Treasury management. Accounting & Financial Reporting - prepare interim and fiscal-year end financial reports. Finance - assist with rate setting and issuance of debt.

*April 2019 – current. Florida Division of Emergency Management (FDEM): Training and supervising a team of 6 consultants to conduct program and financial audits of public assistance grants. Led training on 2 CFR 200 and how it applies to determining allowable costs for federal reimbursements to state and local governments. Assist consultants to find proxy sources to support workpapers and determinations. Assist consultants to efficiently manage and analyze massive amounts of documents and data.

*May – June 2019. Florida Department of Transportation (FDOT): Analyzed the rate model used by the Florida Commission for the Transportation Disadvantaged (CTD) and recommended improvements to meet CTD's priorities. This study included live interviews, an e-mail survey, and desk reviews to understand Florida Statute, Florida Administrative Code, and CTD's prioritized needs as compared to rate model-users utilization actual results.

Interim Finance Director, Highland Beach, FL

2019

July – November 2018 Interim Finance Director, Highland Beach, FL

Lead the Town of Highland Beach through a budget adoption season and managed town accounting and financial reporting while the Town was in the process of hiring a Town Manager and a qualified Finance Director. Coordinated successfully with Property Appraiser and Tax Collector to meet all TRIM deadlines. Met statutory reporting requirements. Supervised post office and finance department employees. Presented various iterations of the budget to the commissioners. Guided capital project solicitation committee meetings. Supported a police department, library, public works, building department, water utility, town clerk and town manager departments. Assisted various ad hoc committees with project costing estimates. Adjusted personnel policies as directed by the commissioners, legal counsel, and collective bargaining agreements. Oversaw implementation of two new collective bargaining agreements. Maintained retirement and other post-employment benefits, including FRS and ICMA contributions. Coordinated benefits, risk management and insurance (health, property, officials, etc). Ensured timely payment of vendors and monitored payment receipts from utility customers. Responsibilities included oversight of investments, utility billing, human resources, payroll, and capital project financing.

Sr. Financial Analyst, Florida Governmental Utility Authority (FGUA)

2012 - 2019

Lead preparation of Comprehensive Annual Financial Reports (CAFR). Lead preparation and management of annual operating and capital budgets totaling over \$101 million (FY2018). Ensured bond covenant compliance and debt service for \$444 million in Bond debt. The FGUA owns and operates over 90 separate water and wastewater utilities in 14 counties throughout Florida, providing services to over 120,000 households. The utilities were managed under 10 different enterprise funds for bonding purposes. Managed daily financial operations for 4 of these enterprise funds plus the FGUA's General Fund.

- Trained all accounting and finance staff to manage FGUA daily financial operations
- Reorganized procedures and processes to *clarify audit trail* for the various accounting cycles
- Improved accuracy and timeliness of financial reporting and budgeting
- Optimized operational efficiency of finance and accounting department through procedural changes, staff training, and accounting software upgrades
- Seamless acquisition of an additional 20,000 households (33% increase) with no finance staff additions
- Validated and edited data for annual CAFRs and Official Statements for issuance of municipal bonds

Sr. Financial Analyst, North Florida Broadband Authority

2011 - 2012

Full cycle accounting, budgeting, and management of fixed assets, contracts, cash flows, and financial reporting for a local government authority (proprietary fund) that was a recipient of American Reinvestment and Recovery Act (ARRA) grant funds from the Department of Commerce (DOC). Set-up and equipped the primary infrastructure/plant asset of this newly formed government utility authority. Managed program and financial reports to the DOC.

- Worked closely with construction managers to ensure smooth installation of equipment on 94 tower sites across 15 counties in North Florida
- Assisted board-appointed general manager to understand complex finance and accounting issues regarding funding source regulations for both operating and grant-funded construction expenditures

Martinez & Associates, Winter Springs, FL**2010**CPA Firm Staff Accountant,

Staff team member to conduct pension and OPEB audits and other agreed-upon procedures for department of defense contractors. Maintained daily accounting for a variety of small businesses and tax clients.

Accounting Consultant, Darjeeling, India**2006 – 2008**

Assisted non-profits such as the Darjeeling Earth Group and the Shankar Foundation (AIDS awareness) to set up electronic accounting software. Trained the staff in basic fund accounting and donor reporting. Trained staff to write and maintain grant budgets.

Mercy Corps, Portland, OR**1997 – 2005**Regional Finance and Compliance Manager**2003 - 2005**

Created the multi-year, multi-currency budgets for grant proposals for community development, economic development and conflict prevention programs for the Central Asian countries near Afghanistan. Hired, trained, developed and supervised 14 staff in 9 offices, to manage an influx of over \$30 million invested by USAID in Uzbekistan. Met budget and project deadlines in a highly challenging environment.

- Managed daily countrywide accounting and finance functions, including timely recording of transactions, cash management, banking, payroll, inventory, receivables and payables
- Led regional coordination of management reports and accounting systems for cross-border grants and contracts with finance managers of neighboring countries
- Created and managed annual budgets of approximately \$4 million, ensuring proper purchasing procedures for \$100,000+ (construction) projects in a highly distressed environment

Field Financial Operations Manager**1997 – 2002**

Responsible for oversight and review of financial data, reports, and financial management for field offices throughout Asia and Eastern Europe. Regularly reviewed and assessed country compliance with company and donor policies and internal controls, and wrote comments and recommendations.

- Trained finance and accounting staff in offices across Asia in daily accounting and financial operations, donor compliance, internal controls, financial reporting, and donor reporting for programs funded by USDA, USAID, Department of Commerce (DOC), Drug Enforcement Agency (DEA), UNHCR, EU, and DFID
- Participated in design and implementation of internal controls and accounting policies to be used worldwide, specializing in accounting and financial reporting for micro-finance institutions
- Participated in *creation of an internal audit department*. Assisted in creation of internal audit checklists and ranking factors to help prioritize internal audit visits to programs in over 40 countries.
- Served as the primary support and communication link on financial management of Federal subgrantees and subgrant compliance with USAID regulations

Barakot, Uzbekistan.**2003 – 2005**Micro-Finance Institution Board Member

Implemented an economic development program to increase household incomes focusing on small business. Advised executive staff of a women's micro-credit non-bank lending institution while growing assets from \$25,000 to \$1 million.

ADDITIONAL ACCOUNTING EXPERIENCE

Oregon State, Various Positions, Hillsborough County (1993) and OHSU (1995), Portland, OR 1993 - 1997

Night Auditor, Embarcadero, Newport, OR 1993

Electronic Data Processing Department, Bank of Astoria, Astoria, OR 1991 – 1992

SOFTWARE

- | | | |
|-------------|--------------|--------------------------|
| ▪ MUNIS | ▪ Sage MAS90 | ▪ Microsoft Office |
| ▪ MicroFin | ▪ Engagement | ▪ Depreciation Solutions |
| ▪ Ultra Tax | ▪ QuickBooks | ▪ Tally and 1S |

PROFESSIONAL ASSOCIATIONS

Florida Governmental Finance Officers Association (FGFOA)

Governmental Finance Officers Association (GFOA)

Florida Institute of Certified Public Accountants (FICPA)

California Society of CPAs (CalCPA)

American Institute of Certified Public Accounts (AICPA)

Seminole County Beekeepers Association

REFERENCES AVAILABLE UPON REQUEST

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 20, 2020

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Lance Johnson, City Manager
Michael Burgess, Public Services Director
Joey Forgione, Code Compliance Manager

FROM: Webb Warren, Deputy City Manager

DATE: March 11, 2020

SUBJECT: Update on Beach Paid Parking (Parking South of Highway 98) and Resident Passes

I. BACKGROUND: Council directed staff to implement Paid Parking zones and a Resident pass program for parking along Scenic Highway 98 and Gulf Shore Drive.

II. DISCUSSION: Staff has identified the paid parking zones along Scenic Hwy 98 and Gulf Shore drive and ordered the proper signage and resident passes. The residential pass program will be free for all full time residents of Destin and will offer 2 passes per eligible household. It will be administered in similar ways that the Joe's Bayou and Henderson Beach Pass program is administered, and enforced through our paid parking system used by Code Compliance. Each full time resident will have to provide a tag number that will correspond with each registered resident beach pass permit issued.

The beach paid parking program was prepared to go live in March, but was delayed due to COVID-19 as well as staff turnover. Facilities must re-open in order to process passes. Staff will begin to provide public information on the paid parking and residential pass program as soon as the timing is appropriate in regards to the COVID-19 situation.

A. Link to Strategic Goals / Objectives: Enhance the City's Recreational opportunities.

B. Effect on Budget (EOB): This will reduce the projected revenue received

for paid parking along Scenic Highway 98 and Gulf Shore Drive.

C. **Level of Service (LOS)**: This will provide additional free beach parking for our residents while maximizing the City parking options for nonresidents.

III. **CONCLUSION**: Staff is moving forward with establishing the paid parking system along Scenic Highway 98/Gulf Shore Drive and establishing a free resident parking pass for these areas. Staff is prepared to move forward as soon beaches and City facilities begin to re-open to the public.

IV. **RECOMMENDED MOTION**: No action required, this is an informational item only.

Attachments:

1. Jan 6 2020 Regular City Council Meeting Action Agenda

**ACTION AGENDA
REGULAR MEETING
DESTIN CITY COUNCIL
JANUARY 6, 2020
ANNEX COUNCIL CHAMBERS**

AGENDA APPROVAL

Councilmember Ramswell requested that Consent Agenda 6C be pulled for discussion.

Motion to approve the agenda passed 7-0.

1. APPROVAL OF MINUTES

A. Approval of Minutes of October 7, 2019 Regular City Council Meeting

Motion to approve minutes of October 7, 2019 Regular City Council meeting passed 7-0.

B. Approval of minutes of October 21, 2019 Regular City Council Meeting

Motion to approve minutes of October 21, 2019 Regular City Council meeting passed 7-0.

2. PROCLAMATIONS/RECOGNITIONS / SPECIAL PRESENTATIONS /ANNOUNCEMENTS

A. Recognition of 2019 Holiday Decorating Contest Winners

The Mayor announced and presented a plaque to the 2019 Holiday Decorating Contest winners.

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

4. CITY MANAGER REPORTS

A. Budget Amendment for Engineering

Motion to 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 passed 7-0.

B. FY20 Strategic Plan Summary

Motion to adopt the Fiscal Year 2020 Strategic Plan Summary as presented passed 7-0.

C. Funding options for Utilities Undergrounding

D. Resident Pass for Beach Parking South of US Hwy 98

Motion to adopt a resident beach parking pass program that allows for free parking on Scenic Hwy98 in Crystal Beach and Gulf Shore Drive in Holiday Isle and have the program in place by March 1, 2020 passed 5-2; with Council members Destin and Marler dissenting.

E. Office Productivity Suite and Email System (Office 365)

Motion to approve the continuation of services and addition of Office 365 government licenses with LiftOff and authorize the City Manger 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 passed 7-0.

F. Verizon Wireless GSA Supply Authorization

Motion to approve the Verizon Wireless GSA Supply Authorization and authorize the City Manager to execute the document accordingly passed 7-0.

G. Subaward Agreement No. 2020R14 between Okaloosa County and City of Destin, Capt. Royal Melvin Heritage Park and Plaza Project; RFP Approval

Motion to 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 passed 7-0.

Councilmember Ramswell asked staff to check on status of the following NPEB fees paid to the City to be used in the park project:

- **\$46,000 from Waterview Towers**
- **\$46,800 from Grand Harbor**
- **\$500,000 from Pointe One, LLC**

Motion 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 the document passed 7-0.

H. Development Review System Software Update

I. Request for direction from City Council on amendments to Short-Term Rental Ordinance.

Motion to direct staff to prepare an ordinance incorporating the following recommendations of the Short-Term Rental Tasks Force passed 6-1, with Councilmember Braden dissenting:

- **Recommendation 3 – Increase fines for parking violations up to the maximum amount allowed by Florida Statute**
- **Recommendation 9 – All registrations for short-term rentals are to expire on the last day of February, each year**

J. Airport Road Update

K. Request for clarification pertaining to the following direction from Council:

Staff to investigate the feasibility of leasing out the entire parking lot area on the south west side of the Marler Bridge where the *Welcome to Destin* sign is located.

Councilmember Menchel requested that the Land Use Attorney and Community Development Director come back with some ideas/recommendations on how to move forward with this initiative.

L. Announcements

The City Manager announced the following:

- **Friday weekly report will be replaced by a monthly report with each department having its own chapter**
- **Weekly task tracking update form will be provided to the Council**
- **Monday, Jan. 20th is a holiday. The next City Council meeting is scheduled for Tuesday, Jan. 21st.**
- **January 30th at City Hall - Social Media and Public Records Training for Council and staff. Members of the public who wish to participate need to RSVP to the PIO**

5. PUBLIC HEARINGS

6. CONSENT AGENDA

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 1917 REC Clement Taylor Park Replacement of Existing Seawall

D. Authorization for Payment John Deere Equipment Lease Option

Consent Agenda 6C pulled for discussion.

Motion to approve Consent Agenda item 6A, 6B & 6D passed 7-0.

Consent Agenda 6C:

Motion to approve RFB 19-17-REC Bid Alternate 2 (Corrugated Aluminum Sheet Panels) 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 the contract with Live Flyer, Inc. passed 7-0.

Councilmember Ramswell requested an update regarding the possibility of the Destin Fire Station going into the park property. What is the next step and when would it come back to Council for discussion and action?

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

- A. Councilmember Braden
- B. Councilmember Ramswell

Councilmember Ramswell would like to discuss formation of a Beach Advisory Committee sooner rather than later and to have a consensus established amongst the Council members before the peak season.

Councilmember Ramswell asked staff to investigate and determine the legality of a *water taxi stop* sign placed in front of a private property on Norriego Point.

1. Nomination of Mr. Matthew Sweetser for appointment to the Town Center CRA Advisory Committee

Motion to appoint Mr. Matthew Sweetser to the Town Center CRA Advisory Committee passed 7-0.

C. Councilmember Menchel

Motion to cancel previous directive from the Council and instruct the City Manager to have each department head conduct a thorough self-audit of their continuing services contracts and come back with a report to Council within 90 days; and the City's legal counsel to act as consultants and to take immediate action to remedy the situation should irregularities be found through this self-investigation passed 7-0.

D. Councilmember Overdier

E. Councilmember Marler

Place the Livery Vessel Ordinance under his name for discussion and reevaluation within the next two Council meetings.

Place public parking under his name for discussion and reevaluation within the next two Council meetings.

F. Councilmember Destin

G. Councilmember Morgan

1. Vacation of Azalea Drive and Legion Drive Rights-of-Way

Motion to instruct the Public Works Director, City Engineer and Land Use Attorney to provide a report to Council on whether the City could build a four-lane road on Legion Drive from Airport to Beach Drive with the right-of-way they currently have; and if so, which right-of-way they need to vacate to prevent it from happening; and to have City staff prepare a report about Azalea Drive right-of-way vacation, passed 6-1; with Councilmember Braden dissenting.

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

ADJOURNMENT: 9:15 PM

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 20, 2020

TYPE OF AGENDA ITEM: Presentation

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kyle Bauman, City Attorney
Kimberly Kopp, Land Use Attorney
Rey Bailey, City Clerk

DATE: April 12, 2020

SUBJECT: Distribution of City-Issue Phones and Training, and Scheduling of Workshop for Additional Public Records Training

I. BACKGROUND: On November 4, 2019, the City Council adopted Resolution 19-27, which constitutes the City's Enhanced Public Records Policy. This presentation provides an overview of the requirements Resolution 19-27 imposes on elected officials.

The City Attorney provided one-on-one training to all City Council members after adoption of Resolution 19-27. On January 30, 2020, City Council received training by a statewide expert on public records. Today, the City Attorney will provide an additional public records training specific to use of City-issued cellular phones.

Attorneys for the City, as well as the City Manager, are requesting that the City Council schedule a workshop for additional training on the new public records policy, to be held within the next thirty days.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION: None needed. Provide direction as to time/date for upcoming workshop on additional records training.

Attachments:

1. Presentation of Resolution 19-27
2. Resolution 19-27 Enhances Public
Records Policy

RESOLUTION 19-27

The City of Destin's Enhanced Public Records
Policy

BRIEF HISTORY OF THE CITY'S PUBLIC RECORDS POLICIES

- ④ In addition requirements set forth in Florida Statutes, the City has had in place additional, internal requirements and protocols since 2009 relating to public records and how to handle public record requests. These policies help ensure that the law is adhered to and that the City's goal of full transparency is met.
- ④ See, Operating Instruction ADM-05; Operating Instruction ADM-35; Operating Instruction ADM-56.
- ④ These policies were legally sufficient and represented more stringent requirements than those in place at most state agencies and local governments. In fact, most state agencies and local governments do not have any written policy in place and rely strictly on Chapter 119, Florida Statute. See, The Florida Public Records Act in the Era of Modern Technology, Ralph A. DeMeo and Lauren M. DeWeil (Florida Bar Journal, Vol. 92, No. 9).

BRIEF HISTORY OF THE CITY'S PUBLIC RECORDS POLICIES

- ④ While legally sufficient, the City's internal Public Records Policies were disjointed and located in separate locations, making compliance more difficult than necessary.
- ④ The attorneys and City staff identified this as an area that could be strengthened and made more efficient by adopting a new policy containing all internal requirements in a single location and strengthening mechanisms already in place beyond those found in Chapter 119, Florida Statutes.
- ④ On November 4, 2019, the attorneys and City staff presented Resolution 19-27 for Council's consideration and Council adopted the Resolution in its entirety.
- ④ Resolution 19-27 is substantially similar to the City of Tallahassee's policy, which legal scholars believe is the "model template for other agencies and local governments to adapt and apply." The Florida Public Records Act in the Era of Modern Technology, Ralph A. DeMeo and Lauren M. DeWeil (Florida Bar Journal, Vol. 92, No. 9)

EMAILS -- DO'S AND DON'TS FOR ELECTED OFFICIALS

Do's

- ④ Use your @cityofdestin email address for all correspondence relating to City business. (D.05).
- ④ If you receive an email at your private email address, then immediately transfer it to your @cityofdestinemail address. (D.05)

Don'ts

- ④ Use any other email address for any correspondence relating to City business. (D.05)

TEXT MESSAGING & OTHER FORMS OF INSTANT, WRITTEN COMMUNICATION (E.G., DIRECT MESSAGES ON FACEBOOK, TWITTER, INSTAGRAM, SKYPE, ETC.) -- DO'S AND DON'TS FOR ELECTED OFFICIALS

Do's

- ④ Use your City issued phone for all City related text messages. (D.06).
- ④ If you receive or inadvertently send a text message from your private phone, then you must transmit the text message to your City issued phone or @cityofdestin email address. (D.06)

Don'ts

- ④ Use any other phone for any correspondence relating to City business. (D.06)

SOCIAL MEDIA ACCOUNTS -- DO'S AND DON'TS FOR ELECTED OFFICIALS

Do's

- ④ If you maintain social media accounts, then you must maintain all public records on such accounts. (D.07).
- ④ If you maintain accounts and the City receives a public records request, then you must thoroughly search your account and produce any responsive material to the City Clerk. (D.07)

Don'ts

- ④ Delete any social media account. (D.07, E.01)
 - ④ Delete any public or private message that you may have created or received from any individual or entity. (D.07, E.01).
- 
- Several white lines of varying lengths and angles are positioned in the bottom right corner of the slide, creating a modern, abstract graphic element.

COMMENTS/QUESTIONS

A series of several thin, white, parallel diagonal lines extending from the bottom right towards the top right of the slide, creating a sense of motion or a modern design element.

RESOLUTION 19-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, ADOPTING THE ENHANCED PUBLIC RECORDS, RECORD RETENTION, AND RECORD DISPOSITION POLICY ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR DIRECTIONS TO THE CITY STAFF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 119, Florida Statutes, states that the policy of the State of Florida is that all state, county, and municipal records are open for personal inspection and copying by any person and that providing access to public records is a duty of each agency; and

WHEREAS, the public's prompt and efficient access to records is in the interest of the public's health, safety, and welfare; and

WHEREAS, the City of Destin, Florida (the "City") had long standing policies in place supporting the general goals of transparency and open records; and

WHEREAS, the City Council of the City (the "City Council") wishes to further strengthen the City's already robust policies supporting the general goals of transparency and open records; and

WHEREAS, the City has recently implemented processes which will strengthen the City's goals of providing efficient and robust access to public records to the public and wishes to take further action strengthening these goals; and

WHEREAS, the attached Exhibit "A" is a Public Records, Record Retention, and Record Disposition Policy, which further strengthens the City's policies supporting the general goals of transparency and open records; and

WHEREAS, the City Manager of the City and the City Attorney of the City support the implementation of the attached Exhibit "A"; and

WHEREAS, adoption of the attached Exhibit "A," is in the interest of the public's health, safety and welfare, and

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

Section 1. Recitals.

The foregoing recitals are true and correct, and incorporated into this Resolution.

Section 2. Adoption of the Enhanced Public Records, Record Retention, and Record Disposition Policy Attached Hereto as Exhibit "A."

An Enhanced Public Records, Record Retention, and Record Disposition Policy is attached to this Resolution as Exhibit "A." By passage of this Resolution, Exhibit "A" is hereby adopted in its entirety.

Section 3. Directions to City Staff.

City staff is hereby directed to take all action necessary to implement and manage the Public Records, Record Retention, and Record Disposition Policy attached hereto as Exhibit "A."

Section 4. Effective Date.

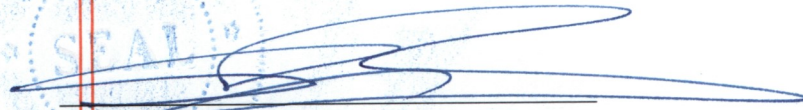
This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED BY THE CITY OF DESTIN, FLORIDA THIS
4TH DAY OF NOVEMBER 2019.**



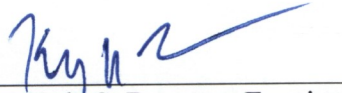
Gary Jarvis, Mayor

ATTEST:



Key Bailey, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
CITY OF DESTIN, ONLY:



Kyle S. Bauman, Esquire
City Attorney

EXHIBIT "A"

CITY OF DESTIN, FLORIDA

PUBLIC RECORDS, RECORD RETENTION, & DISPOSITION POLICY

SECTION A – EXECUTIVE SUMMARY

A.01 – Authority

Florida Constitution, Article I, Section 24;
Florida Statutes, Chapter 119 (Public Records);
Florida Statutes, § 257.36 (Records Disposition);
Florida Statutes, Chapter 668 (Electronic Commerce)
Florida Statutes (various chapters / exemptions to public access to certain records);
Florida Administrative Code (F.A.C.), Ch. 1B-24 (Disposal of Records);
Florida Administrative Code (F.A.C.), Ch. 1B-26 (Electronic Record-keeping);
City of Destin City Charter;
City of Destin City Ordinances;
City of Destin Resolution __ - __.

A.02 - Scope and Applicability

This policy shall apply to all departments of the City.

A.03 – Purpose

It is the purpose of this policy to ensure that the public records of the City of Destin, Florida (the "City"), are efficiently retained and disposed in a manner consistent with Florida Statutes, Florida Administrative Code, the Florida Public Records Act, and the City Charter.

A.04 – Policy Statement

It is the policy of the City to comply with the Public Records Act by making the City's public records available for inspection at reasonable times and under reasonable circumstances and, upon request provide copies of such records at costs authorized by Florida Statutes. Furthermore, it is recognized that employees have a duty to preserve and retain all public records, including certain electronic communications, in compliance with Florida law.

A.05 – Supplemental Administrative Policies & Procedures

The City Clerk (the "Clerk") or City Manager is authorized to adopt additional administrative policies necessary to carry out the recordkeeping and public records functions of the City. All such policies and procedures are incorporated herein.

A.06 – Prompt Handling

It is the goal of the City to fulfill public records requests within 3 business days, provided that the requested records are readily accessible and absent of exempt or confidential information. Voluminous requests, requests spanning multiple city departments, or requests for records

requiring redaction of statutorily exempt or confidential information may result in longer response times.

SECTION B – CUSTODIAN OF RECORDS

B.01 – Custodian of Records.

While public records requests may be submitted to city departments, for the most expeditious processing, public records requests should be directed to the following:

City Clerk
4200 Indian Bayou Trail
Destin, FL 32541
(850) 837-4242

Public records requests can also be submitted through the City's electronic intake portal at:
<https://www.cityofdestin.com/prr>

Departments receiving a public records request directly shall promptly notify the Clerk.

SECTION C – DEFINITIONS

Confidential Public Record: Shall be those records, or portions thereof, specifically designated as “confidential” by applicable statute. Unlike “exempt” records, the City has no discretion and may not release records designated by the Florida Legislature as confidential.

Electronic Communications: All communications, regardless of the technology or means of transmission, sent electronically from one device to another. This includes, but is not limited to, electronic mail (e-mail), SMS messages (text messages), MMS (multimedia / picture messages), social media records (Facebook, Instagram, YouTube, Twitter, etc.).

Employee: As used in this policy, employee shall include all persons who are full-time or part-time employees of the City, including elected officials such as the City Council, Mayor, and shall also include any non-paid volunteers, interns, and appointees to the City's various advisory boards or committees.

Exempt Public Record: Shall be those records, or portions thereof, specifically designated as “exempt” by applicable statute. As exempt records, the City has discretion to release such records, in whole or in part, when there is a specific public purpose.

Long-Term Record: For purposes of this policy, records having a minimum retention period of 5 years, or greater, shall be considered long-term records. In addition, any records a department intends to or has retained for 5 or more years, regardless of the minimum retention period, shall be considered long-term records.

Public Record: Shall have the definition as specified by § 119.011(12), Florida Statutes, as may be amended from time to time, which, as of the date of adoption of this document, reads:

“all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.”

This definition shall be interpreted liberally to include all records prepared in connection with official agency business, including electronic communications, which are intended to perpetuate, communicate, or formalize knowledge. This definition includes e-mails and text messages created or transmitted in connection with the transaction of official business, regardless if the communications were sent from a City-owned device or a privately-owned device.

Redact / Redaction: The act of censoring all or part of a record to obscure or excise exempt or confidential information contained therein, thereby preventing public disclosure of the protected content.

Research: Shall mean those instances where the City elects to compile information that is not routinely developed or maintained by the agency or that requires an extensive amount of manipulation or computer programming.

Records Management System (RMS): The centralized record management system implemented by the City and administered by the Clerk.

Readily Accessible Record: A record that is routine in nature, easily located by staff with a minimum amount of effort, is in a medium that affords easy duplication, and which requires no redaction of exempt or confidential information. Examples of readily accessible records may include City budgets, minutes of official meetings, copies of public notices, etc.

Section D – Records Retention

D.01 – Retention

Records meeting the statutory definition of “public records” must be retained in accordance with Florida law. Records may not be disposed until the longest applicable retention period has been satisfied, per the published retention schedules.

D.02 – Retention Schedules

The State of Florida, Department of State, Division of Library & Information Services (DLIS), per rulemaking authority granted by § 257.36(6), Florida Statutes, has developed a set of records schedules containing individual record series definition various public records, and establishing minimum retention requirements. Employees must adhere to these schedules and shall keep records in compliance with the longest retention period imposed therein.

D.03 – Long-Term Records

It is the policy of the City that all departments utilize the established records management system (RMS) as the primary public records repository for all long-term records of the City. Short-term records may also be stored in the RMS, at the discretion of the appropriate department director.

D.04 – Mandatory Disposal of Source Record

In the interests of efficiency and to eliminate the retention of duplicate copies of records, departments shall expeditiously dispose of all copies of records which have been placed into the RMS archive. Administrative policies will provide specific guidance to staff concerning the disposal of source records.

D.05 – Electronic Mail

All electronic mail (e-mail) communications meeting the statutory definition of a “public record” must be retained in accordance with Florida law. To satisfy this requirement, the City shall maintain IT systems which maintain a searchable archive of messages sent or received from the agency’s centralized e-mail platform (e.g., Microsoft Outlook/Exchange).

To ensure that all e-mail messages meeting the definition of a “public record” are retained, employees are specifically prohibited from using private, non-City e-mail servers to conduct City business (e.g., @gmail.com, @yahoo.com, etc.). Furthermore, should any employee receive unsolicited e-mail communications to their private/personal e-mail account, it is the duty of the employee to preserve and retain all communications meeting the definition of a “public record” and to promptly transfer those records to the custody of the City. (See also: D.06 Text Messaging & Other Electronic Communications).

D.06 – Text Messaging & Other Electronic Communications

In addition to designated City staff, each City Councilmember and the Mayor shall be issued a cellular/mobile phone owned or leased by the City.

Employees shall transmit and/or receive text messages only on devices owned or leased by the City. All City-issued cellular/mobile phones shall be enrolled into the retention system to ensure that all communications sent or received on the City-owned device are automatically retained for public record purposes.

Under this policy, it shall be permissible to transmit messages from a personally owned phone to a City-issued phone, or vice versa, as the City-issued phone will preserve a record of the communications. It is the intent of this section to prohibit City business-related communications originating from a private device from being transmitted to another personally owned device, thereby circumventing the City’s automatic-retention software.

Private Messaging Systems: Employees are specifically prohibited from transmitting or receiving any written electronic communications concerning City business on private messaging systems. Should an employee (1) receive unsolicited communications on a private messaging system or (2) inadvertently transmit such communications, it is the duty of the employee to preserve and retain all communications meeting the definition of a “public record” and to promptly transfer those records to the custody of the City. The Clerk may promulgate written procedures for these circumstances. (See also: D.05 Electronic Mail).

Technologies other than text messaging: The prohibition found in this section shall be broadly interpreted to prohibit the use of any technology for which the City lacks a mechanism to automatically retain every written communication, including instant messaging, personal messaging, social media (Facebook, Twitter, Instagram, Skype), etc.

D.07 – Social Media Records

The IT Department shall implement a retention system to collect and store all content posted to City-owned or maintained social media accounts. All City departments who manage a City-sponsored social media account shall enroll such account into the retention system. All elected officials maintaining a social media account shall maintain public records in all such accounts.

D.08 – Non-City Storage Prohibited

In general, records stored off-site are not protected by the City's insurance policies. Therefore, City records shall be kept and maintained in a City owned or operated facility.

Employees shall not store City records or equipment on devices not owned, leased, or controlled by the City. Any records stored on non-City equipment or non-City premises shall be promptly returned to the custody of the City.

SECTION E – RECORDS DISPOSITION AND DESTRUCTION

E.01 – Disposal of Records; Active Requests or Litigation

No record which is the subject of an active public records request or which pertain to active, pending, threatened, or anticipated litigation shall be disposed without the written consent of the City Attorney and/or the City Land Use Attorney. Upon receipt of a public records request, the Clerk shall relay the public records request to the City Attorney and the City Land Use Attorney. The City Attorney and/or City Land Use Attorney shall provide written notification to the Clerk, of the litigation. The Clerk shall notify each affected department director, the IT director, and the City Manager, and each shall take the appropriate measures to enact a "legal hold" to prevent the disposal or destruction of any records pertaining thereto. Upon the conclusion of litigation, the City Attorney and/or City Land Use Attorney shall inform the parties to lift the "legal hold" placed upon the records.

Records pertaining to an inactive or abandoned records request shall be maintained for at least 30 days after the completion of the request.

All other records may be disposed upon the expiration of the longest applicable retention period. When disposal is conducted, all records containing exempt or confidential information shall be disposed using a means of destruction authorized by the Florida Administrative Code.

E.02 – Disposal Notification

Departments shall notify the Clerk prior to the destruction of any public records in the custody of the City. Prior to the public record's destruction, the Clerk shall ensure that the public records may be destroyed. The Clerk shall consult with the City Attorney and/or the City Land Use

Attorney if there is any vagueness or ambiguity relating to whether the public record may be destroyed.

E.03 – Annual Report to Florida Department of State

In accordance with Chapter 257, Florida Statutes, the Clerk shall complete and return the annual statement to the Florida Department of State summarizing the records disposed during the year.

SECTION F – PUBLIC RECORDS REQUESTS

F.01 – Written Request Not Required

A member of the public shall not be required to submit their request in writing, or upon any pre-printed form. A request may be submitted in any format including written, orally, or via electronic communication including telephone, e-mail or fax. Employees must honor a public records request in any format and/or means of submittal. Anonymous requests are permitted. However, the City encourages requestors to submit written requests through the City's public records request portal, thereby providing documentation of their request should any dispute arise.

F.02 – Acknowledgement and Timely Response Required

Florida courts have ruled that the only permissible delay to providing access to public records is the reasonable amount of time necessary for custodians to locate the responsive records, enforce any applicable exemptions thereto, and to consult with legal counsel as reasonable and necessary. Therefore, staff shall promptly acknowledge all public records requests and respond in good faith.

F.03 – Clerk to Coordinate Requests

The Clerk shall serve as a centralized coordinator of all requests for City records.

F.04 – Log of Requests

The Clerk shall be notified of all requests for City records and the Clerk shall keep a log of all requests.

F.05 – City Attorney and/or City Land Use Attorney to Participate

The City Attorney and/or the City Land Use Attorney shall participate in collection of documents in response to all public records requests as needed.

F.06 – Requests When Litigation Pending or Threatened

In the event the individual or entity requesting access to public records is involved in active or threatened litigation, or is representing such persons, such request shall immediately be relayed to the City Attorney, the City Land Use Attorney, and the City Manager by the Clerk. The Clerk shall consult with the City Attorney and/or the City Land Use Attorney prior to responding to the request.

F.07 – Screening of Records for Exempt or Confidential Information

By Florida law, records custodians are mandated to review records which are known or suspected to contain exempt or confidential content. If a review of the responsive record(s) is warranted, it shall be completed expeditiously by a properly trained employee.

Public records declared as “exempt” or “confidential” by law shall not be made available for inspection or copying to a member of the public, unless the exempted portions are sufficiently redacted to prevent disclosure.

F.08 – Choice of Formats

If City records are available in more than one format, the requestor may choose which format/medium to receive; however, staff are not required to convert records into a new medium or format. Furthermore, staff shall not convert records from one format to another with the intent of frustrating or inconveniencing the request or hindering the requestors ability to easily and conveniently utilize the records or data.

F.09 – Search Parameters

Requestors are highly encouraged to provide as much detail and specificity in each request so as to positively identify the records sought. Specifically, it is helpful for the requestor to:

1. Provide a date range.
2. Provide the name(s) of the specific employees, individuals, City departments, and/or business entities pertaining to your inquiring.
3. Provide a list of relevant keywords or search parameters.
4. If the request pertains to e-mail, provide the relevant e-mail address(es) and/or domain name(s), if known.
5. If the request pertains to property, provide the address, parcel number, or owner’s name, if known.

Providing such detail greatly assists the City staff in narrowing the scope of the request to encompass only those records sought – which reduces the time necessary to provide access to the requested records and can reduce the cost of fulfilling the request, if any.

F.10 – Fees and Fee Schedule

The City shall assess fees associated with public records requests as authorized by Chapter 119, Florida Statutes. Fees are for those items set out in § 119.07(4), Florida Statutes. The following fee schedule is established and consistent with § 119.07(4), Florida Statutes:

- | | |
|--------------------------|-------------------|
| • One-sided copy | \$ 0.15 per page |
| • Two-sided copy | \$ 0.20 per page |
| • Certified copy | \$ 1.00 per page |
| • Compact disc | \$ 6.00 per disc |
| • Special service charge | \$ 21.00 per hour |

The Special service charge shall mean the cost assessed for personnel engaged in the clerical and/or supervisory assistance required for the production of public records. The first aggregate of 15 minutes is at no cost to the requestor; thereafter, the fee is \$21.00 per hour per person and billable in increments of 10 minutes each at \$3.50 per increment, or portion thereof.

For other consumable materials not specifically addressed by said statute, the actual cost of duplication, materials, and postage shall be charged.

If § 119.07(4), Florida Statutes, is amended and the amendment affects this fee schedule or the City's fee schedule is amended, then this fee schedule is self-executing and automatically amended to be consistent with the amendment to § 119.07(4), Florida Statutes and the City's adopted fee schedule.

F.11 – Deposit Required When Fees Assessed

For requests where a fee or special service charge is assessed, staff shall transmit a cost estimate to the requestor and obtain a deposit in the amount of 50% of the total estimate prior to initiating any work relative to the request. In such cases, the responsive records shall not be provided to the requestor until all outstanding assessments have been paid in full (see F.12 – Abandoned Requests).

If the requestor asserts that the deposit requirement is a hardship, the Clerk is authorized to discuss and approve alternative terms.

F.12 – Abandoned Requests

Should the City attempt to contact the requestor and/or transmit a cost estimate and the requestor fails to respond in good faith, the City shall deem the request as "abandoned" after a period of 5 business days and the log shall reflect the abandonment. In cases where holidays or other closures of the City's administrative offices occur, staff shall afford reasonable additional time to the requestor to respond.

F.13 – Requests for Employee Personnel Files

As the City possesses many records relative to individual employees, it is necessary to define the specific items that shall comprise the official "personnel file" in order to provide consistency in the release of records pursuant to a public records request. For purposes of responding to a public records request, the "personnel file" shall constitute those items which document an employee's work history and career events (hiring, transfer, promotion, dismissal, resignation, retirement, etc.), compensation, training, commendations, performance evaluations, disciplinary actions, and/or workplace injuries. This definition thereby excludes records pertaining to fringe benefit selections (i.e., annual open enrollment), garnishments, timesheet/payroll data, background or driving history checks, drug and alcohol tests, federal tax-related forms, pension records, etc. In the event that this policy conflicts with state statutes, then state statutes prevail.

F.14 – Electronic Data

Florida Law mandates that information technology (IT) systems implemented by public agencies shall not erode the public's access to records (see § 119.01(2)(a), Florida Statutes). Therefore, staff shall provide access to public records stored within agency IT systems, including providing access to raw data. In the event no preexisting report or query exists to extract the records sought, a special service charge for extensive use of resources or staff time may be assessed in compliance with this policy. In accordance with Florida State Statutes, the city is not compelled to create new mediums for data.

F.15 – Requests for Research

Requests for research of City records must be responded to reasonably pursuant to Florida Statutes.

F.16 – Standing Requests

The City shall not accept any “standing requests” for records that do not yet exist, or for records which may be created or received by the City at some future date. The City is only obligated to respond to requests by providing records which exist at the time a public records request is submitted.

F.17 – Requests by Employees

City Councilmembers and Mayor: The City Councilmembers and Mayor shall have access to all general records of the municipality, except as otherwise excluded by law.

All other Employees: Requests by an employee other than those specified above in the normal course of his or her duties, shall not fall under the purview of this policy.

F.18 – E-mail Address Confidentiality

Under Florida law, e-mail addresses are public records. If a requestor does not want his or her e-mail address released in response to a public-records request, do not send electronic mail to the City. Instead, the requestor should contact the Clerk’s office by phone or in writing (see § 668.6076, Florida Statutes).

F.19 – Certified Records

For certification, eligible records in City custody shall be certified by affixing the City Seal and being countersigned by the Clerk, Deputy Clerk, or Records Administrator. The Clerk may assess the statutory fee for certification of records.

SECTION G – REDACTION OF PERSONAL INFORMATION**G.01 – Redaction of Personal Information**

Certain current and/or former public employees, victims of certain crimes or domestic abuse, and other persons enumerated in statute are entitled to protection of certain personal information per Florida law.

SECTION H – TRAINING, COMPLIANCE & VIOLATIONS**H.01 – Violations**

Employees are hereby notified that violation of public records law or City policies concerning records shall be grounds for disciplinary action. Repeated violations or flagrant abuses shall be grounds for termination.

H.02 – Senior Leadership Annual Compliance Statement

The City Council, Mayor, City Manager, and Department Heads shall complete annual training, conducted by the City Attorney, concerning the Florida Public Records Law and City public records policies.

H.03 – Sunshine Manual

On an annual basis, the City Council, Mayor, City Manager, and department heads shall be provided a copy of the latest version of the Florida Attorney General's Sunshine Manual.

H.04 – Critical Policy Reminders Circulated by Human Resources

The annual critical policies memorandum distributed by the Human Resources Department shall advise employees of the existence of this policy and inform employees of their responsibility to adhere thereto.

H.05 - Critical Policy Reminders for Committees and Board Members

The annual critical policies memorandum distributed by the City Clerk shall advise Committee and Board Members of their responsibility to adhere thereto.

SECTION I – MISCELLANEOUS PROVISIONS

I.01 - Administration

The Clerk shall be responsible for the preparation of any forms necessary for the implementation of this policy. It shall be his responsibility to administer this policy and to recommend any amendments that may, from time to time, be appropriate.

I.02 – Ministerial Amendments

The Clerk is authorized to periodically update this policy in the event of legislative changes to the Public Records Act or other exemptions created or abolished by the Legislature, or to incorporate new case law from Florida courts. A record of such amendments shall be kept by the Clerk and shall be reflected in the revision history of this policy.

The Clerk shall notify the City Council, Mayor, City Manager, City Attorney, and City Land Use Attorney via memorandum of any planned ministerial revisions to this policy and the revisions shall become effective 10 days thereafter, notwithstanding the objection of any City Councilmember, Mayor, City Manager, City Attorney, and City Land Use Attorney. Upon any objection, the Clerk shall place the revisions on a regular meeting agenda for ratification by the full City Council.

All substantive amendments to this policy shall require ratification by the City Council.

I.03 – Effective Date

This policy shall become effective upon adoption of Resolution by the City Council.

I.04 – Sunset Review

Notwithstanding any administrative updates, it shall be the Clerk's responsibility to schedule this policy for sunset review by the City Council when necessary.

I.05 – Conflicting Provisions

Any conflicting provision of City policy or operating instruction is hereby superseded by this policy. Any provisions of City policy or operating instruction not conflicting with this policy are not superseded.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 20, 2020

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 20, 2020

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

THRU: Lance Johnson, City Manager

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

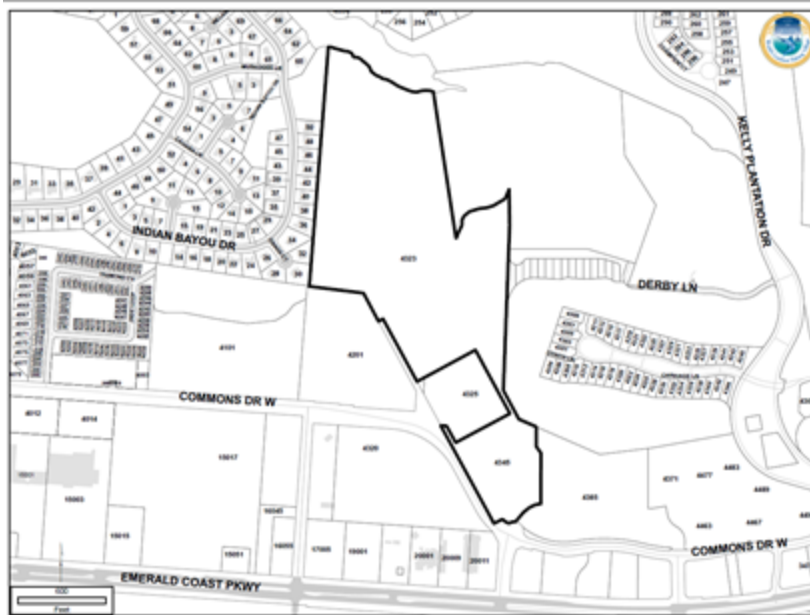
DATE: April 9, 2020

SUBJECT: First reading of Ordinance 20-09-PC - Amending the Future Land Use Map as referenced in Chapter 1 of the Comprehensive Plan to include a change in the future land use designations of the parcel described and generally depicted in Exhibit A from Residential, Office, Institutional (ROI), Recreation (REC), and Institutional (INST) to Institutional (INST)

I. BACKGROUND: Over the past year at City Council's Direction, Staff has worked to eliminate inconsistencies between the Zoning Map and Future Land Use Map. During this endeavor, the Mattie Kelly Arts Foundation Parcel (00-2S-22-0000-0001-B17F) was rezoned from Residential, Office, Institutional – Village Residential (ROI-VR), Recreation (REC) and Institutional (INST) to Institutional (INST).

II. DISCUSSION: ISSUE: As a result of the rezoning, the Mattie Kelly Arts Foundation Parcel is now inconsistent with the Future Land Use Map. As such, an amendment to the Future Land Use Map (FLUM) is now necessary.

DISCUSSION: Below is the parcel identified as the Mattie Kelly Arts Foundation that requires a Future Land Use Map Amendment.



Current Zoning	Current Future Land Use	Proposed Future Land Use
Institutional (INST)	Institutional (INST), Residential, Office, Institutional (ROI), and Recreation (REC)	Institutional (INST)

If approved, the Future Land Use of this parcel will be updated to be consistent with the current zoning.

The final step of the alignment of the Future Land Use Map and the Zoning Map will be to adopt and codify both maps into the City's Comprehensive Plan and Land Development Code, respectively.

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

III. CONCLUSION: During a Public Hearing held February 27, 2020, the Local Planning Agency (LPA) recommended that the City Council approve Ordinance 20-09-PC: Mattie Kelly Arts Foundation.

IV. RECOMMENDED MOTION: 1. I move that the City Council approve proposed Ordinance 20-09-PC: Mattie Kelly Arts Foundation.
2. I further move to direct staff to send Ordinance 20-09-PC: Mattie Kelly Arts Foundation to the Florida Department of Economic Opportunity for review of the Future Land Use Amendment prior to second reading.

Attachments:

1. Ordinance 20-09-PC

ORDINANCE NO. 20-09-PC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE FUTURE LAND USE MAP AS REFERENCED IN CHAPTER 1 OF THE COMPREHENSIVE PLAN TO INCLUDE A CHANGE IN THE FUTURE LAND USE DESIGNATIONS OF THE PARCEL DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM RESIDENTIAL, OFFICE, INSTITUTIONAL (ROI), RECREATION (REC), AND INSTITUTIONAL (INST) TO INSTITUTIONAL (INST); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the applicant desires to change the future land use designation from Residential, Office, Institutional (ROI); Recreation (REC); and Institutional (INST) to Institutional (INST) for future land use category in the City's Comprehensive Plan on a parcel of land set forth in Exhibit A, lying within the corporate limits of the City; and

WHEREAS, after due public notice, a public hearing was conducted by the Local Planning Agency on March 21, 2019, and its recommendations reported to the City Council; and

WHEREAS, after due public notice, a public hearing has been conducted by the City Council; and

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

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

SECTION 3. ADOPTION OF THE AMENDMENT TO THE FUTURE LAND USE MAP:

The City of Destin's Future Land Use Map is hereby amended by changing the future land use category from Residential, Office, Institutional (ROI); Recreation (REC); and Institutional (INST) to Institutional (INST) for the specific area of land of approximately 51.7 acres, which area of land is legally described and depicted on Exhibit A, attached hereto and fully incorporated herein by this reference.

SECTION 4. TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY:

The City Manager or his designee is hereby designated to sign a letter transmitting the adopted comprehensive plan amendment to the State Planning agency, in accordance with the Community Planning Act.

SECTION 5. INCORPORATION INTO COMPREHENSIVE PLAN. Upon the effective date of the comprehensive plan amendment adopted by this Ordinance, said amendment shall be incorporated into the City of Destin's Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 6. CONFLICTING PROVISIONS. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed by this ordinance to the extent of such conflict.

SECTION 7. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 8. EFFECTIVE DATE. The comprehensive plan amendment shall not become effective until 31 days after the State Planning Agency notifies the City that the plan amendment package transmitted by the City is complete, except however, if the plan amendment is timely challenged, this Ordinance shall not become effective until the date a final order is issued by the State Land Planning Agency, or the date the Administration Commission enters a final order determining that the adopted plan amendment is in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commenced before it becomes effective. After and from the effective date of this amendment, the comprehensive plan amendment set forth herein shall amend the City of Destin's Comprehensive Plan and shall become a part of that plan and the amendment shall have the legal status of the City of Destin's Comprehensive Plan, as amended.

ADOPTED THIS 6TH DAY OF _____ 2020.

BY: _____
Gary Jarvis, Mayor

ATTEST:

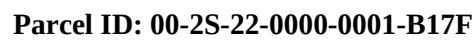
The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney, for the City of Destin, only.

Rey Bailey, City Clerk

Kimberly Kopp, City Land Use Attorney

First Reading: _____
Second Reading: _____

Page 3 of 2



PARCEL 1

A PARCEL OF LAND SITUATED IN UN-SECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING PERMANENT CONCRETE REFERENCE MONUMENT (LAND SURVEYING BUSINESS NO. 3501) MARKING THE SOUTHWEST CORNER OF CARRIAGE PLACE AT KELLY PLANTATION ACCORDING TO THE RECORD PLAT THEREOF RECORDED IN PLAT BOOK 17 AT PAGES 83 AND 84 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE RUN S25°41'42"W FOR 326.95 FEET TO THE POINT OF BEGINNING; THENCE PROCEED THE FOLLOWING COURSES: S28°21'57"E FOR 94.76 FEET; S35°28'49"E FOR 126.22 FEET; N00°00'39"W FOR 134.57 FEET; N66°25'40"W FOR 129.03 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 8,697.669 SQUARE FEET OR 0.200 ACRES MORE OR LESS.

PARCEL 2

A PARCEL OF LAND SITUATED IN UN-SECTIONALIZED TOWNSHIP 3 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING PERMANENT CONCRETE REFERENCE MONUMENT (LAND SURVEYING BUSINESS NO. 3501) MARKING THE SOUTHWEST CORNER OF CARRIAGE PLACE AT KELLY PLANTATION ACCORDING TO THE RECORD PLAT THEREOF RECORDED IN PLAT BOOK 17 AT PAGES 83 AND 84 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE PROCEED THE FOLLOWING COURSES: S25°41'42"W FOR 326.95 FEET; S28°21'57"E FOR 94.76 FEET; S35°28'49"E FOR 182.75 FEET; S00°00'39"E FOR 301.88 FEET TO THE POINT OF BEGINNING; THENCE RUN S61°36'44"W FOR 306.56 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 500.00 FEET AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF COMMONS DRIVE WEST (EXISTING RIGHT-OF-WAY, WIDTH VARIES); THENCE RUN SOUTHEASTERLY ALONG SAID CURVE AND NORTHEASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 05°46'15" AN ARC DISTANCE OF 50.36 FEET (CHORD = 50.34 FEET, CHORD BEARING = S51°00'29"E) TO THE POINT OF REVERSED CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 84.00 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE AND NORTHEASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 25°35'12" AN ARC DISTANCE OF 37.51 FEET (CHORD = 37.20 FEET, CHORD BEARING = N86°34'20"E) TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62°23'58" AN ARC DISTANCE OF 27.23 FEET (CHORD = 25.90 FEET, CHORD BEARING = N68°09'57"E) TO THE POINT OF TANGENCY; THENCE RUN N36°57'57"E FOR 55.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 209.50 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°25'57" AN ARC DISTANCE OF 162.47 FEET (CHORD = 158.43 FEET, CHORD BEARING = N59°10'56"E) TO A POINT; THENCE DEPARTING SAID CURVE RUN N00°00'39"W FOR 40.09 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 11,449.681 SQUARE FEET OR 0.263 ACRES MORE OR LESS.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 20, 2020

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

THRU: Lance Johnson, City Manager

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

DATE: April 9, 2020

SUBJECT: First reading of Ordinance 20-10-PC - Amending the Future Land Use Map as referenced in Chapter 1 of the Comprehensive Plan to include a change in the Future Land Use designations of the parcels described and generally depicted in Exhibit A from North Harbor Mixed Use (NHMU) and Residential, Office, Institutional (ROI) to Institutional (INST).

I. BACKGROUND: Over the past year at City Council's direction, Staff has worked to eliminate inconsistencies between the Zoning Map and Future Land Use Map. During this endeavor, the City Parking Lots (3 parcels) (00-2S-22-0310-000D-3760; 00-2S-22-0310-000D-3780; 00-2S-22-0310-000D-3790) were rezoned from North Harbor Mixed Use (NHMU) and Residential, Office, Institutional – Village Residential (ROI-VR) to Institutional (INST) to create consistency of land uses within the affected parcels.

II. DISCUSSION: **ISSUE:** The three (3) parcels which were corrected through City-initiated Zoning Amendments are now inconsistent with the Future Land Use Map. As such, an amendment to the Future Land Use Map (FLUM) is now necessary.

DISCUSSION: Below are the three (3) parcels identified as the City Parking Lots that require a Future Land Use Amendment:



Current Zoning	Current Land Use	Future Land Use	Proposed Future Land Use
Institutional (INST)	North Harbor Mixed Use (NHMU), Residential, Office, Institutional (ROI)		Institutional (INST)

If approved, the Future Land Use of these parcels will be updated to be consistent with the current zoning.

The final step of the alignment of the Future Land Use Map and the Zoning Map will be to adopt and codify both maps into the City's Comprehensive Plan and Land Development Code, respectively.

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

III. CONCLUSION: During a Public Hearing held February 27, 2020, the Local Planning Agency (LPA) recommended that the City Council approve Ordinance 20-10-PC: City Parking Lots.

IV. RECOMMENDED MOTION: 1. I move that the City Council approve proposed Ordinance 20-10-PC: City Parking Lots
 2. I further move to direct staff to send Ordinance 20-10-PC: City Parking Lots to the Florida Department of Economic Opportunity for review of the Future Land Use Amendment prior to second reading.

Attachments:

1. Ordinance 20-10-PC

ORDINANCE NO. 20-10-PC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE FUTURE LAND USE MAP AS REFERENCED IN CHAPTER 1 OF THE COMPREHENSIVE PLAN TO INCLUDE A CHANGE IN THE FUTURE LAND USE DESIGNATIONS OF THE PARCELS DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM NORTH HARBOR MIXED USE (NHMU) AND RESIDENTIAL, OFFICE, INSTITUTIONAL (ROI) TO INSTITUTIONAL (INST); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the applicant desires to change the future land use designation from NORTH HARBOR MIXED USE (NHMU) AND RESIDENTIAL, OFFICE, INSTITUTIONAL (ROI) TO INSTITUTIONAL (INST); for future land use category in the City's Comprehensive Plan on a parcel of land set forth in Exhibit A, lying within the corporate limits of the City; and

WHEREAS, after due public notice, a public hearing was conducted by the Local Planning Agency on March 21, 2019, and its recommendations reported to the City Council; and

WHEREAS, after due public notice, a public hearing has been conducted by the City Council; and

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

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

SECTION 3. ADOPTION OF THE AMENDMENT TO THE FUTURE LAND USE MAP:

The City of Destin's Future Land Use Map is hereby amended by changing the future land use category from NORTH HARBOR MIXED USE (NHMU) AND RESIDENTIAL, OFFICE, INSTITUTIONAL (ROI) TO INSTITUTIONAL (INST); for the specific area of land of approximately 2.5 acres, which area of land is legally described and depicted on Exhibit A, attached hereto and fully incorporated herein by this reference.

SECTION 4. TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY:

The City Manager or his designee is hereby designated to sign a letter transmitting the adopted comprehensive plan amendment to the State Planning agency, in accordance with the Community Planning Act.

SECTION 5. INCORPORATION INTO COMPREHENSIVE PLAN. Upon the effective date of the comprehensive plan amendment adopted by this Ordinance, said amendment shall be incorporated into the City of Destin's Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 6. CONFLICTING PROVISIONS. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed by this ordinance to the extent of such conflict.

SECTION 7. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 8. EFFECTIVE DATE. The comprehensive plan amendment shall not become effective until 31 days after the State Planning Agency notifies the City that the plan amendment package transmitted by the City is complete, except however, if the plan amendment is timely challenged, this Ordinance shall not become effective until the date a final order is issued by the State Land Planning Agency, or the date the Administration Commission enters a final order determining that the adopted plan amendment is in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commenced before it becomes effective. After and from the effective date of this amendment, the comprehensive plan amendment set forth herein shall amend the City of Destin's Comprehensive Plan and shall become a part of that plan and the amendment shall have the legal status of the City of Destin's Comprehensive Plan, as amended.

ADOPTED THIS 6TH DAY OF _____ 2020.

BY: _____
Gary Jarvis, Mayor

ATTEST:

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

Rey Bailey, City Clerk

Kimberly Kopp, City Land Use Attorney

First Reading: _____
Second Reading: _____

00-2S-22-0310-000D-3780
 Lot 378, Block D, SECOND REVISION OF CALHOUNS SUBDIVISION OF
 ADDITION TO TOWN OF DESTIN, according to the plat thereof as recorded in Plat
 Book 2, Page 43-A, Public Records of Okaloosa County, Florida.

00-2S-22-0310-000D-3790
 Lot 379, Block D, Calhoun's Subdivision of Addition to Town of Destin, Florida,
 according to the map or plat thereof as recorded in Plat Book 2, Page(s) 43-A, Public
 Records of Okaloosa County, Florida.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 20, 2020

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

THRU: Lance Johnson, City Manager

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

DATE: April 9, 2020

SUBJECT: First reading of Ordinance 20-11-PC - Amending the Future Land Use Map as referenced in Chapter 1 of the Comprehensive Plan to include a change in the future land use designations of the parcel described and generally depicted in Exhibit A from Medium Density Residential (MDR) and Residential, Office, Institutional (ROI) to Residential, Office, Institutional (ROI).

I. BACKGROUND: Over the past year at City Council's direction, Staff has worked to eliminate inconsistencies between the Zoning Map and Future Land Use Map. During this endeavor, the Sugarloaf Apartments (00-2S-22-0000-0057-0010) was rezoned from Residential, Office, Institutional – Village Residential (ROI-VR) and Medium Density Residential – Village (MDR-V) to Residential, Office, Institutional – Village Residential (ROI-VR) to create consistency of land uses within the affected parcels.

II. DISCUSSION: ISSUE: As a result of this rezoning, Sugarloaf Apartments is now inconsistent with the Future Land Use Map. As such, an amendment to the Future Land Use Map (FLUM) is now necessary.

DISCUSSION: Below is the parcel identified as Sugarloaf Apartments that requires a Future Land Use Amendment:

**Current Zoning**

Residential, Office, Institutional
– Village Residential (ROI-
VR)

Current Future Land Use

Residential, Office, Institutional
(ROI), Medium Density Residential
(MDR)

**Proposed Future
Land Use**

Residential,
Office, Institutional
(ROI)

If approved, the Future Land Use of this parcel will be updated to be consistent with the current zoning.

The final step of the alignment of the Future Land Use Map and the Zoning Map will be to adopt and codify both maps into the City's Comprehensive Plan and Land Development Code, respectively.

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

III. CONCLUSION: During a Public Hearing held February 27, 2020, the Local Planning Agency (LPA) recommended that the City Council approve Ordinance 20-11-PC: Sugarloaf Apartments.

IV. RECOMMENDED MOTION: 1. I move that the City Council approve proposed Ordinance 20-11-PC: Sugarloaf Apartments,
2. I further move to direct staff to send Ordinance 20-11-PC: Sugarloaf Apartments to the Florida Department of Economic Opportunity for review of the Future Land Use Amendment prior to second reading

Attachments:

1. Ordinance 20-11-PC

ORDINANCE NO. 20-11-PC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE FUTURE LAND USE MAP AS REFERENCED IN CHAPTER 1 OF THE COMPREHENSIVE PLAN TO INCLUDE A CHANGE IN THE FUTURE LAND USE DESIGNATIONS OF THE PARCEL DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND RESIDENTIAL, OFFICE, INSTITUTIONAL (ROI) TO RESIDENTIAL, OFFICE, INSTITUTIONAL (ROI); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the applicant desires to change the future land use designation from MEDIUM DENSITY RESIDENTIAL (MDR) AND RESIDENTIAL, OFFICE, INSTITUTIONAL (ROI) TO RESIDENTIAL, OFFICE, INSTITUTIONAL (ROI) for future land use category in the City's Comprehensive Plan on a parcel of land set forth in Exhibit A, lying within the corporate limits of the City; and

WHEREAS, after due public notice, a public hearing was conducted by the Local Planning Agency on March 21, 2019, and its recommendations reported to the City Council; and

WHEREAS, after due public notice, a public hearing has been conducted by the City Council; and

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

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

SECTION 3. ADOPTION OF THE AMENDMENT TO THE FUTURE LAND USE MAP:

The City of Destin's Future Land Use Map is hereby amended by changing the future land use category from MEDIUM DENSITY RESIDENTIAL (MDR) AND RESIDENTIAL, OFFICE, INSTITUTIONAL (ROI) TO RESIDENTIAL, OFFICE, INSTITUTIONAL (ROI) for the specific area of land of approximately 13.8 acres, which area of land is legally described and depicted on Exhibit A, attached hereto and fully incorporated herein by this reference.

SECTION 4. TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY:

The City Manager or his designee is hereby designated to sign a letter transmitting the adopted comprehensive plan amendment to the State Planning agency, in accordance with the Community Planning Act.

SECTION 5. INCORPORATION INTO COMPREHENSIVE PLAN. Upon the effective date of the comprehensive plan amendment adopted by this Ordinance, said amendment shall be incorporated into the City of Destin's Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 6. CONFLICTING PROVISIONS. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed by this ordinance to the extent of such conflict.

SECTION 7. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 8. EFFECTIVE DATE. The comprehensive plan amendment shall not become effective until 31 days after the State Planning Agency notifies the City that the plan amendment package transmitted by the City is complete, except however, if the plan amendment is timely challenged, this Ordinance shall not become effective until the date a final order is issued by the State Land Planning Agency, or the date the Administration Commission enters a final order determining that the adopted plan amendment is in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commenced before it becomes effective. After and from the effective date of this amendment, the comprehensive plan amendment set forth herein shall amend the City of Destin's Comprehensive Plan and shall become a part of that plan and the amendment shall have the legal status of the City of Destin's Comprehensive Plan, as amended.

ADOPTED THIS 6TH DAY OF _____ 2020.

BY: _____
Gary Jarvis, Mayor

ATTEST:

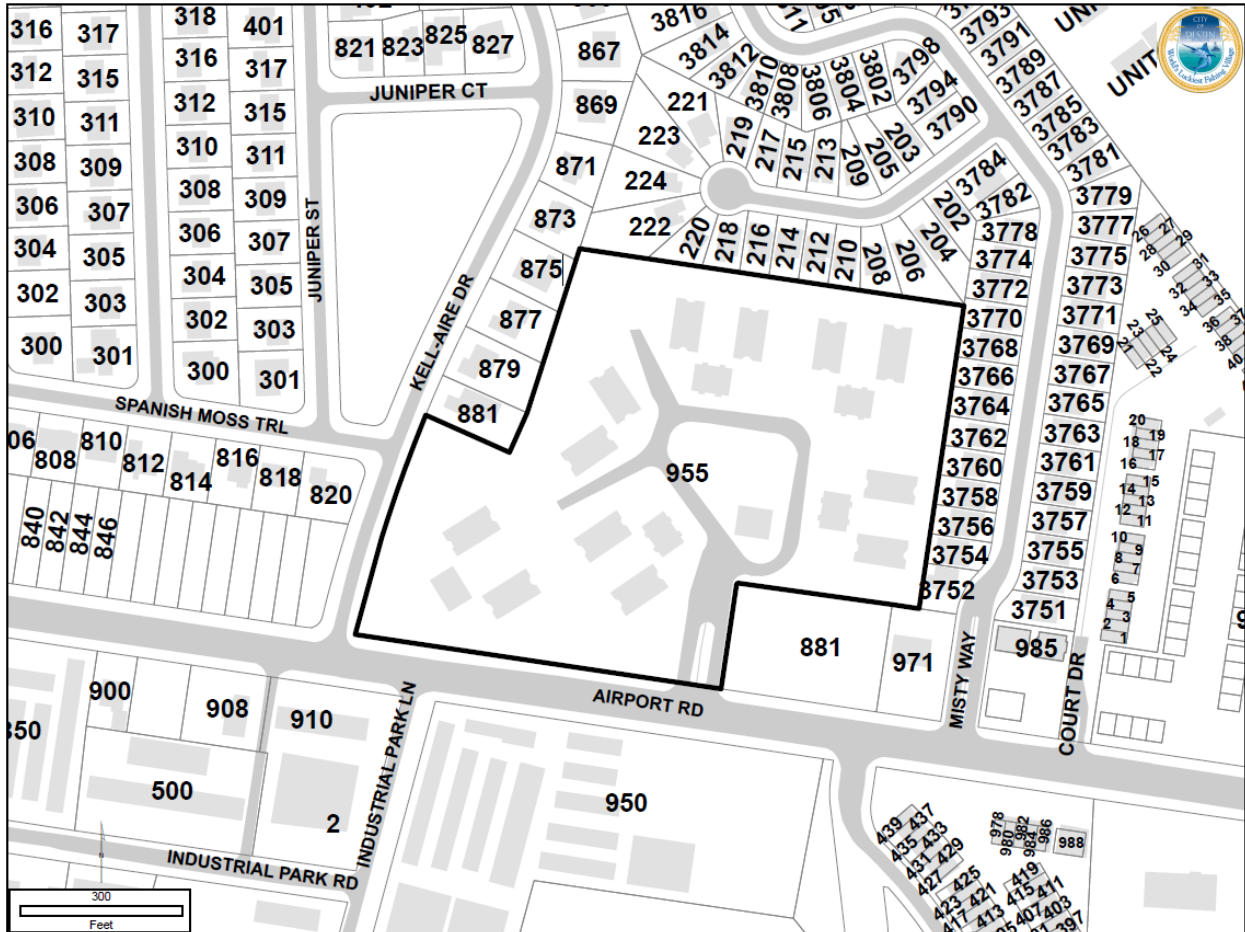
The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney, for the City of Destin, only.

Rey Bailey, City Clerk

Kimberly Kopp, City Land Use Attorney

First Reading: _____
Second Reading: _____

EXHIBIT A



Parcel ID: 00-2S-22-0000-0057-0010

LEGAL DESCRIPTION: PHASE "D" OF SUGARLOAF APARTMENTS

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, BLOCK B, HARBOR BREEZE, AS RECORDED IN PLAT BOOK 13, PAGE 32, OKALOOSA COUNTY, FLORIDA; THENCE NORTH 07° 17' 54" EAST ALONG THE WEST BOUNDARY OF SAID HARBOR BREEZE A DISTANCE OF 274.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 07° 17' 54" EAST ALONG SAID BOUNDARY A DISTANCE OF 291.00 FEET; THENCE NORTH 82° 42' 06" WEST A DISTANCE OF 294.00 FEET; THENCE SOUTH 07° 17' 54" WEST A DISTANCE OF 291.00 FEET; THENCE SOUTH 82° 42' 06" EAST A DISTANCE OF 294.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: PHASE "E" OF SUGARLOAF APARTMENTS

BEGIN AT THE SOUTHWEST CORNER OF LOT 1, BLOCK B, HARBOR BREEZE, AS RECORDED IN PLAT BOOK 13, PAGE 32, OKALOOSA COUNTY, FLORIDA; THENCE NORTH 07° 17' 54" EAST ALONG THE WEST BOUNDARY OF SAID HARBOR BREEZE A DISTANCE OF 274.00 FEET; THENCE NORTH 82° 42' 06" WEST A DISTANCE OF 294.00 FEET; THENCE SOUTH 07° 17' 54" WEST A DISTANCE OF 13.51 FEET; THENCE ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 066° 25' 18", FOR AN ARC LENGTH OF 34.78 FEET, (CHORD BEARING SOUTH 25° 54' 45" EAST, CHORD DISTANCE 32.86 FEET) TO ITS POINT OF TANGENCY; THENCE SOUTH 07° 17' 54" WEST A DISTANCE OF 164.00 FEET; THENCE ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 090° 00' 00", FOR AN ARC LENGTH OF 47.12 FEET, (CHORD BEARING SOUTH 52° 17' 54" WEST, CHORD DISTANCE 42.43 FEET) TO ITS POINT OF TANGENCY; THENCE NORTH 82° 42' 06" WEST A DISTANCE OF 17.94 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 47° 16' 00", FOR AN ARC DISTANCE OF 16.50 FEET (CHORD BEARING NORTH 59° 04' 06" WEST, CHORD DISTANCE 16.04 FEET) TO ITS POINT OF TANGENCY; THENCE NORTH 35° 26' 06" WEST A DISTANCE OF 2.01 FEET; THENCE SOUTH 07° 17' 54" WEST A DISTANCE OF 46.91 FEET; THENCE SOUTH 82° 42' 06" EAST A DISTANCE OF 340.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: PHASE "F" OF SUGARLOAF APARTMENTS

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, BLOCK B, HARBOR BREEZE, AS RECORDED IN PLAT BOOK 13, PAGE 32, OKALOOSA COUNTY, FLORIDA; THENCE NORTH 82° 42' 06" WEST ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 340.00 FEET; THENCE SOUTH 07° 17' 54" WEST A DISTANCE OF 200.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF AIRPORT ROAD (100 FOOT RIGHT-OF-WAY); THENCE NORTH 82° 42' 06" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 207.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 82° 42' 06" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 475.00 FEET; THENCE NORTH 12° 58' 54" EAST ALONG THE EASTERLY RIGHT-OF-WAY OF KELL-AIRE DRIVE (66 FOOT RIGHT-OF-WAY) AS SHOWN ON THE PLAT OF KELL-AIRE GARDENS, AS RECORDED IN PLAT BOOK 5, PAGE 48, OKALOOSA COUNTY, FLORIDA, A DISTANCE OF 37.05 FEET; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY AND ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2735.76 FEET, A CENTRAL ANGLE OF 08° 08' 33" FOR AN ARC DISTANCE OF 388.79 FEET (CHORD BEARING NORTH 17° 03' 10" EAST, CHORD DISTANCE 388.47 FEET); THENCE SOUTH 67° 05' 58" EAST A DISTANCE OF 169.21 FEET; THENCE SOUTH 22° 54' 02" WEST A DISTANCE OF 70.00 FEET; THENCE SOUTH 33° 07' 53" EAST A DISTANCE OF 403.02 FEET TO THE POINT OF BEGINNING.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 20, 2020

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

THRU: Lance Johnson, City Manager

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

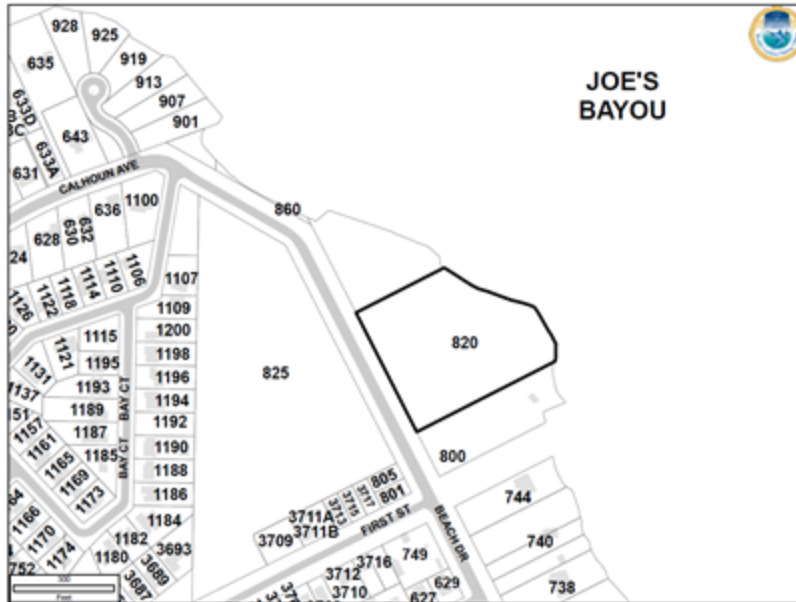
DATE: April 9, 2020

SUBJECT: First reading of Ordinance 20-12-PC - Amending the Future Land Use Map as referenced in Chapter 1 of the Comprehensive Plan to include a change in the future land use designations of the parcel described and generally depicted in Exhibit A from Bay Estates (BE) to Recreation (REC)

I. BACKGROUND: Over the past year with City Council's direction, Staff has worked to eliminate inconsistencies between the Zoning Map and Future Land Use Map. During this endeavor, the Cemex Plant (00-2S-22-1360-0020-0070) was rezoned from Bay Estates (BE) to Recreation (REC).

II. DISCUSSION: **ISSUE:** As a result of the rezoning, the Cemex Plant is now inconsistent with the Future Land Use Map. As such, an amendment to the Future Land Use Map (FLUM) is now necessary.

DISCUSSION: Below is the parcel identified as the Cemex Plant that requires a Future Land Use Map Amendment:



Current Zoning	Current Future Land Use	Proposed Future Land Use
Recreation (REC)	Bay Estates (BE)	Recreation (REC)

If approved, the Future Land Use of this parcel will be updated to be consistent with the current zoning.

The final step of the alignment of the Future Land Use Map and the Zoning Map will be to adopt and codify both maps into the City's Comprehensive Plan and Land Development Code, respectively.

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

III. CONCLUSION: During a Public Hearing held February 27, 2020, the Local Planning Agency (LPA) recommended that the City Council approve Ordinance 20-12-PC: Cemex Plant

IV. RECOMMENDED MOTION: 1. I move that the City Council approve proposed Ordinance 20-12-PC: Cemex Plant
 2. I further move to direct staff to send Ordinance 20-12-PC: Cemex Plant to the Florida Department of Economic Opportunity for review of the Future Land Use Amendment prior to second reading.

Attachments:

1. Ordinance20-12-PC

ORDINANCE NO. 20-12-PC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE FUTURE LAND USE MAP AS REFERENCED IN CHAPTER 1 OF THE COMPREHENSIVE PLAN TO INCLUDE A CHANGE IN THE FUTURE LAND USE DESIGNATIONS OF THE PARCEL DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM BAY ESTATES (BE) TO RECREATION (REC); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the applicant desires to change the future land use designation from BAY ESTATES (BE) TO RECREATION (REC) for future land use category in the City's Comprehensive Plan on a parcel of land set forth in Exhibit A, lying within the corporate limits of the City; and

WHEREAS, after due public notice, a public hearing was conducted by the Local Planning Agency on March 21, 2019, and its recommendations reported to the City Council; and

WHEREAS, after due public notice, a public hearing has been conducted by the City Council; and

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

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

SECTION 3. ADOPTION OF THE AMENDMENT TO THE FUTURE LAND USE MAP:

The City of Destin's Future Land Use Map is hereby amended by changing the future land use category from BAY ESTATES (BE) TO RECREATION (REC) for the specific area of land of approximately 3.90 acres, which area of land is legally described and depicted on Exhibit A, attached hereto and fully incorporated herein by this reference.

SECTION 4. TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY:

The City Manager or his designee is hereby designated to sign a letter transmitting the adopted comprehensive plan amendment to the State Planning agency, in accordance with the Community Planning Act.

SECTION 5. INCORPORATION INTO COMPREHENSIVE PLAN. Upon the effective date of the comprehensive plan amendment adopted by this Ordinance, said amendment shall be incorporated into the City of Destin's Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 6. CONFLICTING PROVISIONS. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed by this ordinance to the extent of such conflict.

SECTION 7. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 8. EFFECTIVE DATE. The comprehensive plan amendment shall not become effective until 31 days after the State Planning Agency notifies the City that the plan amendment package transmitted by the City is complete, except however, if the plan amendment is timely challenged, this Ordinance shall not become effective until the date a final order is issued by the State Land Planning Agency, or the date the Administration Commission enters a final order determining that the adopted plan amendment is in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commenced before it becomes effective. After and from the effective date of this amendment, the comprehensive plan amendment set forth herein shall amend the City of Destin's Comprehensive Plan and shall become a part of that plan and the amendment shall have the legal status of the City of Destin's Comprehensive Plan, as amended.

ADOPTED THIS 6TH DAY OF _____ 2020.

BY: _____
Gary Jarvis, Mayor

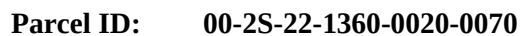
ATTEST:

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

Rey Bailey, City Clerk

Kimberly Kopp, City Land Use Attorney

First Reading: _____
Second Reading: _____



Being the property conveyed to Ready Mix USA, LLC by special warranty deed from Cemex, Inc., successor by merger to Florida Mining and Materials Concrete Corp., recorded August 16, 2005 in Book 2644 Page 1552 in the Public Records for Okaloosa County, Florida

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 20, 2020

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

THRU: Lance Johnson, City Manager

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

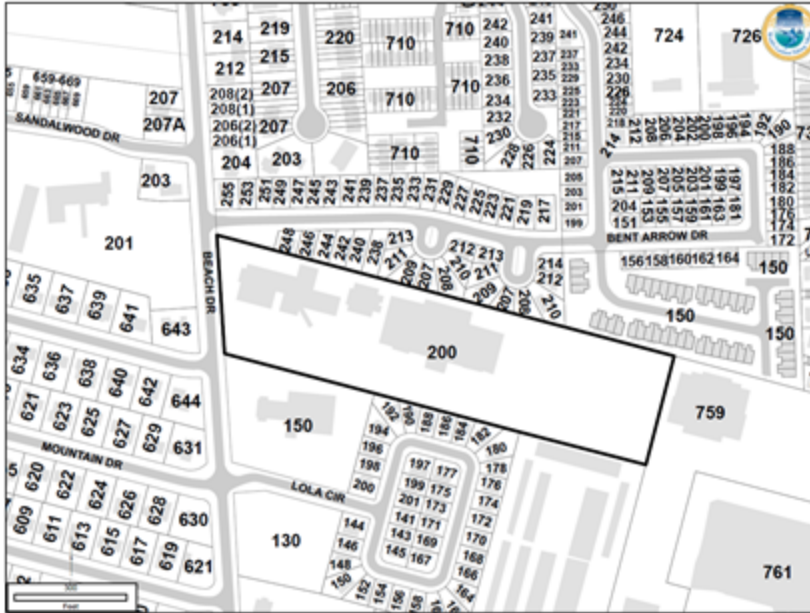
DATE: April 9, 2020

SUBJECT: First reading of Ordinance 20-13-PC - Amending the Future Land Use Map as referenced in Chapter 1 of the Comprehensive Plan to include a change in the future land use designations of the parcel described and generally depicted in Exhibit A from Institutional (INST) and Town Center Mixed Use (TCMU) to Institutional (INST).

I. BACKGROUND: Over the past year at City Council's direction, Staff has worked to eliminate inconsistencies between the Zoning Map and Future Land Use Map. During this endeavor, the Destin United Methodist Church (Destin UMC) parcel (00-2S-22-0000-0011-003A) was rezoned from Institutional (INST) and Town Center Mixed Use (TCMU) to Institutional (INST).

II. DISCUSSION: ISSUE: As a result of the rezoning, the Destin UMC is now inconsistent with the Future Land Use Map. As such, an amendment to the Future Land Use Map (FLUM) is now necessary.

DISCUSSION: Below is the parcel identified as the Destin UMC that requires a Future Land Use Map Amendment:



Current Zoning	Current Future Land Use	Proposed Future Land Use
Institutional (INST)	Institutional (INST); Town Center Mixed Use (TCMU)	Institutional (INST)

If approved, the Future Land Use of this parcel will be updated to be consistent with the current zoning.

The final step of the alignment of the Future Land Use Map and the Zoning Map will be to adopt and codify both maps into the City's Comprehensive Plan and Land Development Code, respectively.

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

III. CONCLUSION: During a Public Hearing held February 27, 2020, the Local Planning Agency (LPA) recommended that the City Council approve Ordinance 20-13-PC: Destin UMC.

IV. RECOMMENDED MOTION: 1. I move that the City Council approve proposed Ordinance 20-13-PC: DUMC.
2. I further move to direct staff to send Ordinance 20-13-PC: Destin UMC to the Florida Department of Economic Opportunity for review of the Future Land Use Amendment prior to second reading.

Attachments:

1. Ordinance 20-13-PC

ORDINANCE NO. 20-13-PC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE FUTURE LAND USE MAP AS REFERENCED IN CHAPTER 1 OF THE COMPREHENSIVE PLAN TO INCLUDE A CHANGE IN THE FUTURE LAND USE DESIGNATIONS OF THE PARCEL DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM INSTITUTIONAL (INST) AND TOWN CENTER MIXED USE (TCMU) TO INSTITUTIONAL (INST); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the applicant desires to change the future land use designation from INSTITUTIONAL (INST) AND TOWN CENTER MIXED USE (TCMU) TO INSTITUTIONAL (INST) for future land use category in the City's Comprehensive Plan on a parcel of land set forth in Exhibit A, lying within the corporate limits of the City; and

WHEREAS, after due public notice, a public hearing was conducted by the Local Planning Agency on March 21, 2019, and its recommendations reported to the City Council; and

WHEREAS, after due public notice, a public hearing has been conducted by the City Council; and

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

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

SECTION 3. ADOPTION OF THE AMENDMENT TO THE FUTURE LAND USE MAP:

The City of Destin's Future Land Use Map is hereby amended by changing the future land use category from INSTITUTIONAL (INST) AND TOWN CENTER MIXED USE (TCMU) TO INSTITUTIONAL (INST) for the specific area of land of approximately 8.34 acres, which area of land is legally described and depicted on Exhibit A, attached hereto and fully incorporated herein by this reference.

SECTION 4. TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY:

The City Manager or his designee is hereby designated to sign a letter transmitting the adopted

comprehensive plan amendment to the State Planning agency, in accordance with the Community Planning Act.

SECTION 5. INCORPORATION INTO COMPREHENSIVE PLAN. Upon the effective date of the comprehensive plan amendment adopted by this Ordinance, said amendment shall be incorporated into the City of Destin's Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 6. CONFLICTING PROVISIONS. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed by this ordinance to the extent of such conflict.

SECTION 7. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 8. EFFECTIVE DATE. The comprehensive plan amendment shall not become effective until 31 days after the State Planning Agency notifies the City that the plan amendment package transmitted by the City is complete, except however, if the plan amendment is timely challenged, this Ordinance shall not become effective until the date a final order is issued by the State Land Planning Agency, or the date the Administration Commission enters a final order determining that the adopted plan amendment is in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commenced before it becomes effective. After and from the effective date of this amendment, the comprehensive plan amendment set forth herein shall amend the City of Destin's Comprehensive Plan and shall become a part of that plan and the amendment shall have the legal status of the City of Destin's Comprehensive Plan, as amended.

ADOPTED THIS 6TH DAY OF _____ 2020.

BY: _____
Gary Jarvis, Mayor

ATTEST:

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

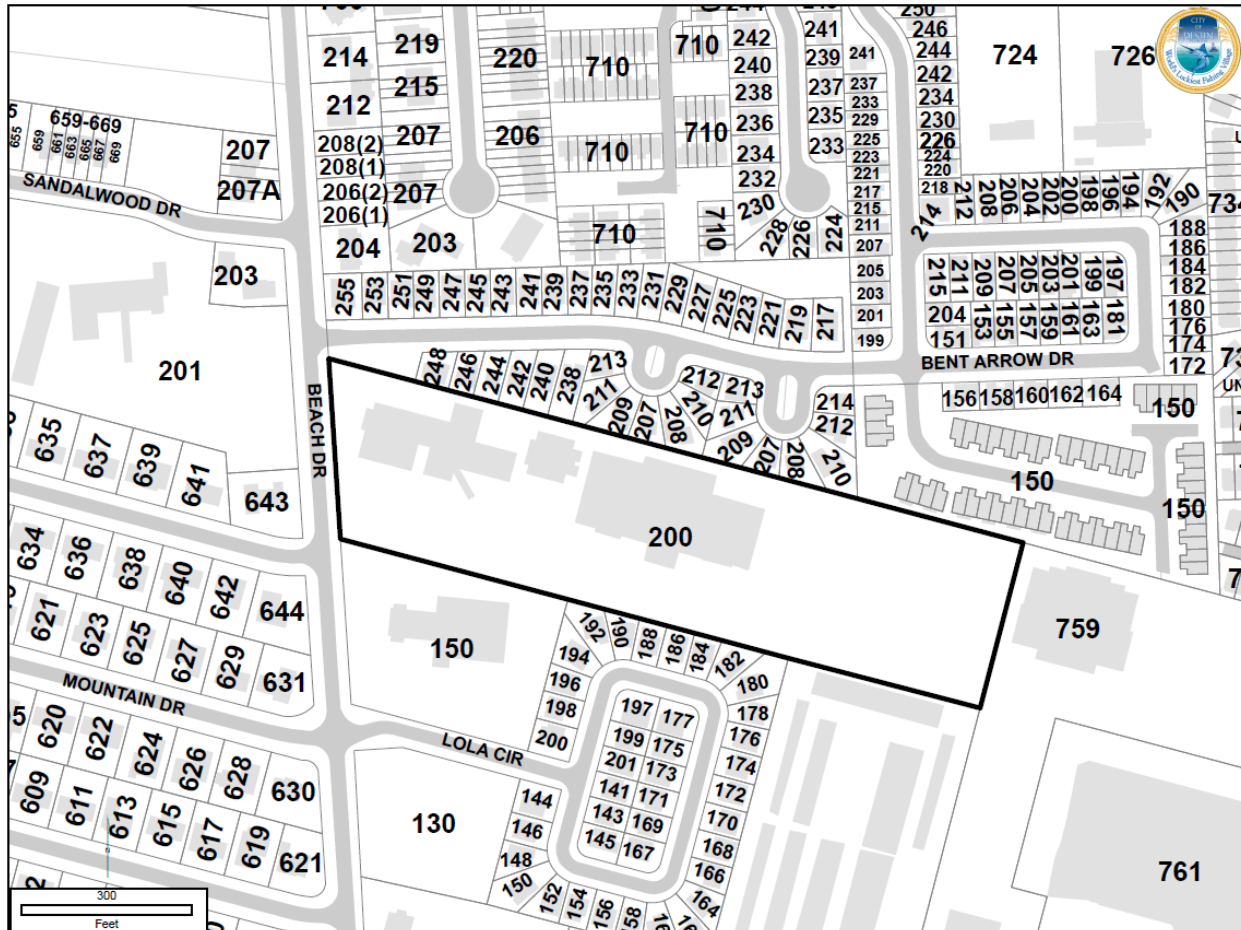
Rey Bailey, City Clerk

Kimberly Kopp, City Land Use Attorney

First Reading: _____

Second Reading: _____

EXHIBIT A



Parcel ID: 00-2S-22-0000-0011-003A

Commence at the Southwest corner of Lot 7, Block "G", Revised Second East Pass Addition to Destin, Florida as recorded in Plat Book 1 at Page 19A of the Public Records of Okaloosa County, Florida; thence go North $13^{\circ}49'00''$ East along the West line of Lot 7 and a northerly projection thereof a distance of 1002.06 feet to the Point of Beginning; thence continue North $13^{\circ}49'00''$ East a distance of 300.00 feet to the Henderson-Kelly line; thence go North $76^{\circ}11'53''$ West along the Henderson-Kelly line a distance of 913.29 feet to the easterly right-of-way line of Beach Drive (66' R/W); thence go South $04^{\circ}50'13''$ East along the East right-of-way line a distance of 316.62 feet; thence go South $76^{\circ}11'53''$ East parallel to the Henderson-Kelly line a distance of 812.13 feet to the Point of Beginning. The above described parcel contains 5.94 acres.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: April 20, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU:

FROM:

DATE: April 15, 2020

SUBJECT: 1) Planning for our future

I. BACKGROUND: Discussions on how to begin the process of putting together sound ideas and plans as the Governor or National recommendations or mandates change or expire; and to have a plan or guideline for City Council and staff to consider and create during this last shelter in place order that is scheduled to end April 30th.

II. DISCUSSION: The Mayor offers the following ideas or ways to ease towards a normalization of the people's lives and to develop plans that give the community hope that they will overcome the challenges of COVID-19 and prosper once again.

1) Reopen City of Destin public and private gulf side beaches for set times each day - 6:00 to 8:00 a.m. and 5:00 to 7:00 p.m. - 7 days a week, and require only walking, running and fishing. No chair set ups, no laying on the beach, and no stationary workouts will be allowed. The CDC recommendations of maintaining at least 6 feet distancing and no gatherings or stopping on the beach in groups of more than 10 people will be followed.

2) Establish set triggers or standards to use and apply to make the decision to reopen the beaches full time.

3) Establish protocols on how the City will react when Governor DeSantis's emergency orders or mandates expire or are rescinded (i.e, written standards on how and when to react).

4) Consider ways to respond to the County's actions or lack of action if they decide to follow or not follow the Governor or the CDC's guidelines; and if the Council feels the City of Destin should make its own decisions based on the needs of the community that may not be the same as other County municipalities.

5) Expound on item 3 by having set triggers and standard for the reopening of their business community that has been deemed non-essentials and subsequently shutdown under present government orders (i.e., short-term rentals, restaurants, hotels, retail stores or shops, fishing and tour boats, sports facilities/events, gyms, etc.).

The Mayor encourages Council members to add some ideas of their own or prepare to share them for everyone to consider in the coming weeks.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

Rey Bailey

From: tim broom <tim@halfhitch.com>
Sent: Friday, April 17, 2020 6:46 PM
To: Rey Bailey
Subject: Beaches

[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.]

For public comment regarding beaches.

I have heard talk of opening the beaches for essential use. This is very much needed for people to see light at the end of the tunnel. They need a place to go. I have heard of times like 6am to 8am and 6pm to 8pm. I feel like this may not be long enough hours. Many people will want access and buy have more extended hours they will be able to social distance better. With such limited times everyone will be accessing at en same time. 6-10am and 4-8pm would allow for more social distancing not having everyone there at the same time.

Our community was also built on charter fishing. We need to find a way to advertise the fact fishing is essential and that they are open for charters and doing there part by limiting the number of passengers and taking steps to Sanitize.

Lastly how about a parade through the neighborhoods. A parade of hope. Have some floats and people social distancing or course. Have families set up in their front yard and everyone wave flags. No throwing candy and trinkets. Just a sign of hope.

Tim Broom
211 Snapper Dr
Destin Florida 32541

Rey Bailey

From: tim broom <tim@halfhitch.com>
Sent: Sunday, April 19, 2020 5:09 AM
To: Rey Bailey
Subject: Council meeting agenda

[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.]

Good morning. In case I can't get a spot at the meeting I wanted this in the public comments. I plan to get up and read this. I did not write it but I respect the one who did so I am borrowing it.

Talk about discrimination, class war fare , picking winners and losers, total violations and infringement of the entire Bill of Rights (not just a couple of the amendments all of them) we have witnessed this by every governor in every state some way worse than others but ALL HAVE VIOLATED THE CONSTITUTION TO SOME DEGREE. Why have we allowed 40% of the country carry 100 % of the burden to flatten the curve. All based on a loopy Goosy list of essential services that is open to interpretation by each Governor ,County Commission or city council . Government employees getting paid, retirees getting paid , construction workers driving all over hell and working everyday, truckers,trucking , crossing state lines non stop 24 /7 , Big retailers open ,workers working,shopper shopping , Groceries open 7 days a week , drug stores , bankers , management companies, title companies, Uber, uberating , McDonald's, chick filet blowing and going their workers driving to work , back from work and it goes on and on, military flying , driving , traveling hundreds.of thousands every day. How in the hell is that flattening the curve? So the blue color worker is told to stay at home , The small businessman told their company isn't essential , or their type of business is somehow more risky than others even though they can do the same damn thing the ones who stayed opened are doing to remain safe. All in the name of preventing the health system from being over run..... Hummm ? Who reduced the number of beds , supplies and amount of workers or focussed on elective surgeries instead of treating sick people. Who didnt spend the money to have robust supplies to handle any medical disaster? Same damn people who are telling some of us to stay home to save them from not being able to do the job so there answer is for us to stay home so we can't do ours .

Tim Broom
211 snapper dr
Destin Florida 32541

850-837-3121
850-974-5002 cell